

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

WEDNESDAY, MAY 6, 2026

9:15 a.m. – Conference Room #701, 7th Floor

The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the April 29, 2026 Commissioners' Meeting Minutes.
4. Announcement: There is no Work Session scheduled for Tuesday, May 19, 2026 and no Commissioners' Meeting scheduled for Wednesday, May 20, 2026.
5. Old Business:
6. New Business:
 - a. **Court Administration – Change Order with Conference Technologies, Inc.**
Beverly Kirby, Assistant District Court Administrator
 - b. **Agricultural Preserve Board – Resolution No. 27 of 2026: Agreement of Sale for Agricultural Conservation Easement**
Matt Knepper, Director
 - c. **Behavioral Health and Developmental Services -**
Angela Schreck, Early Intervention Deputy Director

Amended Agreement with Playtime Therapy, LLC

Amended Agreement with Billings Bilingual, LLC
 - d. **Drug and Alcohol Commission – Resolution No. 28 of 2026: Allocation of Opioid Settlement Funds**
Nicole Snyder, Acting Director
 - e. **Department of Public Safety – Amended Grant Agreement with the Pennsylvania Emergency Management Agency (PEMA)**
Jacquelyn Pfursich, County Solicitor
7. Business from Guests
8. Adjourn

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Court Administration, to approve the following:

Change Order With:

Conference Technologies, Inc.
Maryland Heights, MO

Purpose:

To purchase wireless microphones for all the courtrooms except 5, 7 and 11, which were already replaced with a previous change order. This is part of the Courtroom Audio and Visual Redesign and Replacement project.

Amount/Term:

\$26,381.87 for the period May 1, 2025 through April 30, 2027.

Funding:

Capital Budget.

Budget (CIP Approval): \$1,585,717.00

Previous Amount Awarded: \$1,353,128.88

New Total: \$1,379,510.75

Funds Remaining: \$206,206.25

5/6/26

**THIRD AMENDMENT TO THE AGREEMENT FOR COURTROOM AUDIOVIDUAL
REDESIGN AND REPLACEMENT SERVICES**

This THIRD AMENDMENT is made and entered into this ____ day of _____, 2025 between the County of Lancaster (hereinafter, “the County”) located at 150 North Queen Street, Lancaster, Pennsylvania 17603 and Conference Technologies, Inc. (hereinafter “Supplier”) whose principal address is 11653 Adie Rd. Maryland Heights, MO 63043.

WHEREAS, the County, entered into an Agreement on with Supplier on April 2, 2025, to provide Courtroom Audio and Visual Redesign and Replacement services as described more fully in clause 4.0 of the July 11, 2024, Request for Proposals.

WHEREAS, the Parties desire to expand those services to include additional tasks related to the electrical work necessary for completion of the services;

NOW, THEREFORE, in consideration of the covenants and mutual promises set forth herein, the parties, intending to be legally bound, agree to the following amendment:

1. **Scope of Work.** Section 1 of the Agreement, **Scope of Services**, is hereby amended to include the additional services more fully described and attached and incorporated hereto as Attachment “F”.
2. **Restatement of Remainder of Agreement.** All other terms and conditions set forth in the Agreement shall remain in full force and effect and unaltered.

[Remainder of Page Intentionally Left Blank—Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

COUNTY OF LANCASTER

Ray D'Agostino, Chairman

Joshua G. Parsons, Vice-Chairman

Alice Yoder, Commissioner

CONFERENCE TECHNOLOGIES, INC.



Dan Bunyard, CFO

4/27/2026

Date



CHANGE ORDER

County of Lancaster

Courtroom Redesign/Replacement RFP 24-020

DATE

Wednesday, April 22, 2026

PREPARED BY

Brent Harris

Design Consultant



Change Order

CR1-4, CR6, CR8-10, CR12&14 Lectern Wireless Microphones

Proposal Number: J24350522

CO Number: ECO-07

Proposal Date: 4/22/2026

Prepared for: County of
Lancaster **Attn:**

Prepared by: Brent Harris

Scope of Work

Description of Change

Scope of Work

Lectern Wireless Microphone Upgrades “ Selected Courtrooms

Project Description

Client has requested the replacement of existing **wired lectern microphones** with **wireless lectern microphones** in specific courtrooms. This Scope of Work outlines labor and materials required to complete the requested upgrades in the identified courtrooms. Courtrooms not listed below have already been upgraded and are excluded from this scope.

Courtrooms Included in This Scope

The following courtrooms are included in this change:

- **Courtrooms CR1“CR4**
- **Courtroom CR6**
- **Courtrooms CR8“CR10**
- **Courtrooms CR12 & CR14**

Courtrooms Excluded from This Scope

The following courtrooms have already had lectern microphones replaced and are **specifically excluded** from this Scope of Work:

- **Courtroom CR5**
- **Courtroom CR7**

Scope of Services

CTI shall provide the following services:

Equipment

- Furnish **wireless lectern microphone systems** compatible with the existing courtroom audio system infrastructure
- Furnish all accessories required for proper operation, including receivers, transmitters, power supplies, and mounting hardware as applicable

Installation & Integration

- Remove existing wired lectern microphones in the included courtrooms
- Install wireless microphone transmitters at the lecterns
- Install and integrate wireless receivers within existing AV racks or equipment locations
- Interface wireless microphone systems with the existing courtroom audio system
- Perform system configuration to ensure proper gain structure, frequency coordination (if applicable), and operational reliability

Testing & Verification

- Test each installed wireless microphone for proper audio level, clarity, and system integration
 - Verify stable wireless operation within each courtroom environment
 - Confirm functionality aligns with existing courtroom AV workflows
-

Assumptions & Clarifications

- Existing courtroom audio systems, DSPs, amplification, and loudspeaker systems are assumed to be operational and adequate for integration with the new wireless microphones
 - No modifications to existing DSP programming are included unless required solely to accommodate the new wireless microphone inputs
 - Infrastructure, conduit, millwork, or furniture modifications are excluded unless expressly stated
 - Work will be performed during normal business hours unless otherwise agreed
-

Exclusions

- Courtrooms CR5, CR7, and CR11
 - Additional microphones beyond the lectern microphone per courtroom unless added by written change
 - Changes to courtroom acoustics, loudspeakers, or recording systems
 - Network upgrades or IT services
-

Acceptance

This Scope of Work shall be executed as part of an approved Change Order and is subject to the terms and conditions of the existing Master Services Agreement or Contract between CTI and the Client.



