



- c. Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:
- Not Started
  - Completed less than 50 percent
  - Completed 50 percent or more
  - Completed

- d. Project Demographic Distribution: Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, recipients must report whether certain types of projects<sup>15</sup> are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.<sup>16</sup> Recipients will be asked to identify whether or not the project is serving an economically disadvantaged community. To minimize the administrative burden on recipients while ensuring that this important aspect of program performance is tracked, recipients may assume that the funds for a project count as being targeted towards economically disadvantaged communities if the project funds are spent on:

- A program or service is provided at a physical location in a Qualified Census Tract (for multi-site projects, if a majority of sites are within Qualified Census Tracts);
- A program or service where the primary intended beneficiaries live within a Qualified Census Tract;
- A program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income for the relevant jurisdiction (e.g., State, county, metropolitan area, or other jurisdiction); or
- A program or service for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.

Recipients may use reasonable estimates to determine if a project meets one of these criteria, including identifying the intended beneficiaries of a program or service in terms of income characteristics, geographic location, or otherwise estimating the beneficiaries of a program based on its eligibility criteria. Recipients do not need to track information on each individual beneficiary to make the determination of whether or not the project is serving an economically disadvantaged community. If a recipient is unable to measure economic characteristics of the primary intended beneficiaries of a program or service due to data limitations or for other reasons, that program or service may not be counted as targeted to economically disadvantaged communities. Treasury recognizes that in some circumstances, recipients may fund eligible programs or services that benefit economically disadvantaged communities but may lack adequate data to assess conclusively that such a program or service is targeted to economically disadvantaged communities based on the criteria described above.

- e. Subawards: Each recipient shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than or equal to \$50,000.

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<sup>15</sup> Specifically recipients must report this information for projects in the Expenditure Categories that are marked with "A" in the expenditure category listing in Appendix 1 of this guidance

<sup>16</sup> HUD defines as a QCT as having "50 percent of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25 percent or more." To view median income area for their jurisdiction, recipients may visit the U.S. Census [website](#) on median incomes and select the geography for their jurisdiction and relevant unit of measurement (household or individual) for the project.





Recipients do not also need to submit separate monthly subaward reports to FSRS.gov as required pursuant to the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, which is included in the SLFRF Award Terms and Conditions. Treasury will submit this reporting on behalf of recipients using the \$50,000 reporting threshold, timing, and data elements discussed in this guidance. If recipients choose to continue reporting to FSRS.gov in addition to reporting directly to Treasury on these funds, they may do so and will be asked to notify Treasury as part of their quarterly submission.

In general, recipients will be asked to provide the following information for each Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to \$50,000:

- Subrecipient identifying and demographic information (e.g., DUNS number and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the recipient)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

Aggregate reporting is required for contracts, grants, transfers made to other government entities, loans, direct payments, and payments to individuals that are below \$50,000. This information will be accounted for by expenditure category at the project level.

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. In general, most SLFRF Recipients are governmental entities with executive salaries that are already disclosed, so no additional information must be reported. The recipient is responsible for the subrecipients' compliance with registering and maintaining an updated profile on SAM.gov.

- f. Civil Rights Compliance: Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.



Reports to the Board of Directors shall be prepared and submitted to the Board of Directors in accordance with the provisions of the Charter and the Bylaws of the Corporation. The Board of Directors shall have the authority to request the management of the Corporation to prepare and submit to the Board of Directors such reports as it may deem necessary or appropriate. The Board of Directors shall also have the authority to request the management of the Corporation to prepare and submit to the Board of Directors such reports as it may deem necessary or appropriate.

- In general, the Board of Directors shall be authorized to exercise all powers and to do all acts and things that the Corporation is authorized to do.
- Subject to the approval of the Board of Directors, the management of the Corporation shall have the authority to:
- Borrow money on behalf of the Corporation.
- Issue bonds or other securities on behalf of the Corporation.
- Acquire, lease, purchase, sell, convey, mortgage, or otherwise dispose of real or personal property of the Corporation.
- Enter into contracts, agreements, or other arrangements on behalf of the Corporation.
- Hire, employ, discharge, or otherwise deal with officers, directors, and other personnel of the Corporation.
- Pay dividends or other distributions to the shareholders of the Corporation.
- Make any other action that the Corporation is authorized to take.
- The Board of Directors shall have the authority to delegate any or all of its powers and authority to one or more committees or subcommittees of the Board of Directors.
- The Board of Directors shall have the authority to request the management of the Corporation to prepare and submit to the Board of Directors such reports as it may deem necessary or appropriate.

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- g. Required Programmatic Data (other than infrastructure projects): For all projects listed under the following Expenditure Categories (see Appendix 1), the information listed must be provided in each report.
1. Payroll for Public Health and Safety Employees (EC 1.9):
    - Number of government FTEs responding to COVID-19 supported under this authority
  2. Household Assistance (EC 2.1-2.5):
    - Brief description of structure and objectives of assistance program(s) (e.g., nutrition assistance for low-income households)
    - Number of individuals served (by program if recipient establishes multiple separate household assistance programs)
    - Brief description of recipient's approach to ensuring that aid to households responds to a negative economic impact of Covid-19, as described in the Interim Final Rule
  3. Small Business Economic Assistance (EC 2.9):
    - Brief description of the structure and objectives of assistance program(s) (e.g., grants for additional costs related to Covid-19 mitigation)
    - Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)
    - Brief description of recipient's approach to ensuring that aid to small businesses responds to a negative economic impact of COVID-19, as described in the Interim Final Rule
  4. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 2.11-2.12):
    - If aid is provided to industries other than travel, tourism, and hospitality (EC 2.12), a description of pandemic impact on the industry and rationale for providing aid to the industry
    - Brief narrative description of how the assistance provided responds to negative economic impacts of the COVID-19 pandemic
    - For each subaward:
      - Sector of employer (Note: additional detail, including list of sectors to be provided in a users' guide)
      - Purpose of funds (e.g., payroll support, safety measure implementation)
  5. Rehiring Public Sector Staff (EC 2.14):
    - Number of FTEs rehired by governments under this authority
  6. Education Assistance (EC 3.1-3.5):
    - The National Center for Education Statistics ("NCES") School ID or NCES District ID. List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds. These can allow evaluators to link data from the NCES to look at school-level demographics and, eventually, student performance.<sup>17</sup>

<sup>17</sup> For more information on NCES identification numbers see <https://nces.ed.gov/ccd/districtsearch/> (districts) and <https://nces.ed.gov/ccd/schoolsearch/> (schools).





7. Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2):

- List of sectors designated as critical to the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the Interim Final Rule (Note: a list of sectors will be provided in the forthcoming users' guide).
- Number of workers to be served
- Employer sector for all subawards to third-party employers (i.e., employers other than the State, local, or Tribal government) (Note: a list of sectors will be provided in the forthcoming users' guide).
- For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's<sup>18</sup> average annual wage, whichever is higher, on an annual basis:
  - A brief written narrative justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19, and why the recipient government determined that the premium pay was responsive to workers performing essential work during the pandemic. This description should not include personally identifiable information; when addressing individual workers, recipients should be careful not to include this information. Recipients may consider describing the workers' occupations and duties in a general manner as necessary to protect privacy.

8. Revenue replacement (EC 6.1):

Under the Interim Final Rule, recipients calculate revenue loss using data as of four discrete points during the program: December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023. Revenue loss calculated as of December 31, 2020 will be reported in the Interim Report, as described above. For future calculation dates, revenue loss will be reported only in the Quarter 4 reports due January 31, 2022, January 31, 2023, and January 31, 2024. Reporting on revenue loss should include:

- General revenue collected over the past 12 months as of the most recent calculation date, as outlined in the Interim Final Rule (for example, for the January 31, 2022 report, recipients should provide 12 month general revenue as of December 31, 2021);
- Calculated revenue loss due to the Covid-19 public health emergency; and
- An explanation of how the revenue replacement funds were allocated to government services (note: additional instructions and/or template to be provided in user guide).

In calculating general revenue and the revenue loss due to the COVID-19 public health emergency, recipients should follow the same guidance as described above for the Interim Report.

- h. Required Programmatic Data for Infrastructure Projects (EC 5): For all projects listed under the Water, Sewer, and Broadband Expenditure Categories (see Appendix 1), more detailed project-level information is required. Each project will be required to report expenditure data as described above, but will also report the following information:

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<sup>18</sup> *County* means a county, parish, or other equivalent county division (as defined by the Census Bureau). See 31 CFR 35.3.







1. All infrastructure projects (EC 5):

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)
- For projects over \$10 million:
  - a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
    - The number of employees of contractors and sub-contractors working on the project;
    - The number of employees on the project hired directly and hired through a third party;
    - The wages and benefits of workers on the project by classification; and
    - Whether those wages are at rates less than those prevailing.<sup>19</sup>Recipients must maintain sufficient records to substantiate this information upon request.
  - b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
    - How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
    - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
    - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
    - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
    - Whether the project has completed a project labor agreement.
  - c. Whether the project prioritizes local hires.
  - d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

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<sup>19</sup> As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.





2. Water and sewer projects (EC 5.1-5.15):

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

3. Broadband projects (EC 5.16-5.17):

- Speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering
- Technology to be deployed
- Miles of fiber
- Cost per mile
- Cost per passing
- Number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload
  - Number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download
  - Number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
- Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization
  - Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and
  - Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

i. Distributions to NEUs - States and territories only (EC 7.4): Information on SLFRF distributions to eligible NEUs. Each State and territory will be asked to provide an update on distributions to individual NEUs, including whether the NEU has (1) received funding; (2) declined funding and requested a transfer to the State under Section 603(c)(4) of the Act; or (3) not taken action on its funding. States and territories should be prepared to report on their information, including the following:

- NEU name
- NEU DUNS number
- NEU Taxpayer Identification Number (TIN)
- NEU Recipient Number (a unique identification code for each NEU assigned by the State to the NEU as part of the request for funding)
- NEU contact information (e.g., address, point of contact name, point of contact email address, and point of contact phone number)
- NEU authorized representative name and email address
- Initial allocation and, if applicable, subsequent allocation to the NEU (before application of the 75 percent cap)
- Total NEU reference budget (as submitted by the NEU to the State as part of the request for funding)
- Amount of the initial and, if applicable, subsequent allocation above 75 percent of the NEU's reference budget which will be returned to Treasury
- Payment amount(s)
- Payment date(s)





For each eligible NEU that declined funding and requested a transfer to the State under Section 603(c)(4), the State must also attach a form signed by the NEU, as detailed in the Guidance on Distributions of Funds to Non-Entitlement Units of Local Government.

States with “weak” minor civil divisions (i.e., Illinois, Indiana, Kansas, Missouri, Nebraska, North Dakota, Ohio, and South Dakota) should also list any minor civil divisions that the State deemed ineligible.

- j. **NEU Documentation (NEUs only):** Each NEU will also be asked to provide the following information with their first report submitted by October 31, 2021:
  - Copy of the signed award terms and conditions agreement (which was signed and submitted to the State as part of the request for funding)
  - Copy of the signed assurances of compliance with Title VI of the Civil Rights Act of 1964 (which was signed and submitted to the State as part of the request for funding)
  - Copy of actual budget documents validating the top-line budget total provided to the State as part of the request for funding

### C. Recovery Plan Performance Report

States, territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to publish and submit to Treasury a Recovery Plan performance report (“Recovery Plan”). Each Recovery Plan must be posted on the public-facing website of the recipient by the same date the recipient submits the report to Treasury. This reporting requirement includes uploading a link to the publicly available document report along with providing data in the Treasury reporting portal.

The Recovery Plan will provide the public and Treasury information on the projects recipients are undertaking with program funding and how they are planning to ensure program outcomes are achieved in an effective, efficient, and equitable manner. While this guidance outlines some minimum requirements for the Recovery Plan, each recipient is encouraged to add information to the plan they feel is appropriate to provide information to their constituents on efforts they are taking to respond to the pandemic and promote economic recovery. Each jurisdiction may determine the general form and content of the Recovery Plan, as long as it includes the minimum information determined by Treasury. Treasury will provide a recommended template but recipients may modify this template as appropriate for their jurisdiction. The Recovery Plan will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury.

The initial Recovery Plan will cover the period from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the Recovery Plan will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period (by July 31). The table below summarizes the report timelines:

Annual Report	Period Covered	Due Date
1	Award Date – July 31, 2021	August 31, 2021
2	July 1, 2021 – June 30, 2022	July 31, 2022
3	July 1, 2022 – June 30, 2023	July 31, 2023
4	July 1, 2023 – June 30, 2024	July 31, 2024
5	July 1, 2024 – June 30, 2025	July 31, 2025
6	July 1, 2025 – June 30, 2026	July 31, 2026
7	July 1, 2026 – December 31, 2026	March 31, 2027





The Recovery Plan will include, at a minimum, the following information:

### 1. Executive Summary

Provide a high-level overview of the jurisdiction's intended and actual uses of funding including, but not limited to: the jurisdiction's plan for use of funds to promote a response to the pandemic and economic recovery, key outcome goals, progress to date on those outcomes, and any noteworthy challenges or opportunities identified during the reporting period.

