

APPLICANT UNDERSTANDS AND AGREES THAT ANY SUBGRANT RECEIVED AS A RESULT OF THIS APPLICATION SHALL BE SUBJECT TO THE FOLLOWING SUBGRANT CONDITIONS. IF APPLICANT IS A COMMONWEALTH DEPARTMENT OR AGENCY, CERTAIN OF THESE CONDITIONS MAY BE SUPERSEDED BY STATE LAW, REGULATION OR EXECUTIVE ORDER.

### **STANDARD SUBGRANT CONDITIONS**

1. Subgrant Project – Applicant is requesting that the Pennsylvania Commission on Crime and Delinquency (“PCCD”) provide a specific grant of funds for Applicant to perform a project as described in this application (the “Subgrant Project”).
2. Status of Applicant – Except for an Applicant that is a Commonwealth agency, it is agreed that Applicant, its officers, agents and employees act in an independent capacity with respect to the Subgrant Project and shall not be deemed to be officers, agents or employees of the Commonwealth or PCCD.
3. Subgrant Agreement – An application that is executed by all required Commonwealth officials and to which Applicant signifies its agreement as set forth below shall constitute the agreement governing the Subgrant Project (the “Subgrant Agreement”). It is understood that PCCD may modify the content of the application subsequent to the Applicant’s initial application, but prior to disbursement of funds, to reflect programmatic and/or fiscal concerns. Applicant 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 Subgrant Project; or (2) fails to give notice of objection to PCCD within 10 business days after PCCD delivers to Applicant a final version of the application.
4. Entire Agreement – No modifications, alterations, changes, or waivers to the Subgrant Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment executed in accordance with Commonwealth procedures.
5. Applicant’s Manual – Applicant agrees that the Subgrant Agreement shall incorporate by reference PCCD’s “Applicant’s Manual-Financial and Administrative Guide for Grants” (the “PCCD Applicant’s Manual”). To the extent these Standard Subgrant Conditions are inconsistent with any portion of PCCD Applicant’s Manual, these Standard Subgrant Conditions shall govern.
6. Project Expenditures/Duration of Subgrant Project – PCCD may not disburse Subgrant Project funds to Applicant until all required Commonwealth officials have executed the application. PCCD will not reimburse costs incurred prior to a starting date specified in the Subgrant 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. Applicant's obligations to PCCD under the Subgrant Agreement survive despite termination of the Subgrant Project.

7. Nondiscrimination/Sexual Harassment Clause - During the term of the Subgrant Project, Applicant agrees as follows:
  - (1) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under this agreement or any subcontract, Applicant, subcontractor or any person acting on behalf of Applicant or subcontractor shall not by reason of gender, race, creed, sexual orientation, or color discriminate against any person who is qualified and available to perform the work to which the employment relates.
  - (2) Neither Applicant nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under this agreement on account of gender, race, creed, sexual orientation or color.
  - (3) Applicant and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
  - (4) Applicant shall not discriminate by reason of gender, race, creed, sexual orientation or color against any subcontractor supplier who is qualified to perform the work to which this agreement relates.
  - (5) Applicant and each subcontractor shall furnish all necessary employment documents and records as well as access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If applicant or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
  - (6) Applicant shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

- (7) The Commonwealth may cancel or terminate this agreement, and all money due or to become due under the Subgrant Project may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place Applicant in the Contractor Responsibility File.
8. During the term of this Subgrant Agreement, the Applicant agrees as follows:
  - (1) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act (ADA), 28 C.F.R. § 35.101 et seq., the Applicant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Subgrant Agreement or from activities provided for under this Subgrant Agreement. As a condition of accepting and executing this Subgrant Agreement, the Applicant agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of ADA which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania and PCCD through Subgrant Agreements with Applicants.
  - (2) The Applicant shall be responsible for and agrees to indemnify and hold harmless PCCD and the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth or PCCD as a result of the Applicant’s failure to comply with the provisions of paragraph (1).
9. Utilization of Funds – Subgrant Project funds shall be expended only for goods and services covering activities in the approved application within the Subgrant Project period. Applicant shall obtain prior written 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 Applicant’s match funds) and for a change(s) to purchase additional items or other items that were not included in the approved project budget. For subgrants over \$30,000, such changes which exceed \$1,500 and for subgrants under \$30,000, such changes which exceed \$300.
10. Project Income – Applicant shall account for all project income earned or realized by the Applicant through the use of subgrant funds or as a result of conducting the Subgrant Project. Such project income must be used to reduce total project costs or, with prior approval of PCCD, may be used to extend the project period or expand the project.
11. Subcontracts – Any subcontract, pass-through agreement or similar agreement entered into by Applicant for execution of project activities or provision of services to a Subgrant Project shall provide that Applicant shall retain ultimate responsibility for the Subgrant Project and that the subcontractor shall be bound by these Standard Subgrant Conditions and any other requirements applicable to Applicant in the conduct of the project, including non-discrimination requirements described in Paragraph 7. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed,