Totals

Description	Price
Equipment Total	\$13,138.80
Implementation Services Total	\$12,520.44
Freight	\$722.63
Tariff	\$0.00
Subtotal	\$26,381.87
Tax	\$0.00
Total	\$26,381.87



Bill of Materials

Added Items

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
General: \$14,848.70					
Atlas	GN-13E	13 inch Flexible Gooseneck Ebony	10	\$13.62	\$136.20
Shure	SBC200-US	Dual Docking Charger with PS45US Power Supply	10	\$234.02	\$2,340.20
Shure	QLXD4=-G50	Half-Rack, Single Channel Receiver	10	\$692.80	\$6,928.00
Shure	SB900C	RECHARGEABLE BATTERY	10	\$100.79	\$1,007.90
Atlas	AD-12BE	Surface Mount Male Mic Flange 5/8 inch-27 Thread Ebony Finish	10	\$11.51	\$115.10
Shure	QLXD2/SM58=- G50	Handheld Transmitter with SM58 Microphone	10	\$432.13	\$4,321.30

Total Adds: \$14,848.70

Canceled/Returned Items

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
General: (\$1,709.90)					
Acacia Audio	Liz Pod	15" Gooseneck Microphone w/LED light ring	-10	\$170.99	(\$1,709.90)

Total Credits: (\$1,709.90)



Change Order Acceptance

Notice of Acceptance

I hereby agree to the listed changes to the original scope of work. Original contract terms and conditions remain in effect. Shipping and handling fee are estimated and will be billed as an actual charge. State and local taxes will be incurred as applicable.

Please return this signed and dated acceptance to Brent Harris for change order work to commence. Form can be emailed to Brent.Harris@cti.com or faxed to (855) 329-2844. Thank you.

Bill to

County of Lancaster
50 N DUKE ST
LANCASTER, PA 17602-2805

Ship to

County of Lancaster
50 N DUKE ST
LANCASTER, PA 17602-2805

Total
J24350522 – \$26,381.87

Agreed and Accepted by:

Customer Signature

CTI Signature

Printed Name

Printed Name

Title

Title

Date

Date

RESOLUTION NO. 27 of 2026

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to enter into an Agreement of Sale for a Agricultural Conservation Easement with the following property owner:

<u>Name/Township</u>	<u>Type of Easement</u>	<u>County Share</u>	<u>State Share</u>
Herbert S. Kreider and Darlene E. Kreider and Scott J. Kreider and Vickie L. Kreider 2006-019-A East Drumore Township	Perpetual	\$42,040.00	\$0.00

The Commissioners certify that the Herbert S. Kreider and Darlene E. Kreider and Scott J. Kreider and Vickie L. Kreider farm, consisting of 10.51 acres all of which is proposed for preservation, is located in the Agricultural Security Area of East Drumore Township.

ADOPTED this ___ day of May 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST, to each:

Ray D'Agostino, Chairman

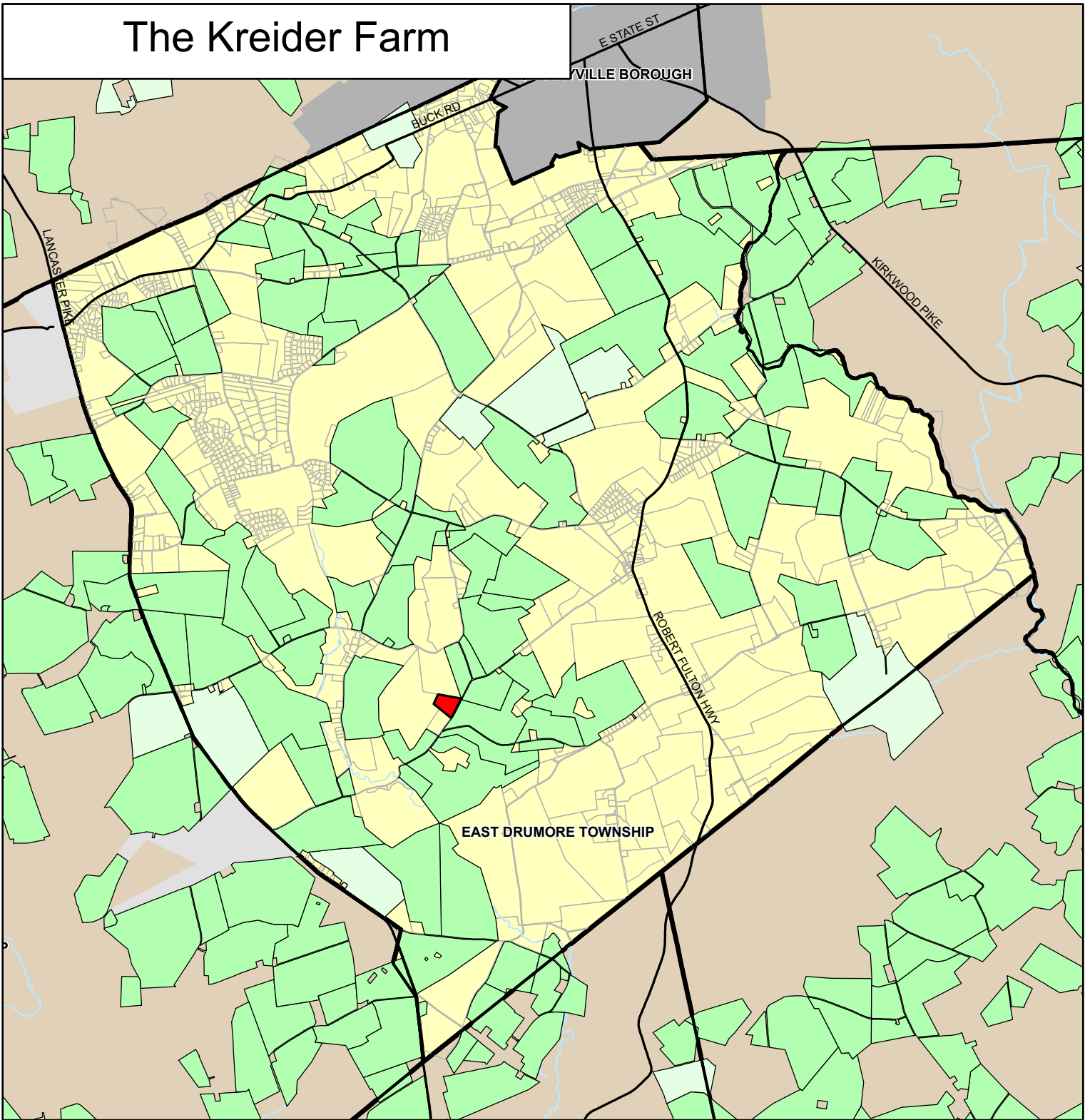
Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

