CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9740 **DATE** 2-15-24

TITLE

2023 STATE FIRE GRANT

WHEREAS, the Williamsport Bureau of Fire has been awarded a grant in the amount of $16,951.99 for the purchase of new flooring and interior painting;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes the Bureau of Fire to expend the funds granted under the 2023 State Fire Grant program as per the guidelines outlined in the "Agreement Form" for the referenced project attached hereto.

HEREBY, the appropriate City Officials are hereby authorized to execute any documents necessary to accept the grant.

Approved

Joyce M. Frank
City Clerk

E. M. Hall
President

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF THE STATE FIRE COMMISSIONER
FIRE COMPANY AND EMERGENCY MEDICAL SERVICE GRANT AGREEMENT
ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT ENROLLMENT FORM

(For Direct Deposit of Payments to your Financial Institution)

GRANTEE INFORMATION

Federal Taxpayer Identification Number: 246000719 **SAP Vendor Number:** 141723-001

Name: Williamsport Bureau of Fire

Mailing Address: 440 Walnut St

City: Williamsport **County:** LYCOMING **State:** PA **Zip Code:** 17701-4854

GRANTEE INFORMATION/SIGNATURE BLOCK

Grantee Agreement Number: 2023-141723-Fire **Grantee Award Amount:** $16,951.99

Grantee Contact Name: Sam R Aungst **Phone No.** (570) 329-3821

Name of Grantee's Authorized Agent 1 **(please print)** **Authorized Agent's Title**

X

Signature of Grantee's Authorized Agent **Date** **Phone Number**

Your signature hereby commits the above referenced fire company or emergency medical service to the terms and conditions of Fire Company, Emergency Medical Service Grant Agreement Number 2023-141723-Fire , which you further hereby acknowledge has been provided to your organization. Signature further authorizes direct deposit of grant funds to grantee's Financial Institution.

1 The Grantee's agent must be an elected officer of the organization authorized to execute this agreement on behalf of the organization, such as President, Secretary, Treasurer, Chief, Chairman of the Board, or Executive Director.

TO BE COMPLETED BY FINANCIAL INSTITUTION

To avoid processing delays, provide the banking information registerd with Payable Services that is associated with your SAP Vendor Number listed above.

ACCOUNT INFORMATION **Account Type: (check one)** ☐ **CHECKING** ☐ **SAVINGS**

Account Name:

Bank Routing Number: **Account Number:**

Bank Name:

Bank Street Address: **Or PO Box:**

City: **State:** **Zip Code:**

Financial Institution Certification

I confirm the identity of the above-named grantee and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit payments to the above-named grantee.

Name of Institution's Representative (Type / Print) **Representative's Title** **Telephone Number**

Representative's Signature **Date**

For Use By Approving Commonwealth Agencies Only
Signatures commit Commonwealth funding to the above referenced fire company or emergency medical service relative to the Fire Company, Emergency Medical Service Grant Number referenced above.

State Fire Commissioner — Date

Approved as to Form and Legality:
Office of General Counsel
By: 30-FA-8.0

Approved as to Form and Legality:
Office of Attorney General
By: 30-FA-8.0

I hereby certify that funds in the amount of $16,951.99 are available under coding: 6022700000-3110050000-6600400

Comptroller — Date

APPENDIX A

A. Construction and renovation of facilities and purchase or repair of fixtures and furnishings, office equipment, and support services necessary to maintain or improve the capability of the company to provide fire, ambulance, or rescue services OR debt reduction associated with project type A.
Grant Funds Expended: $13,581.00

Itemized List of Items to be Purchased:

Qty	Description	Unit Cost	Ext. Cost
1	Install New Flooring & Cove Base	12,631.00	12,631.00
1	Floor Wax Stripping	950.00	950.00
		Project Cost:	$13,581.00

APPENDIX A (Continued)

A. Construction and renovation of facilities and purchase or repair of fixtures and furnishings, office equipment, and support services necessary to maintain or improve the capability of the company to provide fire, ambulance, or rescue services OR debt reduction associated with project type A.
Grant Funds Expended: $6,419.00

Itemized List of Items to be Purchased:

Qty	Description	Unit Cost	Ext. Cost
4	9" Pro/Doo-Z FTP	14.00	56.00
5	2.5" Proform Oil/Latex Sash Brush	11.00	55.00
3	72" Metal Tip Wood Handle	9.00	27.00
4	2" x 60yd Blue Masking Tape	13.00	52.00
22	5GAL Ben Moore Ultra Spec Scuff-X Satin Paint	284.00	6,248.00

