

CORONAVIRUS CAPITAL PROJECTS FUND GRANT AGREEMENT

This Coronavirus Capital Projects Fund Grant Agreement is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Pennsylvania Broadband Development Authority (“Authority”) with its principal offices located at 400 North St Ste 4, Harrisburg, PA 17120, and

PHILADELPHIA CITY TREASURER CITY OF PHILADELPHIA

**1401 JFKennedy Blvd
640 Municipal Services Bldg
Philadelphia PA 19102-1581**

("Grantee").

The Authority is an independent agency of the Pennsylvania Department of Community and Economic Development established under the Act of December 22, 2021 (P.L. 459, No. 96), 64 Pa.C.S. § 6101 et seq. It is responsible for creating a statewide broadband plan and distributing federal and state monies for broadband expansion projects in unserved and underserved areas of Pennsylvania.

The Authority has received funds from the United States Department of the Treasury (“Treasury Department”) under the Coronavirus Capital Projects Fund (“CPF”) pursuant to 42 U.S.C. § 804, as added by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”). The Authority administers the ARPA CPF Multi-Purpose Community Facilities (“MPCF”) Program (“Program”) to provide funds for eligible activities to carry out critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency with respect to COVID-19.

The Grantee applied for a MPCF grant to support its community facility project (“Project”) and the Authority determined that the Grantee’s project is eligible to receive MPCF funds.

The parties hereto set forth the terms and conditions under which the Authority grants MPCF funds to the Grantee.

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

1. AMOUNT OF AWARD

Subject to the terms of this agreement, the Authority hereby awards up to **ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00)---** in MPCF funds to the Grantee to support the activities described in the Scope of Work (“Project”) set forth in Attachment A in accordance with the budget set forth in Attachment B. The Grantee shall utilize the grant funds solely to carry out the Project.

2. TERM

The term of this Agreement will commence on the date of the last Commonwealth signature (“Effective Date”) and will end on **December 31, 2026** (“Term”), unless sooner terminated pursuant to paragraph 18. This agreement is not binding in any way, nor will the Commonwealth or the Authority be bound, until this agreement has been fully executed and sent to the Grantee.

3. PERIOD OF PERFORMANCE

The period of performance of this agreement commences on **OCTOBER 10, 2024** and ends on **December 31, 2026** (“Period of Performance”). The Grantee may utilize grant funds received pursuant to this agreement to pay for any expenses and costs incurred by the Grantee for the Project during the Performance Period to carry out the activities described in Attachment A. Any cost incurred by the Grantee prior to the fully executed agreement are incurred at the Grantee's risk.

4. DUTIES OF GRANTEE

The Grantee shall:

- a. perform the work described in Attachment A;
- b. adhere to the budget set forth in Attachment B;
- c. comply with the Program specific conditions set forth in Attachment C;
- d. comply with the reporting requirements set forth in Attachment D;
- e. comply with the payment provisions and fiscal responsibilities set forth in Attachment E;
- f. comply with the audit provisions set forth in Attachment F;
- g. comply with the federal contracting provisions set forth in Attachment G;
- h. comply with the Commonwealth contracting provisions set forth in Attachment H; and
- i. comply with the Authority’s CPF Multi-Purpose Community Facility Projects Program Guidelines located [Capital Projects Fund Multi-Purpose Community Facility Program Guidelines \(pa.gov\)](#).

5. APPLICABLE FEDERAL LAWS AND GUIDANCE

The terms and conditions of the following federal laws and guidance are incorporated into this agreement:

- a. the American Rescue Plan Act of 2021 (ARPA; P.L. 117-2);
- b. the Treasury Department’s Capital Projects Fund Guidance for States, Territories, and Freely Associated States located at <https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf>.
- c. the Treasury Department’s Capital Projects Fund Frequently Asked Questions (FAQs) located [Coronavirus Capital Projects Fund Frequently Asked Questions as of April 28, 2022 \(treasury.gov\)](#);
- d. the Treasury Department’s Capital Projects Fund Compliance and Reporting Guidance for States, Territories, and Freely Associated States located at <https://home.treasury.gov/system/files/136/CPF-Reporting-Guidance-for-States.pdf> ;
- e. the Treasury Department’s Capital Projects Fund Project and Expenditure Report User Guide located at <https://home.treasury.gov/system/files/136/CPF-PE-Report-User-Guide.pdf>; and
- f. the Treasury Department’s Supplementary Broadband Guidance located [SLFRF and CPF Supplementary Broadband Guidance \(treasury.gov\)](#).

6. INSURANCE AND TAX LIABILITY REQUIREMENTS

a. Liability Insurance

The Grantee's standard liability insurance policies must protect, or be endorsed to protect, the Commonwealth from claims of bodily injury, property damage, or a combination thereof arising out of any activities performed by the Grantee or its employees or agents under this agreement, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of the Project when validly present on Grantee's premises whether or not actually engaged in the Project at the time the claim inures. These policies do not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Authority proof of insurance as required by this paragraph.

b. Workers' Compensation Insurance

The Grantee shall provide workers' compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this agreement.

7. COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

a. Performance of Activities

The Grantee shall ensure that all activities authorized by this agreement are performed in accordance with the federal and state applicable statutes, regulations, conditions, directives, guidelines, and additional requirements as may be attached to the agreement or are otherwise provided by the Authority.

b. Current List of Suspended and Debarred Federal Contractors

The Grantee may obtain a current list of suspended and debarred Federal contractors by either searching the internet at <https://www.sam.gov> or contacting the:

SAM Customer Service:
Federal Service Desk URL:
www.fsd.gov
Hours: 8am - 8pm (Eastern Time)
US Calls: 866-606-8220
International Calls: 334-206-7828

c. Reimbursement for Travel

Reimbursement to the Grantee for any travel, lodging, or meals under this agreement must be at or below federal rates. Expenses in excess of federal rates must be paid from private funding sources. Private funding sources may not include other state or federal funds. Grantee shall comply with Authority's 2011 Fiscal Directive #1 entitled *Federal Travel and Subsistence Allowance Directive*.

d. Anti-Pollution Regulations

The Grantee shall ensure that its performance and the performance of its subcontractors minimizes pollution and strictly complies with all applicable environmental laws and regulations.

e. Prohibition of Illegal Alien Labor on Assisted Projects Act

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania. In the event that the Grantee knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by this grant and the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by this grant, the Grantee shall:

- i. repay all grant funds received by the Grantee from the Authority pursuant to this agreement, in accordance with instructions provided by the Authority, and
- ii. be ineligible to apply for any Commonwealth grant or loan for a period of two years.