### 2. Uses of Funds

Describe in further detail your jurisdiction's intended and actual uses of the funds, such as how your jurisdiction's approach would help support a strong and equitable recovery from the COVID-19 pandemic and economic downturn. Describe any strategies employed to maximize programmatic impact and effective, efficient, and equitable outcomes. Given the broad eligible uses of funds and the specific needs of the jurisdiction, please also explain how the funds would support the communities, populations, or individuals in your jurisdiction. Your description should address how you are promoting each of the following, to the extent they apply:

- a. Public Health (EC 1): As relevant, describe how funds are being used to respond to COVID-19 and the broader health impacts of COVID-19 and the COVID-19 public health emergency.
- b. Negative Economic Impacts (EC 2): As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including to households and small businesses.
- c. Services to Disproportionately Impacted Communities (EC 3): As relevant, describe how funds are being used to provide services to communities disproportionately impacted by the COVID-19 public health emergency.
- d. Premium Pay (EC 4): As relevant, describe the approach, goals, and sectors or occupations served in any premium pay program. Describe how your approach prioritizes low-income workers.
- e. Water, sewer, and broadband infrastructure (EC 5): Describe the approach, goals, and types of projects being pursued, if pursuing.
- f. Revenue Replacement (EC 6): Describe the loss in revenue due to the COVID-19 public health emergency and how funds have been used to provide government services.

Where appropriate, recipients should also include information on your jurisdiction's use (or planned use) of other federal recovery funds including other programs under the American Rescue Plan such as the Emergency Rental Assistance, Housing Assistance, and so forth, to provide broader context on the overall approach for pandemic recovery.

### 3. Promoting equitable outcomes

Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. Please include in your description how your jurisdiction will consider and measure equity at the various stages of the program, including:

- a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?
- b. Awareness: How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?
- c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?

The Recovery Plan includes a number of following:

1. Executive Summary  
This is a high-level overview of the Government's response to the COVID-19 pandemic. It sets out the Government's vision for the recovery and the key areas of focus. It also provides a summary of the main elements of the Recovery Plan.

2. Objectives  
The Recovery Plan has four main objectives: to support the economy, to protect the health and well-being of New Zealanders, to build a more resilient and sustainable economy, and to improve the lives of all New Zealanders. The Plan sets out the actions that the Government will take to achieve these objectives.

3. Economic Response  
The Government's economic response is based on the principles of supporting the economy, protecting the health and well-being of New Zealanders, and building a more resilient and sustainable economy. The Plan sets out the actions that the Government will take to achieve these objectives.

4. Health and Well-being Response  
The Government's health and well-being response is based on the principles of supporting the economy, protecting the health and well-being of New Zealanders, and building a more resilient and sustainable economy. The Plan sets out the actions that the Government will take to achieve these objectives.

5. Environmental Response  
The Government's environmental response is based on the principles of supporting the economy, protecting the health and well-being of New Zealanders, and building a more resilient and sustainable economy. The Plan sets out the actions that the Government will take to achieve these objectives.

6. Social Response  
The Government's social response is based on the principles of supporting the economy, protecting the health and well-being of New Zealanders, and building a more resilient and sustainable economy. The Plan sets out the actions that the Government will take to achieve these objectives.

7. International Response  
The Government's international response is based on the principles of supporting the economy, protecting the health and well-being of New Zealanders, and building a more resilient and sustainable economy. The Plan sets out the actions that the Government will take to achieve these objectives.

8. Monitoring and Evaluation  
The Government will monitor and evaluate the progress of the Recovery Plan against its objectives. It will report on its progress to the public and to the international community.





- d. Outcomes: Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. Please describe how your jurisdiction's planned or current use of funds prioritizes economic and racial equity as a goal, names specific targets intended to produce meaningful equity results at scale, and articulates the strategies to achieve those targets. In addition, please explain how your jurisdiction's overall equity strategy translates into the specific services or programs offered by your jurisdiction in the following Expenditure Categories:

- a. Negative Economic Impacts (EC 2): assistance to households, small businesses, and non-profits to address impacts of the pandemic, which have been most severe among low-income populations. This includes assistance with food, housing, and other needs; employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); and other strategies that provide disadvantaged groups with access to education, jobs, and opportunity.
- b. Services to Disproportionately Impacted Communities (EC 3): services to address health disparities and the social determinants of health, build stronger neighborhoods and communities (e.g., affordable housing), address educational disparities (e.g., evidence-based tutoring, community schools, and academic, social-emotional, and mental health supports for high poverty schools), and promote healthy childhood environments (e.g., home visiting, child care).

The initial report must describe efforts to date and intended outcomes to promote equity. Each annual report thereafter must provide an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. Please also describe any constraints or challenges that impacted project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

For the purposes of the SLFRF, equity is defined in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021.

#### **4. Community Engagement**

Please describe how your jurisdiction's planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from constituents, community-based organizations, and the communities themselves. Where relevant, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

#### **5. Labor Practices**

Describe workforce practices on any infrastructure projects being pursued (EC 5). How are projects using strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers? For example, report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.

1. **Background:** The National Security Council (NSC) has been the primary vehicle for the development of U.S. foreign policy since the end of World War II. The NSC staff, headed by the NSC staff director, is responsible for coordinating and synthesizing the views of the various departments and agencies on foreign policy issues. The NSC staff also provides the President and the Secretary of State with the information and recommendations they need to make decisions on foreign policy.

2. **NSC Staff:** The NSC staff is composed of several hundred individuals, including the NSC staff director, the NSC staff director's deputies, and the NSC staff director's assistants. The NSC staff is organized into several divisions, including the NSC staff director's office, the NSC staff director's deputies' offices, and the NSC staff director's assistants' offices. The NSC staff also includes several advisory committees and working groups.

3. **NSC Staff Director:** The NSC staff director is the head of the NSC staff and is responsible for coordinating and synthesizing the views of the various departments and agencies on foreign policy issues. The NSC staff director also provides the President and the Secretary of State with the information and recommendations they need to make decisions on foreign policy.

4. **NSC Staff Director's Deputies:** The NSC staff director's deputies are responsible for coordinating and synthesizing the views of the various departments and agencies on foreign policy issues. They also provide the President and the Secretary of State with the information and recommendations they need to make decisions on foreign policy.

5. **NSC Staff Director's Assistants:** The NSC staff director's assistants are responsible for coordinating and synthesizing the views of the various departments and agencies on foreign policy issues. They also provide the President and the Secretary of State with the information and recommendations they need to make decisions on foreign policy.

6. **NSC Staff Director's Office:** The NSC staff director's office is responsible for coordinating and synthesizing the views of the various departments and agencies on foreign policy issues. It also provides the President and the Secretary of State with the information and recommendations they need to make decisions on foreign policy.

7. **NSC Staff Director's Deputies' Offices:** The NSC staff director's deputies' offices are responsible for coordinating and synthesizing the views of the various departments and agencies on foreign policy issues. They also provide the President and the Secretary of State with the information and recommendations they need to make decisions on foreign policy.

8. **NSC Staff Director's Assistants' Offices:** The NSC staff director's assistants' offices are responsible for coordinating and synthesizing the views of the various departments and agencies on foreign policy issues. They also provide the President and the Secretary of State with the information and recommendations they need to make decisions on foreign policy.



## 6. Use of Evidence

The Recovery Plan should identify whether SLFRF funds are being used for evidence-based interventions<sup>20</sup> and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. Recipients must briefly describe the goals of the project, and the evidence base for the interventions funded by the project. Recipients must specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Public Health (EC 1), Negative Economic Impacts (EC 2), and Services to Disproportionately Impacted Communities (EC 3) Expenditure Categories.<sup>21</sup>

Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. Recipients are encouraged to use relevant evidence Clearinghouses, among other sources, to assess the level of evidence for their interventions and identify evidence-based models that could be applied in their jurisdiction; such evidence clearinghouses include the U.S. Department of Education's What Works Clearinghouse, the U.S. Department of Labor's CLEAR, and the Childcare & Early Education Research Connections and the Home Visiting Evidence of Effectiveness clearinghouses from Administration for Children and Families, as well as other clearinghouses relevant to particular projects conducted by the recipient. In such cases where a recipient is conducting a program evaluation in lieu of reporting the amount of spending on evidence-based interventions, they must describe the evaluation design including whether it is a randomized or quasi-experimental design; the key research questions being evaluated; whether the study has sufficient statistical power to disaggregate outcomes by demographics; and the timeframe for the completion of the evaluation (including a link to completed evaluation if relevant).<sup>22</sup> Once the evaluation has been completed, recipients must post the evaluation publicly and link to the completed evaluation in the Recovery Plan. Once an evaluation has been completed (or has sufficient interim findings to determine the efficacy of the intervention), recipients should determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project.

For all projects, recipients may be selected to participate in a national evaluation, which would study their project along with similar projects in other jurisdictions that are focused on the same set of outcomes. In such cases, recipients may be asked to share information and data that is needed for the national evaluation.

Recipients are encouraged to consider how a Learning Agenda, either narrowly focused on SLFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction.<sup>23</sup>

Appendix 2 contains additional information on evidence-based interventions for the purposes of the Recovery Plan.

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<sup>20</sup>As noted in Appendix 2, evidence-based refers to interventions with strong or moderate levels of evidence.

<sup>21</sup> Of note, recipients are only required to report the amount of the total funds that are allocated to evidence-based interventions in the areas of Public Health, Negative Economic Impacts, and Services to Disproportionately Impacted Communities that are marked by an asterisk in Appendix 1: Expenditure Categories.

<sup>22</sup> For more information on the required standards for program evaluation, see OMB M-20-12.

<sup>23</sup> For more information on learning agendas, please see OMB M-19-23

**Use of Evidence**  
The Recovery Plan should identify whether SMART goals are used for student-level interventions, and if not, explain why. The plan should also identify any other interventions that are used for students that are not SMART goals. The plan should also identify any other interventions that are used for students that are not SMART goals. The plan should also identify any other interventions that are used for students that are not SMART goals.

Recovery Plan Example: The Recovery Plan should identify whether SMART goals are used for student-level interventions, and if not, explain why. The plan should also identify any other interventions that are used for students that are not SMART goals. The plan should also identify any other interventions that are used for students that are not SMART goals. The plan should also identify any other interventions that are used for students that are not SMART goals.

Recovery Plan Example: The Recovery Plan should identify whether SMART goals are used for student-level interventions, and if not, explain why. The plan should also identify any other interventions that are used for students that are not SMART goals. The plan should also identify any other interventions that are used for students that are not SMART goals.

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Recovery Plan Example: The Recovery Plan should identify whether SMART goals are used for student-level interventions, and if not, explain why. The plan should also identify any other interventions that are used for students that are not SMART goals. The plan should also identify any other interventions that are used for students that are not SMART goals.



## **7. Table of Expenses by Expenditure Category**

Please include a table listing the amount of funds used in each Expenditure Category (See Appendix 1). The table should include cumulative expenses to date within each category, and the additional amount spent within each category since the last annual Recovery Plan.

## **8. Project Inventory**

List the name and provide a brief description of all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, include the project name, funding amount, identification number (created by the recipient and used thereafter in the quarterly Program and Expenditure Report), project Expenditure Category (see Appendix 1), and a description of the project which includes an overview of the main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable, and intended outcomes. Include a link to the website of the project if available. This information will provide context and additional detail for the information reported quarterly in the Project and Expenditure Report.

For infrastructure investment projects (EC 5), project-level reporting will be more detailed, as described for the Project and Expenditure Report above. Projects in this area may be grouped by Expenditure Category if needed, with further detail (such as the specific project name and identification number) provided in the Project and Expenditure Report. For infrastructure projects, descriptions should note how the project contributes to addressing climate change.

## **9. Performance Report**

The Recovery Plan must include key performance indicators for the major SLFRF funded projects undertaken by the recipient. The recipient has flexibility in terms of how this information is presented in the Recovery Plan, and may report key performance indicators for each project, or may group projects with substantially similar goals and the same outcome measures. In some cases, the recipient may choose to include some indicators for each individual project as well as crosscutting indicators.

Performance indicators should include both output and outcome measures. Output measures, such as number of students enrolled in an early learning program, provide valuable information about the early implementation stages of a project. Outcome measures, such as the percent of students reading on grade level, provide information about whether a project is achieving its overall goals. Recipients are encouraged to use logic models<sup>24</sup> to identify their output and outcome measures. While the initial report will focus heavily on early output goals, recipients must include the related outcome goal for each project and provide updated information on achieving these outcome goals in annual reports. In cases where recipients are conducting a program evaluation for a project (as described above), the outcome measures in the performance report should be aligned with those being evaluated in the program. To support their performance measurement and program improvement efforts, recipients are permitted to use funds to make improvements to data or technology infrastructure and data analytics, as well as program evaluations.

## **10. Required Performance Indicators and Programmatic Data**

While recipients have discretion on the full suite of performance indicators to include, a number of mandatory performance indicators and programmatic data must be included. These are necessary to allow Treasury to conduct oversight as well as understand and aggregate program outcomes across recipients. This section provides an overview of the mandatory performance indicators and programmatic data. This information may be included in each recipient's Recovery Plan as they determine most appropriate, including combining with the

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<sup>24</sup> A logic model is a tool that depicts the intended links between program investments and outcomes, specifically the relationships among the resources, activities, outputs, outcomes, and impact of a program.





section above, but this data will also need to be entered directly into the Treasury reporting portal. Below is a list of required data for each Expenditure Category:

- a. Household Assistance (EC 2.2 & 2.5) and Housing Support (EC 3.10-3.12):
  - Number of people or households receiving eviction prevention services (including legal representation)
  - Number of affordable housing units preserved or developed
- b. Negative Economic Impacts (EC 2):
  - Number of workers enrolled in sectoral job training programs
  - Number of workers completing sectoral job training programs
  - Number of people participating in summer youth employment programs
- c. Education Assistance (EC 3.1-3.5):
  - Number of students participating in evidence-based tutoring programs<sup>25</sup>
- d. Healthy Childhood Environments (EC 3.6-3.9):
  - Number of children served by childcare and early learning (pre-school/pre-K/ages 3-5)
  - Number of families served by home visiting

The initial report should include the key indicators above. Each annual report thereafter should include updated data for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand the any changes in performance indicators over time. To the extent possible, Treasury also encourages recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.