5	11" Deluxe Metal Tray	5.00	25.00
10	Allpro White Tray Liner	2.00	20.00
5	9" Sherlock Pro Frame	10.00	50.00
5	2" Proform Oil/Latex Sash Brush	8.00	40.00
		Project Cost:	$6,573.00
		Total Cost:	$20,154.00

After completing this form, save as a pdf and attach to an email and send the email to ra-vfcvasgp@pa.gov

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF THE STATE FIRE COMMISSIONER
FIRE COMPANY AND EMERGENCY MEDICAL SERVICE
GRANT AGREEMENT

GRANTEE INFORMATION		GRANT NUMBER 2023-141723-Fire
Williamsport Bureau of Fire 440 Walnut St Williamsport, PA 17701-4854		Site location address (if different than mailing address):
Has this company ever merged or consolidated with another company? No		
Merger/consolidated companies: Previous Name		Effective Date
FEIN: 246000719 SAP Number: 141723-001	Local Goverment Unit: Williamsport	County: LYCOMING
Name and Title of Grant Preparer: Sam Aungst, Fire Chief	Preparer's Phone Number: Day: (570) 329-3821	Evening: (570) 447-3057

This document shall constitute the Fire Company Emergency Medical Service Grant Agreement between the Office of the State Fire Commissioner, hereinafter referred to as OSFC, and the above-named Grantee. This document, and all of the terms and conditions contained herein, shall apply to the grant of all state funds provided to the applicant under the provisions of Act 91 of 2020, as amended, known as the Fire Company and Emergency Medical Service Grant Act. OSFC agrees to award the amount of $16,951.99 to the Grantee for the project(s) listed in Appendix A and Grantee certifies as follows.

The Grantee Certifies That:

1. The Grantee's agent has the legal authority to execute this Grant Agreement on behalf of the Grantee.
2. The Grantee's elected officials and governing body have been informed of the terms and conditions of this Agreement, which apply to the receipt of grant monies provided under the provisions of Act 91 of 2020, as amended.
3. The Grantee is either a "Fire Company" or a "Emergency Medical Service" as defined by Section 102 of Act 91 of 2020, as amended. If requested by OSFC, the Grantee agrees to submit a copy of its Articles of Incorporation, By-laws, Merger or Consolidation Agreement, or some other legal document to OSFC in order to verify that it is either a "Fire Company" or a "Emergency Medical Service."
4. The Grantee certifies that if it is a fire company, it has responded to ten or more fire emergencies during the previous calendar year.
5. The Grantee agrees that if it is a fire company, it will actively participate in the Pennsylvania Fire Information Reporting System.
6. The Grantee agrees that any grant monies provided by OSFC under the terms and conditions of this Agreement shall be used by the Grantee to improve and enhance the capabilities of the Grantee to provide either firefighting, ambulance and/or rescue services to the citizens of Pennsylvania.
7. The Grantee certifies that the grant funds will be expended according to the Project Budget which is attached as Appendix A and incorporated herein.
8. The Grantee agrees to comply with OSFC's Statement of Policy which is incorporated herein by reference as Appendix B for the administration of this grant program.
9. The Grantee shall submit a final performance report to OSFC by 9/1/2024, via your grant application. Copies of financial documentation verifying expenditures listed in Appendix A shall be provided with the final performance report, via email, mail or fax, if selected for audit.
10. The Grantee agrees that noncompliance with the conditions of this grant shall be grounds for the recapture of funds provided to the Grantee. If the Grantee fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the Grantee by any Commonwealth agency or department, including OSFC.
11. OSFC, or its duly authorized representative, shall have access to the records of the Grantee for the purpose of auditing financial transactions, determination of compliance with grant terms, and an evaluation of project performance. The Grantee shall maintain a separate and segregated project account for all funds received under this grant.
12. The Grantee agrees to retain all cost supporting records and documentation for a period of three years from the date that it receives its final grant payment from OSFC.
13. The Grantee agrees to comply with the Standard Contract Terms and Conditions for Services which are incorporated herein by reference as Attachment C.

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1 The Grantee's agent must be an elected officer of the organization authorized to execute this agreement on behalf of the organization, such as President, Secretary, Treasurer, Chief, Chairman of the Board, or Executive Director.