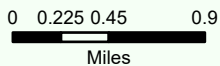
Board of Commissioners,
Lancaster County, Pennsylvania

The Kreider Farm



Features

- Kreider Farm
- Easements
- Applications
- Water Feature
- Urban Growth Boundary
- Village Growth Boundary
- Major Road
- Minor Road
- Parcel
- Selected Municipality
- Surrounding Municipalities



The Kreider Farm
180-85590-0-0000
East Drumore Township
2006-019 monitoring 2026

Farmland information furnished to the Lancaster County Agricultural Preserve Board, and contained in this data, was obtained from sources considered reliable and believed to be accurate. However, this information is not warranted, and no responsibility for the accuracy of this information is assumed by the Lancaster Agricultural Preserve Board or the Lancaster County Geographic Information Systems Department.

Produced by:
 Baer Kevin
 February 05, 2026



Lancaster County

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Behavioral Health and Developmental Services (BHDS), to approve the following:

Amended Agreement With:

Playtime Therapy, LLC
Lancaster, PA

Purpose:

To increase the amount of the contract to reflect actual service utilization.

Playtime Therapy provides physical therapy services to children ranging in age from infant to 3 years old.

Amount/Term:

\$49,113.08 for the period July 1, 2025 through June 30, 2026.

Increase of \$14,128.38, 40.38%.

Funding:

90% State base funding and 10% County funding.

5/6/26

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Behavioral Health and Developmental Services (BHDS), to approve the following:

Amended Agreement With:

Billings Bilingual
Lancaster, PA

Purpose:

To increase the amount of the contract to reflect actual service utilization.

Billings Bilingual provides document translation for the Early Intervention Team working with families of children from infancy to 3 years old.

Amount/Term:

\$29,700.00 for the period July 1, 2025 through June 30, 2026.

Increase of \$4,410.00, 17.44%.

Funding:

90% State base funding and 10% County funding.

5/6/26

RESOLUTION NO. 28 OF 2026

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to correct Resolution No. 22 of 2026 to show the amount of expenditures under program 7300 A A1111 45200 and to recognize the following programs, and direct that the following \$227,325.21 in revenues from the Opioid Settlement Funds already received by the County and appropriated for the purpose seen in the attachment.

- Blueprints – Pathways to Recovery \$9,375.72
- LCP – MAT Program \$217,949.49

Revenue:	Lancaster County General Fund Revenues 6311-A-A1111-45200	\$227,325.21
Expenditures:	Lancaster County General Fund Expenditures 7100 A A1111 45200	\$0.00
	Lancaster County General Fund Expenditures 7300 A A1111 45200	\$227,325.21

ADOPTED this __ day of May 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

Ray D’Agostino, Chairman

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Department of Public Safety, to approve the following:

Amended Grant Agreement With: Pennsylvania Emergency Management Agency
Harrisburg, PA

Purpose: To approve changes to the standard terms in the Radiation Emergency Response Fund (RERF) grant agreement, which was previously approved by the Commissioners on March 25. The grant will be used to offset the planner's salary who is working directly on the opening of the Crane Clean Energy Center, formerly TMI.

Amount/Term \$36,353.00 for the period March 25, 2026 through July 30, 2027.

Funding: Pennsylvania Emergency Management Agency funds.

Note: To give Brian P. Pasquale, Executive Director, authorization to sign the grant agreement.

5/6/26

**RADIATION EMERGENCY RESPONSE FUND GRANT AGREEMENT
FOR STATE FISCAL YEARS 2024-2025 AND 2025-2026**

This Radiation Emergency Response Fund (“RERF”) grant agreement for state fiscal years (“SFY”) 2024-2025 and 2025-2026 is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Pennsylvania Emergency Management Agency (“PEMA”), with its principal office located at 1310 Elmerton Avenue, Harrisburg, Pennsylvania 17110, and Lancaster County (“Grantee”), with its principal offices located at 150 North Queen Street, Suite 710, Lancaster, Pennsylvania 17603.