Applicant shall ensure that these Standard Subgrant Conditions and, where applicable, special subgrant conditions apply to all recipients of subgrant funds. Upon request by PCCD, Applicant shall provide PCCD with a copy of any document relating to a subcontract or similar agreement.

12. Conflict of Interest and Ethics – Applicant acknowledges that the Subgrant Project is governed by all Commonwealth provisions relating to conflict of interest and ethics, and represents that Applicant, members of its board of directors and its officers, will comply with any applicable provisions, including those in the State Adverse Interest Act, 71 P.S. §§776.1-776.8, and the Public Official and Employee Ethics Act, 65 Pa.C.S. §§1101-1113. Applicant further represents that neither it nor any of its board members or officers has any such interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. Applicant further covenants that, in the performance of the Subgrant Agreement, it shall not knowingly employ any entity having such interest. Applicant further agrees to follow the procurement standards set forth in PCCD’s Applicant’s Manual in engaging any subcontractors in connection with the Subgrant Project.
13. Monitoring and Evaluation – PCCD, in its sole discretion, may undertake a programmatic monitoring of the Subgrant Project. Applicant shall cooperate with any monitoring and provide any documents or information requested by PCCD. Applicant agrees that 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.
14. Confidentiality Privilege – To the extent that any funds under this Subgrant Agreement are used to employ the services of a sexual assault counselor as defined by 42 Pa.C.S. § 5945.1, Applicant 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.  
  
To the extent that any funds under this Subgrant Agreement are used to employ the services of a domestic violence counselor/advocate as defined by 23 Pa.C.S. § 6102, Applicant 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.
15. Reports – Applicant shall submit, at such time and in such form as may be prescribed, truthful and accurate information that PCCD may require.

16. Fiscal Regulations – The fiscal administration of grants shall be 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. Applicant 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 Subgrant 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 subgrant activities are for allowable purposes and that documentation is readily available to verify that the charges are accurate.
17. Purchases – Applicant agrees to obtain all supplies, equipment and services for use in the Subgrant Project at the lowest practicable cost. Applicant shall comply with procurement standards as set forth in PCCD Applicant’s Manual.
18. Intellectual Property –
  - (1) If Applicant produces or purchases patentable items, processes, inventions, or similar matter, patent rights, or copyrightable works relating to the Subgrant Project, Applicant shall promptly and fully inform PCCD of that fact.
  - (2) Unless there is a prior agreement between Applicant 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.
  - (3) Upon completion or termination of the Subgrant Project, Applicant shall, upon request, give PCCD all papers, files, and other documents or material related to intellectual property interests created through the Subgrant Project.
  - (4) In the event of alleged or actual infringement of another’s intellectual property rights by Applicant or a designee/subcontractor engaged in subgrant-related activities:
    - (a) Applicant shall defend and indemnify PCCD and the Commonwealth.
    - (b) The Commonwealth may choose to defend itself or otherwise participate in such litigation, at Applicant’s expense.
    - (c) Applicant shall compensate the Commonwealth for related infringements on right holder's products.

19. Required Coverages – Applicant shall maintain insurance coverage(s) as required by law or as set forth in PCCD Applicant’s Manual.
20. Title to Subgrant-Funded Property –
  - (1) Title to Personal Property – Title to non-expendable personal property acquired in whole or in part with subgrant funds shall vest in the Applicant. Applicant shall have possession and use of such property so long as it is being used for purposes of the Subgrant Project by Applicant.
  - (2) Title to Real Property – Title to real estate acquired in whole or in part with subgrant funds shall vest in Applicant, and the deed shall designate PCCD as first lien holder.
21. Inspection and Audit – PCCD, in its sole discretion, may undertake an inspection and/or audit of the financial records of Applicant relating to the Subgrant Project. Applicant shall provide PCCD with full and complete access to all records relating to the performance of the Subgrant Project and to all persons who were involved in the Subgrant Project. If Applicant expends state funds of \$100,000 or more during its fiscal year, Applicant agrees to obtain an independent financial and compliance audit. All audits must be conducted in accordance with the standards issued by the Comptroller General of the United States, General Accounting Office (GAO) Government Audit Standards—Standards for Audits of Governmental Organizations, Program, Activities and Functions (Yellow Book). In addition, the audit shall comply with generally accepted audit standards established by the American Institute of Certified Public Accountants (AICPA) as well as PCCD audit requirements for program-specific audits.
22. Record Retention - Regardless of any other applicable requirement, Applicant shall retain all records pertinent to the Subgrant 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.
23. Termination –
  - (1) PCCD shall have the right to terminate the Subgrant Agreement for its convenience if PCCD determines termination to be in its best interest. The Applicant shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Applicant be entitled to recover lost profits.
  - (2) The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be 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, the Commonwealth shall have the right to terminate the Subgrant Agreement.

