

Applicant County: POTTER	Payable To:
Contact Person: Brian Abel	POTTER COUNTY COMMISSIONERS
Contract Number: 4100093212	Vendor I.D. Number: 141739-011

Juvenile Probation Services Grant Agreement

This Juvenile Probation Services Grant Agreement (“Agreement”) is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), through the Juvenile Court Judges’ Commission of the Office of General Counsel, with its principal offices located at 601 Commonwealth Avenue, Suite 4600, P.O. Box 62425, Harrisburg, PA 17106-2425 (“Commission”) and POTTER County, with its principal offices located at PROBATION DEPARTMENT, 1 N. MAIN ST., STE 229, PA 16915-1755 (“Grantee”).

Section 6374 of the Juvenile Act, 42 Pa.C.S.A. § 6374, gives the Commission the power and the duty to “make annual grants to political subdivisions for the development and improvement of probation services for juveniles” (“Juvenile Probation Services”).

The Grantee has submitted a Juvenile Probation Services plan (“Plan”) to the Commission and the Commission has approved the Plan. The Commission now desires to award a grant to the Grantee for the 2022-2023 fiscal year in order to financially assist the Grantee with the execution of the Plan.

The parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date (as defined) below and shall terminate on June 30, 2023 (“Term”), unless sooner terminated as provided hereinafter. The Effective Date shall be the date that this Agreement is fully executed by the Grantee and the Commission and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. 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 sent to the Grantee. The parties may extend the Term through a written agreement prior to the end of the Term. In no event shall the Term be extended for more than six months.

2. Grant Award. The Commission hereby awards the Grantee the aggregate amount of **\$32,828.00**, subject to the terms and conditions of this Agreement (“Grant”). The Commission shall disburse the Grant once this Agreement is fully executed. The Grantee shall use the Grant funds and any interest earned therefrom to carry out the activities described in the Plan, attached hereto as Exhibit A. The Commission will not be liable for any expenditure by the Grantee that is not for Plan activities or that is for costs exceeding the Grant. The Grantee must submit a final report to the Commission detailing the completion of the Plan, an accounting of the use of the Grant proceeds and any interest earned therefrom. This report is due no later than thirty (30) calendar days from the end of the Term. The Grantee shall return all unused Grant funds and interest earned therefrom to the Commonwealth no later than thirty (30) calendar days after the end of the Term of this Agreement.

3. Interest Bearing Account. The Grantee shall deposit the Grant funds in an interest-bearing account. All interest accrued must be expended for Grant-related purposes and reported in the Grantee's final report.
4. 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 interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. The Grantee shall return all unused Grant funds and interest earned therefrom to the Commonwealth no later than thirty (30) calendar days after the effective date of the termination.
5. Compliance with Commission Policies. The Grantee shall comply with the following Standards and Conditions, adopted by the Commission, and are incorporated herein by reference:
 - a. Standards Governing the Operation of a Juvenile Probation Merit System (37 Pa. Code § 200.1001 et seq.). Pursuant to this Standard, the minimum annual training requirement for continuing employment as a juvenile probation officer, supervisor/deputy, or chief juvenile probation officer shall be the successful completion of 40 hours of approved training per year;
 - b. Standards Governing Juvenile Court Intake;
 - c. Standards Governing the Use of Secure Detention Under The Juvenile Act (37 Pa Code § 200.1 et seq.); and
 - d. Standards Governing Hearings and Administrative Reviews for Children Held in Secure Detention (37 Pa Code § 200.101 et seq.).
6. Grantee Responsibilities. The Grantee shall:
 - a. Complete and submit a Juvenile Justice System Enhancement Strategy (JJSES) Implementation Survey to be used to support the development of a JJSES Implementation Plan. The Plan shall provide documentation of specific activities to support the implementation of the JJSES including, but not limited to, the utilization of the Youth Level of Service (YLS) risk/needs assessment, how the results of the YLS are incorporated into dispositional recommendations including those to the Court, and how the YLS results are utilized to support the development of a standardized case plan as per established county policy;
 - b. Implement and adhere to a YLS policy reviewed and approved by the Commission;
 - c. Ensure the establishment and maintain certification of an internal YLS Master Trainer or partner with another county to provide YLS Master Trainer services;
 - d. Prepare and submit a proposed budget that complies with guidelines issued by the Commission as to the type and amount of benefit and operational costs that are

allowable for each program category within the Juvenile Probation Services Proposed Budget;