APPENDIX A

A. Construction and renovation of facilities and purchase or repair of fixtures and furnishings, office equipment, and support services necessary to maintain or improve the capability of the company to provide fire, ambulance, or rescue services OR debt reduction associated with project type A.
Grant Funds Expended: $13,581.00

Itemized List of Items to be Purchased:

Qty	Description	Unit Cost	Ext. Cost
1	Install New Flooring & Cove Base	12,631.00	12,631.00
1	Floor Wax Stripping	950.00	950.00
		Project Cost:	$13,581.00

APPENDIX A (Continued)

A. Construction and renovation of facilities and purchase or repair of fixtures and furnishings, office equipment, and support services necessary to maintain or improve the capability of the company to provide fire, ambulance, or rescue services OR debt reduction associated with project type A.
Grant Funds Expended: $6,419.00

Itemized List of Items to be Purchased:

Qty	Description	Unit Cost	Ext. Cost
4	9" Pro/Doo-Z FTP	14.00	56.00
5	2.5" Proform Oil/Latex Sash Brush	11.00	55.00
3	72" Metal Tip Wood Handle	9.00	27.00
4	2" x 60yd Blue Masking Tape	13.00	52.00
22	5GAL Ben Moore Ultra Spec Scuff-X Satin Paint	284.00	6,248.00
5	11" Deluxe Metal Tray	5.00	25.00
10	Allpro White Tray Liner	2.00	20.00
5	9" Sherlock Pro Frame	10.00	50.00
5	2" Proform Oil/Latex Sash Brush	8.00	40.00
		Project Cost:	$6,573.00
		Total Cost:	$20,154.00

Appendix B

PROGRAM GUIDANCE
FIRE COMPANY AND EMERGENCY MEDICAL SERVICE GRANT PROGRAM
STATE FISCAL YEAR 2023-2024

THE 2023-24 GRANT APPLICATION PERIOD WILL BE SEPTEMBER 6, 2023 - OCTOBER 20, 2023

Section 1. Introduction

(a) The Fire Company and Emergency Medical Service Grant Program (Program) provides grants to improve and enhance firefighting, ambulance and rescue services capabilities of fire companies and emergency medical services throughout the Commonwealth of Pennsylvania (Commonwealth). Program funds may be used for projects that are eligible in accordance with Chapter 78 (relating to Grants to Fire Companies and Emergency Medical Services Companies) of Title 35 of the Pennsylvania Consolidated Statutes, 35 Pa.C.S. §7801 et seq., as amended by Act 91 of 2020. Eligible projects are defined at 35 PA.C.S. § 7813 (relating to Award of Grants).

(b) Assistance from the Program is in the form of grants from the Commonwealth to eligible fire companies and emergency medical services for projects which, in the judgment of the State Fire Commissioner meet the Criteria of Chapter 78 of Title 35, as amended, and are in accordance with this Program Guidance, guidelines in this chapter and meet all Fire Company and Emergency Medical Service Grant Application criteria as stated in the application.

(c) Grants will be not less than $2,500 and not more than $20,000 per applicant fire company and no more than $15,000 per applicant emergency medical service.

(d) Applicants should be aware that the Program expects to receive many applications for the limited funds appropriated from the State Gaming Fund. As such, it is possible that not every application can be fully funded, in which case grants will be awarded on a prorated basis to projects that are determined to be eligible.

(e) The program expenditures will be charged to funds appropriated to the Fire Company and Emergency Medical Service Grant Program by section 1720-C(c) of The Fiscal Code.

Section 2. Definitions.

The following words and terms, when used in this chapter, have the following meanings unless the context clearly indicates otherwise:

Advanced Life Support--The advanced pre-hospital and inter-hospital emergency medical care of serious illness or injury by appropriately trained health professionals and by certified EMT-paramedics.

Application--The Fire Company and Emergency Medical Service Grant Program Application.

Basic Life Support Services--Prehospital or inter-hospital emergency medical care and management of illness or injury performed by specially trained and certified or licensed personnel.

Career emergency medical services--A for-profit chartered emergency medical service corporation, association or organization which meets all of the following: 1. Is located in this Commonwealth; 2.Is licensed by the Department of Health; 3. Is not associated or affiliated with a hospital unless recognized in accordance with 7823 (b.1) (relating to grant awards); 4. Is regularly engaged in the provision of emergency medical services, including basic life support or advanced life support services and advanced

life support squads as defined in 28 Pa Code § 1027.1 (relating to general provisions). This does not include a corporation, association or organization that is primarily engaged in the operation of invalid coaches which are intended for routine transport of individuals who are convalescent or non-ambulatory and who do not ordinarily require emergency medical treatment while in transit.