8. ASSIGNMENT, TRANSFER, COLLATERAL USE

The Grantee may not assign or transfer its rights or duties under this agreement without the prior written consent of the Authority. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Authority and any other third party, and under no circumstances is the Commonwealth liable for any act or omission committed pursuant to an assignment.

9. INDEPENDENT CONTRACTOR

Notwithstanding anything contained within this agreement to the contrary, the rights and duties granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained within this agreement creates an employment, agency, or partnership relationship between the parties.

10. INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this agreement may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this agreement or its proceeds. The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this agreement. The Grantee further covenants that no person having any interest will be employed in the performance of activities for this agreement.

11. CONFLICT OF INTEREST

An officer, director, or employee of the Grantee who is a party to, or who has a private interest in, a project or project areas undertaken pursuant to this agreement, or this agreement itself, must disclose the nature and extent of the interest to the governing body of the Grantee and may not vote on any action of the Grantee concerning the Project or Project areas nor participate in the deliberations of the Grantee concerning the Project or Project areas. The Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. (2 CFR 200.112)

12. SUBCONTRACTS

a. Grantee Responsibilities

If a subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

b. Required Subcontract Provisions

All of the Grantee's subcontracts must contain provisions of nondiscrimination/sexual harassment set forth in Attachment G and, where applicable, must contain the federal contracting provisions set forth in Attachment G. In addition, all subcontracts involving the pass through of grant funds to subrecipients must include the audit requirements set forth in Attachment F. The Grantee is responsible for ensuring that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report must be returned to the Authority, through the Grantee.

13. PROCUREMENT PRIORITIES

U.S. Treasury guidelines encourage grant recipients to prioritize in their procurement decisions employers who can demonstrate:

- a.** Their workforce meets high safety and training standards, including professional certification licensure and/or in-house training;
- b.** Prioritization in hiring of local workers and/or workers from historically disadvantaged communities;
- c.** Direct employment of their workforce, or policies and practices in place to ensure contractors and subcontractors meet high labor standards; and
- d.** Compliance with federal and state labor and employment laws.

14. RECORDS

a. Maintenance of Records and Accounts

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this agreement, and reflecting all matters and activities covered by this agreement.

b. Inspection of Records

At any time during normal business hours and as often as the Authority deems necessary, the Grantee shall make available for inspection by the Authority, the Commonwealth Auditor General, the Commonwealth Attorney General, the Federal awarding agency, the Inspectors General or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this agreement and shall permit the Authority to audit, examine and make copies of the records.

c. Retention Period

The Grantee shall maintain the required records for a period of three years from the date of

final audit or close out of this agreement by the Authority, except in those cases where unresolved audit questions or litigation may require maintaining some or all records for a longer period. In this event, records are maintained until all pending matters are resolved. (2 CFR 200.334).

15. PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Authority the progress reports in the form and quantity as the Authority may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any other information relative to the agreement as may be requested. The Authority or its representative may make reasonable inspections to monitor the Grantee's performance under this agreement. In the event that the Authority determines that the Grantee or its subcontractor(s) has not furnished the reports as required by the Authority, the Authority, by giving written notice to the Grantee, may suspend payments under this agreement until the required reports are submitted.

16. ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

a. Commonwealth Financial Assistance

Any publication concerning a project financed by the Authority must acknowledge Commonwealth financial assistance as follows: "This Project was financed [*in part*] by a grant from the Commonwealth of Pennsylvania, [insert name of Authority]."

b. Commonwealth Administered Federal Financial Assistance

Any publication concerning a project financed by federal funds received under a grant administered by the Authority must acknowledge Commonwealth grant administration as follows: "This Project was financed [in part] by a grant from the federal Department of [*Name*], under the administration of the Commonwealth of Pennsylvania, [insert name of Authority]."

c. Signs in Project Area

Signs acknowledging the Commonwealth's financial assistance or administrative participation must be erected in the project area as soon as possible after the effective date of this agreement. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

17. TEMPORARY SUSPENSION

a. Notice of Suspension

Upon written notice and at any time during the period covered under this agreement, the Authority may suspend payments, request suspension of all or any part of the agreement activities, or a combination thereof.

b. Grounds for Suspension

The Authority may suspend payment or activities performed under this agreement for the following reasons:

- i.** violation of any applicable law and regulation;
- ii.** any identified audit exception;
- iii.** misuse of grant funds;

- iv. failure to submit required reports;
- v. receipt of allegation of mismanagement from responsible public officials or private citizens;
- vi. malfeasance;
- vii. criminal activity; or
- viii. when, in the opinion of the Authority, the activities cannot be continued in the manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

c. Obligations During Suspension

During the term of suspension, the parties shall retain and hold available any funds previously approved for application to the activities. During this period the Grantee shall place all funds held by the Grantee in an interest-bearing program expenditures account. The Grantee may not expend any funds during the period that the agreement is suspended except pursuant to order of a court of competent jurisdiction.

d. Right to Cure

The Grantee may cure any default or other circumstance that is the basis for suspension of this agreement within a reasonable period of time.

e. Complete Performance of Past Agreements

This agreement is conditioned upon complete performance by the Grantee of past agreements between the parties. Complete performance includes the Grantee's timely submission of the required final audit of past agreements to the Authority. If the Authority determines that there has been incomplete performance of past agreements or by the Grantee, the Authority, by giving written notice to the Grantee, shall suspend payments under this agreement until the Grantee has fulfilled its obligations under past agreements to the satisfaction of the Authority. When the Grantee has fulfilled its obligation under past agreements to Authority's satisfaction, the Authority shall resume payments under this agreement.

18. TERMINATION

The Authority may terminate this agreement at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of the termination and specifying the effective date of the termination. Termination pursuant to this section is not applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. Grantee shall return to Authority all grant monies not legally or contractually obligated, plus accrued interest, on or before the effective date of termination and shall make available all project records available to the Authority.

