

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

WEDNESDAY, APRIL 15, 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 8, 2026 Evening Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
 - a. **District Attorney's Office – Victim/Witness Services - Grant Renewal Application with the Pennsylvania Commission on Crime and Delinquency (PCCD)**
Deanna Weaver, Program Director
 - b. **Juvenile Probation - Grant Application with the Juvenile Court Judges' Commission**
Cheri Modene, Director
 - c. **Behavioral Health and Developmental Services – Agreement with PeerStar, LLC**
Jan Bailey, Deputy Director of Mental Health Services
 - d. **Children and Youth Agency and Juvenile Probation – New and Renewal Agreements**
Crystal Natan, Executive Director, Children and Youth Agency
Cheri Modene, Director, Juvenile Probation
 - e. **Office of Aging – Memorandum of Understanding with the Lehigh-Berks-Lancaster Elder Abuse Multidisciplinary Team**
Tom Martin, Executive Director
 - f. **Purchasing Department on behalf of Information Technology – Agreement with Hewlett-Packard Financial Services Company**
Vincent Cash, Buyer II
Sohail Sayeg, Customer Service Manager
6. Business from Guests
7. Adjourn

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the District Attorney's Office – Victim/Witness Services, to approve the following:

Grant Renewal Application With: Pennsylvania Commission on Crime and Delinquency (PCCD)
Harrisburg, PA

Purpose: To apply for Victims of Crime Act (VOCA) funding for the continued provision of victim's services. This is one of two recurring grants used to partially fund the salaries and benefits of three victim advocates who provide support, accompaniment, information and referrals to victims of domestic violence, sexual assault, child abuse and other violent crimes.

Amount/Term: \$159,115 for the period October 1, 2026 through September 30, 2027.

Funding: 100% Federal funding.

**PENNSYLVANIA COMMISSION ON CRIME
AND DELINQUENCY**

PCCD USE ONLY

Applicant Hereby Applies to the PCCD for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Grant Number(s)
		-- 46674-2

Type of Funds for which you are applying	Victims of Crime Act (Federal 16.575 VOCA)		
Applicant	Name Of Applicant: Lancaster County Commissioners		
	Federal I.D.:	County: Lancaster	
	Street Address Line 1: 150 North Queen Street Suite 710		
	Address Line 2:	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17603-3562
Recipient Agency	Victim/Witness Services		
Project Director	Name: Ms. Deanna Weaver		Title: Program Director Agency: Lancaster County Commissioners
	Street Address Line 1: 150 North Queen Street Suite 710		
	Address Line 2:	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17603-3562
	Phone:	Fax:	Email:
Financial Officer	Name: Mr. W. Scott Wigglesworth		Title: Controller Agency:
	Street Address Line 1: 150 N. Queen Street		
	Address Line 2: 7th Floor	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17603
	Phone:	Fax:	Email: s
Contact	Name: Ms. Deanna Weaver		Title: Program Director Agency: Lancaster County Commissioners
	Street Address Line 1: 150 North Queen Street Suite 710		
	Address Line 2:	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17603-3562
	Phone:	Fax: 7	Email:
Brief Summary of Project (Do Not Exceed Space Provided)	<p>Short Title (May not exceed 50 characters) VOCA Project- Victim Witness Services</p> <p>This project will fund partial salaries and benefits for three victim advocates who provide information, support and advocacy. These advocates primarily serve victims of domestic violence, sexual violence, child abuse, human trafficking, and other serious crimes including homicide.</p>		

Grant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	94,962.00
EMPLOYEE BENEFITS	64,153.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	0.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	159,115.00

TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	159,115.00	100%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	0.00	
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	159,115.00	100%

Project Start Date: 10/1/2026

Project End Date: 9/30/2027

BUDGET DETAILS**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 2	TOTAL
Victim/Witness Services	159,115.00	159,115.00
Total:	159,115.00	159,115.00

Recipient Agency: Victim/Witness Services

BY CATEGORY	YEAR 2	TOTAL
PERSONNEL	94,962.00	94,962.00
EMPLOYEE BENEFITS	64,153.00	64,153.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	0.00	0.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	0.00	0.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	159,115.00	159,115.00

Applicant Agency: Lancaster County Commissioners

BY SOURCE	YEAR 2	TOTAL
FEDERAL	159,115.00	159,115.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	0.00	0.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	159,115.00	159,115.00

BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Victim/Witness Services

YEAR 2

PERSONNEL

Justification: PMR #1 -

I am changing the position of bilingual victim advocate to second domestic violence advocate. The position was vacated just over six months ago, and we have been unable to find a qualified candidate who is bilingual. I cannot afford to leave this position vacant any longer and do have the resources for an interpreter when needed, so we will still be able to continued served LEP victims.

Keyshla (Angel) Negron was our bilingual domestic violence victim advocate, but that position has been vacant since August 2025 when Keyshla left, which is (Before this grant even started), so i am changing that position to Second DV Victim Advocate.

Update: We are currently interviewing for our Second DV Victim Advocate and hope to have that position filled soon.

We are using the grant to support salaries and benefits for victim advocates who provide the direct services enumerated in our grant. There are three victim advocates who are partially funded by this grant. Donna Jones is our domestic violence advocate. This grant also funds our Second DV advocate which is currently vacant. The third position which is partially funded by this grant is our sexual assault/child abuse victim advocate, Stephanie Wisler. Her position is also partially funded by our other grant (RASA/VOJO). We have had these positions for several years. All of the salary and benefits numbers are based on the 2026 amounts.

COST

Position: SA-CA Victim Advocate

Name: Stephanie Wisler

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
23	x 52	x 31.75	37,973.00
Standard working hours per week: 37.500 hrs.		% Budgeted Hours: 61.333	

Position: Second DV Victim Advocate

Name: vacant

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
23	x 52	x 23.50	28,106.00
Standard working hours per week: 37.500 hrs.		% Budgeted Hours: 61.333	

Position: DV Victim Advocate

Name: Donna Jones

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
23	x 52	x 24.15	28,883.00
Standard working hours per week: 37.500 hrs.		% Budgeted Hours: 61.333	

Personnel - Year 2 Total: 94,962.00

BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Victim/Witness Services

EMPLOYEE BENEFITS

Justification: All of the benefit amounts are the budgeted benefit costs for these personnel positions. These advocates devote 100% of their time to VOCA- eligible activities supported by this grant. Stephanie is partially funded by another grant, but none of her activities differ from those described in this grant. The benefit amounts used are the 2026 costs. The benefit calculations are: FICA (7.65%), Retirement (6.925%), Unemployment Compensation (\$60), Workers Compensation (est.4%), Life Insurance (4.628/1000- based on years of service), and Medical which includes Health Insurance (budgeted at \$17,302 Average), Dental (\$439) and Vision (\$168). Health Insurance varies depending on the number of dependents an employee is covering.

COST

Position: Second DV Victim Advocate

Name: vacant

% Budgeted Hours: 61.33

Benefit	Other Benefit Name	Total Benefit Cost	Cost of Benefit paid by Grant	% Budgeted Cost
FICA	N/A	3,493.00	2,142.00	61.32
Medical	N/A	22,925.00	14,060.00	61.33
Worker's Compensation	N/A	187.00	114.00	60.96
Retirement	N/A	3,161.00	1,938.00	61.31
Unemployment Compensation	N/A	60.00	36.00	60.00
Other	Life Insurance	85.00	52.00	61.18
Totals:		29,911.00	18,342.00	

Position: DV Victim Advocate

Name: Donna Jones

% Budgeted Hours: 61.33

Benefit	Other Benefit Name	Total Benefit Cost	Cost of Benefit paid by Grant	% Budgeted Cost
FICA	N/A	3,193.00	1,958.00	61.32
Medical	N/A	35,841.00	21,968.00	61.29
Worker's Compensation	N/A	191.70	117.00	61.03
Retirement	N/A	3,237.00	1,980.00	61.17
Unemployment Compensation	N/A	60.00	36.00	60.00
Other	Life Insurance	85.00	52.00	61.18
Totals:		42,607.70	26,111.00	

Position: SA-CA Victim Advocate

Name: Stephanie Wisler

% Budgeted Hours: 61.33

Benefit	Other Benefit Name	Total Benefit Cost	Cost of Benefit paid by Grant	% Budgeted Cost
FICA	N/A	4,118.00	2,525.00	61.32
Medical	N/A	23,225.00	14,245.00	61.33
Worker's Compensation	N/A	251.00	153.00	60.96
Retirement	N/A	4,249.00	2,605.00	61.31
Unemployment Compensation	N/A	60.00	36.00	60.00
Other	Life Insurance	222.00	136.00	61.26
Totals:		32,125.00	19,700.00	

Employee Benefits - Year 2 Total: 64,153.00

YEAR 2 TOTAL: 159,115.00

SECTIONS:

A. Executive Summary

Executive Summary - (length is limited to 5,000 characters; approximately one printed page)

1.

All applicants should fill out the following script and paste into the Executive Summary section:

The *[name of applicant]* is requesting \$ _____ to *[provide a single sentence or two describing what you are seeking to implement with your grant funding]*.

These funds will be used for the following: *[provide bullet points of what the funds will be used for]*.

Please note that responses in this section will be used in grant summaries and could be mentioned in press releases. Plain language that clearly describes the intent of the project is most effective.

The Lancaster County Commissioners is requesting \$159,115.00 for the Victim Witness Services Program of Lancaster County to provide services to victims of domestic violence related crimes, sexual assault, child abuse, and other crimes. Services include accompaniment, victims compensation assistance, information about the justice process, notification of court events, referrals, individual advocacy, restitution assistance, and victim impact statement assistance.

These funds will be used for the following:

100% salary and benefits for 2 full-time domestic violence advocates

Partial funding for salary and benefits for 1 additional full-time sexual assault-child abuse advocate

SECTIONS:**B. Procurement Details****1.**

Subgrantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal law and the standards identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200.320).

At minimum, PCCD grant recipients and subrecipients must follow the procurement standards as written in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - [2CFR 200.318 through 200.326](#).

Methods of Procurement

Subgrantee must have and use documented procurement procedures, consistent with the standards of 2 CFR 200.320; §200.317, §200.318, and §200.319 for any of the following methods of procurement used for the acquisition of property or services under a federal award.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67Micro-purchase). To the maximum extent practicable, the subgrantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the subgrantee considers the price to be reasonable, based on research, experience, purchase history or other information and documents it files accordingly.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that the aggregate dollar amount, which is higher than the micro-purchase threshold, but does not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;

SECTIONS:

- (3) The subgrantee must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The subgrantee may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant;
- (4) After solicitation of a number of sources, competition is determined to be inadequate
- (5) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

Micro-purchase (2 CFR 200.67) means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a non-Federal entity's small purchase procedures. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1(Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Simplified acquisition threshold (2 CFR200.88) means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this manual, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation.

Formal Procurement methods. When the value of the procurement for property or services under a federal financial assistance award exceeds the SAT, or a lower threshold established by a non-federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures,. Formal procurement methods also require public advertising, unless a non-competitive procurement can be used in accordance with §200.319.

A proposed formal advertised or competitive negotiated procurement for which only one bid or proposal is received is deemed to be a noncompetitive procurement.

Does this application include any procurements by noncompetitive proposal?

No

2. If you answered "No" to question 1 above, the applicant agency must keep documentation on file to support and verify the competitive method of procurement. The applicant must also keep documentation on file which justifies the selection of the successful vendor. Does the applicant agree to keep supporting documentation as described?

Yes

SECTIONS:

3. If you answered 'Yes' to Question 1 above, please fill in the grid below for each product or service to be procured by noncompetitive proposal. If you have multiple products or services, use the 'Add Row' link to allow entry into a new row of the grid.

ID	Description of Product or Service	Egrants Budget Category	\$ Value of Product or Service	Procurement Method	Vendor Name If Known
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4. Please respond to the following questions for each vendor or contractor identified as being procured using Sole Source: For additional vendors or contractors, select the 'Add New' link.

Proposed Sole Source Vendor #1

4.1. Provide a brief description including the name of the vendor of the product or service being procured and the expected procurement amount.

n/a

4.2. Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed below: 1. The item is available only from a single source; 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or 4. After solicitation of a number of sources, competition is determined to be inadequate. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel

n/a

4.3. Provide a statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.

n/a

4.4. Provide an outline of the unique qualities of the contractor.

n/a

4.5. Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

n/a

4.6. Conflict of interest review: The applicant must disclose any possible conflicts of interest or declare that there are no known conflicts of interest as a result of the procurement.

n/a

SECTIONS:**C. VOCA Eligibility Verification 2025-2027 FA**

1. Does the agency currently receive VOCA funding?

Yes

2. Will the agency provide free services to crime victims through this VOCA funded project?

Yes

3. Does the agency derive at least 25% of funding from non-federal sources?

Yes

4. Does the agency promote, within the community, coordinated public and private efforts to aid crime victims?

Yes

4.1. Please explain how the agency promotes crime victim services within the community.

We partner with, refer to and share responsibilities for providing services to victims of crime with Domestic Violence Services, Sexual Assault

Prevention and Counseling Center of YWCA , the Lancaster County Children's Alliance, and Advoz. We also collaborate on multiple committees, task forces and other projects to further systems advocacy, victim awareness and commemorative events such as Silent Witness,

Crime Victims Rights Week and DV Awareness month.

We provide training and outreach to local law enforcement to raise awareness of victim services within our community. We work with the media liaison of the DA's Office to highlight available victim services within the community. Information about victim services is included routinely with press releases of local crime stories.

5. Does the agency recruit, manage and train volunteers?

No

5.1. If *Yes*, does the agency currently have active volunteers?

A response to this question is optional and no answer was provided.

5.2. If *No*, has a Volunteer Waiver been attached to the Attachment Section of this application for PCCD approval?

Yes

6. Does the agency provide services to victims of federal crimes on the same basis as victims of state crimes?

Yes

7. Does the agency assist victims in seeking available crime victims' compensation benefits?

Yes

8. Is the agency a religiously affiliated organization?

No

SECTIONS:

8.1. If *Yes*, does the agency ensure that services are offered to all crime victims without regard to religious affiliation and that the receipt of services is not contingent upon participation in a religious activity or event?

A response to this question is optional and no answer was provided.

9. Does the agency prohibit discrimination against victims who disagree with prosecution?

Yes

10. Agencies **must** maintain confidentiality of client-counselor information and confidentiality of research information.

Agencies must also adhere to **confidentiality standards** contained in at ***least one*** of the following:

- PCCD Consolidated Victim Service Program Standards
- PCADV Program Standards for Domestic Violence Agencies
- PCAR Program Standards for Sexual Violence Agencies
- National Children's Alliance Standards

10.1. Which of the following **Program Standards** does the agency adhere to?

(Please select **all** that apply.)

PCCD's Consolidated Victim Service Program Standards

SECTIONS:

D. VOCA Project Narrative 2025-2027 FA

Please provide a brief summary of the VOCA project that is outlined in this application.