#### **11. Ineligible Activities: Tax Offset Provision (States and territories only)**

The following information is required for Treasury to ensure SLFRF funding is not used for ineligible activities.

In each reporting year, States and territories will report certain items related to the Tax Offset Provision 31 CFR 35.8, as detailed below. As indicated in the Interim Final Rule, Treasury is seeking comment on reporting requirements related to the Tax Offset Provision, including ways to better rely on information already produced by States and territories and to minimize burden.

The terms “reporting year,” “baseline,” “covered change,” “net reduction in total spending,” and “tax revenue” are defined in the Interim Final Rule, 31 CFR 35.3. For purposes of calculating a net reduction in total spending, total spending for the fiscal year ending 2019 should be reported on an inflation-adjusted basis, consistent with the Interim Final Rule, 31 CFR 35.3. Similarly, for purposes of calculating baseline, tax revenue for the fiscal year 2019 should be reported on an inflation-adjusted basis, consistent with the Interim Final Rule, 31 CFR 35.3.

For purposes of reporting actual tax revenue and calculating tax revenue for the fiscal year ending 2019,<sup>26</sup> (a) if available, recipients should report information using audited financials and (b) recipients may provide data on a cash, accrual, or modified accrual basis, but must be consistent in their approach across all reporting periods. Similarly, for purposes of calculating

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<sup>25</sup> For more information on evidence-based tutoring programs, refer to the U.S. Department of Education’s [2021 ED COVID-19 Handbook \(Volume 2\)](#), which summarizes research on evidence-based tutoring programs (see the bottom of page 20).

<sup>26</sup> Tax revenue for fiscal year ending 2019 is relevant for calculating the recipient’s baseline.







a net reduction in total spending, recipients should report data using audited financials where available.

a. Revenue-reducing Covered Changes:

For each reporting year, a recipient must report the value of covered changes that the recipient predicts will have the effect of reducing tax revenue in a given reporting year (revenue-reducing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient government's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general and where possible, reported values should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. Recipients must maintain records regarding the identification and predicted effects of revenue-reducing covered changes.

b. Baseline Revenue:

Baseline has the meaning defined in the Interim Final Rule, 31 CFR 35.3.

Whether the revenue-reducing covered changes are in excess of the *de minimis*. Recipients must determine whether the aggregate value of the revenue-reducing covered changes in the reporting year is less than one percent of baseline revenue.

c. Actual Tax Revenue:

Actual tax revenue means the actual tax revenue received by the recipient government in the reporting year. Tax revenue has the meaning defined in the Interim Final Rule, 31 CFR 35.3.

d. Reduction in Net Tax Revenue:

The reduction in net tax revenue is equal to baseline revenue minus actual tax revenue in each reporting year. If this value is zero or negative, there is no reduction in net tax revenue.

e. Any revenue-increasing covered changes:

A recipient must report the value of covered changes that have had or that the recipient predicts will have the effect of increasing tax revenue in a given reporting year (revenue-increasing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general and where possible, reporting should be produced by the agency of the recipient responsible for estimating the costs and effects of fiscal policy changes.





Recipients should maintain records regarding revenue-reducing covered changes and estimates of such changes.

f. Net reduction in total spending, and tables of specific spending cuts:

Recipients must report on spending cuts. To calculate the amount of spending cuts that are available to offset a reduction in tax revenue, the recipient must first consider whether there has been a reduction in total net spending, excluding Fiscal Recovery Funds (net reduction in total spending). As in the Interim Final Rule, 35 CFR 35.3, net reduction in total spending is measured as the recipient government's total spending for a given reporting year excluding Fiscal Recovery Funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States. If that subtraction yields a positive value, there has been a net reduction; if it yields zero or a negative value, there has not been a net reduction. If there has been no net reduction in total spending, a recipient will have no spending cuts to offset a reduction in net tax revenue.

Next, a recipient must determine and aggregate the value of spending cuts in each "reporting unit," as defined below. For each reporting unit, the recipient must report (1) the amount of the reduction in spending in the reporting unit relative to its inflation-adjusted FY 2019 level, (2) the amount of any Fiscal Recovery Funds spent in the reporting unit, and (3) the amount by which the reduction in spending exceeds the Fiscal Recovery funds spent in the reporting unit. If a recipient has not spent amounts received from the Fiscal Recovery Funds in a reporting unit, the full amount of the reduction in spending counts as a covered spending cut and may be included in aggregate spending cuts. If the recipient has spent amounts received from the Fiscal Recovery Funds, such amounts generally would be deemed to have replaced the amount of spending cut, and only reductions in spending above the amount of Fiscal Recovery Funds spent on the reporting unit would be eligible to offset a reduction in net tax revenue. Only such amounts above the amount of Fiscal Recovery Funds spent on the reporting unit should be included in the aggregate of spending cuts.

To align with existing reporting and accounting, the Interim Final Rule considers the department, agency, or authority from which spending has been cut and whether the recipient government has spent amounts received from the Fiscal Recovery Funds on that same department, agency, or authority. Recipients may also choose to report at a more granular sub-department level. Recipients are encouraged to define and report spending in departments, sub-departments (e.g., bureaus), agencies, or authorities (each a "reporting unit") in a manner consistent with their existing budget process and should, to the extent possible, report using the same reporting unit in each reporting year. For example, if a State health department maintains separate budgets for different units (e.g., medical and public health units), those units may be reported and considered separately. Spending cuts must be reported relative to FY 2019 spending levels, adjusted for inflation, and excluding Fiscal Recovery Funds from reporting year spending levels.

Recipients should maintain records regarding spending cuts. As discussed in the Interim Final Rule, in order to help ensure governments use Fiscal Recovery Funds in a manner consistent with the prescribed eligible uses and do not use Fiscal Recovery Funds to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury will monitor changes in spending throughout the covered period. Evasions of the Tax Offset Provision may be subject to recoupment.





## Appendix 1: Expenditure Categories

The Expenditure Categories (EC) listed below must be used to categorize each project as noted in Part 2 above. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

<b>1: Public Health</b>	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
<b>2: Negative Economic Impacts</b>	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
<b>3: Services to Disproportionately Impacted Communities</b>	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^

Appendix T: Expense Categories

The Expense Categories (EC) used below must be used to report the actual amount spent in each category. The ECs are defined in the table below. The ECs are defined in the table below. The ECs are defined in the table below.

EC	Expense Category
1	COVID-19 Testing
2	COVID-19 Contact Tracing
3	Personal Protective Equipment (PPE) - Masks, Goggles, Hand Sanitizer, etc.
4	Personal Protective Clothing (e.g., Gowns, Aprons)
5	Personal Protective Equipment (PPE) - Gloves
6	COVID-19 Diagnostic Testing
7	Other COVID-19 Related Items - Expenses (e.g., Cleaning Supplies, Disinfectants)
8	Personal Care for Public Health Staff and Other Public Health Staff Responding to COVID-19
9	Medical Health Services
10	Public Health Services
11	Other Public Health Services
12	Healthcare Services - Inpatient
13	Healthcare Services - Outpatient
14	Healthcare Services - Ambulatory
15	Healthcare Services - Home Care
16	Healthcare Services - Other
17	Healthcare Services - Other
18	Healthcare Services - Other
19	Healthcare Services - Other
20	Healthcare Services - Other
21	Healthcare Services - Other
22	Healthcare Services - Other
23	Healthcare Services - Other
24	Healthcare Services - Other
25	Healthcare Services - Other
26	Healthcare Services - Other
27	Healthcare Services - Other
28	Healthcare Services - Other
29	Healthcare Services - Other
30	Healthcare Services - Other
31	Healthcare Services - Other
32	Healthcare Services - Other
33	Healthcare Services - Other
34	Healthcare Services - Other
35	Healthcare Services - Other
36	Healthcare Services - Other
37	Healthcare Services - Other
38	Healthcare Services - Other
39	Healthcare Services - Other
40	Healthcare Services - Other
41	Healthcare Services - Other
42	Healthcare Services - Other
43	Healthcare Services - Other
44	Healthcare Services - Other
45	Healthcare Services - Other
46	Healthcare Services - Other
47	Healthcare Services - Other
48	Healthcare Services - Other
49	Healthcare Services - Other
50	Healthcare Services - Other



3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^
3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
<b>4: Premium Pay</b>	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
<b>5: Infrastructure<sup>27</sup></b>	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
<b>6: Revenue Replacement</b>	
6.1	Provision of Government Services
<b>7: Administrative</b>	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)

\*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

^Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities (see Project Demographic Distribution section above for details)

<sup>27</sup> Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.







## **Appendix 2: Evidenced-Based Intervention Additional Information**

### **What is evidence-based?**

For the purposes of the SLFRF, evidence-based refers to interventions with strong or moderate evidence as defined below:

Strong evidence means the evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

Moderate evidence means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

Preliminary evidence means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non-experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.



- (B) Affirmative steps must include:
- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (v) Using the services and assistance, as appropriate, or such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
  - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) above.

(2) Procurement of Recovered Materials

If the Grantee is an agency of a political subdivision of the Commonwealth of Pennsylvania, the Grantee must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(2 CFR 200.322).



(3) Remedies

All subcontracts exceeding \$150,000 must address administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(2 CFR Part 200 Appendix II (A)).

(4) Termination Provisions

All subcontracts exceeding \$10,000 must address termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for settlement.

(2 CFR Part 200 Appendix II (B)).

(5) Equal Employment Opportunity Provisions:

If the Project involves construction and the construction contract exceeds \$10,000, the Grantee must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246 entitled "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 entitled "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60 entitled "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(2 CFR Part 200 Appendix II (C)).

(6) Davis-Bacon Act Provisions:

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the Grantee pursuant to this Contract must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR part 5 entitled "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Grantee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The Grantee must report all suspected or reported violations to the Grantor. The contract must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 entitled "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United



States"). The Copeland "Anti-Kickback Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Grantee must report all suspected or reported violations to the Federal awarding agency. (2 CFR Part 200 Appendix II (D)).

(7) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (2 CFR Part 200 Appendix II (E)).

(8) Rights to Inventions Made Under a Contract or Agreement.

If the Grantee enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Contract, the Grantee must comply with the requirements of 37 CFR Part 401 entitled "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal awarding agency.  
(2 CFR Part 200 Appendix II (F)).

(9) Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended). The Grantee must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Grantor. Subcontracts in excess of \$150,000 must contain this provision.  
(2 CFR Part 200 Appendix II (G)).





(10) Debarment and Suspension.

The Grantee may not enter into subcontracts with parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 Comp. p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR Part 200 Appendix II (H)).

(11) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The Grantee and its subcontractors must when applying or bidding for an award exceeding \$100,000 file the required certification under the Byrd Anti-Lobbying Amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Grantor. (2 CFR Part 200 Appendix II (I)).

**ARTICLE VI  
ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Contract shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

**ARTICLE VII  
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.



## **ARTICLE VIII INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Contract or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Contract. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Contract.

## **ARTICLE IX SUBCONTRACTS**

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Contract. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor.

A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (c) and, where applicable, must contain the federal contracting provisions as specified in the Article entitled Compliance with Applicable Statutes and Regulations subsection (l). In addition, all subcontracts involving the pass through of Contract funds to subrecipients must include the audit requirements contained in the Article entitled Contract Audit and Closeout Requirements. The Grantee is responsible for ensuring that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Grantor, through the Grantee.



## **ARTICLE X BIDDING REQUIREMENTS**

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Contract. Open and competitive bidding procedures require the Grantee to obtain a minimum of three arm's length bids from vendors capable of providing the goods and/or performing the services requested. Arm's length transactions occur when the parties to the transaction are not related to one another and each party is acting in its own self-interest. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Contract and repayment of all or a portion of the funds available under this Contract. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

## **ARTICLE XI RECORDS**

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Contract, and reflecting all matters and activities covered by this Contract. At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, the Federal awarding agency, the Inspectors General or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Contract and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of three (3) years from the date of final audit or close out of this Contract by the Grantor, except in those cases where unresolved audit questions or litigation may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved. (2 CFR 200.333).

## **ARTICLE XII PROGRESS REPORTS**

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and



proposed, employment placements, follow-up reports and any and all other information relative to the Contract as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Contract.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Contract until such time as the required reports are submitted.

### ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, [insert name of Grantor]."

Any publication concerning a project financed by federal funds received under a grant administered by the Grantor will acknowledge Commonwealth grant administration as follows:

"This Project was financed *[in part]* by a grant from the federal Department of *[Name]*, under the administration of the Commonwealth of Pennsylvania, [insert name of Grantor]."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Contract. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

### ARTICLE XIV AUDIT REQUIREMENTS

- (a) Audit Clause for Federal Grants (Management Directive 325.9 (5)(c))
- (1) The Grantee must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.
  - (2) If the Grantee is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Grantee is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.