PEMA is the Commonwealth agency responsible for developing the Radiological Emergency Response Program (“Program”) pursuant to the Radiation Protection Act of 1984 (“Act 147”), 35 P.S. §§ 7110.101 *et seq.*, as amended. Act 147 established the Radiation Emergency Response Fund (“RERF”), which is supported by fees assessed to nuclear power plants. RERF is designed to provide financial assistance to designated risk and support counties municipalities, school districts, volunteer organizations and Commonwealth of Pennsylvania agencies in order to carry out the purposes of the Program.

The Grantee submitted an application to PEMA for RERF funding. PEMA determined that Grantee is an eligible recipient of RERF funds and that Grantee’s proposed use of funds complies with Act 147 and Program requirements. The resulting grant will be 100% state funded.

PEMA now wishes to set forth the terms and conditions under which it will award RERF funding to the Grantee.

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

1. Grant Award. Subject to the terms and conditions of this agreement and the availability of funds, PEMA grants up to \$36,353.00 in SFY 2024-2025 and 2025-2026 RERF funds (“Grant Award”) to the Grantee to support the radiological emergency support measures outlined in Grantee’s approved RERF project set forth in Attachment A (“Project”). The Grantee shall utilize the grant funds solely to carry out the Project in accordance with the budget set forth in Attachment A (“Budget”).
2. Award Modification. PEMA may increase or decrease the amount of the Grant Award by providing written notice of award modification to the Grantee without the need to amend this agreement. PEMA may require the Grantee to submit a revised budget and project scope of work consistent with the award modification. Upon PEMA’s approval, the revised budget and project scope of work will replace the Budget and Project set forth in Attachment A. Award modifications are subject to the approval of the Governor’s Office of the Budget, Comptroller’s Operations Office.

3. Budget Adjustments. The parties may adjust the dollar amounts of specific categories within the Budget without the need to amend this agreement if the adjustments do not increase the Grant Award. The Grantee shall submit any proposed adjustments to the Budget to PEMA for review and approval. A Budget adjustment will not be effective until it has been approved by PEMA in writing.
4. Term. The term of this agreement will commence on the date of the last Commonwealth signature and will remain in effect until July 30, 2027 (“Term”), unless sooner terminated in accordance with paragraph 18. This agreement is not binding in any way, nor will the Commonwealth or PEMA be legally bound, until this agreement has been fully executed and the Grantee has received a fully executed copy.
5. Period of Performance. The period of performance for this agreement will commence on October 1, 2025 and end on June 30, 2027 (“Period of Performance”). The Grantee may utilize grant funds received under this agreement to pay or reimburse itself for any eligible costs or expenses incurred by the Grantee to carry out the Project during the Period of Performance. PEMA may extend the Period of Performance by providing written notice of extension without the need to amend this agreement, so long as the extension of the Period of Performance does not exceed the Term.
6. Extension of Term. PEMA may extend the Term for up to 90 days by providing written notice of extension to the Grantee without the need to amend this agreement. Any extension of the Term in excess of 90 days must be accomplished through a formal amendment to this agreement.
7. RERF Grant Requirements.
 - a. Radiological Emergency Response Plan Amendments. If the Grantee uses funds to amend its Radiological Emergency Response Plan, the amended plan must comply with the Pennsylvania Nuclear/Radiological Plan, which is contained in the “threat specific annexes” of the Commonwealth Emergency Operations Plan. The Nuclear/Radiological Plan is a confidential document distributed to the Grantee in its role as a risk and support county or agency. The Grantee shall maintain, secure, and protect PEMA’s confidential information in the same manner that it protects its own confidential information.
 - b. Nuclear Regulatory Commission Compliance. The Grantee shall comply with the *Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants* (NUREG-0654/FEMA-REP-1, Rev. 2, December 2019), published by the United States Nuclear Regulatory Commission (“NRC”). The publication is available on the NRC website at <https://www.nrc.gov/reading->

<rm/doc-collections/nuregs/staff/sr0654/r2/index>.

- c. Program Guidelines. The Grantee shall comply with the RERF Grant Program Administrative Guide set forth in Attachment B (“Administrative Guide”). PEMA may revise the Administrative Guide by providing the Grantee written notice without the need to amend this agreement.
8. Reporting Requirements. The Grantee shall submit a final performance report to PEMA no later than 30 calendar days after the end of the Period of Performance. The report must contain the information required under 4 Pa. Code § 116.7(a)(2), including, but not limited to, a final list and summary of the expenditures identified in Attachment A. The Grantee shall submit receipts, reports, records, documents, and other information that PEMA may require as proof of expenditures.
9. Disbursement of Grant Award. Upon the full execution of this agreement, PEMA shall initiate the disbursement of the full Grant Award amount to the Grantee. Despite the preceding sentence, PEMA may withhold the disbursement if PEMA determines, in its sole discretion, that the Grantee has failed to fulfill its obligations under any previous grant agreement or another contract between the parties. Upon the Grantee’s fulfillment of its obligations under the prior grant agreement or contract, PEMA shall initiate the disbursement of the full Grant Award amount to the Grantee.
10. Return of Unused Funds. In accordance with 4 Pa. Code § 116.4(5), the Grantee shall return grant funds, and any interest earned on those funds, not expended during the Period of Performance to PEMA no later than 30 calendar days after notification by PEMA.
11. Interest-Bearing Account. Upon the Grantee’s receipt of grant funds, the Grantee shall promptly deposit those funds in a separate, interest-bearing account in a bank or other financial institution insured by the FDIC, NCUA, or equivalent governmental insurer. The Grantee shall utilize interest earned on grant funds solely to carry out Project activities.
12. Commonwealth Standard Terms and Conditions. The Grantee shall comply with the Commonwealth’s Standard Terms and Conditions, Grant Version (Revised – 10/1/2023) set forth in Attachment C.
13. Compliance with Applicable Law. The Grantee shall comply with all applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, the provisions of Act 147 and RERF regulations at 4 Pa. Code Chapter 116. It is the affirmative, non-delegable duty of the Grantee and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these state grant funds.