Applicants must state whether they are continuing existing projects, and/or expanding existing projects. As well as, list any indirect services that will be paid for using VOCA funds.

Be sure that the activities are eligible to be funded with VOCA money and that they meet the list of eligible activities outlined in the VOCA funding announcement.

EGrants will shut down after 20 minutes of inactivity. Typing in a text box is considered inactivity. Remember to periodically hit SAVE at the bottom of the screen so the clock will reset. You could also type your narrative into a Word document and then simply copy and paste the information into the text box in EGrants.

1. List all counties that will be served by this project and the dollar amount that will be allocated to each county. To add a county and allocation select ADD ROW for each county served. PLEASE NOTE: Statewide projects only need to list "Statewide" as the county name.

ID	County Name	Dollar Amount Allocated to County
1.1	Lancaster County	159,115

2. Are you applying for this VOCA funding as a **Children's Advocacy Center (CAC)**?

All CAC applicants must be, at a minimum, an Associate member of the National Children's Alliance with a commitment to achieve full accreditation within 5 years.

No

2.1. If yes, what level of membership does your agency currently have with the National Children's Alliance?

A response to this question is optional and no answer was provided.

SECTIONS:**3. Goals, Objectives, and Activities of the VOCA Funded Project**

If you are an applicant providing services to multiple counties, you are asked to add a separate narrative below for each county by clicking "ADD NEW NARRATIVE."

Narrative #1

3.1. State the name of the county in which services will be provided. Describe the goals, objectives, and activities that will maintain the core services, and service provision to victims that were accomplished through the VOCA 2023-2025 non-competitive funding announcement.

Lancaster County: We are continuing the existing project funded by VOCA non-competitive grant 2025-2027 46674

The objective of the VOCA project is to fulfill the mission of the Victim/Witness Services program; "Victim/Witness Services is dedicated to addressing the effects of crime, empowering victims and upholding victims' rights. We will serve all crime victims, witnesses and their families by providing information, support, and advocacy in an effort to promote healing and resilience."

Within the scope of our VOCA grant, we fund salaries and benefits for three advocates. There are two victim advocates for victims of domestic violence, one of whom is bilingual. Their roles include offering options to victims and advocating with the prosecutors for the wishes of the victim.

They provide criminal justice information, notification of events and accompaniment. They explain and file VCAP claims and assist with follow-up. They refer victims to Domestic Violence Services and community-based counselors and social services as needed. They do safety planning and assist victims with enrolling in SAVIN and with OVA to address their safety and security needs. They advocate with the local prison and the DOC to stop unwanted contact from the defendant and to alert officials to potentially dangerous situations. They may also assist families in domestic violence homicides, providing comfort, support, and encouragement to them along with needed information about the process, their rights, and the services available to them.

We are also partially funding a victim advocate for sexual assault and child abuse. She works with many cases referred to the District Attorney's office for prosecution consideration. She calls the victims and their families to offer services, outline the process, offer accompaniment, offer referrals to counselors, and explain and file VCAP claims and assist with follow-up. Throughout the entire process, she is available to them for support, information, and encouragement. She is also available to assist them in any post-sentence issues; difficulties with school or employers, advocating with Probation and Parole for conditions or enforcement, providing support, accompaniment, and assistance with input into paroling decisions. She also assists families in cases of child abuse homicides, providing comfort, support, and encouragement to them along with needed information about the process, their rights, and the services available to them. She is also partially funded by another grant.

All our advocates have a similar knowledge base, perform the same functions, and can cover one another's work even if they serve different client populations.

The goal of our services is to provide information, support, and advocacy to crime victims and their families, significant others, and witnesses.

SECTIONS:

4.

Does the proposed project modify the service provision for which the applicant received funding through the VOCA 2023-2025 non-competitive funding announcement?

No

4.1. If YES, information and data (service numbers, client surveys, statistics, county specific data, etc.) must be provided to support this variation in service provision. Applicants must highlight any significant change in service provision that was not contained and approved in the VOCA 2023-2025 funding announcement. PCCD staff will review all applications. If an agency’s justification for the funding is insufficient or unsupported by data, PCCD program and fiscal staff reserve the right to reduce the applicant’s VOCA budget accordingly.

5. List any indirect services that will be paid for using VOCA funds.

Each indirect service must clearly provide evidence that:

- 1. Direct Services to crime victims cannot be offered without VOCA support of these expenses.
- 2. The agency has no other source of support for these tasks.
- 3. Only a limited amount of VOCA funds will be used for these expenses.

Examples:

- 1. Skills Training for direct service staff and volunteers.
- 2. Supervision of VOCA-funded Direct Service Providers.
- 3. VOCA related program administration.
- 4. Public Presentations designed to help crime victims identify their own victimization and referral to services.

If you are an applicant providing services to multiple counties, you are asked to add a separate response below for each county by clicking "ADD NEW RESPONSE."

Response #1

5.1. State the name of the county in which indirect services will be paid for using VOCA funds. and a listing of the indirect services:
We are not utilizing funding for indirect services.

6. Does the proposed project include the use of evidence based programming?

No

6.1. If yes, please provide a brief description of the evidence based program. Please Note: Documentation to support evidence-based practices must be attached to the end of this section.

SECTIONS:**E. VOCA Service Impact & Victim Population 2025-2027**

1. This application is reserved for the ability to provide direct services only.

Continue a VOCA funded victim project, funded in a previous year.

2. If awarded, these funds will support direct service staff providing services to the following victims: Please assign an appropriate percentage of the total requested budget in the below grid supporting the listed victimization types. The total of all victimization categories should not exceed 100% of the grant funds requested.

ID	Type of Victim	Percent of Funds Allocated
2.1	Adult Physical Assault	29
2.2	Adult Sexual Assault	7
2.3	Adults Sexually Abused/Assaulted as Children	1
2.4	Arson	0
2.5	Bullying (Verbal, Cyber, Physical)	0
2.6	Burglary	2
2.7	Child Physical Abuse and Neglect	2
2.8	Child Pornography	1
2.9	Child Sexual Abuse/Assault	15
2.10	Domestic and/or Family Violence	24
2.11	DUI/DWI Incidents	0
2.12	Elder Abuse or Neglect	1
2.13	Hate Crime: Racial/Religious/Gender/ Sexual Orient	0
2.14	Human Trafficking: Labor	0
2.15	Human Trafficking:Sex	1
2.16	Identity Theft/Fraud/Financial Crime	0
2.17	Kidnapping (non-custodial)	0
2.18	Kidnapping (custodial)	0
2.19	Mass Violence (domestic/International)	0
2.20	Other Vehicular Crime (e.g. Hit and Run)	0
2.21	Recklessly Endangering Another Person	1
2.22	Robbery	1
2.23	Stalking/Harassment	7
2.24	Survivors of Homicide Victims	1
2.25	Teen Dating Violence	1
2.26	Terrorism (Domestic/International)	0
2.27	Terroristic Threats	7
2.28	Theft	0
Total: Σ		101

SECTIONS:

F. VOCA Services 2025-2027 FA

1. Select each VOCA eligible service that will be provided through the proposed project from the list below. *Please note that Victims Compensation Assistance is a required service under VOCA funding*

- Victims Compensation Assistance
- Information About the Criminal Justice Process
- Information About Victim Rights, how to obtain notifications,etc.
- Referral to Other Victim Service Programs
- Referral to other services, supports, and resources
- Law Enforcement Interview Advocacy/Accompaniment
- Individual Advocacy
- Notification of criminal justice events
- Victim Impact Statement Assistance
- Assistance with Restitution
- Criminal Advocacy/Accompaniment

Discuss how the above identified VOCA services will be provided through the proposed project and explain how each of these services will be delivered through the project. This description should match what you selected in the above VOCA eligible service list. Below is a sample narrative of how Question 2 should be answered to ensure clarity when reviewing the application.

If you are an applicant providing services to a county or multiple counties, please proceed to question number 2. **If multiple counties will be served as part of this project a separate narrative must be provided per county by clicking "ADD NEW RESPONSE."**

If you are applicant proposing a statewide project, please proceed to question number 3.

2. County or Multiple County Projects

Response #1

2.1. Will the selected services be offered in a single county or multiple counties?

Single County

2.2. List the name of the county where services will be provided. If serving multiple counties, a new response is required for each county. This can be accomplished by clicking "ADD NEW RESPONSE" below. Example: Adams

Lancaster

2.3.

For each service selected above please indicate who in your agency is chiefly responsible for the service and how the service is typically delivered in your agency. Example:

SECTIONS:

(1) Victim Compensation Assistance – The Victim Advocate will screen victims for eligibility to apply for victim assistance. For those eligible victims, agency staff will assist in applying for the relevant benefits.

(2) Information about the Criminal Justice Process – Where a pending criminal matter exists, the Victim Advocate will refer every victim to an advocate at the District Attorney’s office. The advocate will coordinate with the DA’s office to ensure services needed by the victim are established, such as interpretation services, accompaniment services and transportation . The Victim Advocate will also provide an overview to the victims about the criminal process and their rights as a victim. Where no criminal matter has been filed but could be, the advocate will inform the victim of the process and help to ensure accompaniment and/or language services.

(3) Referral to Other Victim Service Programs – The Victim Advocate will ensure that those victims with criminal matters are referred to the victim/witness coordinator at the District Attorney’s office. The advocate will also work with the existing victim service programs in the city to ensure that all of the needs of our victims are met.

(4) Crisis intervention – The Victim Advocate will assess the safety of the victim and work to provide safety planning, which may include caregiving needs, meal service, temporary housing for safety, etc.

Note: I am referring to all individuals covered by this grant as victim advocates. Their job titles differ, but they are all victim advocates.

Service: VICTIMS COMPENSATION ASSISTANCE -

The Victim Advocates are trained in the eligibility requirements, benefits, and procedures of VCAP. They contact the victims to explain VCAP options and assist with the gathering of documentation. They file the claim in DAVE. They submit supplemental bills and monitor the claim through DAVE or the claims examiner. When a claim decision is received, the advocates review the claim decisions and help in the filing of an appeal if needed.

Service: INFORMATION ABOUT THE CRIMINAL JUSTICE PROCESS AND INFORMATION ABOUT VICTIM RIGHTS

The Victim Advocates are familiar with the justice systems and the PFA process and utilize databases, court scheduling sites and defendant files to track cases and provide information to victims.

Advocates give victims information about the case and the system, information about rights and services, VCAP, counseling and possible referrals. They seek victim input on reducing/dropping charges, plea agreements and case outcomes. Advocates use brochures, booklets, victim handbooks, websites and other materials to educate victim and their families about the process of a case, their role and rights in the system and the mechanisms in place to get notice and have input into the outcome of the case. They provide practical information to victims, witnesses, and family members, including directions, parking facilities and payment, facilities in the courthouse, time and expected duration for appearances for a trial.

Service: REFERRALS TO OTHER VICTIM SERVICES PROGRAMS AND REFERRALS TO OTHER SERVICES, SUPPORTS AND RESOURCES

The Victim Advocates are familiar with the services and referral procedures for other agencies in the county that may be utilized to assist victims of crime. Victim/Witness Services advocates make victims aware of the services available to them.

Service: INDIVIDUAL ADVOCACY

The Victim Advocates act as a liaison for information, intervention, support, advocacy, and comfort between victims and other stakeholders in the system and/or employers, creditors, landlords, employers, school officials and others. They are a referral source for information and assistance regarding practical needs created or exacerbated by victimization such as housing, food, finances, or other related matters utilizing the referral lists provided by United Way.

Service: VICTIM IMPACT STATEMENTS

SECTIONS:

The Victim Advocates will assist all crime victims with a victim impact statement at the office, at their home or at another safe place. The right to speak at all dispositional proceedings is reviewed by the advocates. If the victim chooses to come, the advocate will tell the attorney and orient/accompany the victim to court. Victims are given assistance and accompaniment post-sentencing to give statements to the Parole Board or any other entity.

Service: LAW ENFORCEMENT ADVOCACY/ACCOMPANIMENT and CRIMINAL ADVOCACY/ACCOMPANIMENT

The Victim Advocates support the rights of victims to be fully informed of all options, participate completely in every area of the system and to freely choose their level of involvement and participation. They support and advance crime victims' input into the handling of a case. They are truthful and candid with victims regarding the circumstances of their case. The Victim Advocates accompany victims to any criminal justice proceedings or represent them if the victim chooses not to attend. The Victim Advocates are

fully trained in the nature, purpose and process of all proceedings, the victim's role, and what the victim may expect from the proceeding and able to communicate it to the victim.

Service: NOTIFICATION OF CRIMINAL JUSTICE EVENTS

The Victim Advocates notify victims of proceedings in their case including preliminary hearings, tender years hearings and other pretrial matters, trials and dispositional proceedings. The purpose and potential outcomes and the victim's rights and role in these proceedings is explained. If the victim can attend, they are offered accompaniment. If the victim has a right to speak, it is explained and assistance offered.

Service: ASSISTANCE WITH RESTITUTION

Note: The process of establishing the amount of restitution owed in a case and creating a restitution summary is done by the Restitution Advocates in all cases except homicides. This is what is done by the Victim Advocates.

The Victim Advocates assist victims to identify, gather and present documentation for inclusion as restitution. They advocate for the collection of restitution owed to victims with the Collections Enforcement units of adult probation and the PA DOC and Board of Probation and Parole. Victims are given assistance and referrals for civil action. In homicide cases, the victim advocates complete the entire restitution process.

3.

Statewide Project

Will the selected services be offered throughout the state as a statewide project?

No

3.1. If yes, identify the VOCA services to be provided through the proposed statewide project, explain how services will be provided and how the project will benefit the commonwealth. Identify the specific personnel that will perform these services and any special training which is required to perform the service delivery.

SECTIONS:

4. Discuss how the proposed project is coordinating with other agencies to avoid duplicating existing services already being provided. This should include a discussion of the current response systems in place to attend to the needs of the crime victims' population to be served.

We partner with, refer to and share responsibilities for providing services to victims of crime with Domestic Violence Services, Sexual Assault Prevention and Counseling Center of YWCA, The Children's Alliance CAC, and Advoz. We also collaborate on multiple committees, task forces and other projects to further system advocacy, victim awareness and commemorative events. When we serve the same victims, we have long established roles to ensure that victims are fully served but avoid duplicating services.

The Sexual Assault Center provides medical advocacy, hotline services and counseling for victims of sexual assault. We provide criminal and juvenile justice advocacy and accompaniment, information about victim rights and notifications and the Victims Compensation Assistance Program claims. Similarly, Domestic Violence Services offers shelter, counseling, emergency legal assistance, assistance with Protection from Abuse orders and a host of other services to domestic violence victims. We provide criminal and juvenile justice system advocacy and accompaniment, information about victim rights and notifications and the Victims Compensation Assistance Program claims. We also cover the advocacy and accompaniment for the Indirect Criminal Contempt of Protection from Abuse orders.

We refer victims to Advoz for Victim/Offender Conferences. We participate in training of volunteers for the Sexual Assault Center, Advoz and the Youth Aid Panels as needed

SECTIONS:

G. VOCA FTE Section 2025-2027 FA

1.