19. AMENDMENTS

A properly executed amendment is required to change the termination date of this agreement, to change the Period of Performance, to amend the grant amount, or to make major changes in the approved program scope, objectives, or methods. An amendment must be executed if there is a significant change in the activities to be conducted under this agreement. Other revisions to the project scope or budget may be made upon written approval from the Authority after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Authority prior to the termination or expiration of the agreement.

20. SEVERABILITY

If any section or any part of any section of this agreement is rendered unenforceable by any court of law, for any reason, the determination will not render unenforceable any other section or part of any section of this agreement.

21. CONSTRUCTION

This agreement is interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms of this agreement are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections of this agreement have been inserted as a matter of convenience and reference and do not control or affect the meaning or construction of any of the terms or provisions of this agreement.

22. NONWAIVER OF REMEDIES

a. No Waiver

The Authority's delay or failure to exercise any rights, powers, or privileges under this agreement does not relinquish those entitlements. Neither a singular nor a partial exercise of those rights, nor the discontinuation of enforcement efforts, precludes subsequent or additional exercises of any right, power, or privilege. The rights and remedies available to the Authority under this agreement are accumulative and may be exercised concurrently, without prejudice to any other rights or remedies the Authority may lawfully possess.

b. Enforcement by Authority

The Authority may at all times enforce the provisions of this agreement in accordance with its terms, notwithstanding any conduct or custom on the part of the Authority in refraining from so doing at any time or times. The failure of the Authority at any time or times to enforce its rights under these provisions, does not create a custom in any way or manner contrary to specific provisions of this agreement or as having in any way modified or waived the specific provisions.

23. ENTIRE AGREEMENT

The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement; it is the sole expression of their agreement, and they are not bound by any other agreements. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

24. COUNTERPARTS

This agreement may be executed and delivered in counterparts, all of which taken together shall constitute a single instrument.

[SIGNATURES PAGE FOLLOWS.]

The parties, through their authorized representatives, have signed this agreement on the dates indicated below:

**PHILADELPHIA CITY TREASURER
CITY OF PHILADELPHIA**

Vendor Number 177575

By: [Signature Affixed Electronically – see last page]

Title [Affixed Electronically – see last page]

Date [Affixed Electronically – see last page]

By: [Signature Affixed Electronically – see last page]

Title [Affixed Electronically – see last page]

Date [Affixed Electronically – see last page]

Approved as to Legality and Form

[Signature Affixed Electronically – see last page]
PBDA Counsel Date

Preapproved Form #4-FA-32.0
Office of General Counsel Date

Preapproved Form #4-FA-32.0
Office of Attorney General Date

**Commonwealth of Pennsylvania
Acting through the
Department of Community and
Economic Development**

[Signature Affixed Electronically – see last page]
Secretary/Deputy Secretary Date

I hereby certify that funds in the amount of
\$1,000,000.00 are available under
Appropriations Symbol:

**8747200791 2411101000 P00111003000 6600300 2022 -
\$1,000,000.00**

Program **ARPA CPF MPCFP**
Contract # **C000090883**
CFDA # 21.029

Comptroller approved as to fiscal responsibility,
budgetary appropriateness, and availability of funds:

[Signature Affixed Electronically – see last page]
Comptroller Date

Scope of Work

The project will invest in the following capital assets to directly enable work, education, and health monitoring:

Upgrades to the HVAC and electrical systems. These are necessary to ensure that the facility can host the most vulnerable residents during grave climate conditions as well as provide them with access to high speed and reliable wi-fi and computers, particularly when their home broadband is insufficient. The current lack of sufficient heat and cooling hinders the center's ability to carry out their programming and activities.

Creating a Fiber Hub. This proposal looks to further strengthen the City's internal broadband network for critical needs and provide free public access to high-speed broadband. This entails serving Happy Hollow with gig capable fiber utilizing the City's recently signed Verizon Franchise Agreement, which will connect all recreation centers with 1GB lit fiber and 2 strands of dark fiber. This 'hubbing strategy' creates a more resilient backbone to support public access through the lit fiber and support municipal needs through the dark fiber, such as video camera security, environmental sensor monitoring, and boosted bandwidth in case of emergencies.

Ubiquitous Wi-Fi and 21st Century Computer lab. The current lab has older equipment and limited public wi-fi capability. Through critical upgrades, students can use their school laptops and connect to the internet to complete their homework. Residents may use their personal phones or other devices to apply for benefits or jobs, take a telehealth appointment, and more. With gigabit fiber to the computer lab, Happy Hollow would be able to provide robust educational activities and the IT team can bring it up to standard and manage the system traffic and use remotely.

More specifically, these efforts will address 4 critical needs of the community aligning with the project goals:

1. Learning and Education: Pulling from the 2022 ACS 5-year data, in surrounding census tracts, almost 73% of those older than 25 never received an undergraduate degree, including 15% who never completed high school. Significant improvements to the computer lab and to the electrical systems, will ensure that students, and other residents looking to increase their skills can partake in digital skills classes, STEM programs, e-sports, and other critical learning programs for 5-10 years into the future.

2. Health and Wellness: The median household income for is around \$37,600 with over 30% of residents living below the poverty line. The project will enable residents to conduct telehealth appointments and access better health care. 14.3% of residents living in the project area are above the age of 65 and efforts will made to engage seniors through workshops on patient portals, ehealth tools, and more.

3. Workforce and Employment Support: By collaborating with PA CareerLink, this project will work towards enhancing the skills of its labor force while promoting economic opportunity and community development.

4. Environmental Safety and Emergency Response: To ensure that the facility can host the most vulnerable residents during grave climate events, this project will make major infrastructural improvements to the HVAC and electrical systems and strengthen the broadband network to the facility.

The City of Philadelphia has built its existing digital skills ecosystem over 10 years. The Office of Children and Families (OCF) Adult Education funds digital skills and capacity-building support and provides 50+ providers with free subscriptions to Northstar Digital Literacy including 8 KEYSPOOT Innovation and Technology (KIT) Rec Centers. PPR's KIT Center administrator provides support for digital skills programming. Through this project, Happy Hollow will provide the following digital literacy activities:

Digital Skills and STEM for Youth. (5 days/week 3-5pm, 30-50 youth served). Through Happy Hollow's afterschool and camp programs, every child will have the opportunity to use computers and Wi-Fi for homework, afterschool activities, and through STEM programs like Minecraft coding, graphic design, or video production. Some specialized programs will be run by expert PPR staff while others subcontracted to local organizations.