- (3) If the Grantee expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).
  - (4) If the Grantee is a for-profit entity, it is not subject to the auditing and reporting requirements of 2 CFR Part 200, Subpart F – Audit Requirements (Subpart F). However, the Grantor is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the Grantor. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.
- (b) Additional Potential Components of the Single Audit Reporting Package (Management Directive 325.9 (5)(c))
- (1) 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 appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.
  - (2) In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.
- (c) Submission of the Audit Report (Management Directive 325.9 (5)(c))
- The Grantee must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.
- (d) Submission of the Federal Audit Clearinghouse Confirmation (Management Directive 325.9 (5)(c))
- The Grantee must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.



- (e) Audit Oversight Provisions (Management Directive 325.9 (5)(c))
- (1) The Grantee is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
  - (2) 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 the Grantee'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 the Grantee.
  - (3) Audit Documentation and audit reports must be retained by the Grantee's auditor for a minimum of five years from the date of issuance of the audit report, unless the Grantee's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.
- (f) Project Closeout Procedures.

The submission of a Single Audit does not exempt the Grantee from complying with project closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.

#### **ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Contract, the Grantor may suspend payments and/or request suspension of all or any part of the Contract activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During



this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Contract is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Contract within a reasonable period of time.

This Contract is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Contract until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to Grantor's satisfaction, the Grantor will resume payments under this Contract.

#### **ARTICLE XVI TERMINATION OF THE CONTRACT**

The Grantor may terminate this Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

#### **ARTICLE XVII ENTIRE AGREEMENT**

This Contract, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Contract shall be construed in any manner so as to create any rights in third parties not party to this Contract. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

#### **ARTICLE XVIII AMENDMENTS AND MODIFICATIONS**

A properly executed Contract amendment is required to change the termination date of this Contract, to change the Contract Activity Period, to amend the grant amount



or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Contract. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Contract.

#### **ARTICLE XIX SEVERABILITY**

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Contract.

#### **ARTICLE XX CONSTRUCTION**

This Contract shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

#### **ARTICLE XXI NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Contract in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]





IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

**BEDFORD COUNTY COMMISSIONERS**

Vendor Number 139071

GRANTEE: Please sign & complete at "X's" only



**X** By: [Signature Affixed Electronically – see last page]

**X** Title [Affixed Electronically – see last page]

**X** Date [Affixed Electronically – see last page]

**X** By: [Signature Affixed Electronically – see last page]

**X** Title [Affixed Electronically – see last page]

**X** Date [Affixed Electronically – see last page]

For Commonwealth signatures only



**Approved as to Legality and Form**

[Signature Affixed Electronically – see last page]  
Office of Chief Counsel Date

Preapproved Form # 4-FA-17.0  
Office of General Counsel Date

Preapproved Form # 4-FA-17.0  
Office of Attorney General Date

For Commonwealth signatures only



**Commonwealth of Pennsylvania  
Acting through the  
Department of Community and  
Economic Development**

[Signature Affixed Electronically – see last page]  
Secretary/Deputy Secretary Date

**Approved:**

I hereby certify that funds in the amount of **\$4,324,711** are available under Appropriations Symbol:

**8772500790 2430102000 P00005000000 6600700  
2019 - \$4,324,711**

Program COVID-19 County Relief Block Grant  
Contract # C000073957  
CFDA # 21.019

Comptroller approved as to fiscal responsibility, budgetary appropriateness and availability of funds:

[Signature Affixed Electronically – see last page]  
Comptroller Date



**Covid-19 County Relief Block Grant  
 BEDFORD COUNTY**

Bedford County will make expenditures necessary to respond to the COVID-19 public health emergency in compliance with Act 24 of 2020 and the CARES Act.

The purpose of this project is to offset the cost of direct county COVID-19 response; assist businesses and municipalities planning efforts, purchase PPE, offer grant programs to businesses with fewer than 100 employees that have received no other funding, increase broadband to underserved or unserved areas as well as identify tourism related Covid-19 businesses and continue to work with behavior health treatment services. Also, to include Non-Profit assistance programs that have been impacted by the pandemic.

The County of Bedford will seek funds for expenditures related to Covid-19 along with the administration of a grant program which will allow qualified organizations and businesses to apply through a program that is yet determined due to the given time frame to apply for this grant. They will retain 2% of the allotted funds to implement an application process, all while maintaining compliance of Act 24 of 2020 and the Cares Act.

Funds will be used as follows;

1. Offsetting the cost of direct county response, planning & outreach efforts related to COVID-19
2. Administration of the grant
3. Small Business Grant Programs to support businesses with fewer than 100 employees & to support businesses and other entities that are primarily engaged in the tourism industry
4. Grant programs to support the following entities for costs related to assisting businesses during the COVID-19 Disaster Emergency: CEDOs, LDDs, IRCs, SBDCs, EDCs.
5. Behavioral Health & Substance use disorder treatment services
6. Broadband internet deployment with priority given to unserved or underserved areas
7. Qualifying non-profits

	COVID-19 County Relief Block Grant	Total
Miscellaneous	\$4,324,711.00	
Administration of the Grant	\$86,494.00	\$86,494.00
COVID 19 related costs	\$4,238,217.00	\$4,238,217.00
<b>Total</b>	<b>\$4,324,711.00</b>	
	<b>Budget Total:</b>	<b>\$4,324,711.00</b>



**SPECIAL CONDITIONS AND ASSURANCES  
COVID-19 COUNTY RELIEF BLOCK GRANT PROGRAM**

**Compliance Requirements**

Fund payments are subject to the following requirements in the Uniform Guidance (2 CFR Part 200): 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

In addition, grantees shall submit a Financial Status Report each month beginning September 1, 2020 and continuing through December, with the final report being due on February 1, 2021. The report shall be submitted on a form to be provided by the Grantor.

**Administrative Costs**

The total administrative costs at closeout shall not exceed 2% of the total eligible expenditures under this contract or \$200,000, whichever is less. If administrative expenditures exceed 2% of the total eligible expenditures under this contract or \$200,000, whichever is less, the grantee will be required to reimburse the program from nonfederal funds. Fiscal year end reconciliation will be conducted to close out fiscal expenditures. Ineligible expenditures include unexpended funds as well as funds spent on ineligible activities.

**Assurances**

The Grantee makes assurances that it will carry out its responsibilities under this Contract in compliance with the following statutes, regulations or guidelines:

**(A) Official Resolution:**

Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**(B) Public Access to Records**

**Units of General Local Government and Non-Profit Organizations:**

Recipients shall provide citizens reasonable access to records regarding the use of program funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality. However, in accordance with 2 CFR 200.337 public access to records held by Federal, State, local governmental entities or non-profit organizations are not subject to the Federal Freedom of Information Act (5 U.S.C. 552) and unless required by Federal, State, or local law, grantees and sub-grantees are not required to permit public access to their records.

Both Units of General Local Government and Nonprofit Organizations are subject to requests for records made pursuant to the Pennsylvania Right-To-Know Law, 65 P.S. §§ 67.101-3104, when such requests relate to or arise out of the grant agreement into which the Units of General Local Government and Nonprofit Organizations have entered into with the Department of Community and Economic Development. The Pennsylvania Right-To-Know-Law provisions appear in Section (k) of Article V, Compliance with Applicable Statutes and Department Regulations, of the grant agreement.

**(C) Financial Requirements:**

It will comply with the requirements and policies of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".



**(D) Hatch Act**

It will comply with the provisions of the Hatch Act, P.L. 85-554 (5 U.S.C 1501 et seq.) which limits the political activity of employees.

**(E) Conflict of Interest**

It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.  
(2 CFR 200.112 Conflict of Interest)

**(F) Lobbying**

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 any 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 grant, 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.

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 Federal 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreement) and that all sub-recipients 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 section 1352, Title 31, U.S. Code. 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. (2 CFR 200.450 Lobbying)

**(G) Excessive Force**

It has adopted and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**(H) Drug Free Workplace**

It has adopted and will enforce a policy creating a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988.





Contract: C000073957 - Signature Log

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Grantee	06/18/2020	Barry Dallara	Vice-Chair, Commissioner
Grantee	06/18/2020	Josh Lang	Chair, Commissioner
Chief Counsel	06/18/2020	Busch, Jill	CWOPA Employee
Executive	06/22/2020	Remillard, Denise	CWOPA Employee
OGC		4-FA-17.0	
OAG		4-FA-17.0	
Comptroller	06/22/2020	Katalin Gotshall	Comptroller



**Debra Brown**

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**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Wednesday, July 21, 2021 2:02 PM  
**To:** Melissa Cottle  
**Cc:** Tracey Snyder; Commissioner Dallara; Commissioner Frederick; Commissioner Baughman  
**Subject:** Transfer

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Melissa,

Could you transfer \$600,000 from the General Fund Money Market Account at FNB to the General Fund Checking Account at FNB to pay for upcoming accounts payable expenses this week and payroll expenses next week?

Thank You

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**



**Debra Brown**

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**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Wednesday, July 21, 2021 5:08 PM  
**To:** Commissioner Dallara  
**Subject:** POS

Hi Barry,

I reviewed the POS and didn't have any comments. Just let me know once you hear back from Dean if he has any comments and I will respond to Nancy for the County.

I most likely will not be on the call tomorrow about the investments as I realized my 10:30 call will run to 11:30 not 11:00 after reviewing the agenda today. But you can call my cell phone after 11:40 for anything you want to discuss about the call.

Thanks

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**



**Debra Brown**

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**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Friday, July 23, 2021 9:47 AM  
**To:** Commissioner Dallara  
**Subject:** Preliminary Official Statement

Hi Barry,

Did Dean ever get back to you on if he had any comments on the POS so I can respond to Nancy's e-mail?

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**





**Debra Brown**

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**From:** Commissioner Dallara  
**Sent:** Friday, July 23, 2021 12:10 PM  
**To:** Mike Samson  
**Subject:** Re: Preliminary Official Statement

Dean is out this week and had previously informed me that he had no changes. We are ok to go.

Sent from my iPhone

On Jul 23, 2021, at 9:47 AM, Mike Samson <msamson@susacs.com> wrote:

Hi Barry,

Did Dean ever get back to you on if he had any comments on the POS so I can respond to Nancy's e-mail?

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**



## Debra Brown

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**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Tuesday, July 27, 2021 4:29 PM  
**To:** Commissioner Dallara  
**Subject:** Donations

Hi Barry,

The budget and actual amounts for 2021 for donations are:

	<u>Budget</u>	<u>Actual</u>	
Fair Association	\$1,500	\$0	
Pioneer Hist. Society	\$500	\$0	Deb B. was inquiring about this one yesterday. I wasn't sure if Bedford Historical Society and Pioneer His. Society are same entity
Human Society	\$500	\$500	
Safety & Wellness Com	\$250	\$0	
SAMS	\$1,500	\$0	
Bedford Fire Co.	\$1,000	\$0	
Bedford Co. Fire Assoc	\$2,000	\$2,000	

We didn't get a chance to touch base today but I will be onsite on Thursday or give me a call.

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**



## Debra Brown

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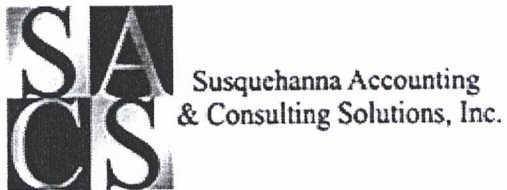
**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Thursday, July 29, 2021 12:09 PM  
**To:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman  
**Subject:** FW: Bedford County CAP 2019 Draft  
**Attachments:** 2019 BEDFORD CAP DRAFT.pdf; 2019 BEDFORD CAP RPT DRAFT.pdf

Commissioners,

Attached is a draft of the 2019 cost allocation plan.

Mike

**From:** Ed Zack <ezack@susacs.com>  
**Sent:** Thursday, July 29, 2021 11:11 AM  
**To:** Mike Samson <msamson@susacs.com>  
**Subject:** Bedford County CAP 2019 Draft



Ed Zack, CGFM  
Senior Manager  
Susquehanna Accounting & Consulting Solutions, Inc.  
830 Sir Thomas Court  
Suite 150  
Harrisburg, Pa 17109  
717-561-8089 x5025  
Cell# [REDACTED]

John Smith

From:

To:

Subject:

Attachments:

Content type:

Attached is report on the 2013 and 2014 election plan.

Mike

From: Ed [mailto:ed@...]  
Sent: Thursday, July 26, 2012 10:41 AM  
To: Mike [mailto:mike@...]  
Subject: Election County 2012-2014 Data

Democratic Party  
& County Board

Ed [mailto:ed@...]