Certification--Any class of instruction or test that will provide certification at any level that is currently offered in the Commonwealth through the Voluntary Fire Fighter Certification program administered by the Pennsylvania State Fire Academy. **A certified member can only be used in one grant application regardless of the number of certifications the individual holds.**

Certified Personnel--Any member of the fire or rescue company who is certified at a minimum level of Fire Fighter 1 on or before July 1, 2023, by the National Professional Qualifications Board or by the International Fire Service Accreditation Congress and verified by the Pennsylvania State Fire Academy.

Chapter 78--Chapter 78 (relating to Grants to Fire Companies and Volunteer Services) of Title 35 of the Pennsylvania Consolidated Statutes, 35 Pa.C.S. §7801 et seq., as amended by Act 91 of 2020.

Commissioner--The State Fire Commissioner.

Emergency Medical Services Company/EMS--A career or volunteer medical services company.

Equipment--Any apparatus, equipment or tools ordinarily used by a fire, rescue or ambulance service in the performance of their duties.

Facility--A structure or portion thereof intended for storage or protection of firefighting apparatus, ambulances and rescue vehicles and related equipment and gear. **The term does not include meeting halls, social halls, social rooms, lounges or any other facility not directly related to firefighting or the furnishing of ambulance or rescue services.**

Final Report--The report to be filed as provided in Section 6 of these Guidelines by the Fire Company or Emergency Medical services detailing the expenditure of the funds granted. All final reports shall be submitted electronically through the grant application.

Fire Company--A volunteer fire company, a municipal fire company or a combined volunteer and municipal fire company located in this Commonwealth. The term includes an airport fire company

Invalid Coach--A vehicle which is primarily maintained, operated and intended to be used for routine transport of persons who are convalescent or otherwise non-ambulatory and do not ordinarily require emergency medical treatment while in transit. Such vehicles shall not be considered ambulance or emergency medical service vehicles.

Merger--The following documents constitute an official merger and will be used to determine grant eligibility as a merged entity: Signed merger resolutions from each company; Incorporation paperwork from the Pennsylvania Department of State; By-Laws reflecting the merger; IRS Letter showing the new EIN # if applicable; County Orphans Court approval. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Airport Fire Company--Is associated with an airport; Has a mutual aid agreement with a neighboring municipality; Has responded to at least 15 fire or rescue emergency calls annually to neighboring fire companies as provided in documentation requested by the State Fire Commissioner. The following documents constitute a new airport fire company and will be used to determine grant eligibility: Copy of IRS letter showing the company name and EIN #; Completed W-9 form; 15 incident reports from the previous calendar year showing your response to emergency calls as part of the response to fires or vehicle accidents. A completed information sheet; A letter from the municipality secretary verifying the company has a mutual aid agreement to provide fire or rescue services; **All required paperwork must be**

received in the OSFC by August 1st to be considered for the upcoming grant cycle.

New Career EMS Company--The following documents constitute a new career\volunteer ems company and will be used to determine grant eligibility: A completed information sheet; A letter from the municipality secretary verifying the company shares the same EIN# and is recognized by the municipality as the primary new career\volunteer EMS provider. A completed W-9 form; Copy of the IRS letter showing the EIN#; 15 patient care reports showing the company responded to at least 15 calls in the previous calendar year as the primary new career\volunteer EMS provider. (personal information may be blacked out). **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Career/Combination Fire Company--The following documents constitute a new career\municipal fire company and will be used to determine grant eligibility: A completed information sheet; A letter from the municipality secretary verifying the company shares the same EIN#; A copy of the ordinance which established your organization as a municipal or combination department; 15 incident reports from the previous calendar year showing calls in response to fire protection or rescue services.(personal information can be blacked out). **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Hospital Based EMS Company--The following documents constitute a hospital based ems company and will be used to determine grant eligibility: A letter from the municipality verifying the company is on the county 911 center call box as the primary EMS provider; A letter from the hospital verifying the EMS company shares the same EIN# with the hospital, is licensed to run EMS calls; Copy of the IRS letter showing the EIN#; Completed W-9 form; 15 patient care reports showing the company responded to at least 15 calls in the previous calendar year as the primary EMS provider. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Volunteer EMS Company--The following documents constitute a new volunteer EMS company and will be used to determine grant eligibility: Copy of articles of incorporation; Copy of your Bylaws; Copy of your IRS letter showing your company name and EIN #; A completed W-9 form; 15 patient care reports verifying the company responded to at least 15 emergency medical service calls in the previous calendar year as the primary EMS provider (personal information may be blacked out). A letter from the municipality verifying the company is on the county 911 center call box as the primary EMS provider; **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Volunteer Fire Company--The following documents constitute a new volunteer fire company and will be used to determine grant eligibility: Copy of the articles of incorporation; Copy of the bylaws; Copy of the IRS letter showing the EIN #; Completed W-9 form; 15 incident reports from the previous calendar year showing calls in response to fire protection or rescue services; A letter from the township/borough/municipality Secretary verifying your company is the designated fire or rescue services provider. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Volunteer Rescue Company--The following documents constitute a new volunteer rescue company and will be used to determine grant eligibility: Copy of the articles of incorporation; Copy of the bylaws; Copy of the IRS letter showing the EIN #; Completed W-9 form; A letter from the township/borough/municipality Secretary verifying your company is the designated fire or rescue services provider; 15 incident reports from the previous calendar year showing your response to rescue calls as part of the response to fires or vehicle accidents. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