- e. Ensure that the compensation provided to juvenile probation officers, including salaries, salary increases and bonuses, shall be 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, 37 Pa. Code § 200.1003 (a);
 - f. Provide the Commission with certified expenditure reports, schedule of staff salaries, personnel transaction reports, and certification that the compensation provided to juvenile probation officers and juvenile probation personnel who are not 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, and/or human service agencies, within the jurisdiction of county government, in a manner, format, and at intervals as determined by the commission; and
 - g. Participate in the Commission's Statewide Juvenile Court Statistical Program, Outcome Measures Reporting Program, and Detention Monitoring and Reporting Program.
7. Audit. This Agreement is subject to audit by Commonwealth agencies and/or their designated representatives, including audits of actual cost incurred. The Grantee shall maintain records of program costs and expenditures under this Agreement. At the direction of the Commission or the Commonwealth, all Grantee's books and records related to this Agreement shall be made available for audit at a site designated by the Commonwealth. The Grantee shall preserve books, documents, and records sufficient to justify its Plan costs and expenditures for three years after expiration of this Agreement. The Grantee shall give full and free access to all records to the Commonwealth and/or their authorized representatives.
 8. Offset, Withholding, Recoupment. The Commission may offset, withhold, or recoup payments for grant expenditures if the Commission determines that the expenditures are or were not eligible or allowable under any policy, guideline, regulation, or requirement applicable to funding under this Agreement.
 9. Remedies Not Exclusive. The rights and remedies of the Commission provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.
 10. Commonwealth Standard Terms and Conditions. The provisions outlined in Exhibit B are attached hereto and incorporated herein.
 11. Amendments and Modifications. No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement.
 12. No Waiver. The failure of either party to insist upon the strict performance of the terms

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

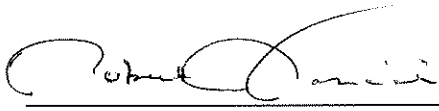
13. Severability. The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, 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 shall not be affected thereby.
14. Integration and Merger. This Agreement constitutes the final, complete and exclusive agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent the performance of this Agreement except as expressly set forth herein.

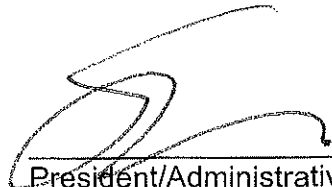
[SIGNATURE PAGE FOLLOWS.]

The parties hereto have caused this Agreement to be signed by their proper officials below.

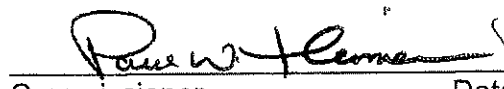
COMMONWEALTH OF PENNSYLVANIA
JUVENILE COURT JUDGES' COMMISSION
OF THE OFFICE OF GENERAL COUNCIL

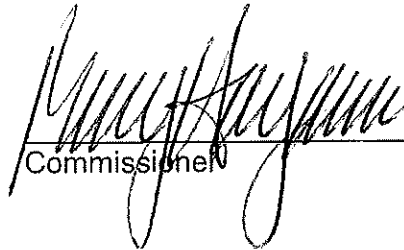
COUNTY OF POTTER


Executive Director 10/7/22 Date


President/Administrative Judge 8/17/2022 Date


Chairman/County Executive 8-20-22 Date


Commissioner 8/25/22 Date


Commissioner 8/25/22 Date

APPROVED AS TO FORM AND LEGALITY

COMMISSION LIAISON COUNSEL Date

23-FA-2.2

OFFICE OF GENERAL COUNSEL Date

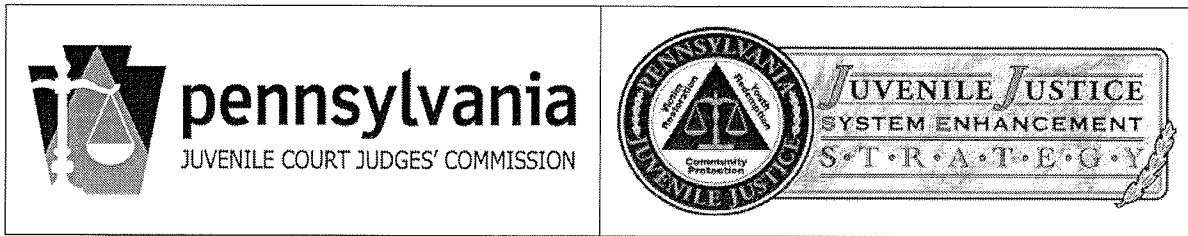
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OFFICE OF ATTORNEY GENERAL Date

Approved as to fiscal responsibility, budgetary appropriateness & availability of funds in the amount of \$32,828.00 under Appropriation Symbol 11005 Contract # 4100093212.
100% Commonwealth funds