What is the number of **Paid** Full Time Equivalents (FTE's) funded by VOCA?

(Use personnel listed in this application for year 1 of the project only)

ID	Paid FTE's	Total VOCA funded hours per week.	Full Time Work Schedule	VOCA FTE's
1.1	Paid FTE's	69.00	37.50	1.84

2. What is the number of VOCA **Volunteer** Full Time Equivalents (FTE's)?

ID	Volunteer FTE's	Total VOCA funded hours per week.	Full Time Work Schedule	VOCA FTE's
2.1	Volunteer FTE's	0.00	0.00	

3. What is the agency's total number of Paid Full Time Equivalents (FTE's) providing victim services (regardless of the funding source; must include both VOCA and Non-VOCA funded staff)?

ID	PAID FTE's	Total paid hours per week.	Full Time Work Schedule	Agency FTE
3.1	Paid FTE's	545.00	37.50	14.53

4. Provide the agency's total number of paid victim service staff? (Please count each victim service staff once and do not prorate based on FTE.)

15

5. Provide the agency's total number of volunteers supporting the work of this VOCA grant? (Please count each volunteer once and do not prorate based on FTE.)

0

SECTIONS:**H. VOCA Funding Allocation Section 2025-2027 FA**

1. Select the agency's fiscal year period from the list below.

Jan.-Dec.

1.1. If other, please define.

2. Total budgeted amount for all victimization program(s) and/or service(s) within the applicant agency (to include VOCA funds allocated).

1,145,246

3. List annual funding amounts, by source type, allocated to the applicant agency's victim assistance programs and services for the current fiscal year.

3.1. STATE ALLOCATION AMOUNT:

106,031

3.2. LOCAL ALLOCATION AMOUNT:

597,680

3.3. OTHER FEDERAL ALLOCATION AMOUNT (NON-VOCA):

0

3.4. OTHER NON-FEDERAL ALLOCATION AMOUNT:

68,000

3.5. Total Allocation

771,711.00

4. Funds Allocated by Category: Provide the percentage of the total amount of grant funds that will be allocated to each type of crime victim identified in the grid below. The category of underserved victims includes DUI/DWI crash victims, survivors of homicide victims, assault victims, adults molested as children, elder abuse victims, robbery victims, victims of other violent crimes and victims of other non-violent crimes. The total percentage is auto-calculated and must equal 100.

ID	Type of Victim	Percent of Funds Allocated
4.1	Child Physical Abuse/Neglect	1
4.2	Child Sexual Abuse/Assault	7
4.3	Domestic and Family Violence	9
4.4	Adult Sexual Assault/Adults Molested as Children	3
4.5	Underserved (DUI/DWI crashes)	5
4.6	Underserved (assault)	24
4.7	Underserved (elder abuse)	1
4.8	Underserved (robbery)	3
4.9	Underserved (survivors of homicide victims)	4
4.10	Other Underserved (other violent crimes)	19
4.11	Other Underserved (non-violent crimes)	24
Total: Σ		100

SECTIONS:

I. Required Attachments (VOCA 2025-2027)

Required Attachments:

Please attach the following documents to this section.

1. Job Descriptions: Job descriptions for all VOCA-funded staff listed in the grant must be attached in this section. Job titles listed on the attached job descriptions must match the job titles listed under the “Personnel” line item of the budget.

2. Volunteer Waiver: If your agency will be requesting a volunteer waiver, you must type a letter on agency letterhead detailing your request and then scan the letter and attach it to this Attachment Section. Volunteer Waivers will be granted only if your agency has statutory or contractual reasons for not using volunteers. A Volunteer Waiver may also be granted if documentation is provided stating that the agency has no active volunteers despite a sustained and aggressive effort to recruit and maintain volunteers. All subgrantees must use volunteers unless it is determined by PCCD that there is a compelling reason to grant a waiver of this Federal requirement.





3. Subcontracts (only if applicable): Copies of any subcontracts for contracted services associated with the proposed project must be attached in this section. Please see PCCD's Applicant's Manual for additional information regarding contracted services. A sample Personal Services Contract, which is used to contract with individuals, is available as an attachment within the Applicant's Manual.

4. Evidence of Support/Collaboration: In this section, applicants should attach signed letters of support from relevant local community organizations and/or partner agencies. Other items may include signed Memoranda of Understanding or other documentation that demonstrates relevant local support for the proposed VOCA project.

5. Licensure: For those projects providing therapy services, please provide a current copy of the therapist's license.

REQUIRED ATTACHMENTS (VOCA 2025-2027) related attachments:

File Name:

-  Job Description DV Victim Advocate.pdf
-  Job Description Second DV Victim Advocate.pdf
-  Job Description SA-CA Victim Advocate - Stephanie.pdf
-  46674 Lancaster Co VW - VolWaiver Approved.pdf

File Description:

- dv advocate job description
- second dv advocate job description
- SA-CA victim advocate job description
- Volunteer Waiver

SECTIONS:**J. PCCD Standard Terms and Conditions 7/22/2024**

1.

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

Paragraphs 1 – 11 of the “Commonwealth Standard Terms and Conditions” and paragraphs 15 – 17 of the “Additional PCCD Terms for all Projects,” are not applicable to Commonwealth Agencies (including institutions of the Pennsylvania State System of Higher Education).

Paragraphs 1 – 11 of the “Commonwealth Standard Terms and Conditions” are not applicable to the four State-Related Universities (Pennsylvania State University, University of Pittsburgh, Temple University, and Lincoln University) and are replaced with paragraphs 1 - 11 within the document attached to this section titled "Standard Terms and Conditions for State-Related Universities."

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

SECTIONS:

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:

SECTIONS:

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

SECTIONS:

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

SECTIONS:

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

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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;

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- 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.

ADDITIONAL PCCD TERMS FOR ALL PROJECTS

1. Grant Project - Grantee is requesting that the Pennsylvania Commission on Crime and Delinquency ("PCCD") provide a specific grant of funds for Grantee to perform a project as described in this application (the "Grant Project").
2. Status of Grantee - Except for an Grantee that is a Commonwealth agency, Grantee, its officers, agents and employees act in an independent capacity with respect to the Grant Project and are not to be deemed to be officers, agents or employees of the Commonwealth or PCCD.
3. Grant Agreement - An application that is executed by all required Commonwealth of Pennsylvania ("Commonwealth") officials and to which Grantee signifies its agreement as set forth below constitutes the agreement governing the Grant Project (the "Grant Agreement"). PCCD may modify the content of the application following the Grantee's initial application, but prior to disbursement of funds, to reflect programmatic or fiscal concerns, or both. Grantee will signify its agreement to the final version of the application when it does one or both of the following: (1) accepts all or part of the funds it requested in connection with the Grant Project; or (2) fails to give notice of objection to PCCD within 10 business days after PCCD delivers to Grantee a final version of the application.
4. Entire Agreement - No modifications, alterations, changes, or waivers to the Grant Agreement or any of its terms will be valid or binding unless accomplished by an amendment executed in accordance with PCCD procedures.
5. Applicant's Manual - The Grant Agreement incorporates PCCD's "Applicant's Manual-Financial and Administrative Guide for Grants" (the "PCCD Applicant's Manual") by reference. To the extent these Standard Terms and Conditions are inconsistent with any portion of the PCCD Applicant's Manual, these Standard Terms and Conditions govern.
6. Project Expenditures/Duration of Grant Project - PCCD may not disburse Grant Project funds to Grantee until all required Commonwealth officials have executed the application. PCCD will not reimburse costs incurred prior to a starting date specified in the Grant Agreement (the "Effective Date"). Substantial program implementation is required within 60 days of the Effective Date. Obligations outstanding at the termination date must be liquidated within 60 days. Any funds remaining unexpended at the close of the 60-day period must be returned to PCCD. Grantee's obligations to PCCD under the Grant Agreement survive despite termination of the Grant Project.
7. Utilization of Funds - Grantee may expend Grant Project funds only for goods and services covering activities in the approved application, Grantee may only expend funds within the Grant Project period. Grantee shall obtain prior approval from PCCD for project changes between budget categories which exceed 10% of total project cost (total project cost is the sum of PCCD funds, project income and Grantee's match funds) and for a change(s) to purchase additional items or other items that were not included in the approved project budget.
8. Project Income - Grantee shall account for all project income earned or realized by the Grantee through the use of grant funds or as a result of conducting the Grant Project. Such project income must be used to reduce total project costs or, with prior approval of PCCD, may be used to expand the project.
9. Subcontracts - Any subcontract, pass-through agreement or similar agreement entered into by Grantee for execution of project activities or provision of services to a Grant Project must provide that Grantee shall retain ultimate responsibility for the Grant Project and that the subcontractor shall be bound by these

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Standard Terms and Conditions and any other requirements applicable to Grantee in the conduct of the project. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, Grantee shall ensure that these Standard Terms and Conditions and, where applicable, special grant conditions apply to all recipients of grant funds. Upon request by PCCD, Grantee shall provide PCCD with a copy of any document relating to a subcontract or similar agreement.

10. Monitoring and Evaluation - PCCD, in its sole discretion, may undertake a programmatic monitoring of the Grant Project. Grantee shall cooperate with any monitoring and provide any documents or information requested by PCCD. PCCD may require an external evaluation of this project, such evaluation to be funded from the project budget. PCCD reserves the right to approve the selection of the individual or organization to conduct such evaluation.

11. Confidentiality Privilege - If any funds under this Grant Agreement are used to employ the services of a sexual assault counselor as defined by 42 Pa.C.S. § 5945.1, Grantee shall ensure that the counselor: has undergone a minimum of 40 hours of training; provides services under the control of a direct services supervisor of a rape crisis center; and is employed with the primary purpose to render advice, counseling or assistance to victims of sexual assault, as defined in the statute. This requirement is necessary to sustain the confidentiality of information transmitted between the victim and a sexual assault counselor, as provided by 42 Pa.C.S. § 5945.1.

If any funds under this Grant Agreement are used to employ the services of a domestic violence counselor/advocate as defined by 23 Pa.C.S. § 6102, Grantee shall ensure that the counselor/advocate is engaged in a domestic violence program, the primary purpose of which is the rendering of counseling or assistance to victims of domestic violence, and has undergone a minimum of 40 hours of training as defined in 23 Pa.C.S. § 6102. This requirement is necessary to sustain the confidentiality of information transmitted between the victim and a domestic violence counselor/advocate, as provided by law.

12. Reports - Grantee shall submit, at such time and in such form as may be prescribed truthful and accurate information that PCCD may require.

13. Fiscal Regulations - The fiscal administration of grants is subject to such rules, regulations and policies concerning accounting, records, payment of funds, allowance of costs and submission of financial reports as may be prescribed by PCCD or any other governmental entity. Grantee understands that it is required to file an annual information statement (IRS Form 1099) with the Internal Revenue Service for each contracted consultant or other supplier of personal services (other than employees subject to tax withholding) receiving payments under this Grant Project. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be established that are adequate to ensure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that the charges are accurate.

14. Purchases - Grantee shall obtain all supplies, equipment and services for use in the Grant Project at the lowest practicable cost. Grantee shall comply with procurement standards as set forth in the PCCD Applicant's Manual or as otherwise prescribed by PCCD.

15. Intellectual Property (not applicable for Commonwealth agencies including PA State System of Higher Education institutions):

a. If Grantee produces or purchases patentable items, processes, inventions, or similar matter, patent rights, or copyrightable works relating to the Grant Project, Grantee shall promptly and fully inform PCCD of that fact.

b. Unless there is a prior agreement between Grantee and PCCD on disposition of intellectual property rights, PCCD shall determine whether protection for such rights shall be sought. PCCD shall also determine how rights (including rights under any copyrights, patents, or trademarks issued thereon) shall be allocated and administered in order to protect the public interest.

c. Upon completion or termination of the Grant Project, Grantee shall, upon request, give PCCD all papers, files, and other documents or material related to intellectual property interests created through the Grant Project.

d. In the event of alleged or actual infringement of another's intellectual property rights by Grantee or a designee/subcontractor engaged in grant-related activities:

i. Grantee shall defend and indemnify PCCD and the Commonwealth.

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ii. The Commonwealth may choose to defend itself or otherwise participate in such litigation, at Grantee's expense.

iii. Grantee shall compensate the Commonwealth for related infringements on right holder's products.

16. Required Coverages - Grantee shall maintain insurance coverage(s) as required by law.

17. Title to Grant-Funded Property (not applicable for Commonwealth agencies including PA State System of Higher Education institutions):

a. Title to Personal Property - Title to non-expendable personal property acquired in whole or in part with grant funds shall vest in the Grantee. Grantee shall have possession and use of such property so long as it is being used for purposes of the Grant Project by Grantee.

b. Title to Real Property - Title to real estate acquired in whole or in part with grant funds shall vest in Grantee, and the deed shall designate PCCD as first lien holder.

18. Inspection and Audit - PCCD, in its sole discretion, may undertake an inspection or audit, or both, of the financial records of the Grantee relating to the Grant Project. The Grantee shall provide PCCD with full and complete access to all records relating to the performance of the Grant Project and to all persons who were involved in the Grant Project. PCCD may also require, as a condition of award, that an independent financial audit be completed.

19. Record Retention - Regardless of any other applicable requirement, Grantee shall retain all records pertinent to the Grant Agreement, including financial, statistical, property and participant, and supporting documentation for a period of at least three (3) years from the date of submission of the final fiscal report or three (3) years after completion of the audit, whichever is later. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.

20. Termination:

a. PCCD may terminate the Grant Agreement for its convenience if PCCD determines termination to be in its best interest. The Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event is the Grantee be entitled to recover lost profits.

b. PCCD's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year is subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, PCCD may terminate the Grant Agreement.

c. PCCD may, upon written notice to Grantee, to terminate the Grant Agreement prior to the expiration of the Grant Project period, or to suspend payments, on account of Grantee's failure to carry out the project goals, plans or methodology as set forth in the Grant Agreement, or for Grantee's failure to comply with any of its obligations under the Grant Agreement. If it is later determined that PCCD erred in terminating the Grant Agreement for cause, then, at PCCD's discretion, the Grant Agreement will be deemed to have been terminated for convenience.

d. Upon termination for any reason, Grantee shall stop expending funds disbursed through the Grant Agreement and shall return immediately any such funds remaining unexpended.

21. Publication - Any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Grantee or by any subcontractor describing any portion of the Grant Project must contain the following statement:

"This project was supported by PCCD Grant # _____ [refer to page 1 of application for number], awarded by the Pennsylvania Commission on Crime and Delinquency (PCCD). [Add if federal funding is involved: The awarded funds originate with the Office of Justice Programs, U.S. Department of Justice or U.S. Department of Education or U.S. Department of Health and Human Services, as the case might be.] The opinions, findings and conclusions expressed within this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of PCCD [or the applicable federal

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agency]."

Grantee shall submit two copies of any such publication to PCCD to be placed on file and distributed as appropriate to other potential grantees or interested parties.