14. No PEMA Liability. PEMA shall not be liable for any claims, damages, or liability arising out of, or related to, the Grantee's activities, programs, or services funded, in whole or in part, under this agreement. Nothing in this agreement may be construed to waive or otherwise affect the sovereign immunity of the Commonwealth or its agencies.
15. Record Retention and Audit. The Grantee shall comply with the record retention and audit provisions of 4 Pa. Code § 116.9 and the following requirements:
 - a. Maintenance of Records. Utilizing accepted procedures, the Grantee shall maintain, at its principal offices or place of business, complete and accurate records, including documents, correspondence, and other evidence pertaining to costs and expenses incurred by the Grantee under this agreement, and reflecting all matters and activities covered by this agreement. The Grantee shall maintain all records for a period of three years from the end of the funding year (June 30) in which the Grant Award was made, except in those cases where unresolved claims or audit questions may require the Grantee to continue to maintain some or all records until the claim or question is finally resolved.
 - b. Audit Rights. At any time during normal business hours and as often as PEMA requires, the Grantee shall make all records related to this agreement available for inspection by PEMA, Office of the Budget, Office of State Inspector General, PEMA of the Auditor General, Office of Attorney General, or their authorized representative(s) to audit, examine, and make copies of these records.
16. Offset, Withhold, and Recoup. At any time, PEMA may offset, withhold, or recoup grant funds or payments for Project activities and expenses if PEMA determines that either the Grantee has violated this agreement or the Grantee's expenditures are or were not eligible, proper, or allowable. The Grantee shall return grant funds in accordance with any recoupment instruction provided by PEMA. These rights and remedies are in addition to those PEMA may have under law, statute, regulation, or otherwise.
17. Temporary Suspension.
 - a. Grounds for Suspension. PEMA may temporarily suspend this agreement for Grantee's breach of this agreement, violations of applicable law, audit exceptions, misuse of grant funds, gross mismanagement of the Project, malfeasance, or criminal activity.
 - b. Notice of Suspension. PEMA shall provide a written notice of suspension to the Grantee. The notice must set forth the effective date of the suspension and identify the reason(s) for the suspension.

- c. Effect of Suspension. During the period of suspension, the Grantee shall not expend any grant funds in its possession.
- d. Grantee Obligations During Suspension. The Grantee shall cure all deficiencies identified in the notice of suspension to PEMA's satisfaction. The Grantee may not recommence Project activities until PEMA, at its discretion, reinstates this agreement by written notice following the suspension.

18. Termination.

- a. Termination for Convenience. PEMA may terminate this agreement at any time for its convenience by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the notice. The Grantee shall return all unused grant funds, and any interest earned on those funds, to PEMA no later than 30 calendar days after the effective date of the termination.
- b. Non-Appropriation. If the Term exceeds one year and funds are not appropriated or otherwise made available to PEMA to support the RERF grant program in a subsequent year, PEMA may terminate this agreement by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in PEMA's notice. The Grantee shall return all unused grant funds, and any interest earned on those funds, to PEMA no later than 30 calendar days after the effective date of the termination.
- c. Termination for Cause. PEMA may terminate this agreement for cause by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the notice. The Grantee shall return all unused grant funds, and any interest earned on those funds, to PEMA no later than 30 calendar days after the effective date of the termination.
- d. Survival of Terms. The Grantee's obligations set forth in paragraphs 7(c), 12, 13, 14, 15, and 16 will survive the termination of this agreement.

19. Notice. All notices and other correspondence required or permitted under this agreement must be in writing and personally delivered or delivered by United States Postal Service, prepaid certified or registered mail, return receipt requested, by overnight courier with written evidence of receipt, or by email with evidence of receipt. Any notice or correspondence must be sent to the applicable party at the following address:

- a. If to PEMA:
Tasha Cressler
Administrative Officer 3
PEMA
1310 Elmerton Avenue
Harrisburg, PA 17110

- b. If to the Grantee:
Brian Pasquale
Director
Lancaster County Emergency Management Agency
28 S Charlotte Street
Manheim, PA 17545

Either party may change its designated address by providing written notice to the other party.

- 20. Amendments and Modifications. Except as provided in paragraphs 2, 3, 5, 6, 7(c), and 19 no alterations or variations to this agreement are valid unless they are made in writing and signed by the parties with the same formality as this agreement.

- 21. Assignment. The Grantee may not assign or transfer its rights or duties under this agreement without the prior written consent of PEMA. Approval of an assignment does not establish any legal relationship between the Commonwealth or PEMA and the assignee.

- 22. Independent Parties. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Grantee as the representative or general agent of PEMA for any purpose whatsoever.

- 23. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.

- 24. No Waiver. No delay or failure of PEMA or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by PEMA or the Commonwealth of the provision or its right or remedy.

