

## GRANT AGREEMENT

This GRANT AGREEMENT is made between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF HUMAN SERVICES (“Department”), and [REDACTED] (“Grantee”), collectively, the “Parties.”

### WITNESSETH:

WHEREAS, the Department of Human Services, created by Act 390, approved July 13, 1957, P.L. 852, is responsible for the administration of public assistance programs in the Commonwealth (62 P.S. § 403);

WHEREAS, Section 205 of the Human Services Code, 62 P.S. § 205, authorizes the Department to make grants of appropriated funds to programs in fields in which the Department has responsibility;

WHEREAS, the Department expects to allocate \$(3 year amount) from funds expected to be appropriated for Family Support Programs;

WHEREAS, the Grantee will operate the program described in detail in Rider 2 to this grant, which program meets the Department’s standards; and

WHEREAS, the Grantee was selected to receive this grant in accordance with the Department’s established grant policy and procedures.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. The term of this grant shall be from July 1, 2022 to June 30, 2025. At its sole and complete discretion, the Department may extend this agreement for two additional one-year periods. If necessary for subsequent years, the Grantee shall provide the Department with a revised Work Statement and revised Budget upon the Department’s request. Upon approval by the Department, these revised Work Statements and revised Budgets will become part of this Grant Agreement.
2. The Grantee shall use the funds granted hereunder to faithfully implement the conditions of this grant and operate the program described in Rider 2, subject to the terms and conditions contained herein.
3. The services described in Paragraph 2 above shall be provided in conformity with:

Rider 1	Payment Provisions
Rider 2	Work Statement, consisting of RFA No. 01-22 with Appendices H and I and all addenda, and Grantee’s Application (excluding financial capability)
Rider 3	Budget
Rider 4	Standard Grant Terms and Conditions
Rider 5	DHS Addendum to Standard Terms and Conditions, with Audit Clause A

Rider 6 Business Associate Addendum

4. The Riders listed above, as they may be applicable to this grant, are attached and made a part of this Grant Agreement.
5. Subject to the availability of State and Federal funds, the Department will pay the Grantee, in accordance with the terms of Rider 1, as soon as practical after the Grant Agreement has received final approval from all necessary parties. The total amount of this grant is \$(Annual Amount) annually, and no payments shall be made under this Agreement in excess of this amount. At its discretion, the Department may increase or decrease this total grant amount through a Funding Adjustment as a result of changes in applicable appropriations or allocations or certifications of available funds.
6. This Grant Agreement may be cancelled by the Department, in accordance with Paragraph 18 of Rider 4, upon 30 days prior written notice.
7. This Grant Agreement contains all the terms and conditions agreed on by the parties. Any modifications or waivers of this agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original of this agreement. No other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the Parties hereto.

[Remainder of page intentionally left blank.]

## **RIDER 1 PAYMENT PROVISIONS**

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

- A. Subject to the availability of State and Federal funds and the other terms and conditions of this grant, the Department will pay the Grantee in accordance with Rider 3 for providing the services described in Rider 2, up to the maximum annual amount of **\$(Annual Amount)**, as it may be adjusted pursuant to Paragraph 5 of the Grant Agreement, and no payments shall be made under this grant in excess of that amount.
  
- B. The Department will make a monthly payment consisting of 1/12 of the maximum annual amount identified in Paragraph A of this Rider 1 beginning in July of the corresponding state fiscal year (“SFY”) as follows:
  - 1. 11 installment payments beginning July 2022; and a final installment payment upon receipt, review, and approval of the Grantee’s final Expenditure Report for June 2023.
  - 2. 11 installment payments beginning July 2023; and a final installment payment upon receipt, review, and approval of the Grantee’s final Expenditure Report for June 2024.
  - 3. 11 installment payments beginning July 2024; and a final installment payment upon receipt, review, and approval of the Grantee’s final Expenditure Report for June 2025.
  - 4. If the Department elects to extend the Agreement, the Department will utilize the same payment structure identified above for the extension periods.