22. Paid Media Advertising – Grantee shall comply with Act 90 of 2015, also known as the Taxpayer-Funded Advertising Transparency Act. Act 90 of 2015 requires that paid media advertising include a statement that it is funded, in whole or in part, by the Commonwealth of Pennsylvania General Fund and include the following specific statement: "Paid for with Pennsylvania taxpayer dollars." In the case of print advertising, the statement must be included so that it is easily seen and read. In the case of broadcast advertising, the statement must be included as an audio tagline so that it is easily heard. The term "media advertising" includes broadcast advertising and print advertising. The term "broadcast advertising" includes television, radio and other audiovisual advertising. The term "print advertising" includes print and electronic newspaper advertising, print and electronic magazine advertising and billboard advertising. Print advertising does not include advertising in the classified section of a newspaper. This condition only applies to state-funded projects.

23. Recovery of Restitution and Penalties - If Grantee is a governmental entity, it represents that it is, and will remain, in compliance with the requirements of 42 Pa.C.S. § 9728, as amended by Act 84 of 1998 (relating to restitution collection and allocation to victims), and with obligations under the Crime Victims Act, as set forth at 18 P.S. § 11.1302 (relating to use of restitution to reimburse the Office of Victims' Services for its award of compensation) and at 18 P.S. § 11.1101 (relating to collection of costs to be paid into the Crime Victim's Services and Compensation Fund).

24. Other Laws and Regulations - Grantee shall comply with the current requirements of all applicable federal, state, or local laws and regulations.

ADDITIONAL TERMS FOR PROJECTS USING FEDERAL FUNDS

1. Information Systems - With regard to programs related to criminal justice information systems, Grantee shall make adequate provisions for system security, the protection of individual privacy and the integrity and accuracy of data collection. Grantee further agrees that:

a. It shall make all computer software produced under this grant available to PCCD and the federal/state government for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration made by any manufacturer.

b. It shall provide a complete copy of system documentation to PCCD. Documentation will include, but not be limited to, system description, operating instructions, user instructions, program maintenance instructions, input forms, file descriptions, report formats, program listings and flow charts for the system and programs.

c. It shall avail itself, to the maximum extent practicable, of computer software already produced and available without charge.

2. Conflict of Interest - Grantee covenants that neither it, members of its board of directors, its officers or employees will engage in conduct that constitutes a conflict of interest relating to the Grant Project. Such conduct includes using the Grant Project for private gain or creating the appearance of such use, or otherwise undermining the confidence of the public in the integrity of PCCD or the federal funding entity. Requests for proposals (RFPs) for bids issued by the Grantee to implement the project must provide notice to prospective vendors that the federal Organizational Conflict of Interest Guidelines are applicable and that contractors that develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement will be excluded from bidding or submitting a proposal to compete for the award of such contract.

3. Other Federal Laws and Regulations - In conducting activities under this grant, Grantee certifies and assures that it will comply with any federal statutes, regulations, guidelines and documents, if applicable, including but not limited to the following:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200, Ex. Order 12372 (intergovernmental

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review of federal programs) and any applicable regulations such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 54, 61 and 63.

b. Hatch Political Activity Act, 5 U.S.C. 1501-1508.

c. Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, as supplemented by U.S. Department of Labor regulations, 29 C.F.R. Part 5.

d. Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. chapter 60.

e. Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 as supplemented in U.S. Department of Labor regulations, 29 C.F.R. Part 3.

f. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327, as supplemented by U.S. Department of Labor regulations, 29 C.F.R. Part 5.

g. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, 42 U.S.C. § 1857(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and Environmental Protection Agency regulations, 40 C.F.R. part 15.

h. Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. §§ 632 1-6327.

i. Minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Chapter 8.

j. Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 U.S.C. Chapter 61 (for grants to programs that will result in the displacement of persons).

k. Regulations concerning the confidentiality of identifiable research and statistical information set forth in 28 C.F.R. Part 22 (for grants of funds originating from the U.S. Department of Justice).

l. Criminal Intelligence Systems Operating Policies set forth in 28 C.F.R. Part 23 (for grants funded under the Omnibus Crime Control and Safe Streets Act of 1968/Drug Control and System Improvement).

m. Office of Justice Programs (OJP) Financial Guide pertaining to financial and administrative requirements (for grants of funds originating from the U.S. Department of Justice).

n. U.S. Department of Health and Human Services regulations pertaining to grant administration (for grants of funds originating from the U.S. Department of Health and Human Services).

o. U. S. Education Department General Administrative Regulations (EDGAR) pertaining to financial and administrative requirements (for grants of funds originating from the U.S. Department of Education).

4. National Environmental Policy Act Compliance:

a. Grantee assures that it will assist PCCD and the sponsoring federal agency in complying with the National Environmental Policy Act (NEPA) and related federal requirements for environmental-impact analyses. Accordingly, prior to obligating grant funds, Grantee shall first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with the grant funds. That is, as long as the following activity is being conducted by Grantee or any third party and the activity needs to be undertaken in order to use the grant funds, this condition must first be met. The activities covered by this condition are one or more of the following:

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- i. New construction;
- ii. Minor renovation or remodeling of a property either (i) listed on the National Register of Historic Places or (ii) located within a 100-year flood plain;
- iii. A renovation, lease, or any proposed use of a building or facility that will either (i) result in a change in its basic prior use or (ii) significantly change its size; or
- iv. Implementation of a new program involving the use of chemicals other than chemicals that are (i) purchased as an incidental component of a funded activity and (ii) traditionally used, for example, in office, household, recreational, or education environments.

b. Application of this condition to Grantee's existing programs or activities: for any of Grantee's existing programs or activities that will be funded by the Grant Project funds, the Grantee, upon specific request of the U.S. Department of Justice (DOJ), shall cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

c. Grantee will comply with all requirements established to avoid or mitigate adverse environmental effects upon its properties.

5. Mitigation of Health, Safety and Environmental Risks:

a. General Requirement: Grantee shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment, and wastes used in or resulting from the operations of these laboratories.

b. Specific Requirements: Grantee understands and agrees that any program or initiative involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, can result in adverse health, safety, and environmental impacts to:

- i. the law enforcement and other governmental personnel involved;
- ii. any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory;
- iii. the seized laboratory site's immediate and surrounding environment; and
- iv. the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

6. Historic Places - Grantee assures that it will assist PCCD and the sponsoring federal agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1996 (16 U.S.C. § 469a-1) by:

a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects by the activity and notifying PCCD of the existence of any such properties; and

b. Complying with all requirements established to avoid or mitigate the adverse effects upon such properties.

7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

a. Grantee certifies by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from participation in this transaction by any federal department or agency.

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b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 45 (2) below.

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. If Grantee is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.

8. Certification Regarding Lobbying - Grantee, if requesting or receiving federal funds exceeding \$100,000, certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S. Code § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. Certification Regarding Drug-Free Workplace - Grantee certifies that it will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees about:

- i. the dangers of drug abuse in the workplace;
- ii. the Grantee's policy of maintaining a drug-free workplace;
- iii. any available drug counseling, rehabilitation, and employee assistance programs; and
- iv. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the Grant Agreement be given a copy of the statement required by subparagraph (a) of this condition.

d. Notifying the employee in the statement required by subparagraph (a) of this condition that, as a condition of employment under the grant, the employee will:

i. Abide by the terms of the statement; and

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ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Grant Agreement.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (e) of this condition, with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a) through (f) of this condition.

10. Certification of Non-Supplantation - By submitting an application to PCCD and accepting funds disbursed pursuant to the Grant Agreement, the Grantee certifies that the requested federal funds:

a. Will not be used to supplant or replace state or local funds already allocated.

b. Will be used to fund new projects or expand or enhance existing projects.

1.1. Has the applicant agency read and does the applicant agency agree to be bound by all terms and conditions listed above in this section?

Yes

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K. Civil Rights Responsibilities

1. Recipients of PCCD grant funds must provide notification to its employees, program participants and beneficiaries that the recipient does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, disability, or age; and that it does not retaliate against persons who file a discrimination complaint or lawsuit, who complain about discrimination; or who participate in a discrimination proceeding, such as being a witness in a complaint investigation or lawsuit.

1.1. Does the applicant agency provide notifications as described in #1 above?

Yes

1.1.1. Explain how the applicant agency provides notifications described in question #1 above.

Employees: The equal opportunity employment standard and the sexual harassment, discriminatory harassment and antiretaliation policies are detailed in the County of Lancaster Policy and Procedure Manual. At the time of hire, employees sign an acknowledgement that they will read and comply with these policies, and that their employment is contingent on doing so.

Training is required every two years for employees related to harassment and discrimination.

Program Participants- All Bids, Requests for Proposals, MOU's and other written agreements reviewed or created by the Solicitor's Office for the County of Lancaster include a non-discrimination clause in the language. The vendor/agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In the event of noncompliance with the nondiscrimination clause, the contract may be canceled, terminated or suspended in whole or in part and the vendor/agency may be declared ineligible for further purchase orders or contracts with the County.

Beneficiaries: The policy is on the County of Lancaster website, posted on bulletin boards throughout the county owned buildings and on some written materials and email communications with the public.

2. Recipients of federal PCCD grant funds must have written policies in place for notifying employees, program participants and beneficiaries how to file complaints alleging discrimination by the recipient, including how to file complaints with the Department of Justice Office for Civil Rights.

2.1. Does the applicant agency provide notifications as described in #2 above?

Yes

3. Recipients of PCCD grant funds must take reasonable steps to provide persons of limited English proficiency (LEP) meaningful access to services or benefits. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. Information on LEP obligations can be found at www.lep.gov.

3.1. Does the applicant agency have procedures in place to provide services to those that have limited English proficiency?

Yes

3.1.1. Are the services provided free of additional charges/fees?

Yes

3.2. Does the applicant agency keep track of the number of individuals provided service who have limited English proficiency?

No

SECTIONS:

4. Has the applicant agency had any adverse findings of discrimination issued within the past three years based on race, color, national origin, sex, or religion from a federal or state court or a federal or state administrative agency after a due process hearing?

No

4.1. Has the applicant agency submitted all adverse finding as described in Question #4 above to the Federal Office for Civil Rights?

A response to this question is optional and no answer was provided.

4.1.1. Attach a copy of the applicant agency's submission of the adverse finding to the federal Office for Civil Rights to this section of the application.

5. Does the applicant agency receive Federal financial assistance of \$25,000 or more from the Department of Justice and employ 50 or more persons?

Yes

5.1. Does the applicant agency have a designated Section 504 Coordinator? The Section 504 coordinator is responsible for coordinating the applicant agency's efforts to comply with Section 504 of the Rehabilitation Act, including:

1. investigating complaints of disability discrimination. The subrecipient should make available the name, office address, and telephone number of the coordinator

2. adopt grievance procedures that incorporate due process standards, and that provide for the prompt and equitable resolution of complaints alleging disability discrimination

3. notify program participants, beneficiaries, applicants, employees, unions or professional organizations holding collective bargaining or professional agreements with the subrecipient, that it does not discriminate on the basis of disability

Yes

6. Is the applicant agency a faith-based organization?

No

6.1. PCCD grantees must: 1. not use federal resources for explicitly religious activities; 2. complete and submit a Certificate of Exemption, if they have hiring practices favoring coreligionists; and 3. have a referral procedure in place for potential beneficiaries objecting to the religious nature of the organization. Although explicitly religious activities are prohibited in the programs or services funded with PCCD financial assistance, an organization can conduct these activities if it satisfies two conditions. 1. the organization must offer these explicitly religious activities separately, in time or location, from the programs or activities funded with federal financial assistance 2. participation in the programs or activities must be voluntary for beneficiaries. Does the applicant agency understand and agree to these terms?

Yes

SECTIONS:

7.

Responding to Discrimination Complaints:

As a recipient of PCCD federal funds, your organization is required to respond to complaints of discrimination from individuals or groups (i.e. program beneficiaries, subrecipient beneficiaries, or recipient/subrecipient agency employees) who are aggrieved by your agency or any agency receiving funds through this grant. A discrimination complaint may be related to a claim to have been denied the benefits of, excluded from participation in, subjected to discrimination under, or denied employment in connection with any program or activity, on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, disability or age.

The information below is to assist you in providing guidance regarding the proper steps to file complaints of discrimination with the Federal Office for Civil Rights (OCR). Formal complaints should be filed as soon as possible (under some civil rights laws you only have 180 days after the incident to file a complaint; others, such as the Omnibus Crime Control and Safe Streets Act of 1968 and the Violence Against Women Act of 1994, provide a year).

Information about applicable laws, complaint forms, and the investigative process is available at the website for the OCR: <https://www.ojp.gov/program/civil-rights-office/home>. To file a civil rights complaint with OCR, the aggrieved person(s) may file online at <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>. Alternatively, the aggrieved person may complete a Complaint Verification Form and an Identity Release Statement (download from the OCR website) and send the forms to AskOCR@usdoj.gov or mail them to:

Office of Justice Programs
Office for Civil Rights
810 7th Street, NW
Washington, D.C. 20531

Additionally, a copy of this form should be provided to PCCD at the below address:

Pennsylvania Commission on Crime and Delinquency
Director, Office of Financial Management and Administration
3101 North Front Street
Harrisburg, PA 17110

After receiving the letter of complaint, OCR will make the determination if an investigation will be initiated. OCR will contact the complainant as well as the agency in question.

Training and technical assistance on federal civil rights laws is available through the OCR. Online training on federal civil rights laws is available at <https://www.ojp.gov/program/civil-rights-office/training-resources>. PCCD encourages all subrecipients to view the online training and ensure that any other subrecipients are aware of the OCR as a training resource.

7.1. Does the applicant acknowledge that they have read, understand and accept these terms?

Yes

SECTIONS:

8.

EEOP Requirements:

Pursuant to U.S. Department of Justice regulations, all applicants must submit an EEOP Certification Form to the Office for Civil Rights (OCR) at the federal Office of Justice Programs. The applicant may also be required to develop an EEOP and submit an EEOP Utilization Report to OCR. The matrix at the end of this section is meant to help you determine your agency’s EEOP requirements. All applicants for federal funds are required to certify that they are in compliance with OCR requirements and PCCD will monitor successful applicants to ensure compliance with OCR requirements. Please visit OCR’s website at <https://ojp.gov/about/offices/ocr.htm> for additional information. Prepare and submit EEOP and Certification forms referenced in the matrix below at <https://www.ojp.gov/program/civil-rights-office/equal-employment-opportunity-plans>.

IF \ THEN	Does the recipient need to submit a Certification Form to OCR?	Does the recipient need to develop an EEOP?	Must the recipient submit an EEOP Utilization Report?
Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit	YES	NO	NO
Largest individual grant received is less than \$25,000	YES	NO	NO
Recipient has less than 50 employees	YES	NO	NO
None of the above	YES	YES	YES

8.1. Does the applicant acknowledge that they have read and understand all EEOP requirements?

Yes

8.2. Does the applicant certify that they will maintain compliance with all EEOP regulations as described above and on the Office of Civil Rights' website?

Yes

SECTIONS:

9.