Digital skills and Digital Navigation. (offered twice a week, 100 people served, 1000 people reached). Through weekly open-access hours at Happy Hollow, residents will be able to access Northstar digital literacy self-paced training, support residents to create resumes and apply for jobs, and help them access online city services. In addition, the City's BenePhilly program will help residents sign up online for benefits. Lastly, the City's Digital Navigator Network will help residents sign up for low-cost internet or find a low-cost device.

Digital Health monitoring (1 workshop/month, 50 people served, 500 reached.) This proposal will provide workshops for adults and seniors on health monitoring apps, patient portals, electronic medical records, how to do a telehealth appointment and more. Through partnerships with local community health centers, the Department of Public Health, and others, PPR will provide monthly workshops.

Esports. (50 youth, 200 youth reached) With a focus on preparing young people for STEM careers, PPR recognizes the benefits of esports beyond entertainment. Currently running at 2 rec centers, PPR is committed to integrating esports into youth programs at up to 60 locations in the next 5 years. At Happy Hollow's esports program, youth can develop essential soft skills such as communication, teamwork, and problem-solving through state-of-the-art gaming consoles. By embracing esports as a vehicle for learning and socialization, PPR empowers youth with the tools they need to thrive in an increasingly digital world.

Workforce Training. (30 people, 500 reached). This project will partner with Philadelphia Works, the local workforce board, to enable CareerLink to support residents in accessing online training, enroll in vocational training or pre-apprenticeships and support youth in signing up for Career Connected Learning PHL, the new city-wide youth workforce initiative.

Philadelphia Parks and Recreation (PPR) commits to ensuring the sustainability of Happy Hollow Recreation Center. PPR rec centers are funded through a normal 5-year budget process that includes staffing, IT support, maintenance, and a programming budget. The capital improvements outlined in this

proposal will serve the community for 20+ years, ensuring the City's ability to maintain high-capacity internet, efficiently manage equipment at the site remotely, handle climate emergencies, and provide access to a wide array of innovative programming.

Outcomes

20,000 residents will have access to an ADA compliant, energy efficient recreation center and are able to take advantage of gigabit fiber, a 21st Century computer lab, and wi-fi to meet their personal goals by July 2026.

5,200 Low-income, minority youth will have access to digital and STEM educational programming, and a safe place during an emergency that is fully capable of enabling remote learning by July 2026.

14,800+ neighborhood adults will have opportunities to improve their skills and health by participating and engaging in wellness, workforce and digital skills programs by July 2026

Outputs:

- 300 residents use the site during extreme weather emergencies
- 500+ people able to be served by simultaneous internet connections
- 800 users access the computer lab and wi-fi each year
- 50+ PPR youth are able to do homework, engage in digital skills, and STEM programs that prepare students for college and career readiness.
- 50 youth at Happy Hollow will participate in e-sport program
- 50 older adults will use Happy Hollow for telehealth or digital health and wellness activities
- 30 residents will be assisted by CareerLink to help build resumes, identify training opportunities, and apply for work
- 100 adults will be assisted with general computer access and digital navigation services

Activities:

- Upgrade HVAC and electrical systems
- Install fiber to facility, build out secure closets and install racks
- Design and buildout computer lab, install furniture, computers, printer, gaming systems, wi-fi access points and meraki wi-fi monitoring system
- Identify and implement appropriate youth digital and STEM programming
- Select local community providers to offer youth and senior programs
- Implement e-sports league at Happy Hollow
- Create marketing and outreach materials
- Outreach to neighborhood residents
- Train and upskill staff on outreach, communication, and digital skills programming
- Work with Benephilly, CareerLink, and the City's Digital Navigator Network to provide services to the public

Indicators:

- Happy Hollow Rec Center is an official cooling and heating center People with disabilities or mobility issues are able to access the Center.
- Residents are using the computer lab and Wi-Fi

- # Flyers distributed
- # Enrollment forms
- Program attendance lists

Means of verification:

- Resident feedback surveys
- Impact report
- Network monitoring of computer usage and Wi-Fi
- # of students enrolled and attendance for each workshop collected in PPR database
- Satisfaction surveys
- Reports from partner organizations on successful community engagement

Risks and assumptions:

- Construction goes according to plan
- Labor disruption
- ability to hire
- flooding
- costs of inflation balloon the budget.
- Community providers are selected and able to provide workshops within appropriate timeframe.
- Youth, adults, and seniors are interested in programming and taking advantage of CareerLink, Benephilly, and Digital Navigator services and sign up
- Staff are trained to provide programming effectively

Application #: 202404199136

SAP Contract #: C000090883

Applicant Name: Philadelphia City Treasurer City Of Philadelphia

Attachment B

PROJECT BUDGET

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Include all sources of funds and project costs. (Including monies not financed with agency funds.)

	COVID-19 ARPA Capital Projects Fund Multi- Purpose Community Facilities Program	Total
Miscellaneous	\$1,000,000.00	
New equipment/materials	\$32,910.00	\$32,910.00
New Construction	\$942,700.00	\$942,700.00
Administrative	\$24,390.00	\$24,390.00
Total	\$1,000,000.00	
	Budget Total:	\$1,000,000.00

ATTACHMENT C

PROGRAM SPECIFIC CONDITIONS

1. ELIGIBLE PROJECTS

Eligible projects under this program will include construction or improvements to full-service community buildings, structures, and public spaces. Examples include, but are not limited to, schools, libraries, and community health centers that serve community needs.