Comptroller Date

EXHIBIT A- COUNTY JJSES PLAN APPROVAL



**Juvenile Probation Services Grant
JJSES Implementation Plan Signature Page**

Grantee: POTTER County	Status of FY 2022/2023 JJSES Implementation Plan: Approved
Grant Period: 07/01/2022 – 06/30/2023	Grant Contact: Angel R. Stewart, Director of Administration & Grant Programs angstewart@pa.gov 717.783.7835

JJSES Plan Approving Official:

Robert J. Tomassini
Robert J. Tomassini, Executive Director
Juvenile Court Judges' Commission

7/28/2022
Date

Your county's Juvenile Justice System Enhancement Strategy (JJSES) Implementation Plan has been approved and will become effective upon your county's confirmation, as reflected in the signatures below.

Signature: [Signature] 8/17/2022
Juvenile Court Administrative Judge Date

Signature: [Signature] 8/17/2022
Chief Juvenile Probation Officer Date

This signature page is a requirement of the Juvenile Probation Services Grant application process, please return this signed document to Angel R. Stewart, Director of Administration and Grant Programs at angstewart@pa.gov.

**Juvenile Probation Services
JJSES Implementation Plan
FY 2022-2023**

County?	Potter
Name of person completing this survey?	Brian Abel
Name of Juvenile Probation Services Grant contact person in your County?	Brian Abel
Stage I	
Please provide a brief update regarding the current status of Stage 1 within your department.	The Juvenile Probation Officer did successfully attend the YLS Master recertification in October of 2021.
Is your department planning Stage 1 activities during FY 2022-2023?	No
Stage I Conclusion	
Please discuss other notable Stage 1 activities planned for FY 2022-2023.	In cooperation with our local CYS and our President Judge, they have started to schedule local children's roundtable's in the County. They had one on August 5, 2021, at which time our juvenile probation officer provided a brief presentation on the juvenile justice system. There is another roundtable scheduled for July 8, 2022, which the main presenter is discussing trauma.
Stage II	
Motivational Interviewing	
Is your department actively engaged in motivational interviewing (MI) activities?	Yes
Please provide a brief update regarding the current status of MI within your department.	The Juvenile Officer continues to implement MI during the initial intake meeting and throughout the supervision of the juvenile.
Is your department planning MI activities during FY 2022-2023?	No
PaDRAI	
Is your department actively engaged in Pennsylvania Detention Risk Assessment Instrument (PaDRAI) activities?	No
Is your department planning PaDRAI or other detention related activities during FY 2022-2023?	No
Was your department previously active in PaDRAI activities?	No
Mental Health / Behavioral Health Screening	
Is your department actively engaged in MAYSI-2 activities?	No
Is your department planning MAYSI-2 or other behavioral health related activities during FY 2022-2023?	No
Was your department previously active in MAYSI-2 activities?	No
Does your department utilize a mental health/behavioral health screening tool other than the MAYSI-2 (check all that apply):	Department does not utilize a mental health/behavioral health screening tool.
Trauma Screening	
Is your department actively engaged in Child Trauma Screen (CTS) activities?	No
Is your department planning CTS or other trauma related activities during FY 2022-2023?	No
Was your department previously active in CTS activities?	No
Does your department utilize a trauma screening tool other than the CTS (check all that apply):	Department does not utilize a trauma screening tool.

YLS	
Is your department actively engaged in Youth Level of Service Risks/Needs Assessment (YLS) activities?	Yes
Please provide a brief update regarding the current status of the YLS within your department.	YLS assessment's are completed when the juveniles are placed on probation, then every 6 months thereafter and again at the termination of supervision.
Is your department planning YLS activities during FY 2022-2023?	No
Case Planning	
Is your department actively engaged in case planning activities?	Yes
Please provide a brief update regarding the current status of case planning within your department.	The Juvenile Officer completes case plans on high risk youth and moderate high risk youth.
Is your department planning case planning activities during FY 2022-2023?	No
Stage II Conclusion	
Please discuss other notable Stage 2 activities planned for FY 2022-2023.	
Stage III	
Skill Building & Tools	
Is your department actively engaged in skill building and tool focused activities (e.g. Four Core Competencies (4CC), Carey Guides, Brief Intervention Tools (BITS), or the Supervisor's EBP BriefCASE)?	No
Is your department planning skill building and tool focused activities during FY 2022-2023?	No
Was your department previously active in skill building and tool focused activities?	No
Cognitive Behavioral Interventions	
Is your department actively engaged in cognitive behavioral intervention (CBI) activities (e.g. NCTI/Crossroads®, Aggression Replacement Training® (ART®), Thinking for a Change (T4C), Forward Thinking (The Change Companies®), Moral Reconation Therapy® (MRT®), Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS), Dialectical Behavior Therapy (DBT))?	No
Is your department planning CBI activities during FY 2022-2023?	No
Was your department previously active in CBI activities (e.g. NCTI/Crossroads®, ART®, T4C, Forward Thinking (The Change Companies®), MRT®, SPARCS, DBT)?	No
EPICS	
Is your department actively engaged in Effective Practices in Community Supervision (EPICS) activities?	No
Is your department planning EPICS activities during FY 2022-2023?	No
Was your department previously active in EPICS activities?	No
SPEP	
Is your department actively engaged in Standardized Program Evaluation Protocol (SPEP™) activities?	Yes
Please provide a brief update regarding the current status of SPEP™ within your department.	The Juvenile Officer participates in graduated responses by offering the juveniles rewards and incentives for achieving positive behaviors.
Is your department planning SPEP™ activities during FY 2022-2023?	No