- (3) PCCD shall have the right, upon written notice to Applicant, to terminate the Subgrant Agreement prior to the expiration of the Subgrant Project period, or to suspend payments, on account of Applicant's failure to carry out the project goals, plans or methodology as set forth in the Subgrant Agreement, or for Applicant's failure to comply with any of its obligations under the Subgrant Agreement. If it is later determined that PCCD erred in terminating the Subgrant Agreement for cause, then, at PCCD's discretion, the Subgrant Agreement shall be deemed to have been terminated for convenience under Subparagraph 23(1).
  - (4) Upon termination for any reason, Applicant shall stop expending funds disbursed through the Subgrant Agreement and shall return immediately any such funds remaining unexpended.
24. Notices - All notices that Applicant is required to give as a result of the Subgrant Agreement, other than those related to audit and fiscal reporting, shall be addressed as follows:

PCCD (COMMONWEALTH)

Executive Director  
Pennsylvania Commission on  
Crime and Delinquency  
P.O. Box 1167  
Harrisburg, Pennsylvania 17108-1167

Address  
(cc: Director of the Office of  
Financial Management and Administration)

All notices that PCCD is required to give relating to the Subgrant Agreement and the Subgrant Project shall be addressed to the Project Director identified on the first page of the Subgrant Agreement.

25. Integrity Provisions –

For the purposes of this paragraph, the following terms are defined as follows:

(1) Definitions

- (a) "Confidential information" means information that is not public knowledge or available to the public on request, disclosure of which would give an unfair,

unethical, or illegal advantage to another desiring to contract with the Commonwealth.

- (b) “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 execution of this agreement.
  - (c) “Applicant” means the individual or entity that seeks to enter or has entered into this agreement with PCCD, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest, if applicable.
  - (d) “Financial Interest” means:
    - (i) ownership of more than a 5% interest in any business; or
    - (ii) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - (e) “Gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- (2) Applicant 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 with the Commonwealth.
  - (3) Applicant shall not disclose to others any confidential information gained by virtue of this agreement.
  - (4) Applicant shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
  - (5) Applicant shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
  - (6) Except with the consent of the Commonwealth, neither Applicant nor anyone in privity with Applicant shall accept or agree to accept from, or give or agree to give to any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

- (7) Except with the consent of the Commonwealth, Applicant shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on the Subgrant Project.
- (8) Applicant, upon being informed by any third party that any violation of these provisions has occurred or may occur, shall immediately notify PCCD in writing.
- (9) Applicant, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
- (10) Upon the inquiry or request of the Inspector General of the Commonwealth or any of the Inspector General's agents or representatives, Applicant shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Applicant's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but not be limited to, Applicant's business or financial records, documents or files of any type or form that refer to or concern this agreement. Such information shall be retained by Applicant for a period of three (3) years beyond the termination of the agreement unless otherwise provided by law.
- (11) For violation of any of the above provisions, the Commonwealth and/or PCCD may terminate this and any other agreement with Applicant, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another entity to complete performance hereunder, and debar and suspend Applicant from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth and/or PCCD may have under law, statute, regulation, or otherwise.

## 26. Responsibility Provisions

- (1) Applicant certifies, for itself and all its subcontractors, that as of the date of its execution of this application, that neither Applicant, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Applicant cannot so certify, then it agrees to submit, along with the application, a written explanation of why such certification cannot be made.
- (2) Applicant certifies that, as of the date of its execution of this application, it has no tax liabilities or other Commonwealth obligations.
- (3) Applicant's obligations pursuant to these provisions are ongoing from and after the starting date of the project through the termination date thereof. Accordingly,

Applicant 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 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 15 days of the date of suspension or debarment.