OSFC--Office of the State Fire Commissioner.

Quick Response Service (QRS)--These companies are not eligible for the OSFC grant program based on the services provided.

Program--The Fire Company and Emergency Medical Service Grant Program.

Regional or Joint Project--A cooperative agreement wherein any combination of three (3) or more separately chartered fire or rescue companies agree to use all or any portion of their respective grant request to jointly complete any project that qualifies under the Act. To be eligible for a joint project, each company's share shall not be less than $5,000 per organization. **Joint projects cannot be submitted by organizations who share the same physical space. Joint projects CANNOT BE AMENDED.**

Volunteer EMS Company--Any nonprofit chartered corporation, association or organization located in the Commonwealth, which is licensed by the Pennsylvania Department of Health and is not associated or affiliated with any hospital unless recognized in accordance with section 7823 (b.1) (relating to award of grants) and which is regularly engaged in the provision of emergency medical services, including basic life support or advanced life support services and advanced life support squads as defined in 28 Pa. Code § 1027.1 (relating to general provisions). The term shall not include any corporation, association or organization that is primarily engaged in the operation of invalid coaches which are intended for the routine transport of persons who are convalescent or otherwise non-ambulatory and do not ordinarily require emergency medical treatment while in transit.

Volunteer Fire Company--A nonprofit chartered corporation, association or organization located in this Commonwealth which provides fire protection or rescue services and which may offer other voluntary emergency services within this Commonwealth. Volunteer emergency services provided by a volunteer fire company may include volunteer ambulance and volunteer rescue services.

Volunteer Rescue Company--A nonprofit chartered corporation, association or organization located in this Commonwealth that provides rescue services as part of the response to fires or vehicle accidents within this Commonwealth.

Section 3. Eligibility.

(a) Fire Company Grant

(1) Eligible applicants. A fire company as defined in Section 2. To receive grant funds a fire company shall have actively responded to 15 or more fire or rescue emergencies during the previous calendar year and is officially recognized by the appropriate municipality. The fire company shall also agree to participate in the reporting of information (incidents) using the Pennsylvania Fire Information Reporting System (PennFIRS). **To be eligible to apply for the 2023-24 grant, companies must be current with reporting their incidents through July 31, 2023. To be awarded a grant, a company must continue to actively report your incidents monthly throughout the grant year**.

(2) Eligible projects. Program funds may be used for projects that are consistent with Chapter 78 and the Program. Eligible projects must improve and enhance the capabilities of the fire company to provide firefighting, ambulance or rescue services. Eligible projects are:

(i) Construction and/or renovation of the fire company's facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the company to provide fire, ambulance and rescue services. This includes repair, renovation or construction of sleeping quarters (bunk rooms) and training rooms. **Any work done must be performed by a licensed contractor registered with the Pennsylvania Attorney General's Office. Members of fire/ems companies cannot be paid for labor, they can only purchase materials.**

(ii) Purchase of firefighting, ambulance or rescue equipment or repair thereof;

(a) Includes the purchase of fuel for company vehicles

(iii) Debt reduction associated with already completed projects eligible under subsection (i) and (ii)

(iv) Training and certification of members;

(v) Training and education materials regarding fire prevention for the general public

(vi) **Career Fire Departments Only** - overtime costs associated with backfilling positions while firefighters are attending training;

(vii) Recruitment and retention, including but not limited to, volunteer firefighter length of service award programs and programs for minors;

(viii) **Construction Savings Account** – A fire company may apply for a grant under subsection (a) for the purpose of constructing a new facility beginning with the grant period commencing for the 2023-2024 fiscal year. **This project CANNOT BE AMENDED.** The grant shall be deposited into the Construction Savings Account, which is established within the State Treasury. Money in the Construction Savings Account may be withdrawn by application of the fire company. The Construction Savings Account shall be administered by the Commissioner. The following shall apply:

(1) A fire company may only access money in the Construction Savings Account for emergency purposes and at the discretion of the Commissioner.