25. Integration and Merger. When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.
26. Counterparts. This agreement may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.
27. Electronic Signatures. This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301, *et seq.*
28. Signatories Attestations. By signing this agreement, the individuals signing on behalf of the Grantee (“Signers”) acknowledge that:
- a. their electronic signatures confirm that they are authorized to sign this agreement and contractually bind the Grantee.
 - b. they are acting in compliance with the applicable law and the organizational and governance documents of the Grantee.
 - c. they and the Grantee understand that PEMA will rely on these representations and confirmations in its subsequent review and execution of this agreement.
 - d. they are submitting official information to the Commonwealth.
 - e. they are aware that any false statement(s) made to PEMA or the Commonwealth related to this grant may subject them to substantial civil and criminal penalties, including 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

LANCASTER RERF PROJECT BUDGET



Pennsylvania
Emergency Management Agency

DGM-29



Grant Reporting Period: October 1, 2025 - June 30, 2027
Subrecipient Name: Lancaster


Grant Award: \$36,353.00
Project Total: \$36,353.00
Funds Expended: \$0.00

Version 20250129

Project #	Project Category	Budgeted Item	Original Projected Budget Amount	Project Reallocation Requested	Project Reallocation Approved	Total Project Amount	Project Funds Expended	Project Balance
1	Planning	Radiological Planner Salary (Personnel)	\$36,353.00			\$36,353.00	\$0.00	\$36,353.00
TOTALS			\$36,353.00	\$0.00	\$0.00	\$36,353.00	\$0.00	\$36,353.00



Pennsylvania
Emergency Management Agency



Radiation Emergency Response Fund (RERF) Grant Program Administrative Guide

February 2026

Contents

Executive Summary and Overview	2
Legal Authorities and Administrative Guidance	2
Chapter 1: Application and Award.....	2
Overview of the Application Process	2
Performance Period	2
Online Application Submission Process	3
Application Review Process	3
Grant Agreements	3
Advanced Payment.....	3
Chapter 2: Grant Modifications and Revisions	3
Grant Extensions and Project Revisions – Grant Activity Request Form	3
Chapter 3: Allowable Costs and Activities.....	4
Allowable Cost Categories	4
Chapter 4: Supporting Documentation and Reporting Requirements	5
Acceptable Proof of Payment Documentation:	5
For personnel costs:	6
For travel:	6
For training, conferences, and exercises:.....	6
For training supplies or equipment:.....	6
Chapter 5: Monitoring	6
Desk Monitoring	6
Monitoring Reports.....	7
Corrective Action Plan and Finding Resolution	7
Chapter 6: Expenditure of Grant Funds.....	7
Chapter 7: Important Dates and Deadlines	8
Chapter 8: Grant Close-out	8
Chapter 9: Program Assistance.....	8

Executive Summary and Overview

The Radiation Protection Act of 1984 (“Act 147”) authorized the Radiation Emergency Response Fund (“RERF”) grant program, which provides financial assistance to counties, risk municipalities and Commonwealth of Pennsylvania (“Commonwealth”) agencies to develop an integrated emergency response capability to the health hazards, dangers, and risks posed to the public by the release of radiation. The program supports preparedness response to, recovery from, and mitigation for radiological emergencies, and aids the counties, municipalities, and Commonwealth agencies in meeting the requirements of Act 147, the Commonwealth’s Radiological Emergency Response Program (“RERP”), and 4 Pa. Code §§ 116.1 *et seq.*, as amended.

Legal Authorities and Administrative Guidance

The following legal authorities and requirements govern the use of RERF funds and grant activities:

- Emergency Management Services Code (35 Pa. C.S. §§ 7101-7707), as amended
- Act 147 (35 P.S. §§ 7110.101-7110.704), as amended
- Relevant grant agreement between the Commonwealth and the Grantee
- RERF Regulations (4 Pa. Code §§ 116.1-116.10), as amended

Chapter 1: Application and Award

Overview of the Application Process

Allocations of RERF funds are determined by the Commonwealth using an established formula based on the total available funding.

The RERF grant application involves a two-step process:

1. Submitting an application into the Electronic Single Application (ESA) system.
2. Completing the DGM-29 Budget and Expenditure Report (DGM-29 Form) and uploading it to the Hazmat Division SharePoint page, which is available at: <https://spportal.penndot.pa.gov/pemahazardousmaterialsdivision/HAZMAT%20Grants/Lists/Grants%20Folders/Tiles.aspx>.

PEMA will notify eligible applicants via email once the ESA application period opens. At that time, each eligible entity may apply to receive an award allocation. Each eligible entity will be able to view its award allocation through the DGM-29 Form on the Hazmat Division SharePoint page.

Performance Period

The grant performance period is the timeframe during which a grantee may incur costs and carry out grant-related activities authorized under the award. Costs incurred and activities performed outside of this period are not eligible for funding under the grant program. The RERF grant period of performance aligns with the state fiscal year, beginning July 1 and ending June 30 of the following year.

Online Application Submission Process

PEMA will notify all county emergency management coordinators via email once the online application opens. All applications must be submitted prior to the deadline stated in the email announcement.

Applications must be submitted through the ESA system, which can be accessed at: <https://grants.pa.gov>. PEMA will not accept applications that are late, incomplete, or not submitted in the required format.

Application Review Process

PEMA will review each application to ensure that it satisfies the goals and objectives outlined in the Radiation Protection Act and applicable PEMA guidance.

All applications and DGM-29 Form submissions received by the specified application deadline will be evaluated by a review team composed of staff from PEMA's Bureau of Grants Management, Bureau of Technological Hazards, and the designated PEMA Area Office. During the review process, applicants may be asked to correct or clarify items and other information provided in their application. PEMA staff will work directly with applicants to address any such issues.

Projects that do not meet the specified requirements will be deemed unacceptable and will not receive funding. The designated PEMA Area Office will promptly notify the applicant affected by this determination.

Grant Agreements

PEMA will send grant agreements electronically to award recipients for review and signature. Each agreement covers a 12-month period of performance (POP). Electronic signatures are captured through the ESA signature process. Authorized signatories will receive an email with access to the online eSignature portal to execute the grant agreement.