2. ELIGIBLE PROJECT COSTS

- a.** Funds may be used for any of the following eligible costs:
 - i.** Pre-project development costs and uses, including data-gathering; feasibility studies; community engagement and public feedback processes; equity assessments and planning, and needs assessments; permitting, planning, architectural design, engineering design; and work related to environmental, historical, and cultural reviews.
 - ii.** Costs of repair, rehabilitation, construction, improvement, and acquisition of real property, equipment (e.g., devices and office equipment), and facilities.
 - iii.** Ancillary costs necessary to operationalize and put the capital assets to full use, including costs to increase broadband adoption and improve digital literacy.
- b.** Administrative costs of the Grantee to administer the grant are limited to 2.5 percent of the grant award.
- c.** Administrative costs include costs to complete the grant application, costs associated with monitoring of and reporting on the project, advertising costs, and personnel costs including salaries and fringe benefits for staff required for carrying out the project.
- d.** The Grantee may use funds to cover costs incurred during the period beginning March 15, 2021, for one or more eligible Projects. For pre-award costs incurred after March 15, 2021, but prior to execution of this agreement, the Grantee shall provide reasonable assurance that the costs were incurred pursuant to the negotiation of and in anticipation of the Capital Projects Fund award and are necessary for the efficient and timely performance of the Project. These costs are allowable only to the extent they would have been allowable if incurred after the date of the Capital Projects Fund award and only with the written approval of Treasury.

3. EXPENDITURE OF FUNDS

- a.** Ten percent of awarded funds will be reserved until a final report is submitted to the Authority.
- b.** All funds must be expended by December 31, 2026, which is the end of the period of performance.

4. SUBSTANTIAL COMPLETION

All projects funded through this program must reach substantial completion before December 31, 2026. Substantial completion is defined as the date for which the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, facility operations must be operational. Extensions may be granted beyond this timeframe to the extent that factors deemed to be outside of the grantee's control, in the Authority's sole discretion, have impacted project delivery timelines. The Authority will approve extension requests on a case-by-case basis.

5. PROJECT SUSTAINABILITY

- a. The Grantee shall incorporate a viable strategy that extends beyond initial investment to demonstrate the continued enabling of work, education, and health monitoring activities at the respective facility. The Grantee shall create sustainability models or long-term plans beyond the period of performance.
- b. The Grantee shall provide the Authority a detailed list of intended and observed outcomes, outputs, activities, progress indicators, means of verification, and risks and assumptions associated with the project.

6. FINAL REPORT

The Grantee shall provide a final report three months after project completion. This final report will outline the activities that took place during the project, including a description of all construction that occurred, total project costs, and a description of the use of grant funds. The report will also include a summary of how the project implemented a sustainability plan addressed and enhanced equity in the community. The final 10% of grant funds will be held until the final report has been submitted to and reviewed by the Authority with any questions or concerns having been addressed by the Grantee to the Authority's satisfaction.

7. PROJECT RECORDS

The Grantee shall maintain full and accurate records with respect to the project and shall ensure adequate control over related parties in the project. The Authority requires access to the records, as well as the ability to inspect all work, invoices, materials, and other relevant records at reasonable times and places. Upon request of the Authority, the Grantee shall furnish all data, reports, contracts, documents, and other information relevant to the project.

8. CERTIFICATION OF EXPENSES

The Grantee is required to sign a payment request form certifying that the expenses were incurred and were in accordance with the scope of work approved by the Authority. Prior to final closeout of the grant agreement, the Grantee is required to submit copies of all canceled checks verifying the expenditure of the Program proceeds. Bank statements may also be submitted if electronic payment of the expenditure occurred. Notwithstanding, the Authority reserves the right to conduct a formal project audit of any project in the Authority's sole discretion.

9. PA PREVAILING WAGE ACT

- a. While the federal Davis-Bacon Act prevailing wage requirements do not apply to projects funded through this program, the Pennsylvania Prevailing Wage Act (43 P.S. § 165-1 et seq.; 34 Pa. Code § 9.101 et seq.) may apply to projects funded under this program. Prevailing Wage requirements are generally applicable to grants for construction, demolition, reconstruction, alteration, repair work, renovations, build-out and installation of machinery and equipment more than \$25,000.
- b. The grantee is responsible for including prevailing wage rates in all bid documents, specifications, and construction contracts pertaining to the project. The Pennsylvania Department of Labor and Industry (L&I) has final authority to make prevailing wage applicability determinations. Additional reporting requirements apply to project \$5 million or more.

10. AFFORDABILITY WEBSITE

Upon written electronic notification from the Authority to Grantee, Grantee shall have 30 days to demonstrate to the Authority that the Authority's affordability website and accompanying resources can be accessed via the Grantee's public-facing website.

ATTACHMENT D
REPORTING REQUIREMENTS

1. REPORT SCHEDULE

Reporting will be due according to this schedule, which may be modified by the Authority with prior notice to the Grantee.

Report Type	Period Covered	Due Date
P&E Q4	October 1, 2024 - December 31, 2024	January 10, 2025
P&E Q1	January 1, 2025 - March 31, 2025	April 10, 2025
P&E Q2	April 1, 2025 - June 30, 2025	July 10, 2025
Performance	July 1, 2024 - June 30, 2025	July 20, 2025
P&E Q3	July 1, 2025 - September 30, 2025	October 10, 2025
P&E Q4	October 1, 2025 - December 31, 2025	January 10, 2026
P&E Q1	January 1, 2026 - March 31, 2026	April 10, 2026
P&E Q2	April 1, 2026 - June 30, 2026	July 10, 2026
Performance	July 1, 2025 - June 30, 2026	July 20, 2026
P&E Q3	July 1, 2026 - September 30, 2026	October 10, 2026
P&E Q4	October 1, 2026 - December 31, 2026	March 10, 2027
Performance	July 1, 2026 - December 31, 2026	March 10, 2027

2. PROJECT AND EXPENDITURE REPORT

The following information is required in Project and Expenditure Reports for each awarded ARPA CPF MPCF Project. The Authority shall provide a reporting template for submission of the following information:

a. Administrative Expenses

Administrative expenses include the following:

- Current period obligation;
- Cumulative obligation;
- Current period expenditure; and
- Cumulative expenditure.

b. Program Budget Updates

The Grantee shall submit a revised budget to the Authority once every 12 months. Each Program budget must be in the form of a table with a “project costs” section and a “program administrative costs” section, and columns for each year in the period of performance. Past years must be updated to show actual obligations and expenditures. Remaining years must be updated to reflect accurate budget projections. Table rows must align with the Program budgets previously established in the application, with rows added and removed as needed. The Grantee shall explain any major changes compared to the prior submitted budget, including deviations from budget, program scope, or objective.

c. Project Information

Project information includes the following:

- Project name;
- Identification number (to be provided by the Authority);
- Corresponding approved Program Plan number (to be provided by the Authority);
- Project use code (to be provided by the Authority);
- A brief description with sufficient detail to provide understanding of the objective(s) and major activities that will occur throughout the Project;
- Type of owner for the capital asset (such as private, public private partnership, government, co-operative, etc.);
- For each grant, as applicable -
 - Grantee name,
 - Contact information,
 - Tax ID number (TIN),
 - Unique Entity Identifier,
 - Date of award, and
 - Total award amount:
- Start date for construction (Planned/Actual) (if applicable):
- Date for completion of construction (Planned/Actual) (if applicable): and
- Date of the initiation of operations (Planned/Actual).

d. Obligations and Expenditures

- i. For each Project, the Grantee shall report the following:
 - Current period obligation;
 - Cumulative obligation;
 - Current period expenditure;
 - Cumulative expenditure; and
 - A brief description of the major activities for which funds were expended during the reporting period, including costs related to community engagement and any other Ancillary Costs.
- ii. The Authority requires certain project-level budget information to assess overall adherence to project cost and schedule and to evaluate performance outcomes, including the following:
 - Total amount of CPF funding budgeted for the project; and
 - Total amount budgeted for the project from all funding sources, including, but not limited to, non-CPF federal funding sources, and private funding sources.

e. Project Status

The Grantee shall report on project status each reporting period, in four categories:

- Not Started;
- Completed less than 50 percent;
- Completed 50 percent or more; and
- Completed.

3. LABOR

For Projects receiving \$5 million or more in CPF funding (based on expected total cost):

- a. The Grantee may provide a certification that, for the relevant Project, all laborers and mechanics

employed by contractors and subcontractors in the performance of a Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If the certification is not provided, a Recipient shall provide a project employment and local impact report detailing:

- The number of contractors and sub-contractors working on the Project;
- The number of employees on the Project hired directly and hired through a third party;
- The wages and benefits of workers on the Project by classification; and
- Whether those wages are at rates less than those prevailing¹.

The Grantee shall maintain sufficient records to substantiate this information upon request.

- b. The Grantee may provide a certification that a Project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide the certification, the Grantee shall provide a project workforce continuity plan, detailing:

- How the Grantee will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications or in-house training, registered apprenticeships or labor-management partnership training programs, and partnerships like unions, community colleges, or community-based groups;
- How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project;
- How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
- Whether workers on the Project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market;
- Whether the Project has completed a project labor agreement;
- Whether the Project prioritizes local hires; and
- Whether the Project has a Community Benefit Agreement. The Grantee shall provide a description of the agreement.

4. REQUIRED PERFORMANCE INDICATORS AND PROJECT DATA

The following programmatic data is required for each corresponding project use code. Note that not all data elements are required in each quarterly Project and Expenditure Report and that the frequency of submission will vary depending on the data element, the project status, and other components.

- Physical address of each Multi-Purpose Community Facility funded by the Project (Planned/Actual)
- Investment type:
 - New construction, to include acquisition of property for development.

¹ As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

- Renovation/expansion of existing structure, to include acquisition of existing structure for renovation/expansion.
- Type and number of features in the Multi-Purpose Community Facility (Planned/Actual):
 - Classroom
 - Computer Lab
 - Multi-purpose Space
 - Telemedicine Room
 - Other (with explanation)
- Total square footage funded by CPF dollars (Planned/Actual)
- Total number of individuals using the capital asset (Actual)
- Does the Multi-Purpose Community Facility have proximate access to public transportation (Y/N)?

5. ANNUAL PERFORMANCE REPORT

The Authority shall complete an annual Performance Report, which will provide information related to program outputs and outcomes against the stated objectives in the Authority's approved State Program Plan. The Grantee shall submit the following:

a. Uses of funds narrative, which includes an explanation of the data, including performance indicators, submitted via Project and Expenditure Reports during the period covered, and addresses the following topics:

- Activities implemented over the period covered, including summaries of key milestones achieved, outputs produced, and outcomes achieved;
- Activities planned for the next period covered;
- Narratives about individuals/households benefiting from CPF funds, including information about methods used for collecting and measuring success;
- Notable challenges and the status of each challenge; and
- Overview and outcomes of ancillary costs incurred to support bringing the capital asset(s) into full use (e.g., focused advertising to increase broadband subscriptions in high-need communities, community engagement to support successful operations, etc.).

b. Promoting Equitable Outcomes and Addressing Critical Needs:

- Performance Reports must provide an update, using qualitative and quantitative data on how projects achieved or promoted equitable outcomes or progressed toward equity objectives during the reporting period and any constraints or challenges related to increasing equity.
- Updates must describe how the grantee considered and measured equity and addressed critical need at the various stages of the Program during the reporting period, including:
 - **Objectives:** Are there particular historically underserved, marginalized, or adversely affected groups, including those living in rural areas and/or high-poverty areas, that the capital assets being funded by the grant award are designed to serve?
 - **Awareness:** How equal and practical was the ability for members of these communities, including households, businesses, and other organizations, to become aware of the services funded by the grant program?
 - **Outcomes:** What progress has the grantee made toward addressing critical need(s) identified in targeted communities, such as closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions that are relevant to the policy objective? What methods (e.g., surveys,

interviews) are being used (if applicable) to quantify and qualify Project and Program outcomes?

- **Labor:** Performance reports must describe workforce practices on any MPCF projects being pursued, including:
 - How are projects using strong labor standards to promote effective and efficient delivery of high-quality facility projects while also supporting the economic recovery through employment opportunities for workers? For example, report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.