Graduated Response	
Is your department actively engaged in graduated responses activities?	Yes
Please provide a brief update regarding the current status of graduated responses within your department.	The Juvenile Officer continues to offer rewards and incentives as means of achieving positive behavior from the juveniles.
Is your department planning to implement graduated response activities during FY 2022-2023?	No
Stage III Conclusion	
Please discuss other notable Stage 3 activities planned for FY 2022-2023:	
Stage IV	
Please provide a brief update regarding the current status of policy alignment within your department.	The Juvenile Officer and Chief Probation Officer meet on a regular basis to go over cases, trainings that were completed or needed and any other issues that would benefit the juveniles, their parents and the department.
Please provide a brief update regarding the current status of staff performance measurement within your department.	Our department is very small, which includes one Probation Officer and minimal resources available to us.
Please provide a brief update regarding the current status of EBP service contracts within your department.	There is only one agency for Drug & Alcohol and also one agency for Mental Health.
Is your department planning Stage 4 activities during FY 2022-2023?	No
Stage IV Conclusion	
Please discuss other notable Stage 4 activities planned for FY 2022-2023:	
Building Blocks	
Delinquency Prevention	
Is your department actively engaged in delinquency prevention activities?	Yes
Please provide a brief update regarding the current status of delinquency prevention within your department.	The Judge does review hearings of the majority of the juvenile cases every 2 - 3 months and graduated responses are used to promote positive behavior with the juveniles.
Is your department planning delinquency prevention activities during FY 2022-2023?	No
Diversion	
Is your department actively engaged in diversion activities?	No
Is your department planning diversion activities during FY 2022-2023?	No
Was your department previously active in diversion activities?	No
Family Involvement	
Is your department actively engaged in family involvement activities?	Yes
Please provide a brief update regarding the current status of family involvement within your department.	The family's are present at the intake meeting to gather information about the probation system in PA. The juvenile and the family provide valuable information to complete the YLS assessments. Juvenile family's participate in formulating case plans.
Is your department planning activities specifically aimed at educating staff in strategies that mitigate bias in decision making during FY 2022-2023?	No
Is your department planning family involvement activities during FY 2022-2023?	No
Continuous Quality Improvement	
Please provide a brief update regarding the current status of continuous quality improvement (CQI) within your department.	There is no update at this time.
Is your department planning CQI activities during FY 2022-2023?	No

Building Blocks Conclusion

Please discuss other notable Building Block activities planned for FY 2022-2023:

Additional Activities

Is your department planning to implement additional activities that you would like to highlight in your JJSES Implementation Plan?

No

EXHIBIT B

GRANTEE INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

A. DEFINITIONS. For purposes of these Grantee Integrity Provisions, the following terms shall have the meanings found in this Section:

1. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
2. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this Agreement.
3. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
4. "Grantee Related Parties" means any affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Grantee.
5. "Financial Interest" means either:
 - (a) Ownership of more than a five percent interest in any business; or
 - (b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
6. "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, the 4 Pa. Code §7.153(b), shall apply.
7. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

B. In furtherance of this policy, the Grantee agrees to the following:

1. The Grantee shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting or procurement with the Commonwealth and/or

Council.