Civil Rights Training

PCCD is required to ensure that subrecipients are adequately trained on applicable federal civil rights laws. In order to ensure adequate training, PCCD requires all applicants for federal funds to view the online civil rights training provided by the Office of Justice Programs Office for Civil Rights (OCR). The training can be found on OCR's website at [Office for Civil Rights — Training for Grantees | Overview | Office of Justice Programs \(ojp.gov\)](https://www.ojp.gov/office-of-justice-programs/office-for-civil-rights).

Should a grant award be made as a result of this application, the award will be conditioned upon all contacts certifying that they have completed viewing OCR's online civil rights training in its entirety.

9.1. Has the individual listed as the Project Director in the Main Summary section of this application viewed OCR's online civil rights training in its entirety?

Yes

9.2. Has the individual listed as the Financial Officer in the Main Summary section of this application viewed OCR's online civil rights training in its entirety?

No

9.3. Has the individual listed as the Primary Contact in the Main Summary section of this application viewed OCR's online civil rights training in its entirety?

Yes

SECTIONS:**L. Fiscal Accountability**

1.

Subgrantee Accountability

The following procedures have been implemented across all of PCCD's funding streams to ensure fiscal accountability of PCCD grant funds.

Financial Back-up: PCCD will periodically verify that grantee expenditures are consistent with approved budget categories, are eligible for reimbursement and that grantees are maintaining supporting documentation. PCCD has implemented a process where grantees are notified that they are required to submit the financial documentation to support the expenditures reported for some or all of the categories that are included in their Egrants fiscal report. Grantees are only required to submit this documentation when they are specifically notified by PCCD. Egrants users have the ability to attach documents to fiscal reports.

Accounting System Documentation: PCCD requires that all grantees maintain an accounting system which can identify all PCCD revenue and expenditures for each PCCD grant separately from all other revenue and expenditure sources. All financial transactions should be able to provide a clear audit trail.

Programmatic Back-up: PCCD will periodically verify that data submitted by grantees in their program reports is accurate. PCCD will select one or more performance measures/data categories each reporting period and require grantees to submit documentation to support what was reported on their Egrants program report or other reporting tool.

Subgrantee Payment: All subgrantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. If an agency is experiencing cash flow problems, they may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

Line Item Detail: PCCD's fiscal report allows grantees to include line item expenditure detail instead of just the overall budget category expenditures. Grantees are required to provide line item expenditure detail consistent with the line items included in their approved budget.

On-site monitoring: PCCD completes on-site monitoring of grants across all funding streams (state and federally funded projects).

Grantee risk classification: PCCD utilizes a risk classification system to identify and focus the use of agency resources on those agencies that may be most in need of additional assistance.

1.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's fiscal accountability procedures?

Yes

2.

Employee Time and Effort Reporting (Timesheets)

Time and effort reports (timesheets) are required for all personnel funded with PCCD grant dollars regardless of the funding stream. Below are the minimum standards and recommended best practices for time and effort reporting. We realize that there are a number of different systems that can be used to satisfy these requirements and we encourage you to email [PCCD's Grants Management](#) with any questions you may have regarding time and effort reporting requirements.

Minimum standards for employees working on multiple activities or cost objectives:

SECTIONS:

- Must be an after-the-fact determination of the employees actual effort. Using a budget estimate instead of reporting the actual time the employee spent working on the project does not qualify as support for charges to awards.
- Must account for total activity (grant and non-grant) for which employees are compensated and which is required in fulfillment of their obligations to the organization
- Must be signed by the employee and a supervisor with first-hand knowledge of the activities performed by the employee. Signature on the timesheets is affirmation that the report is an accurate accounting of the actual time the employee spent on the project.
- Must be prepared at least monthly to correspond to one or more pay periods
- Volunteer time and personnel costs being used as match must be accounted for in the same manner as personnel being charged to the grant

Minimum standard for employees working solely on a single activity or cost objective:

- Must be an after-the-fact certification that the employee worked 100 percent of their time on activities eligible for reimbursement under the grant project
- Must be prepared no less frequently than every six months
- Must be signed by the employee and supervisory official having first-hand knowledge of the work performed
- Applies to full-time and part-time employee

Recommended Best practices:

- Employees record time on a daily basis
- Project codes/names are provided to the employee in advance

* The above standards are based on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and the Office of Justice Programs Financial Guide.

** Institutions of Higher Education (IHE) may follow their own established policies for documenting personnel expenses provided that the IHE's policies are in compliance with the Standards for Documentation of Personnel Expenses referred to at 2 CFR 200.430.

The following sample forms are available on the [Grant Procedures and Forms](#) page of our website:

- Example of a completed timesheet
- An Excel timesheet template that you may modify to suit your needs
- A sample time certification for employees working 100% of their time on a grant-funded project.

2.1.

Does the applicant acknowledge that they have read, understand and will abide by PCCD's employee time and effort reporting standards?

Yes

SECTIONS:

3. Individual consultants funded with PCCD grant funds must maintain time and effort reports to support all charges billed to PCCD grant funds. Does the applicant acknowledge that they understand the requirement for individual consultants to maintain time and effort reports as support for charges against PCCD grant funds?

Yes

4.

Payment Terms

Payments will not be released until all applicable special conditions on the grant award have been satisfied. All grantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. An agency experiencing cash flow problems may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

All payments of federal funds will comply with the federal Cash Management Improvement Act, 31 U.S.C. 6503.

All funds (Federal, State, match and project income) must be obligated by the end of the project period and expended within 60 days from that date.

4.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's payment terms?

Yes

SECTIONS:**M. Federal Transparency Act Certification 2017 -FFATA**

The implementation of the Federal Funding Accountability and Transparency Act of 2006 requires a single searchable website, accessible by the public without cost, for each federal award of \$30,000 or more over the life of any subaward. In order to satisfy this requirement, applicants and subrecipients are required to have a Unique Entity Identifier (UEI).

The applicant must also provide the primary place of performance of the subaward and the names and annual salaries of the five most highly compensated officers in their agency if the agency meets certain criteria as described below.

Additional information relating to the Act can be at <https://www.fsrs.gov/>

Additional information on the new UEI requirement effective April 2022 can be found here: <https://sam.gov/content/duns-uei>

1. The following questions pertain to the applicant agency's Unique Entity Identifier (UEI).

1.1.

Enter the applicant agency's Unique Entity Identifier (UEI).

The applicant agency's UEI can be found by accessing the applicant agency's information in the federal System for Award Management (SAM) at <https://sam.gov/content/home>.

Important Note: By April 2022, every organization doing business with federal agencies will have a new, 12-character identifier, known as the Unique Entity Identifier (UEI) as the government moves away from the proprietary DUNS number. More information on UEI can be found here: <https://sam.gov/content/duns-uei>

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2. Primary Place of Performance: The Office of Management and Budget (OMB) defines the place of performance as 'The location where a majority of the effort required to satisfactorily fulfill the intended purpose of the award will be completed.' Provide the following information to identify the Place of Performance for this grant award.

2.1. City (i.e. Harrisburg). Max 35 characters -

NOTE:

City is required for Federal Grants.

For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the field 'City' can be left blank.

If the money is expended in multiple locations with the majority spent in a single address, agencies can list that city location as the Primary Place of Performance.

Lancaster

SECTIONS:

2.2. State - Choose from the list of valid states

A value for State is always required.

PA

2.3.

Zip + 4 (i.e. 171091244) Exclude hyphen

NOTE: Zip+4 is required for Federal Grants. For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the Zip+4 field should represent the Zip+4 of the Primary Place of Performance

However, if the money is expended in multiple locations with the majority spent in a single address, agencies can list that location as the Primary Place of Performance

176033562

2.4. County - Choose the grant's primary county of performance (where the highest value of the grant is to be applied). if the grant is Statewide, please select 'STATEWIDE'

036 - Lancaster

3.

The applicant must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received—

- (I) 80 percent or more of its annual gross revenues in Federal awards; and
- (II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) 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 Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

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.

Are the conditions specified above applicable to the grantee?

No

SECTIONS:

4. If you answered "Yes" to the previous question, you must enter the names and annual salaries of the five most highly compensated officers of the applicant agency.

Response #1

4.1. Officer Name:

N/A

4.2. Annual Salary:

0.00

SECTIONS:**N. Non-Profit Agency Checklist****Non-Profit Agency Checklist:**

The following items must be attached in Egrants in conjunction with the submission of an application for direct funding of non-profit agencies (refer to PCCD's Applicant's Manual page 13). This information does not have to be submitted to PCCD for governmental applicants proposing to pass through some or all of the funds to a non-profit agency.

*A copy of the most recent audited financial report, which must not be more than one year old; or a letter stating that the most recent report is on file with PCCD;

* A copy of the most recently submitted Form 990, Return of Organization Exempt from Income Tax (This requirement is applicable only if the applicant organization has not received funding from PCCD in the last five years);

*A list of the members of the Board of Directors, stating each member's board position, profession or employment, community activity and other pertinent information;

*A copy of the articles of incorporation;

*A copy of the by-laws of the organization, clearly defining the line of authority and responsibility moving between the Board and staff, outlining the hiring practices of the organization, and demonstrating the management and controls maintained by the Board; or for continuation subgrants a letter from the Board Secretary certifying that the by-laws previously submitted are still in effect

*Internal Revenue Service determination of the tax-exempt status of the organization;

*A copy of the minutes of the three Board meetings immediately preceding the date of the submission of the subgrant application;

*Evidence that the Project Director, Financial Officer and Board Officers and any employee that is responsible for the receipt and expenditure of funds are included in an employee dishonesty insurance policy for 30% of the funds requested or 10% of the organization's budget, whichever is greater.

1. Has the above information been submitted to PCCD within the last year? (Governmental applicants should respond "*Not Applicable.*")

Not Applicable

1.1. If the above information has been submitted to PCCD within the last year, please indicate the **grant number** that the information is on file with. Otherwise, attach all required information to this Egrants section. If you need to mail some or all of the information, indicate the date that the information was or will be mailed to PCCD.

PERFORMANCE INDICATORS:

1. Established by PCCD

2. Established by Grantee

APPROVAL CHECKLIST:

A. Does the applicant agency have any type of audit done regularly?

- Yes No

If yes, when was the last one completed?

6/30/2024

B. Is the applicant agency required to have an audit performed in accordance with the Single Audit Act?

- Yes No

If yes, when was the last one completed?

9/30/2024

C. For non-profits only, do the by-laws of the applicant agency require an annual audit?

- Yes No N/A

D. Does the applicant agency's Board of Directors regularly review the applicant agency's financial reports?

- Yes No N/A

If yes, please provide the date of the last review.

E. Does the Financial Officer listed in the Main Summary section have more than three years of experience?

- Yes No

F. Does the Project Director listed in the Main Summary section have more than three years of experience?

- Yes No

G. Does the applicant agency have a segregation of duties policy?

- Yes No

RECIPIENT AGENCY TOTAL BUDGET FOR CURRENT FISCAL YEAR:

Agency:

Agency Year:

A. REVENUE	Amount
Federal Funds	
State Funds	
Local Funds	
OTHER FUNDING SOURCES: (Per Diem, United Way, PCAR, PCADV, etc.) Please identify each source:	
TOTAL REVENUE	

B. EXPENDITURES	Amount
General Fund	
Capital Budget	
Community Development	
Other	
TOTAL BUDGETED EXPENDITURES	

C. QUESTIONS

1. Are any of these fund sources to be used in the implementation of this project? *

- Yes No

If so, name the source and the intended use. If not, identify the source of the matching contributions.

2. Are you presently receiving or have you applied or do you intend to apply for funds from any other source with which to finance this project? *

- Yes No

If so, describe the source and state the amount.

3. Do you intend to apply for continuation funding for this project? *

- Yes No

ATTACHMENTS:

List of Attachments required for submission of this Application for funding:

Section: Required Attachments (VOCA 2025-2027)

<u>File Name</u>	<u>File Description</u>
46674 Lancaster Co VW - VolWaiver Approved.pdf	Volunteer Waiver
Job Description DV Victim Advocate.pdf	dv advocate job description
Job Description SA-CA Victim Advocate - Stephanie.pdf	SA-CA victim advocate job description
Job Description Second DV Victim Advocate.pdf	second dv advocate job description

GRANT: 46674-2

Short Title: VOCA Project- Victim Witness Services

The applicant has caused this subgrant application to be executed and attested to by its proper officials, pursuant to legal action authorizing the same.

Lancaster County Commissioners

NAME OF APPLICANT AGENCY

By: _____

Title: _____

Date: _____

FOR PCCD USE ONLY

We certify that this application is approved and that funding has been received to support this subgrant award.

PCCD Executive Director or designee

DATE

COMPTROLLER OPERATIONS

DATE

Approved as to form and legality:

COUNSEL TO PCCD

DATE

OFFICE OF GENERAL COUNSEL

DEPUTY ATTORNEY GENERAL

This document may contain embedded attachments. You may use the View Attachment option within your PDF software to view all embedded attachment.

Help for viewing attachment(s) within Adobe can be found at the following web address: <https://helpx.adobe.com/acrobat/using/viewing-pdfs-viewing-preferences.html>

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

Grant Agreement With:

Juvenile Court Judges' Commission
Harrisburg, PA

Purpose:

To apply for grant funding to support costs of maintaining and improving general juvenile probation services with the funding being applied to probation officers' salaries and some operational expenses for the implementation of evidence-based practices and models.

Amount/Term:

\$659,433.00 for the period July 1, 2025 through June 30, 2026.

Funding:

100% State funding.

Applicant County: LANCASTER	Payable To:
Contact Person: Cheri Modene	LANCASTER COUNTY COMMISSIONERS
Contract Number: 4100101059	Vendor I.D. Number: 139096

Juvenile Probation Services Program Grant Agreement

This Juvenile Probation Services Program grant agreement is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Juvenile Court Judges' Commission ("Commission"), with its principal offices located at 601 Commonwealth Avenue, Suite 4600, Harrisburg, PA 17106-2425 and Lancaster County ("Grantee"), with its principal offices located at 150 NORTH QUEEN ST., SUITE 710, LANCASTER, PA 17603-3562.

Pursuant to the Juvenile Act, 42 Pa.C.S.A. § 6374, the Commission has the authority to "make annual grants to political subdivisions for the development and improvement of probation services for juveniles." As a result, the Commission has established the Juvenile Probation Services Grant Program ("Program").

The Grantee has submitted a Juvenile Justice System Enhancement Strategy Implementation and Sustainability Plan ("Plan") and proposed budget for state fiscal year ("SFY") 2025-2026 to the Commission and the Commission has approved the Plan and the budget.

The Commission wishes to set forth the terms and conditions under which it will award Program funds to the Grantee for SFY 2025-2026.