- (4) The failure of Applicant 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 this Subgrant Agreement.
- (5) Applicant agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of Applicant's compliance with the terms of this or any other agreement between Applicant and the Commonwealth, which results in the suspension or debarment of Applicant. Such costs shall include, but not be limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Applicant will not be responsible for investigative costs for investigations that do not result in its suspension or debarment.
- (6) Applicant may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, Pennsylvania 17125  
Telephone: (717) 783-6472  
Fax: (717) 787-9138

27. Offset – Applicant agrees that PCCD may set off the amount of any state tax liability or other obligation of the Applicant or its subsidiaries to the Commonwealth against any payments due Applicant under the Subgrant Agreement or under any other contract with the Commonwealth.
28. Publication – Applicant agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Applicant or by any subcontractor describing any portion of the Subgrant Project shall contain the following statement:

“This project was supported by PCCD Subgrant # \_\_\_\_\_ [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.] Points of view or opinions contained within this document are those of the author(s) and do not necessarily represent any official position, policy or view of PCCD [or the applicable federal agency].”

Applicant also agrees that two copies of any such publication will be submitted to PCCD to be placed on file and distributed as appropriate to other potential grantees or interested parties.

29. Recovery of Restitution and Penalties – If Applicant 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 Bureau 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 Compensation Fund and the Victim Witness Services Fund).
30. Hold Harmless – Applicant shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from injury to any person or damages to property and any other losses, damages, expenses, claims, demands, suits and actions by any party against the Commonwealth in connection with the Subgrant Project.
31. Applicable Law – The Subgrant 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 the Pennsylvania courts. The Applicant 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 Applicant agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
32. Other Laws and Regulations –Applicant shall comply with the current requirements of all applicable federal, state or local laws and regulations.

#### **ADDITIONAL TERMS FOR PROJECTS USING FEDERAL FUNDS**

33. Federal Anti-Discrimination Provisions - Applicant assures and certifies that it will not discriminate, engage in harassment or retaliate on the basis of race, color, religion, national origin (including limited English proficiency), sex or disability. Specifically:
  - (1) Applicant will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Civil Rights Act of 1870; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Subtitle A, Title

II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Regulations implementing Sections 799A and 845 of the Public Health Service Act, 45 C.F.R. Part 83; the Age Discrimination Act of 1975; and 45 C.F.R. Parts 83, 84, 86, and 90, as well as any other applicable federal non-discrimination statutes and regulations.

- (2) For a subgrant of funds from programs administered by the U.S. Department of Justice—
  - (a) Applicant will comply, and all of its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. § 3789(d), or Victims of Crime Act (as appropriate) or Juvenile Justice and Delinquency Prevention Act of 2002 (as appropriate); Department of Justice non-discrimination regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination, 28 C.F.R. Parts 35 and 39 and Department of Justice Faith-Based Regulations, 28 C.F.R. Part 38 (see Ex. Order 13279, equal protection of the laws for faith-based and community organizations).
  - (b) Applicant will not discriminate on the basis of national origin in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Applicants are required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements that may be found at 67 F.R. 41455-41472.
  - (c) In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, Applicant will provide a copy of the finding to PCCD for forwarding to the Office for Civil Rights, Office of Justice Programs.
  - (d) Applicant will provide an Equal Employment Opportunity Program if required to maintain one, where the award is \$500,000 or more.
- (3) For a subgrant of funds from programs administered by the U.S. Department of Education, Applicant will comply, and all its subcontractors will comply, with the nondiscrimination requirements of 34 C.F.R. Parts 100, 104, 106, and 110 and 45 C.F.R. Part 90 (relating to nondiscrimination on the basis of race, color, national origin, sex, handicap or age).

- (4) For a subgrant of funds from programs administered by the U.S. Department of Health and Human Services, Applicant will comply, and all its subcontractors will comply, with the nondiscrimination requirements of 45 C.F.R. Parts 80 and 91.
34. Inspection and Audit – Applicant shall comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. § 7501 et. seq.; Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. If Applicant is a local government or non-profit organization and expends total federal awards of \$500,000 or more during its fiscal year (effective for fiscal years ending after December 31, 2003), received either directly from the federal government or indirectly from a recipient of federal funds, Applicant is required to have an audit made in accordance with the provisions of OMB Circular A-133.

If Applicant is a for-profit organization and expends total federal awards of \$500,000 or more during its fiscal year (effective for fiscal years ending after December 31, 2003), received either directly from the federal government or indirectly from a recipient of federal funds, Applicant is required to have a program-specific audit made in accordance with the provisions of OMB Circular A-133, and in accordance with the laws and regulations governing the programs in which it participates.