Senior Manager

Democratic Party & County Board

310 St. Thomas St.

June 2012

Washington, DC 20004

717-521-1234

[Redacted]

**BEDFORD COUNTY, PENNSYLVANIA  
CENTRAL SERVICES COST ALLOCATION PLAN  
CALCULATION OF PROPOSED 2021 INDIRECT COSTS  
BASED ON 2019 ACTUAL COSTS**

Domestic Relations

<u>Central Service Department</u>	<u>Salary &amp; Overhead</u>
Building Depreciation	\$ -
Equipment Depreciation	641
Employee Benefits	5,855
Liability Insurance	5,132
Property Insurance	1,429
Building Maintenance	28,689
County Auditors	851
Finance/Accounting	5,011
Treasurer	474
Misc Contracts	<u>3,629</u>
Total - 2019 Actual Indirect Costs	<u>\$ 51,711</u>
(A) Total 2019 Actual Costs	\$ 51,711
(B) Total 2017 Actual Costs (Claimed in 2019)	<u>50,264</u>
Carry Forward Adjustment (C) = (A) - (B)	<u>\$ 1,447</u>
(A) Total 2019 Actual Costs	51,711
(C) Carry Forward Adjustment	<u>1,447</u>
Total Proposed Indirect Costs Billable in 2021	<u>53,158</u>
Monthly - 2021	<u>\$ 4,430</u>

**BEDFORD COUNTY, PENNSYLVANIA  
CENTRAL SERVICES COST ALLOCATION PLAN  
CALCULATION OF BUILDING DEPRECIATION AND BOND INTEREST COSTS  
BASED ON 2019 ACTUAL COSTS**

Domestic Relations

	<u>Courthouse/ Co. Offc. Bldg.</u>
Building Depreciation	\$ 36,230
Bond Interest	33,806
	70,036
<b>Total Domestic Relations Building Depreciation and Bond Interest Costs</b>	<b>\$ 70,036</b>



**BEDFORD COUNTY, PENNSYLVANIA  
CENTRAL SERVICES COST ALLOCATION PLAN  
CALCULATION OF PROPOSED 2021 INDIRECT COSTS  
BASED ON 2019 ACTUAL COSTS**

Children and Youth Services

<u>Central Service Department</u>	<u>Occupancy - Maint/Util</u>	<u>Occupancy - Rent</u>	<u>Administrative</u>	<u>Total</u>
Building Depreciation	\$ -	\$ -	\$ -	\$ -
Equipment Depreciation	-	-	2,180	2,180
Employee Benefits	-	-	15,455	15,455
Liability Insurance	-	-	19,523	19,523
Property Insurance	1,918	-	-	1,918
Building Maintenance	38,489	-	-	38,489
County Auditors	-	-	7,343	7,343
Finance/Accounting	-	-	53,512	53,512
Treasurer	-	-	7,093	7,093
Misc Contracts	-	-	47,410	47,410
<b>Total - 2019 Actual Indirect Costs</b>	<b>\$ 40,407</b>	<b>\$ -</b>	<b>\$ 152,516</b>	<b>\$ 192,923</b>

**BEDFORD COUNTY, PENNSYLVANIA  
 CENTRAL SERVICES COST ALLOCATION PLAN  
 CALCULATION OF BUILDING DEPRECIATION AND BOND INTEREST COSTS  
 BASED ON 2019 ACTUAL COSTS**

Children and Youth Services

		<u>Courthouse/ Co. Offc. Bldg.</u>
Building Depreciation	\$	48,604
Bond Interest		45,351
<b>Total Children and Youth Services Building Depreciation and Bond Interest Costs</b>	<b>\$</b>	<b><u>93,955</u></b>

**BEDFORD COUNTY, PENNSYLVANIA  
SUMMARY OF 2019 ACTUAL INDIRECT COSTS  
REIMBURSABLE IN 2021**

Liquid Fuels

<u>Central Service Departments</u>	<u>Total</u>
Building Depreciation	\$ -
Equipment Depreciation	-
Employee Benefits	-
Liability Insurance	972
Property Insurance	-
Building Maintenance	-
County Auditors	153
Finance/Accounting	1,030
Treasurer	94
Misc Contracts	-
Total - 2019 Actual Indirect Costs	<u>\$ 2,249</u>

**BEDFORD COUNTY, PENNSYLVANIA  
SUMMARY OF 2019 ACTUAL INDIRECT COSTS**

Planning and Zoning

<u>Central Service Departments</u>	<u>Total</u>	
Building Depreciation	\$ 52,472	
Equipment Depreciation	513	
Employee Benefits	2,342	
Liability Insurance	2,075	
Property Insurance	1,072	
Building Maintenance	21,493	
County Auditors	335	
Finance/Accounting	4,095	
Treasurer	1,048	
Misc Contracts	<u>6,405</u>	
 (A) Total - 2019 Actual Indirect Costs	 \$ 91,850	
 (B) Total 2019 Expenditures	 166,812	
 2019 Indirect Cost Rate = (A)/(B)	 <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">55.06%</td></tr></table>	55.06%
55.06%		

**Debra Brown**

---

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Tuesday, August 3, 2021 12:01 PM  
**To:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman  
**Subject:** Debt Issuance

Hi everyone,

Hope you are enjoying the conference. I just talked to Alisha and she provided some good news. She stated the estimated cash savings from the refinancing was \$535,000 (9.43%) with a net present value savings of \$438,000. She said the overall interest rate for the new money was 2.25% which was a decrease of a half basis point based on what was previously projected, mostly due to the upgrade in the County's bond rating.

Once she gets back from vacation, she will type up a summary sheet of the particulars for the county.

Great work everybody

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**



**Debra Brown**

---

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Thursday, August 5, 2021 4:00 PM  
**To:** Melissa Cottle  
**Cc:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman; Tracey Snyder  
**Subject:** Transfer

Melissa,

Would you please transfer \$750,000 from the General Fund Money Market account to the General Fund Checking Account to cover this week's accounts payable expenses and next week's payroll run.

Thank You

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**





## Debra Brown

---

**From:** Tracey Snyder  
**Sent:** Tuesday, August 10, 2021 8:25 AM  
**To:** Lisa Cairo; Commissioner Dallara; Commissioner Baughman; Commissioner Frederick  
**Subject:** RE: Bedford Co FY 21-22 1Q Advance Act 148 Payment

This has been forwarded to Mike Samson.

-----Original Message-----

**From:** Lisa Cairo <Lcairo@bedfordcountypa.org>  
**Sent:** Tuesday, August 10, 2021 6:16 AM  
**To:** Commissioner Dallara <cdallara@bedfordcountypa.org>; Commissioner Baughman <dbaughman@bedfordcountypa.org>; Commissioner Frederick <CFrederick@bedfordcountypa.org>  
**Cc:** Tracey Snyder <tsnyder@bedfordcountypa.org>  
**Subject:** FW: Bedford Co FY 21-22 1Q Advance Act 148 Payment

Good Morning,

Just wanted to share this with you. I also cc'd Tracey in this email but pretty sure it also needs to go to Susquehanna but not sure who needs it.

Thank you,

Lisa C. Cairo, MSW, LSW  
Administrator  
Bedford County Children and Youth Services  
200 S. Juliana Street Bedford, PA 15522  
(814)623-4804  
Fax: (814)623-3013  
lcairo@bedfordcountypa.org

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-----Original Message-----

**From:** PW, CYUnit <RA-cyunit@pa.gov>  
**Sent:** Wednesday, July 28, 2021 2:19 PM  
**To:** Lisa Cairo <Lcairo@bedfordcountypa.org>; Stacie Donaldson <Sdonaldson@bedfordcountypa.org>

Subject: Bedford Co FY 21-22 1Q Advance Act 148 Payment

Debra Brown

Please See Attached.

From: Tracy Snyder  
Sent: Tuesday, August 10, 2021 3:52 AM  
To: Lisa C. Cava, Bedford County Commissioner  
Subject: RE: Bedford Co FY 21-22 1Q Advance Act 148 Payment

This has been forwarded to the Finance Department.

-----Original Message-----

From: Lisa C. Cava, Bedford County Commissioner  
Sent: Tuesday, August 10, 2021 5:02 AM

To: Commissioner Debra Brown  
Subject: RE: Bedford Co FY 21-22 1Q Advance Act 148 Payment

Good Morning,

Just wanted to share the info with you. I also had a copy in the mail but didn't get to go to the post office but it was sent.

Thank you,

Lisa C. Cava, FSW, FSW

Administrator  
Bedford County Children and Youth Services  
200 S. Juliana Street, Bedford, PA 15223  
(814) 533-4304  
Fax: (814) 533-1013  
lisa.cava@bedfordcountypa.gov

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-----Original Message-----

From: Tracy Snyder  
Sent: Wednesday, July 28, 2021 10:11 PM

To: Lisa Cava, Bedford County Commissioner

**Debra Brown**

---

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Tuesday, August 10, 2021 9:44 AM  
**To:** Commissioner Dallara  
**Subject:** Today

Hi Barry,

I just need to touch base with today on a couple of items if you are in the office. I have call today with Alisha at 11 as she wanted to walk through the closing process for the bond. But other than that I am available, just let me know.

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**



## Debra Brown

---

**From:** Commissioner Dallara  
**Sent:** Tuesday, August 10, 2021 10:11 AM  
**To:** Mike Samson  
**Subject:** Re: Today

I'm available at 10:45

Sent from my iPhone

On Aug 10, 2021, at 9:44 AM, Mike Samson <msamson@susacs.com> wrote:

Hi Barry,

I just need to touch base with today on a couple of items if you are in the office. I have call today with Alisha at 11 as she wanted to walk through the closing process for the bond. But other than that I am available, just let me know.

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**



**Debra Brown**

---

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Tuesday, August 10, 2021 10:17 AM  
**To:** Commissioner Dallara  
**Subject:** RE: Today

I will come over then

**From:** Commissioner Dallara <cdallara@bedfordcountypa.org>  
**Sent:** Tuesday, August 10, 2021 10:11 AM  
**To:** Mike Samson <msamson@susacs.com>  
**Subject:** Re: Today

I'm available at 10:45

Sent from my iPhone

On Aug 10, 2021, at 9:44 AM, Mike Samson <[msamson@susacs.com](mailto:msamson@susacs.com)> wrote:

Hi Barry,

I just need to touch base with today on a couple of items if you are in the office. I have call today with Alisha at 11 as she wanted to walk through the closing process for the bond. But other than that I am available, just let me know.

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**





## Debra Brown

---

**From:** sgrowden@bedfordgazette.com <sherrigrowden@gmail.com>  
**Sent:** Tuesday, August 10, 2021 1:10 PM  
**To:** Commissioner Dallara; Commissioner Baughman; Commissioner Frederick; Tyna Walker-Lay - Peppercorn Market  
**Subject:** Layout  
**Attachments:** 948236\_Commissioners\_Newsletter\_BG\_C\_195\_V1a.pdf

What do you all think about this general layout? Like it? Hate it? Want to make major changes?

Sherri Growden  
Associate Publisher  
**Bedford Gazette**  
814-623-1151 x220  
814-977-6508  
[sgrowden@bedfordgazette.com](mailto:sgrowden@bedfordgazette.com)  
[sherrigrowden@gmail.com](mailto:sherrigrowden@gmail.com)  
[www.BedfordGazette.com](http://www.BedfordGazette.com)



# Bedford County, Pennsylvania

## - YOUR County Government



Tuesday, August 10, 2021 - Bedford County, Pennsylvania - A7

BEDFORD COUNTY EMPLOYEE NEWSLETTER JUL - SEPT 2021



### Bedford County's Mission:

To develop, administer, and promote innovative, high quality and solution-oriented services to Bedford County that meets the needs of its citizens in the most accountable, efficient, economical, caring, and professional manner possible that enriches the health, welfare, quality of life, and safety of those who live and work in Bedford County.

October 15, 2020

### COUNTY UPDATES:

#### COVID - 19:

On July 14th, 2020, the County passed a resolution to advocate for the prevention of spreading COVID-19. The Bedford County Commissioners recognize and applaud the residents of Bedford County for working together during the COVID-19 pandemic to mitigate the spread of this disease.

#### CARES ACT FUNDING:

In August 2020, Bedford County applied for Federal CARES County Relief Funding which was awarded to Bedford County. The County was awarded \$4.3 million in CARES Act funding to assist with County Covid-19 associated costs, local small businesses, nonprofits, tourist attractions, broadband internet access, and municipal government with the devastating financial losses and continue prevention and mitigation of the spread of the virus. Awards will tentatively be announced early October 2020.

#### SECURITY VULNERABILITY ASSESSMENT:

Sorensen, Wilder, and Associates conducted a security vulnerability assessment. The assessment will assist the County with ensuring the safety and well-being of Bedford County constituents and employees. The assessment should be published in mid-October 2020. The report will include several recommendations, but one concern that was identified was door access. Members of the public should only be using the second-floor entrance for entering and exiting the courthouse. This includes weekend access when organizations may be having meetings. Until otherwise directed, the first-floor entrance and any additional entrance other than the 2nd floor entrance is not authorized to be used by the public. Further, employees and members of the public should not prop doors open.

#### COVID-19

The County would like to continue to thank all County employees for their efforts with assisting in the mitigation of the spread of COVID-19 and staying positive during this difficult time. Your service and dedication to Bedford County citizens is appreciated!

#### COVID-19 Supplies

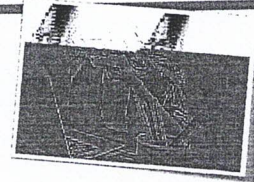
The County will be ordering bulk supplies of PPE, technology, cleaning supplies, and other general COVID related items. If you have any questions, contact Human Resources.

BEDFORD COUNTY EMPLOYEE NEWSLETTER

### Student Loan Reimbursement Program / Public Service Loan Forgiveness

Are you crippled by your Student Loan Debt? You are not alone. The student loan debt crisis is a national issue. College tuition is at an unprecedented high and keeps climbing. Jobs are more demanding and require higher level education but is often associated with lower paying wages. Bedford County offers a Student Loan Reimbursement Program for eligible non-union county employees. An employee may receive up to \$200 per month for student loan reimbursement.