(2) For a fire company to withdraw money from the Construction Savings Account:
(i)The application shall contain the signatures of two duly elected officers of the fire company.
(ii)The fire company shall indicate on the application how the money is going to be used under subsection a).

(3) Any interest accrued on the Construction Savings Account may be used by the Commissioner for administrative purposes.

Eligible projects initiated on or after July 1, 2023 and completed prior to disbursement of grant program funds may be considered as eligible projects for the current grant year.

(3) When two or more fire companies have merged, their use of equipment, firefighters and services within twenty years preceding the date of the current year application submission deadline, the consolidated entity may be deemed eligible to receive a grant not to exceed the amount of the combined total for which the individual companies would have been eligible had they not consolidated. **Proof of merger must be provided to the OSFC by August 1 of the grant year to allow for review of materials prior to the application closure.**

(4) To be eligible, a project cost must be no less than $2,500.

Fire companies shall submit a completed application and **shall submit a copy of their application to the municipality where the fire company is located**.

(b) Emergency Medical Service Grant

(1) Eligible applicants. An Emergency Medical Service as defined in Section 2 and must be designated by the municipality as the municipality's primary EMS provider. EMS companies are not required to report through PennFIRS.

(2) Eligible projects. Program funds may be used for projects that are consistent with Chapter 78. Eligible projects must improve and enhance the capability of the ambulance service to provide ambulance, emergency medical, basic life support or advanced life support services. Eligible projects are:

(i) Construction and/or renovation of the volunteer ambulance service's facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the company to provide ambulance, emergency medical, basic life support and advanced life support services. This includes repair, renovation or construction of sleeping quarters (bunk room). **Any work done must be performed by a licensed contractor registered with the Pennsylvania Attorney General's Office. Members of fire/ems companies cannot be paid for labor, they can only purchase materials**

(ii) Purchase of ambulance or rescue equipment or repair thereof;

b. Includes the purchase of fuel for company vehicles.

(iii) Debt reduction associated with already completed projects eligible under subsection (i) and (ii); or

(iv) Training and certification of members.

(v) Education of the general public regarding community risk reduction.

(vi) Recruitment and retention programs, including, but not limited to, programs for minors.

Eligible projects initiated after July 1, 2023, and completed prior to disbursement of grant program funds may be considered as eligible projects for the current grant year.

(3) When two or more ambulance companies have merged, their use of equipment, emergency medical technicians, paramedics and services within ten years preceding the date of the current year application submission deadline, the merged entity may be deemed eligible to receive a grant not to exceed the amount of the combined total for which the individual companies would have been eligible had they not merged. **Proof of merger must be provided to the OSFC by August 1 of the grant year to allow for review of materials prior to the application closure. Mergers with defunct companies are not acceptable under the Program.**

Section 4. Program Requirements and Instructions.

The following requirements apply to the program:

(1) Project applications for the grants shall be submitted using the online web based application process .

(2) The OSFC reserves the right to:

(i) Request additional information regarding eligibility;
(ii) Request additional information regarding proposed use of funds;
(iii) Require explanation or revision of the applicant's project budget; and
(iv) Require clarification of the applicant's project narrative.

(3) Incomplete applications will be rejected. An applicant shall carefully follow the instructions for completing the online form. Specific information is required as indicated on the online application. Applications not containing required information will be considered incomplete.

(4) The Project Narrative shall provide a detailed and comprehensive description of the project and must include:

(i) Description of the project(s);
(ii) Benefits to be realized from the project; and
(iii) Grant funds to be expended on the project.

Section 5. Application Submission and Approval Procedure.

(a) The OSFC will mail and post information on the OSFC's website (www.osfc.pa.gov) detailing the grant application process to fire companies and volunteer ambulance services throughout the Commonwealth. Applications shall be submitted to the Office of the State Fire Commissioner online at www.osfc.pa.gov.

(1) The OSFC will provide an online Web based process to gather the additional applicant information and verify project eligibility. The agency will provide written information to every fire company and ambulance service regarding the grant program guidelines and the availability of the online applicant information/project eligibility verification process.

(b) A fire company or an emergency medical service seeking a grant under this program shall submit a completed online grant application to the OSFC. The application period will remain open for 45 days each year.

(c) Completed applications shall be submitted to the Office of the State Fire Commissioner no later than 4:00 PM Eastern Daylight Savings Time, 45 days after the grant period opens.