The Department will make payments to the Grantee through ACH. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH and electronic addenda information (obtained at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf)) to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 877.435.7363 or by 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.

It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth’s central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

- C. Grantee must submit Quarterly Expenditure Reports to the Department of Human Services, Office of Child Development and Early Learning, 333 Market Street, 6<sup>th</sup> Floor, Harrisburg, PA 17126-0333. Grantee shall use the Pennsylvania Family Support Data Collection System (“Data System”) or alternative method as determined by the Department to complete all Quarterly Expenditure Reports. Quarterly Expenditure Reports must be submitted to the Department 15 days after the end of each quarter. The Department may withhold payments due to untimely submissions of Quarterly Expenditure Reports. Prior to release of the final payment for each year of the award, OCDEL will review the cumulative expenses submitted to the Department to determine if the remainder of the final 1/12 payment will be issued to Grantee. Grantee must return any excess funds or interest earned and not expended to the Department at the end of each year.

- D. The Department may disapprove any expenditures made by the Grantee that are not in accordance with the terms of this Grant Agreement and will adjust payment to Grantee accordingly.
- E. The Department will make payment for services in accordance with Rider 3. Living and travel expenses may be reimbursed but shall not exceed the rates as set forth in Management Directive 230.10, Commonwealth Travel Policy unless the Grantee has higher rates that were established and published prior to entering into this Grant Agreement. Grantee shall retain itemized receipts in the Grantee's files to support all claims submitted for living and travel expenses reimbursement and make these receipts available to the Department, upon request.
- F. The Grantee has the option to reallocate funds among or within budget categories and line items, subject to the following criteria:
1. The Grantee must receive the Department's prior written approval for reallocations that are:
    - Between the major budget categories of Personnel, Equipment and Supplies, and Other Program Costs.
    - Among line items in when the reallocation exceeds ten percent (10%) of a line item.
    - Add a new line item or budget category.
  2. In its sole discretion, the Department may waive the requirement for prior approval of budget reallocations.
  3. The Grantee shall request approval for budget reallocations, as needed, throughout the SFY, with all final requests being received by the Department prior to April 15. In its sole discretion, the Department may approve requests for reallocations received after April 15.
- G. Grantee shall retain funds in an interest-bearing account. Grantee shall account for all interest earned on the payments made under this grant and use it for expenditures in accordance with the terms of this Grant Agreement, to enhance the services provided under this Agreement, or return it to the Department. The Grantee must pay to the Department all excess funds received by Grantee and any unused interest income earned on payments made to the Grantee within 45 days of the end of the SFY and no later than 30 days at the end of the termination or expiration of this Grant.
- H. Grantee shall submit the last actual Quarterly Expenditure Report no later than 45 days after the expiration date of the Grant Agreement or, in the event of earlier termination or cancellation, no later than 30 days after notice to the Grantee of such termination or cancellation. No payment will be made for any expenditures that are not included in any Quarterly Expenditure Report not submitted in accordance with this provision. The Department will not pay for any expenditure not claimed by Grantee in its Final Quarterly Expenditure Report.
- I. The Grantee must maintain supporting documentation for all fiscal and programmatic activity under this Grant Agreement and make this documentation available for review by

the Department or its representatives upon request. Failure to provide documentation within the timeframe prescribed by the Department may result in a payment delay or termination of the grant in accordance with Paragraph 18 of Rider 4.

- J. The Grantee shall provide a General Ledger (“GL”) reconciliation (or other similar report or auditable expense report) for each year of the Grant Agreement. This GL expense report shall reflect the financial information in accordance with submitted Quarterly Expenditure Reports. Differences identified in the GL and Quarterly Expenditure Reports will be subject to the review of the Department and handled within the terms of this Grant Agreement.
- K. Grantee shall comply with all applicable requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 CFR. Part 200.
- L. This grant is subject to audit in accordance with Audit Clause A, attached as part of Rider 5.