Additionally, the Federal Government offers the Public Service Loan Forgiveness Program with an income driven repayment plan option!!



The application is simple and easy to qualify for! Through this federal program your income is evaluated and then a 10-year payment plan is implemented based on what you can afford. After the 10-years and 120 qualifying payments are made, the federal government will forgive the remainder of your student loan debt. Do not struggle with the overwhelming challenge of student loan debt contact Bedford County's Human Resource Department for a

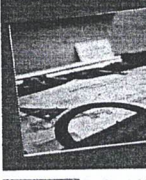
Bedford County Student Loan Application and/or assistance with the Federal Public Service Loan Forgiveness Program application.

### FEDERAL PUBLIC SERVICE LOAN FORGIVENESS

This is offered to ANY government employee, as long as they are deemed eligible by the Federal Public Service Loan Provider Program Specialists, regardless of being union or non-union.

BEDFORD COUNTY EMPLOYEE NEWSLETTER

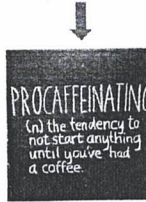
### SPACE UTILIZATION STUDY



### SPACE UTILIZATION STUDY

Judy Courts, Architect will continue to analyze the County's space utilization and needs. Part of the analysis will be regarding COVID-19 mitigation. Department Directors are encouraged to continue to assist her with anything she may need.

### Daily Office Humor



### Utilizing Human Resources:

The Human Resource Department exists to serve Bedford County employees through strategic planning, analytical recruitment endeavors, and innovative retention efforts.

The HR Department aims at fostering open communication and a positive workplace environment where discussion may take place for your ideas, concerns, work-place challenges, and to discuss what you love about working for Bedford County.

The HR Department is also here to assist any Department Head with recruitment and retention efforts such as:

- Job posting and reclassification
- Compensation planning
- Employee training
- Employee orientation and onboarding
- Workers' compensation claims
- Disciplinary issues
- General concerns
- County Benefits
- Other HR related categories

Please feel free to stop by or call anytime!

### Daily Words of Wisdom

"We are what we repeatedly do: excellence, then, is not an act but a Habit."

- Aristotle



BEDFORD COUNTY EMPLOYEE NEWSLETTER

### RBA Data Solutions Inc.

During the September Commissioners' Board meeting, RBA Data Solutions Inc. was approved to transition into the County's new IT consultant and sub-contractor. RBA's role is to provide onsite assistance and additionally as needed/scheduled. This will greatly assist the County in moving forward with technological advances and assisting with increased efficiency and effectiveness of County operations.

### Broadband Internet - Crowsnest

On August 24th, the County approved \$184,243.00 for phase I of the County's Access to Broadband Internet Project. Crowsnest, is a small local, experienced, and professional company that provides high speed wireless internet to Blair and Bedford County. 100% locally owned and operated, serving Central PA. Crowsnest will help the County implement phases of the County's Broadband internet access plan to provide Bedford County and its constituents with access to broadband internet, higher-speeds, higher-quality service provision, and to assist with constituents' need for high-quality internet access during the COVID-19 Pandemic.

### Susquehanna Consulting & Accounting Solutions Inc. (SACS) & County Financial Management

SACS has been assisting Bedford County with managing the CARES Act funding. Corey Troutman and Ben Holland have been working diligently on reviewing the Small Business, Nonprofit, and Tourism grant applications as well as the Municipal Government and Other Government Organization applications. Furthermore, SACS will be intricately assisting the County with purchasing and reporting on PPE, Equipment, and other supplies dealing with the County's response to the Coronavirus.

The Bedford County Commissioners have also been analyzing better ways to enhance County Financial management and accountability. SACS has been assisting the County Commissioners with this analysis and providing recommendations for overall increases in financial management, budgeting, and reporting. The County's implementation of 3 = 1 for purchasing County resources will greatly increase efficiency and accountability as well as cut back on time spent on procurement. It will also create uniformity in the ordering process for County Departments.



BEDFORD COUNTY EMPLOYEE NEWSLETTER

### County Bridge Efforts

Recognizing the needs of County-owned bridges, the Commissioners applied for DCED Multi-Modal Transportation Funds and applied to the 2023 PennDOT Transportation Improvement Program to rehabilitate Bridges 5, 7, 13, and 33. All four Steel I-beam structures, having one or more components in poor condition, are to be advanced as a Bridge Bundle (designed and bid as one project). Not forgetting covered bridges, the Commissioners are utilizing Act 13 At-Risk Bridge Funding specifically for the Hall's Mill, Colvin, and Turner bridges in a Bridge Bundle with the Herline bridge, all utilizing Liquid Fuels and other local funding. It is the goal to address all County-owned structures in poor condition.

### Bedford County's Standard Operating Procedure Manual (SOP)

Bedford County will implement a Standard Operating Procedure (SOP) in October 2020 which will be open for comment, review, and suggestions from employees and department directors. SOPs act as a step-by-step guideline for employee work processes. This will align County operations with the County's mission statement and ensure consistency and transparency with County operations. The SOP manual will be utilized to develop the County's workforce and work towards County goals.

### Bedford County's Strategic Plan

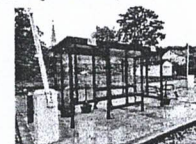
Bedford County is currently in the process of strategic planning for 2021. Strategic planning is important because it allows an organization to identify areas of need, establish goals, and take steps to meet the mission and vision of an organization. Everyone can be part of the strategic planning process. The County Commissioners have already met with Department Directors for their input on the County's strategic plan. The County Commissioners will be issuing a survey for County employees to have the chance to participate in this strategic planning process. The survey will be sent out in late October.

### County Compensation Plan Project

Bedford County recognizes that the County is not competitive in terms of wages. Today it is important to be a competitive employer in order to retain highly valued staff and to recruit and retain highly educated individuals and individuals with phenomenal work ethics. The Bedford County Commissioners, the Finance Department, and the Human Resources Department are currently working on a Countywide Compensation plan which will include a market and feasibility study resulting in compensation recommendations and a uniform wages scale using a schedule and step system. This will be a Countywide collaborative effort and phased project.

### Smoking Hut

The Bedford County Commissioners are pleased to offer employees and the public a designated smoking location. At a time when many public grounds and facilities are becoming smoke-free, the Commissioners are trying to accommodate the needs of smokers by providing a smoking hut on the top level of the parking garage. Please be advised that smoking outside the courthouse is now strictly limited to that enclosure. Employees should use the smoking hut exclusively.





**Debra Brown**

---

**From:** Tracey Snyder  
**Sent:** Thursday, August 12, 2021 10:35 AM  
**To:** Joseph Eichenlaub  
**Cc:** Commissioners  
**Subject:** Jail Info  
**Attachments:** Jail Budget to Actual Salaries.xlsx

Warden,

See the attached.  
If you need anything else please let me know.  
Thanks,

Tracey

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Thursday, August 12, 2021 10:34 AM  
**To:** Tracey Snyder <tsnyder@bedfordcountypa.org>  
**Subject:** Jail

Tracey,

Here to go.

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**



ACCOUNT	ACCOUNT NAME	ORG	2021 <u>Budget</u>
010 -402-23200-000-01010 -	WARDEN	__10232	79,892.00
010 -402-23200-000-01020 -	SALARIES OF PROF STAFF	__10232	319,384.00
010 -402-23200-000-01030 -	SALARIES OF CLERICAL STAF	__10232	1,991,212.00
010 -402-23200-000-01040 -	WAGES	__10232	<u>150,000.00</u>
Total Salaries			2,540,488.00

<u>Balance at 8/12/2021</u>	<u>Variance (over) under</u>
10,965.56	68,926.44
136,446.13	182,937.87
1,091,888.12	899,323.88
<u>222,384.28</u>	<u>-72,384.28</u>
1,461,684.09	1,078,803.91



**Debra Brown**

---

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Thursday, August 12, 2021 11:11 AM  
**To:** Commissioner Dallara  
**Subject:** Wilmington Trus

Hi Barry,

Just need a minute of your time to decide and sign for which account the bond proceeds should be temporarily deposited in at Wilmington Trust.

Thanks

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**



## Debra Brown

---

**From:** Brenda Fike <bfike@jari.com>  
**Sent:** Friday, August 13, 2021 3:11 PM  
**To:** Commissioner Baughman; Commissioner Frederick; Commissioner Dallara  
**Cc:** 'slayton@bcda.org'  
**Subject:** Bedford CHIRP Grant  
**Attachments:** Final award summary with address and impact.pdf

Bedford County Commissioners –

I was contacted by Mike Samson in the email below to provide more information regarding the Bedford CHIRP program. Since you are the official contact for the program, I am providing the documentation directly to you so it can be shared as needed from your office. Attached is the updated award summary that includes the additional items requested. Please let me know if anything else is needed.

Thank you-

*Brenda L Fike, CPA*  
Chief Financial Officer  
Johnstown Area Regional Industries Inc.  
Johnstown Industrial Development Corporation  
245 Market Street, Suite 200, Johnstown PA 15901-2910  
Main: 814.535.8675 ~ Fax: 814.535.8677  
bfike@jari.com  
[www.jari.com](http://www.jari.com)



**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Thursday, August 5, 2021 11:23 AM  
**To:** Brenda Fike <bfike@jari.com>  
**Subject:** Bedford CHIRP Grant

Hi Brenda,

It was nice talking to you. As discussed, below is the information the state is requiring to file in the report for the CHIRP grant:

Each county must complete a report containing the following information:

- A list of each grant awarded under the program.
- The name and address of each grant recipient.
- The amount of the grant and a description of the financial impact to the grantee for which the grant was awarded.
- The name of the CEDO or CDFI that processed the grant.

The report must be submitted to DCED no later than August 31, 2021.

If you could provide this information for the grant, I would appreciate it. Most of the information is on the final report you had provided. We will need the address of each grant recipient and a description of the financial impact to the grantee to include in the report.

Below is my contact information if you have any questions and my e-mail address is [msamson@susacs.com](mailto:msamson@susacs.com)

Thank You

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**

**BEDFORD COUNTY CHIRP AWARDS**

**Final Report - August 2021**

Submitted and administered by Johnstown Industrial Development Corporation - CEDO

Business Name	Address	Application Fee	Grant Amount	Overall Impact	
1009 Kitchen LLC	132 East Pitt Street Bedford, PA 15522	\$	500	\$ 35,000.00	A grant from this program would allow us to continue operations and keep our full staff employed until the mitigation orders end and the restaurant industry starts to recover, without going further into debt. We already have borrowed \$150,000 through the EIDL program, and although we appreciate this loan, our business can not survive by using loan funds to pay for everyday expenses. The PPP program has been a welcome relief, but we are using that 100% to cover payroll and healthcare expenses for our team, leaving us with many fixed expenses that we need to pay on significantly less revenue that we would normally bring in at this time of year.
Bedford Elks Country Club	4456 Business Rt. Bedford, PA 15522	\$	500		
Bedford Hotel Partners DBA Bedford Fairfield Inn and Suites	220, Bedford, PA 15522	\$	500	\$ 45,000.00	The grant will allow us to retain employees and pay operating expenses necessary to keep business open.
Breeze Manor Motel LLC DBA Quality Inn Breeze Manor	16621 Lincoln Highway, Breezewood, PA 15533	\$	500	\$ 45,000.00	A grant would help me keep my 24/7/365 business open and my employees employed. The PPP money I received was only used for employee payroll, no expense were paid. The list above is only a partial list of my current on going expenses. A grant would be a significant help in keeping my business open as the travel industry has been decimated in 2019 and this drop in travel continues in 2021. Thank you for your consideration of this grant request. Judy M. Felton-Carlin, Owner
Dew Drop Inn		\$	500		

**BEDFORD COUNTY CHIRP AWARDS**

**Final Report - August 2021**

**Submitted and administered by Johnstown Industrial Development Corporation - CEDO**

Business Name	Address	Application Fee	Grant Amount	Overall Impact
Double LL Bar & Grille	901 North Spring Street Everett, PA 15537	\$ 500	\$ 30,000.00	The grant money would help the Double LL Bar & Grille get back on it's feet, help with expenses along with helping to re-build the business back up. With the mandates that Governor Wolf has on the Bars and Restaurants we are still only operating at 25%, with no bar seating and must order food to drink a beer. These restrictions have really had a bad impact on my bar. Sales remain low and the bills remain the same.
Emmabelle Events Co		\$ 500		
Farm Freshtaurant	220 Wolfsburg Road, Bedford, PA 15522	\$ 500	\$ 35,000.00	The financial impact of this award will be able to put the restaurant back on course and back towards maintaining the level of growth Horn-O-Plenty was experiencing pre-pandemic. Horn-O-Plenty will be able to reinstate the agenda of growing our business and jobs through expansion of our retail, adding wholesale and catering. Horn-O-Plenty has updated it's business plan, post pandemic to involve an outreach initiative within the community as well as local business collaborations, and these funds will help secure the business's strength to stay that course.
Jill Dhara Inc. DBA Days Inn Hotel	16407 Lincoln Highway, Breezewood, PA 15533-0261	\$ 500	\$ 45,000.00	Grant awarded helped our business to pay some of the expenses and remain in the business in 2020. In 2021 we are still down in revenue due to covid 19 and needed any assistance from government to pay some of the expenses for the business to survive till everything gets normal. we all are hopeful and optimistic about the future of all business, but at present we need any and all Grant assistance to survive. We thank you all for quick rescue plan for financial assistance.