Grantees may begin incurring eligible grant expenditures on the first day of the POP.

Advanced Payment

After executing the grant agreement, PEMA may advance up to 100% of the awarded funds to counties through Automated Clearing House (ACH) payment. If a grantee has changed bank accounts since the previous year, it must:

- Notify PEMA immediately.
- Complete a new DGM-04 Bank Account Verification Form.
- Register the new bank account with the Vendor Data Management Unit via the Office of the Budget website at https://www.pa.gov/services/budget/1_1_8-non-procurement-vendor-help.

Failure to update this information in a timely manner may delay the grantee's payment.

Chapter 2: Grant Modifications and Revisions

Grant Extensions and Project Revisions – Grant Activity Request Form

At its discretion, PEMA may approve a grantee's request for project modifications or an extension to complete a project under extenuating circumstances.

Project modifications are only appropriate when circumstances require a change in the project scope, such as additions, revisions, or cancellation due to a re-evaluation of priorities, updated risk assessment, or needs assessment.

A grantee must complete and electronically submit a Grant Activity Request form for any project modification or extension request **no later than 30 days prior to the end of the POP**. **Submissions less than 30 days from the POP end date may be denied**. The Grant Activity Request form is available at: <https://arcg.is/1HnGWi0>.

A request form must be submitted for any of the following changes:

- **Extensions:** Requests for additional time to complete a project.
- **Reallocations:** Changes in the distribution of approved funds between budget categories or projects.
- **Project Additions/Deletions:** Requests to add, remove, or modify projects from the approved plan.
- **Multi-Year Projects:** Submissions for projects extending beyond a single grant period.
- **Multiple County Projects:** Requests involving collaboration across counties.
- **Special Activity Requests:** For activities outside of the standard project scope that require approval.

Chapter 3: Allowable Costs and Activities

Allowable Cost Categories

The following is a list of allowable costs and activities and for RERF grant funding. An applicant may request grant funds for expenses not listed below only with the prior written approval of PEMA.

- Develop, revise, upgrade, and test radiological emergency response plans for the county and its municipalities, hospitals, nursing homes, prisons, and schools within their respective Emergency Planning Zones.
- Participate in drills and exercises, including remedial drills and exercises scheduled by PEMA or the federal government.
- Develop, revise, and implement a countywide public information and education program addressing the health aspects, hazards, and effects of radioactive releases associated with a fixed nuclear facility incident, including appropriate response actions for individual protection and preparedness.
- Procure essential equipment, such as two-way radios for communication between a county and its municipalities for traffic control. This may also include other traffic control equipment and supplies, such as traffic barriers, signage, cones, and similar items.
- Develop and maintain a list of individuals with access and functional needs and other persons requiring special assistance. Special assistance includes individuals requiring life-supporting equipment or special transportation needs. Allowable activities may include planning costs and related equipment purchases.
- Develop and maintain a program to recruit and train volunteers (e.g., bus drivers, Emergency Operations Center (EOC) staff, and decontamination/monitoring teams) necessary to maintain response capability under the county RERP.
- Pay for personnel costs directly related to the development, implementation, or maintenance of the county RERP. A detailed justification of personnel costs must be included in the application and uploaded to SharePoint.

- Procure construction or remodeling supplies for an EOC, or purchase equipment for an EOC. A detailed justification explaining how the proposed activities will meet an identified need or improve capabilities must be included in the application and uploaded to SharePoint.
- Provide maintenance services for equipment purchased for radiological emergency response functions.
- Maintain and replace radiological survey instruments in compliance with the FEMA REP Manual and FEMA-REP-22 Survey Equipment Guidance.
- Purchase of portal monitors: The capabilities and intended use of radiological response and monitoring equipment must be provided. This includes radiological response or monitoring equipment and related supplies (e.g., portable radiation portal monitors, protective ensembles, etc.).
- Purchase of in-county (municipal, shelter, etc.) computers and printing equipment to support enhanced data collection, provided the purchase supports an unmet need identified in the county RERP plan.
- Emergency power capabilities for EOC operations in risk counties and municipalities.
- Equipment (e.g. trailers, etc.) to permit rapid mobilization and response capability.
- The purchase of dual-use items may be considered, but only after all RERF-specific unmet needs have been addressed.

Chapter 4: Supporting Documentation and Reporting Requirements

All grantees must prepare and submit a Final Reconciliation Report detailing all project activities completed during the POP. The report must be uploaded to the Hazmat Division SharePoint no later than July 30th of the fiscal year or, if an extension is granted, 30 days after the end of the POP.

PEMA reserves the right to withhold or offset grant funds for non-compliance with these reporting requirements. Failure to submit the report by the deadline may affect eligibility for future grant funding.

Each Final Reconciliation Report must include the following:

- A completed DGM-29 Form with the expenditure tab completed and submitted as an Excel spreadsheet in SharePoint.
- Copies of paid invoices with clear descriptions of each expense.
- Proof of payment for each expenditure. Generic entries will not be accepted. (Example of unacceptable entry: “\$13,000 reimbursement to the County for HAZMAT program.”)
- Any additional expenditure-supporting documentation, such as final quotes, executed contracts, purchase orders, agendas, sign-in sheets, etc.

Acceptable Proof of Payment Documentation:

- Copy of cancelled check (front and back).
- Copy of bank statement showing the funds have been paid.
- Printout from a computer-generated accounting system with costs annotated and highlighted.
- If the expense was paid by credit card, additional supporting documentation showing the credit card was paid off is required.