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, the Commission awards **\$659,433.00** Program funds to the Grantee to support the Plan set forth in Exhibit A. Upon receipt of the funds, the Grantee shall promptly deposit the funds in an interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC, NCUA or equivalent governmental insurer. The Grantee shall expend the Program funds and any interest earned from the funds solely for the purposes set forth in the Juvenile Act and in accordance with the budget set forth in Exhibit B.
2. Payment. Upon the full execution of this agreement, the Commission shall initiate payment to the Grantee.
3. Performance Period. The period of performance for this agreement will commence on July 1, 2025, and end on June 30, 2026 ("Performance Period"). The Grantee may utilize the Program funds received to pay for any authorized costs and expenses incurred by the Grantee during the Performance Period.
4. Term. The term of this agreement will commence on the date of the last Commonwealth signature and will remain in effect until June 30, 2026 ("Term"), unless sooner terminated in accordance with paragraph 5. This agreement is not binding in any way, nor will the Commonwealth or the Commission be bound, until this agreement has been fully

executed and a fully signed copy is sent to the Grantee. The Commission may extend the Term, Performance Period, or both, for up to 90 days, by providing a written notice of extension to the Grantee.

5. Termination. The Commission may terminate this agreement, at any time, for its convenience or for any other reason if it determines that termination is in its best interest, or is otherwise appropriate, by providing written notice of termination to the Grantee. The notice must specify the date of termination.
6. Return of Unexpended Funds. Upon the expiration or termination of this agreement, the Grantee shall return all unexpended funds and any interest earned from the funds to the Commission no later than 30 calendar days after the date of expiration or termination.
7. Grantee Responsibilities. The Grantee shall:
 - a. Comply with the Juvenile Probation Services Grant Program Policies and Procedures as set forth in Exhibit C.
 - b. Complete and submit a Plan for the following SFY 2025-2026 to the Commission no later than June 1, 2025.
 - c. Complete and submit a proposed budget for the following SFY 2025-2026 to the Commission no later than March 1, 2026.
 - d. Ensure the compensation provided to juvenile probation officers, including salaries, salary increases, and bonuses, is equitable to the compensation provided to other county and court personnel, in accordance with subsection 200.1003 (a) of Title 37 of the Pennsylvania Code.
 - e. Submit to the Commission certified expenditure reports, a schedule of staff salaries, personnel transaction reports, and a certification that the compensation provided to juvenile probation officers and juvenile probation personnel covered by collective bargaining agreements, including salaries, salary increases, benefits, and bonuses, is equitable to and competitive with the compensation provided to other county and court personnel, as well as with those of other components of the county criminal justice system, human service agencies within the jurisdiction of county government or both in a manner, format, and at intervals as determined by the Commission.
 - f. Participate in the Commission's Statewide Juvenile Court Statistical Program, Outcome Measures Reporting Program, and Detention Monitoring and Reporting Program.
8. Reporting Requirements. No later than 30 calendar days after the expiration or termination of the Term, the Grantee shall submit a final report to the Commission that includes details regarding the completion of the Plan, an accounting of the use of the Program funds, and an accounting of any interest earned from the Program funds.

9. Compliance with Applicable Regulations and Commission Policies. The Grantee shall comply with the following standards:
 - a. The Standards Governing the Operation of a Juvenile Probation Merit System, set forth in 37 Pa. Code § 200.1001 *et seq.*
 - b. The Standards Governing Juvenile Court Intake, found at <https://www.jcjc.pa.gov/Publications/Documents/Standards/Standards%20Governing%20Juvenile%20Court%20Intake.pdf>.
 - c. The Standards Governing the Use of Secure Detention under the Juvenile Act, set forth in 37 Pa Code § 200.1 *et seq.*
 - d. The Standards Governing Hearings and Administrative Reviews for Children Held in Secure Detention, set forth in 37 Pa Code § 200.101 *et seq.*
10. Commonwealth Standard Terms and Conditions. The Grantee shall comply with the Commonwealth Standard Terms and Conditions set forth in Exhibit D.
11. Maintenance and Retention of Records. The Grantee shall maintain, at its principal offices, accurate records and accounts, including documents, certifications, correspondence, quotes, invoices, and other evidence pertaining to costs and expenses it incurs pursuant to this agreement. The Grantee shall retain all required records for a period of three years from the expiration or termination of this agreement, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such an event, the Grantee shall maintain these records until all pending matters are resolved.
12. Audit Rights. At any time during normal business hours and as often as the Commission deems necessary, the Grantee shall make available for inspection by the Commission, the Commonwealth Auditor General, the Commonwealth Attorney General, or their duly authorized representative(s), all of its records with respect to all matters covered by this agreement and shall permit the Commission, the Commonwealth Auditor General, the Commonwealth Attorney General, or their duly authorized representative(s) to audit, examine, and make copies of these records.
13. Offset, Withholding, Recoupment. The Commission may offset, withhold, or recoup Program funds if the Commission determines, in its sole discretion, that an expenditure is or was not eligible or allowable under any policy, guideline, regulation, requirement, or term of the Program or this agreement. If the Commission provides a notice of recoupment of Program funds to the Grantee and the Grantee fails to return the funds in accordance with the notice, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, may offset the amount due against any existing or future sums of money owed to the Grantee by any Commonwealth agency or department.
14. Remedies Not Exclusive. The rights and remedies of the Commission provided under this agreement are not exclusive and are in addition to any other rights and remedies provided by law.

15. Liability. The Commission shall not be liable for any claims, damages, or liability arising out of, or related to, the Grantee's activities or services funded, in whole or in part, pursuant to this agreement. Nothing in this agreement may be construed to waive or otherwise affect the sovereign immunity of the Commonwealth or its agencies.
16. Temporary Suspension.
 - a. If the Commission determines that the Grantee is not complying with the terms of this agreement, the Commission may temporarily suspend this agreement, at any time, by providing written notice of the suspension to the Grantee. During the term of suspension, the Grantee may not expend any Program funds during the period that the agreement is suspended, except as authorized pursuant to an order by a court of competent jurisdiction. The Grantee shall cure any default or other circumstance that is the basis for suspension of this agreement within a period of time agreed to by the Commission.
 - b. This agreement is conditioned upon complete performance by the Grantee of past agreements or contracts between the parties. Complete performance includes the Grantee's timely submission of the required reports, survey, and budget. If the Commission determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Commission, by giving written notice to the Grantee, may suspend payment under this agreement until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Commission. When the Grantee has fulfilled its obligation under past agreements or contracts to the Commission's satisfaction, the Commission may resume payment of Program funds under this agreement.
17. Notice. All notices and reports arising out of, or from, the provisions of this agreement must be in writing.
18. Amendments and Modifications. Except as provided in paragraph 4, no amendment or modification of this agreement is valid unless made in writing and signed by the parties with the same formality as this agreement.
19. Independence of 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 the Commission for any purpose whatsoever.
20. Severability. The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this agreement and the applicability thereof to any government, agency, person or circumstance will not be affected thereby.
21. No Waiver. The failure of either party to insist upon the strict performance of the terms

and conditions of this agreement may not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this agreement.

22. Integration. 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.
23. Counterparts. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitute the entire agreement. This agreement will be considered duly executed and delivered by any party affixing its electronic signature to an electronic file of the contract or when the signature of a party is delivered by facsimile transmission or delivered by scanned image as an attachment to electronic mail (email).
24. Electronic Signatures. The agreement may be electronically signed in accordance with the Electronic Transaction Act, 73 P.S. § 2260.301 et seq.

[SIGNATURE PAGE FOLLOWS.]

EXHIBIT A

COUNTY JJSES IMPLEMENTATION AND SUSTAINABILITY PLAN

EXHIBIT B

COUNTY JUVENILE PROBATION SERVICES GRANT PROPOSED BUDGET AND APPROVAL

EXHIBIT C

JUVENILE PROBATION SERVICES GRANT PROGRAM POLICIES AND PROCEDURES

EXHIBIT D

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. **Contractor 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 Contractor'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 contract 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 contract 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 Contractor 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 Contractor, and the Contractor 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 contract.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee’s assistance in any matter arising out of the RTKL related to this contract, 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 contract 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 contract.
- 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 Contractor 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. **Contractor 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 contract.

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.



EXHIBIT B

COUNTY JUVENILE PROBATION SERVICES GRANT PROPOSED BUDGET APPROVAL

Juvenile Probation Services Grant Proposed Budget Signature Page		
Grantee: Lancaster County	Status of FY 2025/2026 Juvenile Probation Services Grant Proposed Budget: Approved	
Grant Period: 07/01/2025 – 06/30/2026	JCJC Grant Contact: Brian Proctor, Administrative Officer _____	
Proposed Budget Approving Official:		
 _____	April 1, 2026 _____	
Robert J. Tomassini, Executive Director Juvenile Court Judges' Commission		
Date		
Your county's Juvenile Probation Services Grant Proposed Budget for State Fiscal Year 2025-2026 has been approved and will become effective upon your county's confirmation, as reflected in the signatures below.		
Signature:	 _____	April 1, 2026 _____
	President/Juvenile Court Administrative Judge	Date
Signature:	_____	_____
	Chairman/County Executive	Date
Signature:	_____	_____
	Commissioner	Date
Signature:	_____	_____
	Commissioner	Date
Signature:	 _____	4-1-26 _____
	Chief Juvenile Probation Officer	Date

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:

Agreement With:

PeerStar, LLC
Clifton, NJ

Purpose:

To provide certified crisis peer support in conjunction with the BHDS Crisis Intervention team to individuals in Lancaster County experiencing a mental health emergency.

Amount/Term:

\$83,031.00 for three months from April 1, 2026 through June 30, 2026.

Funding:

Community Mental Health Block Grant Crisis Expansion Grant (Federal).

4/15/26

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Children and Youth Agency and/or the Office of Juvenile Probation, to approve the following for **Fiscal Year 2026-2027**:

<u>Renewal</u>			<u>% Increase/</u>
<u>Agreements With:</u>	<u>For:</u>	<u>Amounts</u>	<u>Decrease</u>
The Academy Malvern, PA	CBS Full Program Individual /Family Counseling Group Counseling Polygraph Abel Assessment	\$63.95 \$103.60 \$37.87 \$427.19 \$535.34	
Bench Mark Lancaster, PA	Predisposition Program Strength-Based Skill Building Program	\$327,459 \$188,008	
Boys & Girls Club of Lancaster PA	Independent Living Program Staff	\$617,464	+3.75%
COBYS Family Services Lancaster, PA	Permanency Program	\$1,569,112	+1.10%
Faithful Transportation Manheim, PA	Transport: 7 Passenger Van Transport: Wheelchair Van Mileage Over 100/day Aide Required (Per Four Hours) Transport: School Closed	\$220/day \$232/day \$1.90/mile \$80/hr. \$115/day	
Gaudenzia, Inc. Harrisburg, PA	Family Alternatives Program	\$268,439	
It Takes A Village, Inc. Harrisburg, PA	Family Finding Successful FGDM Conference Successful FGDM Referral Unsuccessful FGDM Referral	\$325,435 \$3,000 \$1,000 \$250.00	
PA Counseling Services	Check and Connect (Per Billable Unit) Truancy Prevention Program	\$40.96 \$218,717	

<u>Renewal</u>			<u>% Increase/</u>
<u>Agreements With:</u>	<u>For:</u>	<u>Amounts</u>	<u>Decrease</u>
Pathfinders Program, LLC	CRS Services - Tier 1 (7 days per week)	\$60.00	
	CRS Services - Tier 2 (5 days per week)	\$65.00	
	CRS Services - Tier 3 (3 days per week)	\$70.00	
Hugh S. Smith PH.D. & Associates, P.C. Lancaster, PA	Forensic Psychological Evaluation	\$450.00	+13.00%
	Additional Procedures/Testing	\$150.00	
	Comprehensive Psychological Evaluation	\$900.00	+13.00%
	Intellectual Testing - Stand Alone Report	\$650.00	+30.00%
	Intellectual Testing - Add On	\$400.00	+33.00%
	Comprehensive Psychoeducational/ Neuropsychological Eval	\$1,500.00	+50.00%
	Comprehensive Psychoeducational/ Neuropsychological Eval with Personality Measure	\$1,200.00	
	Comprehensive Psychological Evaluation of Parent/Caregiver	\$900.00	+13.00%
	No Show Fee	\$200.00	
	Supplemental Intellectual Screener	\$225.00	+13.00%
	Supplemental Drug & Alcohol Assessment	\$175.00	+17.00%
	Supplemental Fire Risk Assessment	\$325.00	+8.00%
	Supplemental Psychosexual Assessment	\$325.00	+8.00%
	Supplemental Violence Risk Assessment	\$325.00	+8.00%
	Emotional Abuse/Trauma Assessment Consultation	\$800.00	
		\$150/hr.	
	Competency To Stand Trial Evaluation	\$1,650.00	+10.00%
	Addendum	\$60.00	+20.00%
	Amenability Assessment	\$2,200.00	+10.00%
	Court Testimony	\$250/hr.	
	Comprehensive Bonding Assessment	\$1,000.00	+11.00%
	Capacity Assessment	\$900.00	+13.00%
	Comprehensive Biopsychosocial Evaluation	\$1,000.00	
	Social Summary	\$500.00	
	Comprehensive Diagnostic Team Evaluation	\$6,000.00	+4.00%
	Updated Psychiatric Evaluation (Diagnostic)	\$650.00	+8.00%
	Psychotherapy/Trt/Evals for Non-MA Clients	\$100.00	
	Comprehensive Sibling Assmt for Two Siblings	\$1,000.00	
Comprehensive Sibling Assmt - Each Additional Sibling	\$500.00		
Serious Mental Injury Assmt (Child/Adolescent)	\$900.00		
Comprehensive Threat Team Assessment	\$3,750.00		

<u>New</u>			<u>% Increase/</u>
<u>Agreements With:</u>	<u>For:</u>	<u>Amounts</u>	<u>Decrease</u>
Auberle	Traditional Foster Care Ages 0-12	\$135.51	
McKeesport, PA	Traditional Foster Care Ages 13+	\$141.69	
	Therapeutic Foster Care Ages 0-12	\$165.41	
	Therapeutic Foster Care Ages 13+	\$170.26	
	Treatment Foster Care Ages 0-12	\$153.65	
	Intensive Foster Care Ages 0-12	\$153.65	
	Foster Care Temporary Ages 13+	\$140.41	

FISCAL YEAR 2025-2026

<u>Renewal</u>			
<u>Agreement With:</u>			
Merakey Pennsylvania	Therapeutic Foster Care - Room & Board	\$56.10	+27.88%
Harrisburg, PA	Therapeutic Foster Care - R&B/Treatment	\$174.22	+8.11%
	Intensive Treatment - R&B	\$19.18	+56.57%
	Foster Care Plus	\$106.02	+5.81%
	Enhanced Foster Care	\$165.95	+16.51%
	Respite	\$107.09	+2.77%
	Risk Screening for Best Practice Assmt Svcs	\$2,550	

NOTE: All agreements are 16% County funding, 56% State funding, and 28% Federal funding except for the following:

- Boys & Girls - 15% County funding, 78% State funding, 7% Federal funding
- It Takes A Village-Family Finding - 5% County funding, 95% State funding
- It Takes A Village-FGDM - 5% County funding, 95% State funding
- PA Counseling Services-Check and Connect - 5% County funding, 95% State funding

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Office of Aging, to approve a Memorandum of Understanding (MOU) with the PA Department of Aging, facilitated by Weill Cornell Medicine, to participate in the Lehigh-Berks-Lancaster Counties Elder Abuse Multidisciplinary Team (MDT), which brings together professionals to discuss and identify complex elder abuse cases and create action plans to help move older adults out of those situations. There is no cost to participate and the Office of Aging will not receive financial compensation. Authorization is given to Amy M. Campbell, Deputy Chief Clerk, to sign the MOU.