ATTACHMENT E

PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

1. PAYMENT OF ELIGIBLE PROJECT COSTS

- a.** The Authority shall pay the grantee for eligible project costs incurred under this period of performance as follows:
 - i.** Subject to the availability of state and federal funds and other of this agreement, the Grantee will be reimbursed based upon a determination of the Grantee's needs and in accordance with the Budget as set forth in Appendix B.
 - ii.** The Authority may pay the Grantee for eligible Project costs at intervals to be determined by the Authority. Under no circumstances shall the Commonwealth or the Authority be liable for any expenditure exceeding the amount stated in this agreement or amendments to this agreement.
 - iii.** Any expenditure made by the Grantee which is not in accordance with the terms of this agreement may be disapproved and payment to the Grantee may be adjusted accordingly.
 - iv.** Subject to the other terms of this agreement or unless otherwise directed by the Authority, initial payments to the Grantee to effectuate activities under this Contract and all other payments will be made pursuant to invoice forms and in accordance with instructions provided by the Authority.
 - v.** The reimbursement to Grantee will not exceed 90 percent of the amount of the Total Award amount prior to the submittal of the required reports and information to the Commission.
- b.** The Authority may delay reimbursement of funds until sufficient documentation of costs, project status, geospatial data, or other project information as determined by the Authority, is provided by Grantee.
- c.** To the extent available, the Grantee must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on these funds before requesting additional cash payments from the Authority. (2 CFR 200.305(b)(5)).
- d.** Program Income is defined as gross income earned by the Grantee that is directly generated by the Project or earned as a result of the grant award during the Period of Performance. (2 CFR 200.1).
- e.** Program Income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired pursuant to this agreement, the sale of commodities or items fabricated pursuant to this agreement, license fees and royalties on patents and copyrights, and principal and interest on loans made with funds received pursuant to this agreement. (2 CFR 200.1).
- f.** Program Income does not include interest earned on advanced payments of grant funds, nor does it include rebates, credits, discounts, and interest earned on any rebates, credits or discounts, except as otherwise provided in Federal statutes, regulations or the terms of the federal award. (2 CFR 200.1).

2. CONDITIONS FOR PAYMENT

- a.** Grant payments under this agreement are conditioned upon the completion of terms of this this agreement.
- b.** Costs allocated to program administration are limited to those set forth in the Budget or as otherwise revised in accordance with the amendment provisions of this agreement set forth in the provision entitled Amendments.
- c.** Payment by the Commonwealth and all other terms of this agreement are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this agreement.

3. PROJECT ACCOUNT

- a.** The Grantee is not required to establish and maintain separate depository accounts for funds received pursuant to this agreement. However, the Grantee must be able to account for the receipt, obligation and expenditure of funds received pursuant to this Contract through some sort of accounting system (the "Project Account"). (2 CFR 200.305(b)(7)(i)). The Grantee shall charge to the Project Account all approved costs of the Project. All costs, including activities contributed by the Grantee or others and charged to the Project Account, must be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.
- b.** If the Grantee receives an advance payment of funds pursuant to this agreement, the Grantee shall deposit and maintain the advance payment of funds received pursuant to this agreement in insured accounts whenever possible. (2 CFR 200.305(b)(7)(ii)).

4. INVESTMENT OF FUNDS

- a.** The Grantee shall maintain advance payments of funds received pursuant to this agreement ("Advanced Funds") in interest-bearing accounts, unless:
 - i.** The Grantee receives less than \$250,000 in Federal awards per year;
 - ii.** The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances;
 - iii.** The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources; or
 - iv.** A foreign government or banking system prohibits or precludes interest bearing accounts. (2 CFR 200.305(b)(8)).
- b.** The Grantee may retain for administrative expenses interest earned on Advanced Funds totaling up to \$500 per calendar year. Any additional interest earned on Advanced Funds must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. (2 CFR 200.305(b)(9)).

5. CONDITIONS FOR REPAYMENT OF GRANT FUNDS

- a. Misuse or Failure to Use Funds.**
 - i.** The Grantee shall use the funds granted by this agreement, or as much as may be necessary, to carry out the project in accordance with the terms of this agreement. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay these funds to the Authority.

- ii. If the Grantee does not use all or a portion of the funds paid under the terms of this agreement for purposes of and in accordance with this agreement, the Grantee shall be liable to the Authority for the amount of funds unused or improperly used and shall return the funds to the Authority.
- iii. In the event the Authority is be entitled to repayment of all or a portion of the funds granted to the Grantee, then repayment includes all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. The repayment is payable to the Commonwealth of Pennsylvania by check and must be forwarded to the Authority for: (1) the principal and (2) the total of any interest, income, accumulations or appreciation in value.

b. Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee:

- i. In the event that the Grantee knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- ii. the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,
- iii. the Grantee shall, in accordance with instructions provided by the Authority, repay all grant funds received by the Grantee from the Authority pursuant to this agreement.

c. Direct Payment of Federal Funds.

If the Grantee receives funds granted by this agreement directly from the Federal government, and those funds are required to be repaid pursuant to these provisions, those funds must be repaid to the Federal government, unless otherwise directed by the Authority.

6. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT PROVISIONS.

a. Registration and Identification Information.

The Grantee must maintain a current full registration in the System for Award Management ("SAM") (www.sam.gov) at all times during which the Grantee has active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. The Grantee must provide its UEI to the Commonwealth along with the signed agreement.

b. Primary Location.

- i. The Grantee must provide to the Commonwealth the primary location of performance under the grant award, including the city, State, and zip+4. If performance is to occur in multiple locations, then the Grantee must list the location where the most amount of the grant award is to be expended pursuant to this agreement.

- ii. The Grantee must provide this information to the Commonwealth along with the Grantee's return of the signed agreement. The Commonwealth will not process this agreement until the Grantee provides this information.

c. Compensation of Officers.

- i. The Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if:
 - A. the entity in the preceding fiscal year received:
 - 1. 80 percent or more of its annual gross revenues in Federal awards; and
 - 2. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- ii. If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.
- iii. The Grantee must provide information responding to this question along with the Grantee's return of the signed agreement. The Commonwealth will not process this agreement until the Grantee provides the information responding to this question.
- iv. The Grantee must resubmit this information to the Authority each time the total amount of funds available under this agreement increases or decreases.

ATTACHMENT F**AUDIT REQUIREMENTS****1. AUDIT CLAUSE FOR FEDERAL GRANTS (MANAGEMENT DIRECTIVE 325.9 (5)(C))**

- a. The Grantee must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996*; *2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to any other applicable law or regulation that may be enacted or promulgated by the federal government.
- b. If the Grantee is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Grantee is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.
- c. If the Grantee expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).
- d. If the Grantee is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, the Grantor is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post- award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post- award audits must be submitted directly to the Grantor. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

2. ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE (MANAGEMENT DIRECTIVE 325.9 (5)(C))

- a. In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.
- b. In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

3. SUBMISSION OF THE AUDIT REPORT (MANAGEMENT DIRECTIVE 325.9 (5)(C))

The Grantee must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, including the elements outlined in *Subpart F*.

4. SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION (MANAGEMENT DIRECTIVE 325.9 (5)(C))

The Grantee must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.

5. AUDIT OVERSIGHT PROVISIONS (MANAGEMENT DIRECTIVE 325.9 (5)(C))

- a.** The Grantee is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
- b.** The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any additional audit work will rely on work already performed by the Grantee's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Grantee.
- c.** Audit Documentation and audit reports must be retained by the Grantee's auditor for a minimum of five years from the date of issuance of the audit report, unless the Grantee's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

6. PROJECT CLOSEOUT PROCEDURES.

The submission of a Single Audit does not exempt the Grantee from complying with project closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.

ATTACHMENT G**FEDERAL CONTRACTING PROVISIONS****1. CIVIL RIGHTS COMPLIANCE**

- a.** The Grantee shall comply with the legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Grantee may not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with the following authorities:
 - i.** Title VI of the Civil Rights Act of 1964, P.L. 88-352 (42 U.S.C. 2000d-1 et. seq.) and related regulations (31 CFR Part 22), which provide that no person in the United States shall, on the grounds 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.
 - ii.** Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794, which provide that no otherwise qualified individual with a disability in the United States as defined in section 7(20) [29 USCS § 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - iii.** Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
 - iv.** Pennsylvania Human Relations Act of October 27, 1957, P.L. 744, (43 P.S. 951-963) which provides that no employee, applicant for employment, independent contractor, or any other person shall be discriminated against because of race, color, religious creed, ancestry, national origin, age, or sex.
- b.** The Grantee will be required to provide a narrative describing its compliance with Title VI.

2. HATCH ACT

The Grantee will comply with the provisions of the Hatch Act, P.L. 85-554 (5 U.S.C 1501 et seq.) which limits the political activity of employees.

3. CONFLICT OF INTEREST

The Grantee will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. (2 CFR 200.112)

4. REQUIRED PROVISIONS IN FEDERAL CONTRACTS (2 CFR.327)

Not all provisions will apply to all programs and their application is dependent on the requirements of the federal program under which this agreement is executed.

a. Remedies for Breach of Contract

Contracts for more than the simplified acquisition threshold (currently \$250,000.00), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, and found at 48 CFR Subpart 2.101, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate. (2 CFR 200 Appendix II (A))

b. Termination Provision

For all contracts in excess of \$ 10,000, the Grantee must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. (2 CFR 200 Appendix II (B))

c. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR 200 Appendix II (C))

d. Davis-Bacon Act, as Amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 awarded by Grantee must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Grantee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Grantee must report all suspected or reported violations to the Grantor and the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Grantee must report all suspected or reported violations to the Federal Awarding Agency. (2 CFR 200 Appendix II (D))

e. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#))

Where applicable, all contracts awarded by the Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (2 CFR 200 Appendix II (E))

f. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal awarding agency. (2 CFR 200 Appendix II (F))

g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. (2 CFR 200 Appendix II (G))

h. Debarment And Suspension (Executive Orders 12549 And 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200 Appendix II (H))

i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the

non-Federal award. (2 CFR 200 Appendix II (I))

j. Procurement of Recovered Materials

If the Grantee is an agency of a political subdivision of the Commonwealth of Pennsylvania, the Grantee and its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (2 CFR 200 Appendix II (J)) and (2 CFR 200.323).

k. Prohibition on Certain Telecommunications and Video Surveillance Services of Equipment

Grantee and its subcontractors are prohibited from obligating or expending grant funds for equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The definition of “covered telecommunication equipment” is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of those entities). More detailed information is available at 2 CFR 200.216. (2 CFR 200 Appendix II (K)) and (2 CFR 200.216)

l. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products: means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (2 CFR 200.322)(2 CFR 200 Appendix II (L)) and (2 CFR 200.322).

ATTACHMENT H

Commonwealth Standard Terms and Conditions Grant Version (Revised - 10/1/2023)

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

a. Representations. The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. Nondiscrimination/Sexual Harassment Obligations. The Grantee shall not:

- i.** in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- ii.** in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- iii.** in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
- iv.** in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
- v.** in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any

provision of law establishing organizations as employees' exclusive representatives.

- c. Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well- lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

- a. Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

 - i.** "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii.** "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
 - iii.** "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
 - iv.** "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980- 18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. Representations and Warranties.

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - 3. had any business license or professional license suspended or revoked;
 - 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth’s best interest to execute the agreement.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

c. Grantee Responsibilities. During the term of this agreement, the Grantee shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
- v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. Investigations. If a State Inspector General investigation is initiated, the Grantee shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

- i. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- ii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these

provisions. This information may include, but is not limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

- e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non- use of any one does 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.
- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall 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 agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not 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. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a

public record under the RTKL, within ten calendar days after receipt of written notification; and

- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.

c. Trade Secret or Confidential Proprietary Information.

If the Grantee considers the Requested Information to include 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 shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

d. Reimbursement

- i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of 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.
- e. Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e- Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a.** Construction Workplace Misclassification Act;
- b.** Employment of Minors Child Labor Act;
- c.** Minimum Wage Act;
- d.** Prevailing Wage Act;
- e.** Equal Pay Law;
- f.** Employer to Pay Employment Medical Examination Fee Act;
- g.** Seasonal Farm Labor Act;
- h.** Wage Payment and Collection Law;
- i.** Industrial Homework Law;
- j.** Construction Industry Employee Verification Act;
- k.** Act 102: Prohibition on Excessive Overtime in Healthcare;
- l.** Apprenticeship and Training Act; and
- m.** Inspection of Employment Records Law.

Contract: C000090883 - Signature Log
The effective date of this agreement is 01/21/2025 ("Effective Date")

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Grantee	01/10/2025	Andrew Buss	Deputy Chief Information Officer
Grantee	01/10/2025	Melissa Scott	Chief Information Officer
Chief Counsel	01/10/2025	Black, Jaime	CWOPA Employee
Executive	01/14/2025	Hanna, Michael	CWOPA Employee
OGC		4-FA-32.0	
OAG		4-FA-32.0	
Comptroller	01/21/2025	Katalin Gotshall	Comptroller