If Applicant expends total federal awards of less than \$500,000 during its fiscal year (effective for fiscal years ending after December 31, 2003), it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state matching funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

#### SUBMISSION OF AUDIT INFORMATION TO THE COMMONWEALTH

If the single audit report contains no current year findings and no status of prior audit findings pertaining to federal funds passed through the Commonwealth, Applicant shall submit copies of the certificate of audit and a data collection form to the Commonwealth. The number of copies to be submitted shall equal one for the Bureau of Audits plus one for each Commonwealth agency which provided federal pass-through awards to the entity, as reflected in the entity's schedule of expenditures of federal awards.

If the single audit report discloses audit findings involving federal pass-through awards provided by the Commonwealth, or if the report contains a status of any prior audit findings that pertain to federal pass-through awards provided by the Commonwealth, the audited entity shall submit copies of the audit report package to the Commonwealth. The number of copies may be submitted shall equal one for the Bureau of Audits plus one for each Commonwealth agency whose federal pass-through awards are impacted by a finding or are reflected in the status of prior audit findings. The audit report package shall include:

- Financial statements and schedule of expenditures of federal awards;
- Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings and questioned costs;
- Summary schedule of prior audit findings;
- Corrective action plan; and
- Management letter comments.

The audit report package or the certificate of audit and data collection form should be submitted to:

Office of the Budget/Bureau of Audits  
Division of Subrecipient Audit Review  
Bell Tower – 6<sup>th</sup> Floor  
303 Walnut Street  
Harrisburg, Pennsylvania 17101  
Phone: (717) 783-9120  
Fax: (717) 783-0361

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB Circular A-133.

#### GENERAL AUDIT PROVISIONS

Applicant is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work will rely on work already performed by Applicant's auditor, and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to Applicant.

Audit working papers and audit reports shall be retained by Applicant's auditor for a minimum of three years from the date of issuance of the audit report. Audit working papers shall be made available upon request to authorized representatives of the Commonwealth, the cognizant or oversight agency, the federal funding agency, or the General Accounting Office.

Please note, audits not required by the Single Audit Act, as amended, 31 U.S.C. § 7501 et. seq.; Office of Management and Budget Circular A-133, Audits of States, Local Government and Non-Profit Organizations, as amended are not chargeable to federal programs/subgrants.

35. Interest Earned

- (1) Applicant agrees to minimize the time elapsing between the transfer and disbursement of funds.
- (2) If Applicant is a local unit of government or nonprofit organization, it shall account for interest earned on federal funds, and shall remit to the U.S. Department of Health and Human Services, Division of Payment Management Services, P.O. Box 6021, Rockville, MD 20852, any interest earned as follows PER FEDERAL FISCAL YEAR on funds held by that entity for all federal grant programs:
  - (a) \$100 or more for a local unit of government.
  - (b) \$250 or more for a nonprofit organization.
- (3) If Applicant is a recipient of Local Law Enforcement Block Grant (LLEBG) and/or Juvenile Accountability Incentive Block Grant (JAIBG) funds, it shall account for and report as project income any interest earned on those funds.

36. Procurement – For procurements of goods and services having an aggregate value of \$500,000 or more, Applicant agrees to adhere to the requirements listed below before utilizing any Subgrant Project funds to finance the acquisition of goods or services:

- (1) Will specify in any announcement for the awarding of contract(s) for the procurement of goods and services the amount of federal funds that will be used to finance the acquisition; and
- (2) Will express the amount announced pursuant to the above paragraph as a percentage of the total cost of the planned acquisition.

37. Consultants – A contractual arrangement for consulting services shall be in writing and consistent with the Applicant's usual practices and policies for obtaining such services. Compensation for individual consultant services should be awarded based upon the reasonableness and consistency of the charges with those for similar services in the market place. In addition, the maximum rate for consultants shall be \$450 (excluding travel and subsistence costs) for an eight-hour day. An eight-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance. A request for compensation for over \$450 per day requires prior approval by PCCD based upon additional justification.