4/15/26

Memorandum of Understanding

Lehigh-Berks-Lancaster Elder Abuse Multidisciplinary Team (MDT)

Due: Due date the MOU is due to the sponsor (TBD)

Lancaster County Office of Aging

Multidisciplinary Teams (MDTs) for complex elder abuse cases bring together professionals with expertise in various service areas, including accounting, medical, mental health, legal, law enforcement, and social services. These teams, across the country, hear cases about older adults living in abusive situations. The older adult's situation is represented by professionals based on their knowledge of the situation, assessments, professional expertise, and an understanding of the complexity of elder abuse. The teams create action plans to help move the older adults out of the abusive situations. This work diminishes the time frames in which an older adult can eliminate the abuse they are experiencing.

Lancaster County Office of Aging will participate in this project in the following ways:

1. Participate in the planning phase of the project.
2. Identify Older Adult cases to be discussed at MDT meetings.
3. Communicate with the Project team any obstacles regarding attending or participating in the MDT meeting.
4. Follow-up with Older Adults with any action steps suggested and your agency is responsible for.
5. Follow-up with Older Adults, when appropriate, regarding service delivery and service needs.
6. Participate in measuring outcomes and Project Impact Report.

By signing this document, you are confirming that your organization can and will participate in this Elder Abuse MDT without financial compensation. Only one signed Memorandum of Understanding is needed per member organization.

Organization Name

Representative Name

Representative Signature

Date of Signature

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department and Information Technology, to approve the following:

Agreement with:

Hewlett-Packard Financial Services Company
Berkley Heights, NJ

Purpose:

To approve the 2026-2030 computer lease schedule that will provide financing for the replacement of 235 computers throughout County offices.

Amount/Term:

\$399,210.00 for a four-year lease beginning approximately on June 15, 2026 through June 14, 2030.

Funding:

IT budget.

Note:

To authorize Amy M. Campbell, Deputy Chief Clerk, to sign all related lease documents.

4/15/26

STATE AND LOCAL GOVERNMENT ADDENDUM ("ADDENDUM") TO BUSINESS LEASE AGREEMENT NO. 1000872549USA-4 DATED _____, 2026, BETWEEN HEWLETT-PACKARD FINANCIAL SERVICES COMPANY AND County of Lancaster, Pennsylvania AND ANY AND ALL SCHEDULES AND EXHIBITS THERETO (TOGETHER, THE "LEASE")

The parties to the above-captioned Lease hereby agree that the following provisions shall be incorporated into the Lease and made a part thereof. Capitalized or other terms defined in the Lease and used in this Addendum shall have the meanings ascribed to them in the Lease unless otherwise expressly defined herein.

NONAPPROPRIATION. Notwithstanding anything contained in this Lease to the contrary, in the event that sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available from other legally available sources in any fiscal period as noted below ("Fiscal Period") for the Lease payments and other amounts due under the Lease, the Lease shall terminate on the last day of your Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to you of any kind whatsoever, except as to the portions of payments due under the Lease or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. You will immediately notify us or our assignee of the occurrence of nonappropriation. In the event of such termination, you shall, at your sole expense and risk, immediately return the Equipment to us. Upon return, the Equipment must be in the same condition as when you first received it (excepting only reasonable wear and tear) and include all original parts, attachments and accessories. If requested, you agree to execute and deliver to us all documents we reasonably request to evidence the transfer of legal and beneficial title to such Equipment to us, if applicable, and to evidence the termination of your interest in such Equipment. We will have all legal and equitable rights and remedies to take possession of the Equipment. At our request, you shall promptly provide supplemental documentation as to such nonappropriation satisfactory to us. Our exercise of rights pursuant to this Addendum shall not affect the survival of any indemnity and other provisions (other than the obligation to make the payments due under the Lease through the end of the then current Fiscal Period), which survive the termination of the Lease.

LESSEE WARRANTIES. You represent, warrant and covenant to us with respect to the Lease that: (a) you are an agency or department of, or a political subdivision of the state in which you are located; (b) you have the power and authority to enter into the Lease; (c) since the date of your most recent annual financial statement, there has been no material adverse change in your financial condition, or the level of assessment or collection of taxes by you; (d) the Equipment is essential to your immediate performance of a governmental or proprietary function within the scope of your authority and will be used during the Initial Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Initial Term of the Lease; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment; (g) there has been no material change in the budget for your current Fiscal Period since its adoption and such budget was prepared in accordance with generally accepted accounting principles in the United States in effect at that time; (h) your obligations to make the scheduled Lease payments and any other amounts due under the Lease constitute your current expense and not debt under applicable state law; and (i) no provision of the Lease constitutes a pledge of your taxes or general revenues.

CHOICE OF LAW. THIS LEASE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF THE EQUIPMENT LOCATION.

SELF-INSURANCE. Upon our prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, you may self-insure with respect to the risks described in the Lease, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect to such insurance risk.

INDEMNITY. The various indemnifications granted by you in the Lease shall be limited to the extent required by your applicable state law.

GUARANTY. All terms and conditions in the Lease relating to a guarantor or to a guaranty shall not apply to you or to your Lease.

PAYMENT IN ARREARS. All regularly scheduled Lease payments due by you under the Lease shall be payable in arrears.

DEPOSIT ACCOUNT INFORMATION. You shall not be required to provide to us your deposit account information; we shall not initiate debit entries to your checking account as described in the Lease.

Your Fiscal Period is a twelve-month period ending on _____.

Except as specifically modified herein, all provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized representatives as of the date first set forth above.

County of Lancaster, Pennsylvania

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Business Lease Agreement

Hewlett-Packard Financial Services Company ("Lessor") 200 Connell Drive, Berkeley Heights, NJ 07922

Lease Number: 1000872549USA-4

LESSEE (full legal name): County of Lancaster, Pennsylvania	VENDOR NAME: Cdw Government LLC
LESSEE BILLING ADDRESS (HQ Address): 150 N QUEEN ST STE 322, LANCASTER, PA 17603-1805	EQUIPMENT LOCATION: 150 N QUEEN ST STE 322, LANCASTER, PA 17603-1805
CONTACT DETAILS: Name: _____ Email: _____ T: _____ Tax ID Number: _____	
Term: 48 Months Period/Payable: Annual in Advance Periodic Lease Payment: \$ 99,537.69 Tax on Periodic Lease Payment (if applicable): \$TBD (OTS Tax Amount) Down Payment, if required: \$NOT APPLICABLE Tax on Down Payment (if applicable) \$NOT APPLICABLE Documentation Fee: \$NOT APPLICABLE Total First Payment: \$ 99,537.69 End-of-Term Option: FMV (Fair Market Value)	
The payment of any Down Payment reflected herein shall be a condition to Lessor's agreement to this Lease and may include either or both of the following: (a) applicable taxes, and/or (b) any other "Down Payment" (defined herein below). "Down Payment" shall mean such amount determined by Lessor required upon the execution of this Lease and shall be credited against the original cost of the Equipment leased under this Lease. (The Total First Payment shall include any Down Payment, the first Periodic Lease Payment, any applicable taxes, and the Documentation Fee.) Pricing Expiration Date: 5/31/2026	

LESSEE REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS LEASE ON BEHALF OF LESSEE BY THE FOLLOWING SIGNATORY HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE.

LESSEE: County of Lancaster, Pennsylvania	ACCEPTED BY HEWLETT-PACKARD FINANCIAL SERVICES COMPANY:
By: _____ Printed Name: _____	By: _____ Printed Name: _____
Date: _____ Title: _____	Date: _____ Title: _____

Authorization Agreement for Direct Payments (ACH Debits)

As a condition to Lessor entering into this Lease, Lessee hereby enters into this Authorization Agreement for Direct Payments. By executing this Authorization Agreement for Direct Payments, the undersigned hereby authorizes Lessor and its assignees to initiate debit entries to the account identified below ("Account") at the Depository Financial Institution identified below ("DFI") and debit the same to the Account for: X (a) the Total First Payment required under the Lease Agreement; and X (b) any periodic lease payments and any other applicable payments of taxes and/or other fees payable by Lessee to Lessor according to and under this Lease. The undersigned further represents and warrants that: (a) the undersigned is a duly authorized representative of Lessee, (b) the Account is a business account and is not an account used for personal or household purposes, and (c) if the Account is closed for any reason whatsoever, that Lessee will enter into a new Authorization Agreement for Direct Payments with respect to a replacement account within five (5) business days of the closing of the Account identified herein.

Name of DFI	DFI's Routing Number (9 digits only)
City	Account number
State	Branch
Zip	

This authorization will remain in full force and effect until Lessee provides Lessor with written notification of Lessee's termination of this Authorization Agreement for Direct Payments in such time and in such manner as to afford Lessor and DFI a reasonable opportunity to act upon such termination.

Signature of Duly Authorized Representative of Lessee	Date
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Important Notification about ACH Debits: Lessor will automatically debit the Account for periodic applicable payments as set forth above. Lessor will invoice Lessee directly until the ACH debits are implemented as to this Lease Agreement. Lessee must remit all invoices received from Lessor by their respective due date. Lessee will continue to receive invoices from Lessor that will be labeled as "For Notification Purposes Only. We will automatically draft your account for the amount(s) described above once ACH debits are implemented. ****Please attach voided check to this authorization****

Equipment information See Partner Sales Quote for Detailed Equipment Description

Product Name	Quantity	Total Price
QUOTE # PTDP062	1	\$ 399,210.00

ACCEPTANCE CERTIFICATE (do not sign until you have received the equipment) - To: Hewlett-Packard Financial Services. Lessee hereby acknowledges that the Equipment described in this Agreement has been delivered to the Equipment Location specified above, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under this Lease as of the Acceptance Date set forth below.

LESSEE (full legal name): County of Lancaster, Pennsylvania	Signed by: _____	Date: _____
Title: _____	Printed name: _____	

1. Purpose. This lease (this "Lease") refers throughout to Lessee as "you" or "your" and to Lessor as "we", "us" or "our". In consideration of our purchase of the equipment described above (the "Equipment"), you hereby lease the Equipment from us for your business purposes only subject to all terms and conditions of this Lease. You acknowledge that you selected the vendor identified above (the "Vendor") and all the Equipment without our assistance. You warrant to us that you have received, reviewed and approved your vendor's written supply contract covering the equipment terms of sale and warranties. You hereby authorize us to purchase the equipment in reliance solely upon your statements herein. By your signature below, you shall be deemed to have irrevocably accepted the equipment 10 business days after shipment of the equipment to you unless we receive your written rejection prior to the end of the 10-day period. However, you agree to execute and deliver to us the Acceptance Certificate above upon our request. You acknowledge that our obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Pricing Expiration Date. "Acceptance Date" means the first business day following the expiration of such 10-day period or such other date set forth in any delivery and acceptance certificate requested by us. The term of this lease shall begin on the Acceptance Date.

2. Payments. You agree that this Lease is a non-cancellable net lease so you will pay all costs, fees, taxes (e.g. property, sales and use taxes) or other charges connected with the Lease and the Equipment, as well as all costs for insurance, repairs, maintenance, shipping, and filing fees. You shall pay us (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a Lease and for the length of the Term in the case of a Financing. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the month or quarter (as applicable) in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor (a) in the case of Leases an amount equal to the Daily Rent multiplied by (i) 15 days if Rent is payable monthly or (ii) 45 days if Rent is payable quarterly; or (b) in the case of Financings an amount equal to the Daily Rent multiplied by the number of days from and including the Funding Date up to but excluding the first day of the month or quarter (as applicable) in which the First Payment Date occurs. You agree to pay a one-time documentation fee in the amount specified above with the first Lease payment to cover account-setup costs.

If you do not elect to either purchase the Equipment, renew the Lease or return the Equipment by the end of the Lease term in accordance with the terms of Section 4, or you fail to comply with your obligations arising from the election, you will continue to pay the original Lease payments for any full or partial Period that you keep the Equipment.

This Lease is intended to be a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code (in effect in any applicable jurisdiction, the "UCC"). The parties' intent that each Lease be a "Finance Lease" within the meaning of Article 2A of the UCC shall have no effect on the characterization of this Lease for accounting purposes, which characterization shall be made by each party independently on the basis of generally accepted accounting principles.

If this Lease is ever deemed by a court of competent jurisdiction or by the express intention of the parties to be a lease intended for security then to secure payment and performance of your obligations under this Lease you hereby grant us a purchase money security interest in the Equipment and in all attachments, accessories, additions, products, replacements, and proceeds (including insurance proceeds) to and of the Equipment.

You hereby authorize us to file a financing statement to give public notice of (a) our ownership of the Equipment and (b) in the case of a Lease intended for security, our security interest in the Equipment. You hereby authorize us to modify any Lease payment by up to ten percent (10%) if the actual cost of the Equipment at acceptance varies from the original estimate and to complete or modify any Equipment description above or any related document to accurately describe the Equipment actually accepted by you.

3. Equipment. EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. You can only make any claim relating to the Equipment against the Vendor or manufacturer, and you waive any such claim against us. We hereby assign any Equipment warranties during the Lease term for your exercise at your expense. **WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. YOU AGREE TO MAKE PAYMENTS TO US WHEN DUE, UNCONDITIONALLY, WITHOUT ABATEMENT OR OFFSET FOR ANY CAUSE AND REGARDLESS OF ANY PROBLEMS WITH THE EQUIPMENT, VENDOR, OR US AND YOU WAIVE ANY CLAIM OR DEFENSE TO ANY LEASE PAYMENT.** You shall indemnify us, our employees, officers, directors, agents and assignees from and against all claims, actions, costs, damages and judgments arising out of or in connection with any matter involving this Agreement and the Equipment. You agree not to move the Equipment or to transfer, sell, sublease, or encumber either the Equipment or any rights under this Lease without our prior written consent. We may freely assign our rights and interests under this Lease without notice to you or your consent. You agree that our assignee will have the same rights and remedies as we do and that our assignee's rights will not be subject to any claims or defenses you may have against us. You and any guarantor hereby authorize us to share information about you and any guarantor (including personally identifiable information) with our assignees, potential assignees, the Vendor and other third parties providing services to us. We own the Equipment and, unless you have selected a \$1.00 End of Term Purchase Option, we retain all benefits of ownership and you agree not to take any position inconsistent with our ownership. You are solely responsible for the installation, operation, and maintenance of the Equipment, will keep it in good condition, will use it in compliance with applicable law, and will not attach it to building fixtures. You bear all risk of loss or damage to or from the Equipment arising prior to its return to us and will have it duly insured against all risk of loss and damage up to the greater of its replacement value or the Stipulated Loss Value (as defined below) and against public liability for bodily injury or damage to property arising in connection with the Equipment. You will provide to us a certificate showing that you have such insurance coverages, naming us as loss payee and additional insured, as applicable. Upon the occurrence of any loss or irreparable damage to the Equipment ("Casualty Loss"), you agree to immediately (a) replace the affected Equipment with equipment of equivalent or better value and supplied by a manufacturer acceptable to us or (b) pay us an amount ("Stipulated Loss Value") which is the sum of (i) all arrears in Lease payments as of the date of payment of the Stipulated Loss Value, if any (ii) all Lease payments payable from the date of payment of the Stipulated Loss Value up until expiry of the term (discounted at a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us (the "Discount Rate"), compounded monthly) and (iii) an amount calculated by multiplying the Equipment **Total Cost** with the applicable percentage specified in the next sentence. The applicable percentage will be 40% for Equipment having an initial Term of less than 24 months; 35% for Equipment having an initial Term of 24 months or greater, but less than 36 months; and 30% for Equipment having an initial Term of 36 months or greater.