**BEDFORD COUNTY CHIRP AWARDS**

**Final Report - August 2021**

Submitted and administered by Johnstown Industrial Development Corporation - CEDO

Business Name	Address	Application Fee	Grant Amount	Overall Impact
Stahlman's Services Inc. DBA Hobo's Restaurant	200 Hyndman Road, Hyndman, PA 15545	\$ 500	\$ 35,000.00	A grant will help us to retain our current employees, recruit new ones and hopefully restore our hours of operation. We currently close at 6:00 pm Monday through Thursday and 7:00 pm on Friday and Saturday, pre-pandemic, we were open until 9:00 pm. Hoping the Governor soon lifts our 50% capacity mandate.
Steeles Tavern Inc		\$ 500		
Taylor-Rinscheid Enterprises DBA Bedford Hotel & Tavern	224 E. Pitt Street, Bedford, PA 15522	\$ 500	\$ 20,000.00	Establishment could stay in business longer than otherwise, while waiting for restrictions to be lifted and patrons to return. 6 local people remain employed, and continue to do business with mostly local suppliers.
Village News, LLC	110 South Juliana Street Bedford, PA 15522	\$ 500	\$ 35,000.00	After spending the last year cutting corners just to stay open, help from this grant would allow us to restore our inventory and employee levels to pre-Covid standards. It would also- help to make safety changes to both indoor and outdoor dining spaces.
Whispering Hollow Estate & Studio	1409 Dunkard Hollow Road, Alum Bank, PA 15521	\$ 500	\$ 30,000.00	The grant will help with the loss of operations and services during Covid-19. Our venue needed thrives on gatherings and with restrictions, the business was hindered and caused many postponements and cancellations.
Woodbury Café		\$ 500		

**BEDFORD COUNTY CHIRP AWARDS**

**Final Report - August 2021**

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Business Name	Address	Application Fee	Grant Amount	Overall Impact
Judys Place	107 Vine Street Schellsburg, PA 15559	\$ 500	\$ 20,000.00	This will help us to stay open and save our community. We have been living day to day trying to stay open and also would like to bring more employees back to work and open full days.
Landmark Restaurant	647 East Pitt Street, Bedford, PA 15522	\$ 500	\$ 45,000.00	A grant award would help to compensate for lost revenue during the weeks of mandated closure and restricted service. I came to this company in 2011 and brought it back from a few dismal years. By 2019 our sales were 79% higher than in 2011. For most of 2020, sales were right back where I started. It has been disheartening to see all that work slashed due to this corona virus. I realize we are one of many who are now struggling but hopeful to pull through.
Pranai Inc - Budget Host Inn	4378 Business Route 220 Bedford, PA 15522	\$ 500	\$ 10,000.00	The grant will be a huge help to offset expenses we've had to incur despite lost revenues. Also, we have just incurred nearly \$10,000 in utility repairs and maintenance. In addition to regular guests our hotel works closely with the Center for Community Action Agency to house homeless individuals and families.
R&J Tavern	537 East Pitt Street, Bedford, PA 15522	\$ 500	\$ 10,000.00	This grant will help us to stay open and restock exhausted supplies.
SHRIMA DBA Hampton by Hilton	4235 Business 220 Bedord, PA 15522	\$ 500	\$ 45,000.00	Our revenue has dropped over 50%. Definitely will help to stay open for business and take care of travelers/guests. Also will help to hire required employees.



**BEDFORD COUNTY CHIRP AWARDS**

**Final Report - August 2021**

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Business Name	Address	Application Fee	Grant Amount	Overall Impact
Woodhaven LLC Woodhaven B&B and Event Venue	749 Mill Road, Schellsburg, PA 15559	\$ 500	\$ 15,000.00	Unfortunately, our (still relatively new) business has suffered from Covid-19 and closure orders. We lost thousands of dollars in B&B cancellations and wedding cancellations and postponements. While we were happy to have some weddings postponed and not cancelled, those weddings did take away potential dates (and thus potential revenue) for the current year. The grants we have received and the CHIRP grant have and will go a very long way in keeping us operational and help make up for the financial losses of 2020.
Young American	3759 Business Route 220, Bedford, PA 15522	\$ 500	\$ 30,000.00	The grant award would help sustain our business and re-employ our employees.
<b>Subtotals</b>		<b>\$ 11,000</b>	<b>\$ 530,000.00</b>	
<b>TOTAL</b>			<b>\$ 541,000</b>	
<b>Bedford Grant Amount</b>			<b>\$ 542,397</b>	
Return unused grant funds			\$ 1,397	
Interest earned - March - June 2021			\$ 235.64	
<b>Total amount due to Commissioners</b>			<b>\$ 1,632.64</b>	



## Debra Brown

---

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Friday, August 13, 2021 3:39 PM  
**To:** Commissioner Dallara  
**Subject:** RE: Bedford CHIRP Grant

Thanks Barry. That is the final information I need to file the CHIRP report with the state.

**From:** Commissioner Dallara <cdallara@bedfordcountypa.org>  
**Sent:** Friday, August 13, 2021 3:30 PM  
**To:** Mike Samson <msamson@susacs.com>  
**Subject:** Fwd: Bedford CHIRP Grant

As requested  
Sent from my iPhone

Begin forwarded message:

**From:** Brenda Fike <bfike@jari.com>  
**Date:** August 13, 2021 at 3:11:14 PM EDT  
**To:** Commissioner Baughman <dbaughman@bedfordcountypa.org>, Commissioner Frederick <CFrederick@bedfordcountypa.org>, Commissioner Dallara <cdallara@bedfordcountypa.org>  
**Cc:** [slayton@bcda.org](mailto:slayton@bcda.org)  
**Subject:** Bedford CHIRP Grant

Bedford County Commissioners –

I was contacted by Mike Samson in the email below to provide more information regarding the Bedford CHIRP program. Since you are the official contact for the program, I am providing the documentation directly to you so it can be shared as needed from your office. Attached is the updated award summary that includes the additional items requested. Please let me know if anything else is needed.

Thank you-

*Brenda L Fike, CPA*  
Chief Financial Officer  
Johnstown Area Regional Industries Inc.  
Johnstown Industrial Development Corporation  
245 Market Street, Suite 200, Johnstown PA 15901-2910  
Main: 814.535.8675 ~ Fax: 814.535.8677  
[bfike@jari.com](mailto:bfike@jari.com)  
[www.jari.com](http://www.jari.com)

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Thursday, August 5, 2021 11:23 AM  
**To:** Brenda Fike <bfike@jari.com>  
**Subject:** Bedford CHIRP Grant

Hi Brenda,

It was nice talking to you. As discussed, below is the information the state is requiring to file in the report for the CHIRP grant:

Each county must complete a report containing the following information:

- A list of each grant awarded under the program.
- The name and address of each grant recipient.
- The amount of the grant and a description of the financial impact to the grantee for which the grant was awarded.
- The name of the CEDO or CDFI that processed the grant.

The report must be submitted to DCED no later than August 31, 2021.

If you could provide this information for the grant, I would appreciate it. Most of the information is on the final report you had provided. We will need the address of each grant recipient and a description of the financial impact to the grantee to include in the report.

Below is my contact information if you have any questions and my e-mail address is [msamson@susacs.com](mailto:msamson@susacs.com)

Thank You

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**

## Debra Brown

---

**From:** Commissioner Dallara  
**Sent:** Friday, August 13, 2021 3:50 PM  
**To:** Mike Samson  
**Subject:** Re: Bedford CHIRP Grant

U r welcome, enjoy the weekend

Sent from my iPhone

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Thank You

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**

**Debra Brown**

**From:** Killmer, Nancy <nancy.killmer@pnc.com>  
**Sent:** Thursday, July 1, 2021 7:32 AM  
**To:** Mike Samson  
**Cc:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman; Henry, Alisha  
**Subject:** R; Killmer, Nancy  
RE: Bedford POS

Thank you!

**From:** Mike Samson [mailto:msamson@susacs.com]  
**Sent:** Wednesday, June 30, 2021 5:42 PM  
**To:** Killmer, Nancy <nancy.killmer@pnc.com>  
**Cc:** Barry Dallara <cdallara@bedfordcountypa.org>; Alan Frederick <CFrederick@bedfordcountypa.org>; Deb Baughman <dbaughman@bedfordcountypa.org>  
**Subject:** EXTERNAL: Bedford POS

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Hi Nancy,

I attached the document with the County's comments or suggested changes that are highlighted in green in the word document. If you want to discuss or have any questions, just give me a call on my cell phone [REDACTED]

Thank You

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**

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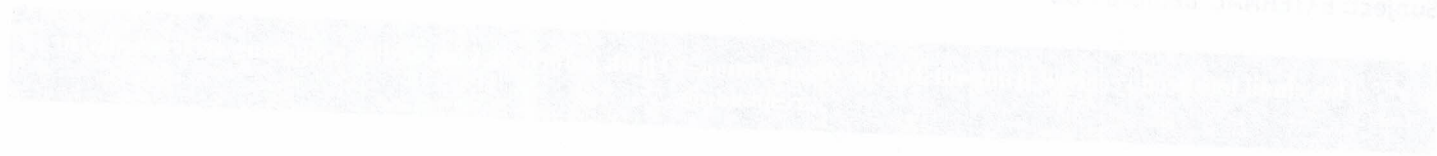
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Debra Brown

From: Kymberly - kymberly@...  
Sent: Monday, July 1, 2013 1:12 PM  
To: 'Debra Brown' <Debra.Brown@...>  
Subject: RE: [EXTERNAL] Debra Brown

Thank you

From: Mike Simon [mailto:mikesimon@...]  
Sent: Wednesday, June 27, 2013 1:41 PM  
To: Debra Brown <Debra.Brown@...>, Alan Franklin <Alan.Franklin@...>, Kymberly  
Subject: RE: [EXTERNAL] Debra Brown



Mike Simon

I attached the letter to you in the last email in regards to the...  
document if you want to review it before my department just give me a call...

Thank you

Mike Simon

Mike Simon, CPA  
Director  
Squadron Accounting & Consulting Solutions, Inc.  
(717) 561-6329 Ext. 5018

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The following link www... my...  
converts word documents into pdf files...



**Debra Brown**

---

**From:** Killmer, Nancy <nancy.killmer@pnc.com>  
**Sent:** Thursday, July 1, 2021 8:43 AM  
**To:** Mike Samson  
**Cc:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman; Killmer, Nancy  
**Subject:** RE: Bedford POS

All,

I have made the changes provided below except for the changes to the current balance outstanding for the Series A and Series B of 2015 (reflected on page A-8).  
For the Series 2015A – there was a principal amount of \$215,000 paid on September 1, 2020, bringing the outstanding total to \$16,630,000  
For the Series 2015B – there was a principal amount of \$70,000, paid on September 1, 2020, bringing the outstanding total to \$1,305,000

I corrected the outstanding amount for the Series of 2019 notes.

Could you please review and let me know if you agree?

Thanks!  
Nancy

**From:** Mike Samson [mailto:msamson@susacs.com]  
**Sent:** Wednesday, June 30, 2021 5:42 PM  
**To:** Killmer, Nancy <nancy.killmer@pnc.com>  
**Cc:** Barry Dallara <cdallara@bedfordcountypa.org>; Alan Frederick <CFrederick@bedfordcountypa.org>; Deb Baughman <dbaughman@bedfordcountypa.org>  
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**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
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## Debra Brown

---

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Thursday, July 1, 2021 9:19 AM  
**To:** Killmer, Nancy  
**Cc:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman  
**Subject:** RE: Bedford POS

Nancy,

I agree.

Thank You

Mike

**From:** Killmer, Nancy <nancy.killmer@pnc.com>  
**Sent:** Thursday, July 1, 2021 8:43 AM  
**To:** Mike Samson <msamson@susacs.com>  
**Cc:** Barry Dallara <cdallara@bedfordcountypa.org>; Alan Frederick <CFrederick@bedfordcountypa.org>; Deb Baughman <dbaughman@bedfordcountypa.org>; Killmer, Nancy <nancy.killmer@pnc.com>  
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**Debra Brown**

**From:** Killmer, Nancy <nancy.killmer@pnc.com>  
**Sent:** Thursday, July 1, 2021 9:20 AM  
**To:** Mike Samson  
**Cc:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman; Killmer, Nancy  
**Subject:** RE: Bedford POS

Thanks Mike!

Everyone have a nice Fourth of July weekend if I don't talk to you!

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**Sent:** Thursday, July 1, 2021 9:19 AM  
**To:** Killmer, Nancy <nancy.killmer@pnc.com>  
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The following information is provided for your information. It is not intended to be a substitute for professional advice. If you have any questions or concerns about your situation, please contact your advisor.



**Debra Brown**

---

**From:** Tracey Snyder  
**Sent:** Friday, July 2, 2021 1:32 PM  
**To:** Commissioners  
**Subject:** SUSQUEHANNA  
**Attachments:** Document1.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good afternoon,

I put the newest Susquehanna over for your approval.  
Attached is a breakdown of what has been paid and which department it was paid to.