38. Information Systems – With regard to programs related to criminal justice information systems, Applicant agrees to make adequate provisions for system security, the protection of individual privacy and the integrity and accuracy of data collection. Applicant further agrees that:
- (1) It shall make all computer software produced under this subgrant 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.
  - (2) 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.
  - (3) It shall avail itself, to the maximum extent practicable, of computer software already produced and available without charge.
39. Conflict of Interest – Applicant 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 Subgrant Project. Such conduct shall include using the Subgrant 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 Applicant to implement the project shall provide notice to prospective vendors that the federal Organizational Conflict of Interest Guidelines is applicable and that contractors that develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such contract.
40. Other Federal Laws and Regulations – In conducting activities under this subgrant, Applicant certifies and assures that it will comply with any federal statutes, regulations, guidelines and documents, if applicable, including but not limited to the following:
- (1) Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, A-133, the Common Rule as approved on March 11, 1988, 28 C.F.R. Part 66, Ex. Order 12372 (intergovernmental review of federal programs) and any applicable regulations such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63.
  - (2) Hatch Political Activity Act, 5 U.S.C. §§ 1501-1508.

- (3) 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.
- (4) 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.
- (5) Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 as supplemented in U.S. Department of Labor regulations, 29 C.F.R. Part 3.
- (6) 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.
- (7) 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.
- (8) 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. §§ 6321-6327.
- (9) Minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Chapter 8.
- (10) Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 U.S.C. Chapter 61 (for subgrants to programs that will result in the displacement of persons).
- (11) Regulations concerning the confidentiality of identifiable research and statistical information set forth in 28 C.F.R. Part 22 (for subgrants of funds originating from the U.S. Department of Justice).
- (12) Criminal Intelligence Systems Operating Policies set forth in 28 C.F.R. Part 23 (for subgrants funded under the Omnibus Crime Control and Safe Streets Act of 1968/Drug Control and System Improvement).
- (13) Office of Justice Programs (OJP) Financial Guide pertaining to financial and administrative requirements (for subgrants of funds originating from the U.S. Department of Justice).
- (14) U.S. Department of Health and Human Services regulations pertaining to grant administration (for subgrants of funds originating from the U.S. Department of Health and Human Services).

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

41. National Environmental Policy Act Compliance—

- (1) Applicant 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 subgrant funds, Applicant agrees to first determine if any of the following activities will be related to the use of the subgrant funds. Applicant understands that this special condition applies to its following new activities whether or not they are being specifically funded with the subgrant funds. That is, as long as the following activity is being conducted by Applicant or any third party and the activity needs to be undertaken in order to use the subgrant funds, this condition must first be met. The activities covered by this condition are one or more of the following:
  - (a) New construction;
  - (b) 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;
  - (c) 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
  - (d) 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.
- (2) Application of this condition to Applicant's existing programs or activities: for any of Applicant's existing programs or activities that will be funded by the Subgrant Project funds, the Applicant, upon specific request of the U.S. Department of Justice's Bureau of Justice Assistance (BJA), agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.
- (3) Applicant will comply with all requirements established to avoid or mitigate adverse environmental effects upon its properties.

42. Mitigation of Health, Safety and Environmental Risks -

- (1) General Requirement: Applicant agrees to 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.

- (2) Specific Requirements: Applicant 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:
    - (a) the law enforcement and other governmental personnel involved;
    - (b) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory;
    - (c) the seized laboratory site's immediate and surrounding environment; and
    - (d) 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.
  
43. Historic Places - Applicant 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:
  - (1) 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
  - (2) Complying with all requirements established to avoid or mitigate the adverse effects upon such properties.
  
44. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - (1) Applicant 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.
  - (2) 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.

- (3) 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.
  - (4) 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.
  - (5) If Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.
45. Certification Regarding Lobbying - Applicant, if requesting or receiving federal funds exceeding \$100,000, certifies that:
- (1) 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.
  - (2) 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.
  - (3) 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.

46. Certification Regarding Drug-Free Workplace (**for Applicant that is a state agency**) – Applicant certifies that it will or will continue to provide a drug-free workplace by:
- (1) 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.

- (2) Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) the dangers of drug abuse in the workplace;
  - (b) the Applicant's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph (1).
- (4) Notifying the employee in the statement required by subparagraph (1) that, as a condition of employment under the grant, the employee will--
  - (a) Abide by the terms of the statement; and
  - (b) 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.
- (5) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) 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.
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted—
  - (a) 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
  - (b) 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.

- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (1) through (6).
47. Certification of Non-Supplantation – By submitting an application to PCCD and accepting funds disbursed pursuant to the Subgrant Agreement, the Applicant certifies that the requested federal funds:
- (1) Will not be used to supplant or replace state or local funds already allocated.
  - (2) Will be used to fund new projects, or expand or enhance existing projects.