You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

You are familiar with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other analogous anti-corruption legislation in other jurisdictions in which you conduct business or which otherwise apply to you, and with related regulations (collectively the "Anti-Corruption Laws"). You shall not in connection with this Lease: (i) make any improper payment or transfer anything of value, offer, promise or give a financial or other advantage or request to, or agree to receive or accept a financial or other advantage from, either directly or indirectly, any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage; or (ii) take any action which would cause us to be in violation of any Anti-Corruption Laws. You shall promptly notify us if you become aware of any violation of the representations and covenants set forth in this paragraph.

4. End of Term Options. If you have fully complied with this Lease, you may choose one of the following options upon the expiration of the applicable term on an "all or none" basis provided you give us not less than ninety (90) days prior written notice: (i) purchase the Equipment for the Purchase Price (as defined below) on an "as-is, where-is" basis, without any representations or warranties, (ii) renew the Lease at the fair market rental value for

an arm's length transaction as determined by us, or (iii) return the Equipment, at your expense, to a location designated by us on or before the last day of the Lease term. "Purchase Price" means (a) if you have selected a FMV End of Term Purchase Option, an amount equal to the fair market value of the Equipment in an arm's length transaction as determined by us (plus all applicable taxes), or (b) if you have selected a 10% End of Term Purchase Option, an amount equal to ten percent (10%) of the original Equipment cost (plus all applicable taxes), or (c) if you have selected a \$1.00 End of Term Purchase Option an amount equal to one dollar (\$1.00) (plus all applicable taxes). For any Equipment to be returned to us, the Equipment must be in the same condition as when delivered to you, reasonable wear and tear excepted, and you agree to (a) remove any identifying marks on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment in accordance with the manufacturer's guidelines. All Equipment returned to us, including any memory, drives or other integrated components, parts or accessories, must be: (1) authentic manufacturer equipment configured only in compliance with that manufacturer's specifications and recommendations, and which is not counterfeit, trademark infringing, stolen, leaked, fraudulent or otherwise unlawful; and (2) free of BIOS passwords, non-default authentication credentials, or management registrations or other locking devices, which may restrict or disable the use of the equipment and devalue the remarketing price. You shall return to us all copies of any operating system software that you received with the Equipment. Without limiting the foregoing, all iPhones, smartphones, iPads, tablets, Apple desktops, Apple notebooks, and Apple workstations, must be returned in full working order and be without scratches, cracks or other damage to LCD screens or Digitizers, with any BIOS passwords or other locking devices removed and any "Find My iPhone/Find My iPad/Find My Mac", iCloud, FMP, MDM/DEP "Mobile Device Management"/"Device Enrollment Program", carrier locks, or any other locks which disable the use of the Equipment de-activated. Where any Equipment returned to us is found not to be in the condition set forth in the immediately preceding sentence, you will be responsible for, and will pay us promptly on demand for, the then fair market value (calculated assuming the Equipment is in such condition) of such Equipment.

5. Default. If you do not pay or perform any obligation under this Lease within 10 days of when such payment or performance is due, or you or any guarantor die, become insolvent or unable to pay debts when due; stop doing business as a going concern; merge, consolidate, transfer all or substantially all of your assets; make an assignment for the benefit of creditors, file bankruptcy, appoint a trustee or receiver or undergo a material adverse change in your financial or operating condition, we can do any or all of the following: (1) accelerate without notice all payments provided for in this Lease (discounted at the Discount Rate), (2) immediately repossess the Equipment or (absent Equipment repossession or return) claim a further amount equal to Stipulated Loss Value from you, (3) collect all costs of collection, including any bad check charges and reasonable attorneys' fees, (4) collect lost tax benefits and all unpaid amounts due hereunder, (5) sell or relet the Equipment, and (6) exercise all other remedies available to us. If we do not receive any payment when due, you will pay a one-time late charge on any overdue payment equal to the greater of \$.10 per dollar for each late payment, or \$15 (to compensate for the cost and expense of collecting and processing the late payment), plus a charge of 1 1/2% of the late payment for every month after the first month in which the payment is late (for damages including our inability to reinvest the late amount), but in any case, never to exceed more than the maximum charge allowed by law. Your payments may be applied, as we elect, first to the oldest amount due. Our action or failure to act on any one remedy shall not constitute an election of such as our sole remedy. Any provision of this Lease is severable if unenforceable. Any action or claim by you against us shall be commenced within one year after the cause of action arises or be forever barred.

6. Miscellaneous.

6.1 You agree to sign such other documents and take such other actions as we may require to accomplish the intent and purpose of this Lease. All of your representations, warranties and obligations hereunder shall survive the termination of this Lease. All notices, demands and other communications required to be given under this Lease shall be in writing and shall be deemed to have been given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service to the address specified above (or such other address as either party shall so notify the other).

6.2 TIME IS OF THE ESSENCE. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF NEW JERSEY AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS THEREOF. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY JURISDICTION. YOU WAIVE ANY STATUTORY PROVISIONS WHICH CONFLICT WITH THE TERMS OF THIS LEASE, INCLUDING BUT NOT LIMITED TO UCC ARTICLE 2A SECTION 303 AND SECTIONS 508 THROUGH 522. You acknowledge that neither any Vendor nor any Equipment salesperson is an agent of ours nor are they authorized to waive or alter the terms of this Lease. Their representations in no way affect any of our rights and obligations as herein set forth.

6.3 We may accept signature to this Lease or other related agreements through DocuSign, Adobe or any other approved electronic means (any such document, an "Electronic Document") as exchanged with your electronic mail or other address that you have identified to us. If we receive and accept by signing an Electronic Document reflecting your signature then you agree that: (1) the Electronic Document will be enforceable in accordance with its terms; (2) the Electronic Document will be deemed to be (i) a "writing" or "in writing" and (ii) an "original" when printed from our electronic files or records established and maintained in the normal course of business; (3) neither party will contest the validity or enforceability of the Electronic Document; (4) the Electronic Document will be admissible as evidence in any judicial proceeding the same as if it was an ink-signed document; (5) each party will use commercially reasonable security measures to protect and record signatures to and delivery of Electronic Documents only by identifiable authorized persons; and (6) each party will be responsible for (i) any unauthorized access to or processing of Electronic Documents within its own organization and (ii) the failure of its security measures. If you do not wish to sign an Electronic Document electronically, you may notify us in writing and thereafter we will not use Electronic Documents with you as stated.

6.4 You acknowledge that certain personal information may be communicated to us in the course of the performance of the Lease and will be used by us to administer our rights and obligations under the Lease and any other agreement entered into between you and us. You confirm that you have obtained any requisite consent to the disclosure and processing of such information by us for that purpose. All such personal data will be processed in accordance with the Hewlett Packard Enterprise privacy policy in force from time to time (available at www.hpe.com). You authorize us to share information related to this Lease with our affiliates for any reason and any third party as necessary to fulfill our obligations under this Lease.

6.5 If the Equipment includes software and the relevant licensor has authorized us to make the software available for your use under this Lease, you assign to us all of your right, title and interest in the relevant software license agreement (the "License"). Such assignment is an assignment of rights only and you will remain subject to all obligations and liabilities under the License except for the obligation to pay for the License after your execution and delivery of all documentation necessary to establish your acceptance of the software. At the end of the term of this Lease and provided you are not in default we will assign all rights, title and interest in the License back to you.

6.6 By signing a copy of this Lease where required above (either on paper or electronically) and providing the deposit account information required above, you are agreeing to all of the terms and conditions of this Lease, each of which is hereby incorporated by reference into this Business Lease Agreement. This Lease shall become effective upon our acceptance hereof but we will have no obligation to purchase the Equipment until you have accepted it as set forth above.

«TableStart:PPG»

Guaranty

GUARANTY (upon request). In consideration of this Lease, you (the "Guarantor") absolutely, irrevocably and unconditionally guarantee to us the full and prompt payment, observance and performance when due of all obligations of Lessee (the "Guaranteed Obligations"). You waive (i) diligence, presentment, demand for payment, protest or notice of any default under this Lease, (ii) notice of waivers or indulgences given to you or Lessee, and any extensions, renewals or amendments to this Lease, and (iii) all defenses, offsets and counterclaims against us, any right to the benefit of any security or statute of limitations, and any requirement that we proceed first against Lessee or any collateral security. Until the Guaranteed Obligations have been paid and performed in full, you will not have any right of subrogation. Guarantor shall pay all costs of enforcement and collection including attorneys' fees. Guarantor agrees that: (i) this Guaranty constitutes an Electronic Document under section 6.3 of the Lease and (ii) Guarantor agrees to the provisions of such section 6.3. **THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF NEW JERSEY. GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN NEW JERSEY. THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

Name: _____

Signed by: _____

Address: «PP:Personal_Guarantor_Address»

Soc. Sec #: _____

¹Authorized to do business in the name of Hewlett-Packard Financial Services Company Inc. in Alabama and New York

«TableEnd:PPG»

PACK AND SHIP RIDER TO BUSINESS LEASE AGREEMENT NO. 1000872549USA-4 dated _____ BETWEEN HEWLETT-PACKARD FINANCIAL SERVICES COMPANY AND County of Lancaster, Pennsylvania AND ANY AND ALL SCHEDULES AND EXHIBITS THERETO (TOGETHER, THE "LEASE")

The parties to the above-captioned Lease hereby agree that the following provisions shall be incorporated into the Lease and made a part thereof. Capitalized or other terms defined in the Lease and used in this Addendum shall have the meanings ascribed to them in the Lease unless otherwise expressly defined herein.

A. Clause (iii) of the first sentence of Section 4 is replaced with the following:

"(iii) return the Equipment by delivering the Equipment to us, for our pick-up at a loading dock at your facilities (individually each a "Designated Pick-up Location" and collectively the "Designated Pick-Up Locations") in accordance with the terms of this Section 4.

B. The following new sentences are added to the end of Section 4:

"You shall provide us with not less than five (5) business days advance notice for any tender of Equipment for return to us. Subject to your compliance with all of the following assumptions, we shall cause our authorized carrier to pack and pick up the Equipment at the applicable Designated Pick-up Location, and to ship the Equipment, insured, to our designated return facility, and we shall bear all actual charges of packing and shipping from the Designated Pick-up Locations to our return facility(ies): For each Designated Pick-Up Location, a) there will be a loading dock that is accessible to a full size tractor trailer; b) all Equipment will be de-installed and consolidated in a centralized location on the first floor at or near the loading dock (within 100 ft.); c) pickup must occur during normal business hours Monday through Friday, 8am to 5pm; d) Union labor is not a requirement for the pickup; e) the Designated Pick-up Location is within the continental United States; f) you tender at least ten (10) Pieces of Equipment per pick-up of Equipment at each Designated Pick-up Location ("Minimum Pickup"); and g) all ink/toner cartridges must be removed from the printers and placed in a sealed (zip lock style) plastic bag prior to shipping (cartridges may be shipped with the printers but must not remain installed for transit as it may cause damage to the unit and the carrier is not responsible for removal of or verification of removal of cartridges and any damage caused due to the failure to remove cartridges). If any one or more of the foregoing assumptions are not applicable or Equipment does not qualify as a Piece of Equipment as defined below, surcharges to you will apply to cover our increased costs. If a default under this Lease occurs, you shall pay all actual costs of any Equipment packing, transportation, in-transit insurance and shipping. Notwithstanding the foregoing, if the applicable fuel price as of the date that our carrier picks up the Equipment from the Designated Pick-Up Location is twenty percent (20%) greater than the applicable fuel price as of the date this Lease is fully executed or higher, both such prices as specified at <https://www.eia.gov/petroleum/gasdiesel/>, then surcharges to you shall apply to cover our increased line-haul costs. Additionally, surcharges to you may apply to cover our increased costs related to the packing, transportation, in-transit insurance and shipping of the Equipment in the event of a cause or causes beyond our reasonable control. Such causes will include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, epidemic, quarantine, travel restrictions or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout or injunction. For purposes of this Section 4, the term "Piece of Equipment" shall mean any one physically separate piece of desktop or printer equipment, including, without limitation, central processing units (e.g. desktops and notebooks) and desktop servers; associated computer equipment, including, without limitation, scanners, monitors/LCD, dumb terminals, hubs, routers, desktop printers, multifunction printers and related peripherals; and other office equipment, including, without limitation, fax machines, overhead projectors, and desktop copiers. Small, non-serialized computer products, such as a mouse, keyboards or cables, and other such accessories shall not be counted as separate Pieces of Equipment hereunder, and may be returned without charge if returned in conjunction with other Pieces of Equipment. Pieces of Equipment which are equal to or larger than an industry standard size pallet shall satisfy the Minimum Pickup requirements above, irrespective of number of Pieces of Equipment. You warrant that no Equipment is contaminated with chemicals, biological agents or other substances not integral to the original new Equipment or otherwise associated with normal office or household environments and that all data (including but not limited to personal data as defined in the EU General Data Protection Regulation 2016/679) contained on the Equipment has been wiped clean or permanently deleted prior to the Equipment being made available at the Designated Pick-up Location."

Except as specifically modified herein, all provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized representatives as of the date first set forth above.

County of Lancaster, Pennsylvania

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LANCASTER COUNTY ELECTION BOARD MEETING AGENDA
WEDNESDAY, APRIL 15, 2026
11:00 a.m. - Conference Room #701, 7th Floor



1. Meeting Called to Order.
2. Minutes as Distributed:
 - a. Approval of the November 7, 2025 Election Board Meeting Minutes.
3. Old Business:
4. New Business:
 - a. **Resolution No. 1 of 2026 – Proposed Polling Place Changes – Posting and Setting Date of Hearing**
Christa Miller, Chief Clerk/Chief Registrar, Board of Elections
 - b. **Update on the May 19, 2026 Primary Election**
Christa Miller, Chief Clerk/Chief Registrar, Board of Elections
5. Business from Guests
6. Adjourn