(d) The agency shall act to approve or disapprove applications within 60 days of the application submission deadline each year. Applications received by the Agency, which have not been approved or disapproved in the 60 day period, shall be deemed approved, subject to the provisions of Act 91 of 2020, as amended.

(e) Grant award determinations

(1) Fire Company Grants

(i) A fire company as defined in Section 2 that actively responded to fifteen or more fire or rescue emergencies during the previous calendar year; is officially recognized by the appropriate municipality;

agrees to actively participate in the Pennsylvania Fire Information Reporting System; submits a complete application, and proposes a qualifying project, will be eligible for a base award.

(ii) If the base award is only a portion of the applicant's grant request, additional grant funds will be awarded to eligible applicants by applying an award factor to that portion of the applicant's grant request which exceeds the base award. The award factor is determined by dividing the applicant's bonus points by fifteen (15), the highest possible number of points.

Award factor points:

Five (5) points will be awarded to an eligible fire or rescue service who uses the grant funding to perform a regional/joint project as found in the definitions.

One (1) point will be awarded for each member of the fire company who meets the definition of certified personnel, up to a maximum of 20 points.

(iii) If necessary, the resultant additional award will be prorated by a factor determined by dividing the total program funds remaining after the base awards have been determined by the total amount of funds requested more than the base awards so that all grant awards do not exceed the total grant funds available.

(iv) If funding is not fully distributed after this award factor calculation, the OSFC reserves the right

to adjust the award factor formula so that all grant funds available are distributed, subject to the provisions of Act 78.

(v) Fire/Rescue company grants to individual fire/rescue companies shall not exceed $20,000 and shall be no less than $2,500.

(2) Emergency Medical Service Grant

An emergency medical service as defined in Section 2 that actively responded to fifteen or medical service emergencies during the previous calendar year; is designated by the municipality as the municipality's primary EMS provider; submits a complete application, and proposes a qualifying project, will be eligible for a grant.

An eligible emergency medical service will be eligible for a grant ranging in amount from $2,500 to $15,000. Awards shall be prorated by a factor determined by dividing the total funds available by the total amount of funds requested so that all grant awards do not exceed the total grant funds available.

Section 6. Grant Award and Reporting Procedures.

(a) Grant award notifications will be made as follows:

(1) Applicants will be notified by e-mail

(b) At the time grant recipients are notified of their award, and in the same manner, they will be notified their grant agreement is accessible via their grant application. This grant agreement will contain the details of the grant, including name of recipient, amount of award, project description and terms of the agreement. In the case of fire company grant recipients, they must agree to participate in PennFIRS as stipulated in Section 3. The grant agreement must be signed by appropriate representatives of the organization or municipality authorized to bind the recipient organization to the terms of the agreement and returned to the OSFC for execution by the Commonwealth before grant funds can be released. **Grant Agreements will be due in the OSFC by July 1, 2024**, or the organization may not be awarded the grant funds. This will allow agreements to be processed and funds distributed in a timely fashion so funds can be spent and all reporting deadlines can be adhered to. **The last day grant agreements will be transmitted is July 31, 2024**.

(c) The applicant will maintain complete and accurate records with respect to the project. The OSFC will have free access to these records, including invoices of material and services, and other relative data and records, as well as the right to inspect all project work. The applicant shall furnish upon request of OSFC all data, reports, contracts, documents and other information relevant to the project.

(d) The applicant shall, upon completion of the project, but no later than **September 1, 2024**, file a Final Report with the OSFC in a manner and form prescribed by the OSFC. **The final report form must be submitted electronically through the grant application. Supporting documentation CANNOT be uploaded with the electronic final report.** All supporting documentation should be kept at the facility for a minimum 5-year period for audit purposes. **Supporting documentation will include either paid invoices from a vendor with a zero balance or an invoice and cancelled checks for the fundable projects completed and paid for during the grant cycle (July 1, 2023 - September 1, 2024).** Expenditures for debt reduction must include evidence from the lender such as a copy of the cancelled checks or letter from the lender showing that the funds were applied to such debt reduction consistent with the terms of the grant agreement. If the invoices or purchases are not identified in your grant application, an amendment to the grant application will be required. **Any grant funds not expended by the applicant for the project shall be returned to the OSFC prior to or with the filing of the Final Report.** Payment shall be in the form of a check made payable to the Commonwealth of Pennsylvania. Failure to file a Final Report will be grounds for the OSFC to seek the return of all grant funds awarded.