Acceptable supporting documentation may vary based on the type of expense. Grantees are encouraged to maintain detailed records and to contact PEMA if clarification is needed for a particular expense item. Examples of other supporting documents include:

For personnel costs:

- Payroll report from county-generated accounting system identifying hours worked and paid to each applicable employee by pay period. Costs should be annotated and highlighted. Position descriptions must be submitted in SharePoint, and any temporary RERF grant-related assignments must be confirmed by a supervisor in writing.

For travel:

- Receipts for travel-related expenses.

For training, conferences, and exercises:

- Syllabus/Agenda.
- Sign-in sheets or attendance rosters for county-hosted trainings or meetings.

For training supplies or equipment:

- Copy of contract or purchase order showing deliverable/equipment.
- Explanation or description of the purpose of the supplies/equipment.

Chapter 5: Monitoring

PEMA reserves the right to monitor grantees at any time to ensure full compliance with financial and programmatic responsibilities established by RERF grant guidance, state and federal regulations, the terms and conditions of the grant agreement, and any other applicable requirements.

The objectives of PEMA’s Grantee monitoring program are as follows:

- Verifying compliance with all terms, conditions, and allowable uses of grant funds.
- Evaluating the grantee’s financial management practices.
- Reviewing programmatic activities and issues as they relate to the grant.

PEMA conducts desk monitoring of a sample of grantees each state fiscal year. Grantees selected for desk monitoring will receive direct email notification from PEMA’s Bureau of Grants Management and must submit the following:

- A General Ledger Report or equivalent accounting system report showing receipt of RERF funds.
- A report from the accounting system showing RERF-related expenditures, with detailed breakdowns or line-item analysis when expenses are grouped or summarized.
- Documented proof that RERF funds were deposited into an interest-bearing account clearly showing deposit and account type (e.g. a month-end bank statement).
- A copy of the grantee’s records retention policy.

Desk Monitoring

Desk monitoring consists of both a financial and programmatic review of RERF grant activities—from initial application through grant close-out. During this process, PEMA will:

- Review grantee records already on file.
- Request additional information or supplemental documentation, if necessary.

- Ask clarifying questions to ensure accuracy and compliance with program requirements.

Grantees are expected to respond in a timely manner and provide complete documentation upon request.

Monitoring Reports

Upon completion of the desk monitoring review, PEMA will issue a monitoring report within 30 days. If any findings are noted in the report, the grantee is required to prepare and submit a Corrective Action Plan (CAP) within 45 days of issuance of the report.

Corrective Action Plan and Finding Resolution

The CAP must include:

- Detailed steps the grantee will take to resolve each finding and prevent future occurrences.
- A timeline for completing each corrective step.
- Identification of the personnel or departments responsible for completing each action.

Once received, PEMA will review the CAP and notify the grantee in writing of one of the following outcomes:

- Acceptance of the CAP, at which point PEMA will return to monitor for completion of the corrective actions after 90 days.
- Rejection of the CAP, in which case the grantee must submit a revised CAP within 30 days of PEMA's notification.

Failure to resolve findings or submit a CAP by the required deadlines may result in suspension or termination of current or future funding.

Grantees are responsible for maintaining complete and accurate records throughout the grant period to support all financial transactions and programmatic activities. Grantees must also comply with the audit requirements of the grant agreement and 4 Pa. Code § 116.9. Failure to comply with recordkeeping, audit, and monitoring requirements for RERF funding may impact future funding eligibility.

Chapter 6: Expenditure of Grant Funds

Grantees must obligate and expend all RERF grant funds within the established grant performance period.

The Grantee may use interest earned on advanced funds for allowable project activities or return any unused interest to PEMA.

Any unused advanced funds, and any interest earned on those funds, must be returned to PEMA by separate check. Checks must be made payable to the "Commonwealth of Pennsylvania" and mailed to the following address:

PEMA
Attn: Fiscal Officer
1310 Elmerton Avenue
Harrisburg PA 17110

After PEMA reviews final expenditure documentation, a Return of Funds letter will be sent to the grantee. A copy of the letter must be included with the returned check when it is mailed.

Chapter 7: Important Dates and Deadlines

Grantees are responsible for tracking and complying with all key dates in the grant cycle, which include the following milestone deadlines:

- 30 Days Before POP End Date – All Grant Activity Requests must be submitted via Hazmat Division SharePoint.
- Grant POP End Date – All project activities must conclude. *No new activities may occur.*
- 30 Days After POP End Date – Final performance report is due and must be uploaded to Hazmat Division SharePoint site:
<https://sportal.dot.pa.gov/pemahazardousmaterialsdivision/HAZMAT%20Grants/Lists/Grants%20Folders/Tiles.aspx>.

Chapter 8: Grant Close-out

At the conclusion of the grant period, PEMA will review the submitted final report and all associated supporting documentation submitted by the grantee. Any portion of the funds not supported by adequate documentation for approved project activities must be returned to PEMA in accordance with Chapter 6. Returned funds may include:

- Unused advanced funds
- Earned interest on grant funds
- Disallowed expenses

PEMA will close out the grant once all required documentation has been reviewed and all financial obligations have been reconciled, including the return of any unused, interest, or disallowed funds.

Chapter 9: Program Assistance

For administrative questions relating directly to the RERF grant, please contact PEMA Grants Division at RA-dgmhmgrants@pa.gov.

For programmatic questions relating to the RERF grant please email RA-EMRERP@pa.gov or the PEMA respective Area Office contact.

For ESA technical or access issues, please contact the ESA Help Desk at 833-448-0647 (available Monday through Friday, 8:30 AM - 5:00 PM EST) or email egrantshelp@pa.gov.

Commonwealth Standard Terms and Conditions
Grant Version
(Revised - 10/1/2023)
Version 2

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 Grantee acknowledges that 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:
- i. 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.
 - ii. 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.
 - iii. 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 be 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.