2. The Grantee shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Grantee activity with the Commonwealth and Commonwealth employees and which is made known to all Grantee employees. Posting these Grantee Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Agreement services are performed shall satisfy this requirement.
3. The Grantee, its affiliates, agents, employees and anyone in privity with the Grantee shall not accept, agree to give, offer, confer, or 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 of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Agreement, except as provided in this Agreement.
4. The Grantee shall not have a financial interest in any other entity, subcontractor, or supplier providing services, labor, or material under this Agreement, unless the financial interest is disclosed to the Council in writing and the Commonwealth consents to the Grantee's financial interest prior to Commonwealth execution of the Agreement. The Grantee shall disclose the financial interest to the Council at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Grantee's submission of the Agreement signed by the Grantee.
5. The Grantee certifies to the best of its knowledge and belief that, within the last five (5) years, the Grantee or its related parties have not:
 - (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any Agreement with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) 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
 - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If the Grantee cannot certify to the above, then it must submit along with this Agreement a written explanation of why such certification cannot be made and the Council will determine whether an Agreement may be entered into with the Grantee. The Grantee's obligation pursuant to this certification is ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Grantee shall have an obligation to immediately notify the Council in writing if at any time during the Term of this Agreement if it becomes aware of any event which would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Council may, in its sole discretion, terminate the Agreement for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the Agreement.

6. If applicable, the Grantee shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this Agreement was awarded on a Non-bid Basis, the Grantee must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
7. 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 such ethical standards, the Grantee shall immediately notify the Council's program manager or the Office of the State Inspector General in writing.
8. The Grantee, by submission of its bid or proposal and/or execution of this Agreement and by the submission of any bills, invoices or requests for payment pursuant to the Agreement, certifies and represents that it has not violated any of these Grantee Integrity Provisions in connection with the submission of the bid or proposal, during any agreement negotiations or during the term of the Agreement, to include any extensions thereof. The Grantee shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Grantee Integrity Provisions. The Grantee agrees to 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.
9. The Grantee shall 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. The Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. The Grantee, upon the inquiry or request of an Inspector General, shall 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 the Grantee's integrity and compliance with these provisions. Such information may include, but shall 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. The Grantee shall incorporate this paragraph in any contract or subcontract it enters into in the course of the performance of this Agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of Agreement between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
10. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this and any other Agreement with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these 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 shall 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.

GRANTEE RESPONSIBILITY PROVISIONS

A. The Grantee certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Agreement, that neither the Grantee, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit, along with its Agreement, a written explanation of why such certification cannot be made.

B. The Grantee also certifies, in writing, 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 such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

C. The Grantee's obligations pursuant to these provisions are ongoing from and after the Effective Date of the Agreement through the termination date thereof. Accordingly, the Grantee shall have an obligation to inform 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 knowledge of the Grantee, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.

D. The failure of the Grantee to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

E. The Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of 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. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

F. The Contractor may search the 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.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate 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.

2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not 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.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall 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 the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall 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 such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not 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 any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor 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 their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this Agreement, the Grantee agrees as follows:

- A. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Grantee agrees to comply with the "*General Prohibitions Against Discrimination,*" 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* that are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- B. The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of paragraph 1.

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

- A. The Grantee shall indemnify and hold the Commission and the Commonwealth, harmless against any and all claims, demands, and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Agreement provided the Commission or the Commonwealth gives the Grantee prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Grantee, the Commonwealth will cooperate with all reasonable requests of Grantee made in defense of such suits.
- B. Notwithstanding the above, neither party shall enter into any settlements without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Grantee to control the defense of any related settlement negotiations.

OFFSET PROVISION– (MD 215.9 Amended)

The Grantee agrees that the Commonwealth of Pennsylvania may set off the amount of any state tax liability or other obligation of the Grantee or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

CONTRACT PROVISIONS – RIGHT TO KNOW LAW 8-K-1532

- A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Agreement. For the purpose of these provisions, the term “the Commonwealth” shall refer to the Commission.
- B. If the Commonwealth needs the Grantee’s assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Grantee using the legal contact information provided in this Agreement. The Grantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- C. Upon written notification from the Commonwealth that it requires the Grantee’s assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Grantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Grantee shall:
 - 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Grantee’s possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- D. If the Grantee considers the Requested Information to include a request for 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 must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Grantee explaining why the requested material is exempt from public disclosure under the RTKL.
- E. The Commonwealth will rely upon the written statement from the Grantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- F. If the Grantee fails to provide the Requested Information within the time period required by these provisions, the Grantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee’s failure, including any statutory damages assessed against the Commonwealth.

- G. The Commonwealth will reimburse the Contractor for any costs associated with 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 if the fee schedule is inapplicable.
- H. The Contractor 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 Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive 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.
- I. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

APPLICABLE LAW

This Agreement shall be governed by and 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 Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Grantee agrees that any such court shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.