(e) The OSFC will audit 400-600 grant recipients per year. These audits will be completed either on-site or by submitting hard copy documentation to the OSFC. Organizations will be given notice of audits to be conducted on-site to allow personnel to be available with appropriate documents. Companies being audited via hard copy documentation will be provided details by e-mail, which will include the deadline for hard copy documentation submission and the required documents to be submitted to the OSFC. All documentation must be received in the OSFC via fax, US mail or email.

Section 7. Program Limitations.

(a) This section identifies program limitations that may result from the misuse of the grant funds.

(b) An applicant may not make or authorize changes to an approved project without first obtaining consent of the OSFC by submitting an on-line written project amendment. **All project changes must be submitted to the OSFC by August 11, 2024.**

(c) The applicant agrees that noncompliance with the conditions of this grant shall be grounds for the recapture of funds provided to the applicant. If the applicant fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the applicant by any Commonwealth agency or department, including OSFC.

(d) OSFC, or its duly authorized representative, shall have access to the records of the applicant for auditing financial transactions, determination of compliance with grant terms, and an evaluation of project performance.

(e) The applicant agrees to retain all cost supporting records and documentation for a period of five years from the date that it receives its final grant payment from the OSFC.

Section 8. Special Provisions

(a) An applicant for a grant under this act who is delinquent in loan payments to the Fire and Emergency Medical Services Loan Program: established under the act of July 15, 1976 (P.L. 1036. No. 208), known as the Volunteer Fire Volunteer Ambulance Service and Rescue Squad Assistance Act, loan must use its grant funds to pay any arrears to the Commonwealth or it will not be qualified to receive a grant. Any organization that fails to comply with this sub section shall be disqualified from applying to the grant program for a period of five years.

(b) An applicant for a grant under this act must demonstrate that it complied with all terms of its grant agreement in the previous year regarding the use of the grant money it received in previous years or it shall not be eligible to receive a grant in the current year.

(c) An applicant for a grant under this act who fails to return a signed grant agreement for any previous grant year will not be permitted to apply for a grant in the current grant year, unless the applicant provides the OSFC with a reasonable written explanation as to why it did not claim its grant.

(d) Any equipment purchased through grant monies that has a service life can be transferred, but not sold to another fire company, rescue company or emergency medical service organization via an appropriate agreement which states that the equipment is transferred from one organization to another and identifies the equipment being transferred. Copies of the agreement should be retained for audit purposes. Such transfer meets the intent of the Program by allowing approved equipment to be used to improve and enhance the capabilities of other fire, rescue or emergency medical services throughout the Commonwealth.

(e) Should a Fire Company, Rescue Company or Emergency Medical Service Company no longer be

officially recognized by the local government, they shall be ineligible to receive a grant under the Program.

(f) Any organization who knowingly submits fraudulent information will be locked out of the grant process for 2 years.

Section 9. Contact Information.

All applicant inquiries should be directed to: E-mail - ra-vfcvasgp@pa.gov .
All **checks for unexpended grant funds** should be made payable to the Commonwealth of PA and mailed to:

Office of the State Fire Commissioner
FCEMS Grant Program
1310 Elmerton Avenue
Harrisburg, PA 17110-9364
Toll free 1- 800-670-3473

Attachment C

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

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is

qualified to perform the work to which this agreement relates.

v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.

iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's

executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.

vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
3. had any business license or professional license suspended or revoked;
4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

ii. **Contractor Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.

iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

c. **Contractor Responsibilities.** During the term of this agreement, the Grantee shall:

i. maintain the highest standards of honesty and integrity.

ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.

iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.

iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.

v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.

vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.

viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

iii. upon the inquiry or request of an Inspector General, provide, or if appropriate,

make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provision

5. CONTRACTOR RESPONSIBILITY

a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

b. **Contractor Representations.**

i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.

ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.

c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.

e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at http://www.emarketplace.state.pa.us and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.

b. **Compliance.** For all goods and services provided pursuant to this agreement, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the contractor's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

d. **Reimbursement**

i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must

submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx

b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.

c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

a. Construction Workplace Misclassification Act;

b. Employment of Minors Child Labor Act;

c. Minimum Wage Act;

d. Prevailing Wage Act;

e. Equal Pay Law;

f. Employer to Pay Employment Medical Examination Fee Act;

g. Seasonal Farm Labor Act;

h. Wage Payment and Collection Law;

i. Industrial Homework Law;

j. Construction Industry Employee Verification Act;

k. Act 102: Prohibition on Excessive Overtime in Healthcare;

l. Apprenticeship and Training Act; and

m. Inspection of Employment Records Law.