Thank you,

Tracey

Delta Brown

To:

From:

Subject:

Attachments:

Follow up flag

File status

Tracey Brown

Friday, July 2, 2021 1:21 PM

Comments

Subject: BUCKLE UP

Document: BUCKLE UP

Follow up

File status

Good afternoon,

I put the newest suspension on over for your approval. Attached is a breakdown of what has been paid and which car is paid. It was paid.

Thank you,

Tracey

Susquehanna Accounting & Consulting Solutions, Inc

FEBRUARY	\$12,772.00	(CHARGED TO COVID)
MARCH	\$15,327.50	(CHARGED TO COVID)
APRIL	\$25,919.98	
MAY	\$27,896.41	(INCLUDES \$2,000 CREDIT)
MAY 2021 COVID GRANT	\$2,3085.00	(CHARGED TO COVID)

**TOTAL CHARGED TO COVID: \$51,139.50**

**TOTAL CHARGED TO COUNTY: \$53,816.39**

Supplemental Worksheet for Budget Report

Month	Amount	Description
FEBRUARY	\$12,111.00	CHARGED TO COVID
MARCH	\$16,312.50	CHARGED TO COVID
APRIL	\$27,112.92	
MAY	\$21,250.00	(INCLUDES \$2,000 OF BOND)
MAY 2021 COVID FUND	\$23,000.00	(CHARGED TO COVID)

TOTAL CHARGED TO COVID: \$81,786.42

TOTAL CHARGED TO COUNTY: \$227,718.75

## Debra Brown

---

**Subject:** Meeting with Susquehanna  
**Location:** Commissioners Suite

**Start:** Tue 8/24/2021 1:30 PM  
**End:** Tue 8/24/2021 2:30 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Debra Brown  
**Required Attendees:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman; Corey A. Troutman; Mike Samson; Tracey Snyder  
**Optional Attendees:** Angie Ferguson; Linda Klotz

current budget and ARPA fund usage

Meeting Minutes

Location

Date

Facilitator

Meeting Status

Organizer

Facilitator

Facilitator

Meeting with Department  
on 10/10/2023

10/10/2023 10:00 AM  
10/10/2023 11:00 AM

Group

Accepted

John Brown

Department of Health Services  
Community Health Assessment  
Meeting with Department  
on 10/10/2023

Meeting with Department on 10/10/2023

## Debra Brown

---

**Subject:** Meeting with Susquehanna  
**Location:** Commissioners Suite

**Start:** Tue 8/24/2021 1:30 PM  
**End:** Tue 8/24/2021 2:30 PM

**Recurrence:** (none)

**Meeting Status:** Meeting organizer

**Organizer:** Debra Brown  
**Required Attendees:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman; Corey A. Troutman; Mike Samson; Tracey Snyder  
**Optional Attendees:** Angie Ferguson; Linda Klotz

**Importance:** High

current budget and ARPA fund usage

Delta Brown

Subject  
Location

Meeting with Superiors  
1. 10/10/2001 1:00 PM

Date  
Time

10/10/2001 1:00 PM  
10/10/2001 2:00 PM

Reference

(none)

Meeting Status

Meeting complete

Organizer

Delta Brown

Required Attendees

1. 10/10/2001 Delta Brown  
2. 10/10/2001 Miss Susan Taylor  
3. 10/10/2001 Miss Susan Taylor

Optional Attendees

Miss Susan Taylor

Importance

High

Export Subject and Attachments



**Debra Brown**

---

**Subject:** Meeting with Susquehanna  
**Location:** Commissioners Suite

**Start:** Tue 8/24/2021 1:30 PM  
**End:** Tue 8/24/2021 2:30 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Debra Brown  
**Required Attendees:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman; Corey A. Troutman; Mike Samson; Tracey Snyder  
**Optional Attendees:** Angie Ferguson; Linda Klotz

current budget and ARPA fund usage

Debra Brown

Subject:  
Location:

Meeting with Board  
Commissioner's Office

Start:  
End:

Tue 11/14/2011 1:00 PM  
Tue 11/14/2011 2:00 PM

Facilitator:

None

Meeting Status:

Accepted

Organizer:

Debra Brown

Required Attendees:

Commissioner's Office  
Finance Department  
Facilities Department  
Legal Department

Optional Attendees:

Meeting Budget and Other Fundraising

## Debra Brown

---

**Subject:** Meeting with Susquehanna  
**Location:** Commissioners Suite

**Start:** Tue 8/24/2021 1:30 PM  
**End:** Tue 8/24/2021 2:30 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Debra Brown  
**Required Attendees:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman; Corey A. Troutman; Mike Samson; Tracey Snyder  
**Optional Attendees:** Angie Ferguson; Linda Klotz

current budget and ARPA fund usage



**Debra Brown**

---

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Tuesday, July 6, 2021 8:50 AM  
**To:** Commissioner Dallara; Commissioner Frederick; Commissioner Baughman  
**Subject:** Questions for rating call

Hi everyone,

Hope you had a happy fourth. I would like to meet sometime today when you are available to go discuss the questions for the ratings call tomorrow. Just let me know when you would like to meet.

Thanks

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**



**Debra Brown**

---

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Tuesday, July 6, 2021 8:06 PM  
**To:** Commissioner Dallara  
**Subject:** Ratings Call  
**Attachments:** Ratings Call Updated.docx

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Hi Barry,

I attached some talking points for tomorrow. We will have to discuss how we want to explain the \$997,947 beginning cash balance used to balance the 2021 budget.

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**

Debra Brown

From: Debra Brown  
Sent: Tuesday, July 2, 2013 8:00 AM  
To: Commissioner, State  
Subject: Budget Call Questions

Follow Up Page  
Flag Status

Flag to follow up  
Flag to follow up

Hi Mary

I attached your filing plan for 2013. We will have a meeting how to set up a plan for 2013. Please  
and date we need to receive the 2013 budget.

Thank

Maria Johnson, CPA  
Director  
Superior Accounting & Consulting Solutions, Inc.  
(717) 567-8099 ext. 2016



## Economy

1. Major residential and or commercial developments
  - a. Barry to discuss
2. Discuss status of operations county's top employers - Barry
  - a. Dropped off
    - i. Omni Bedford Springs
    - ii. Thomas Automotive Family
    - iii. Gateway Travel Plaza
    - iv. Sunco
  - b. Added
    - i. Rockland
    - ii. Bedford Area School District
    - iii. Chestnut Ridge School District
    - iv. Corle Building Systems
3. Outstanding tax appeals - Barry
  - a. Nothing material
  - b. Last reassessment 2010

## Finances

4. Any litigation that could affect f/s - Barry
  - a. Nothing material
5. FY 2020 financial performance - Mike
  - a. Audited financial statements by September 30<sup>th</sup>, 2020
  - b. Property taxes were raised from 3.037 to 3.5770 or .54 mills or 17.8%
    - a. Added \$1.5 million of additional revenue
  - c. GF unrestricted reserves and cash at year end
    - a. Cash
      - i. \$2,668,342 which includes \$1,920,035 transferred from COVID-19 bank account
    - b. Fund Balance
      - i. We are in process of posting accruals for FY 2020
      - ii. Estimate fund balance to be
        1. \$2.0 million
    - c. Balance Sheet – Estimated Just in case
      - i. Assets - \$6.9
      - ii. Liabilities – estimate \$4.2
      - iii. Fund balance - \$2.7 million
      - iv. Revenue including transfers
        1. \$21.5
      - v. Expenditures estimate - \$20.1
      - vi. Net income - \$1.4 million
  - d. Budget

- a. For the 2020 levy, the county collected 99.9% of budgeted amount of \$10.6 million.
  - b. Placement for juvenile delinquents overbudget by \$376,000
  - c. Revenues
    - i. Actual - \$23.9
    - ii. Budget - \$21.0
    - iii. \$1.4
  - d. Expenditures
    - i. Actual - \$22.5
    - ii. Budget - 20.9
    - iii. \$1.4
  - e. Nothing significant
    - a. Charges for services \$71,931 underbudget and miscellaneous revenue underbudget by \$93,934
  - f. County received \$4.3 million in Cares funding. The county used funds for broadband, grants to small businesses/nonprofits, and to offset expenses incurred by the county
6. FY 2021
- a. Included a draw of \$997,947 to balance budget
    - i. State either represents (to discuss tomorrow)
      - 1. Covid funds spent not transferred or
      - 2. Budgeted conservatively or health care expense and juvenile placements
  - b. Taxes were raised from 3.5770 to 3.7250 or .148 mills and 4.1%
    - 1. Increase added \$434,000 in additional tax revenue
    - 2. Taxes collected
      - a. Collected 93% of budgeted amount for 2021 levy for real estate taxes as of 5/31
  - c. Notable budgetary pressures
    - i. Juvenile probation placements
    - ii. New healthcare contracts
  - d. Balances
    - i. Estimate unrestricted cash of \$2.6 million
    - ii. Estimate fund balance of \$2 million
7. Debt
- a. County does not plan to issue debt in the next two years
8. No variable rate debt or swaps

**Debra Brown**

---

**From:** Commissioner Dallara  
**Sent:** Wednesday, July 7, 2021 9:10 AM  
**To:** Mike Samson  
**Subject:** Re: Ratings Call

Mike looks good to me. As far as the \$997,947 cash used to balance the 2021 budget, I believe we simply should state that it was budgeted that way in November of 2020 due to the uncertainty of final approval of The Cares Act Funding Expenditures. We feel it was necessary to have a safe guard.

Sent from my iPhone

On Jul 6, 2021, at 8:06 PM, Mike Samson <msamson@susacs.com> wrote:

Hi Barry,

I attached some talking points for tomorrow. We will have to discuss how we want to explain the \$997,947 beginning cash balance used to balance the 2021 budget.

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**

<Ratings Call Updated.docx>

Debra Brown

From: Debra Brown  
Sent: Wednesday, July 7, 2010 9:10 AM  
To: Mike Johnson  
Subject: [REDACTED]

Mike looks good to me. As far as the 2010 947 cash flow to balance the 2012 budget, I believe we should state that it was budgeted that way in the amount of 2000 due to the uncertainty of what the value of the Cash and Funding Expenditures. We didn't want to state we have a rate fixed.  
Sent from my iPhone

On Jul 6, 2010, at 8:06 PM, Mike Johnson <mjohnson@duke.edu> wrote:

Hi Debra,  
I started some budget work for tomorrow. We will be a little bit late on the 2012 budget. I am to explain the 2012 budget opening cash balance used to balance the 2012 budget.

Mike Johnson, CPA  
Director  
Superior Accounting & Consulting Solutions, Inc.  
(717) 561-8882 Ext. 8878  
401 West 10th Street

## Debra Brown

---

**From:** Mike Samson <msamson@susacs.com>  
**Sent:** Wednesday, July 7, 2021 9:28 AM  
**To:** Commissioner Dallara  
**Subject:** RE: Ratings Call

They may come back with is the budgeted expense sustainable then as the county used one-time funds to balance the budget. Just something we will have to prepared for but we can discuss before the call.

**From:** Commissioner Dallara <cdallara@bedfordcountypa.org>  
**Sent:** Wednesday, July 7, 2021 9:10 AM  
**To:** Mike Samson <msamson@susacs.com>  
**Subject:** Re: Ratings Call

Mike looks good to me. As far as the \$997,947 cash used to balance the 2021 budget, I believe we simply should state that it was budgeted that way in November of 2020 due to the uncertainty of final approval of The Cares Act Funding Expenditures. We feel it was necessary to have a safe guard.

Sent from my iPhone

On Jul 6, 2021, at 8:06 PM, Mike Samson <[msamson@susacs.com](mailto:msamson@susacs.com)> wrote:

Hi Barry,

I attached some talking points for tomorrow. We will have to discuss how we want to explain the \$997,947 beginning cash balance used to balance the 2021 budget.

Mike

**Mike Samson, CPA**  
**Director**  
**Susquehanna Accounting & Consulting Solutions, Inc.**  
**(717) 561-8089 Ext. 5018**

<Ratings Call Updated.docx>

Debra Brown

From:  
Sent:  
To:  
Subject:

Mike Samson - Finance Department  
Wednesday, July 1, 2023 8:28 AM  
Comcast.net Dallas  
RE: Rating Call

They may come back with a budget request that is higher than the current budget. We will have to discuss that with the Finance Department before the call.

From: Commissioner Debra Brown  
Sent: Wednesday, July 1, 2023 8:19 AM  
To: Mike Samson - Finance Department  
Subject: RE: Rating Call

As it looks right now, the 2023-24 budget will need to balance the 2023-24 budget. I believe we should start with a budget that way to ensure that we are not in a deficit. I will have to discuss that with the Finance Department before the call.

Best Regards,  
Debra Brown

On July 1, 2023, at 8:02 PM, Mike Samson - Finance Department wrote:

Hi Debra,

I attached some talking points for tomorrow. You will have to discuss that with the Finance Department before the call. I will have to discuss that with the Finance Department before the call.

Mike

Mike Samson, CPA  
Director  
Superior Accounting & Consulting Solutions, Inc.  
(777) 561-5069 Ext. 5010

-RatingCall - Mike.docx

**Debra Brown**

---

**From:** Corey Troutman <ctroutman@susacs.com>  
**Sent:** Tuesday, July 20, 2021 10:26 AM  
**To:** Commissioner Dallara; Commissioner Baughman; Commissioner Frederick  
**Cc:** Debra Brown; Mike Samson  
**Subject:** Compliance and Reporting Guide  
**Attachments:** SLFRF-Compliance-and-Reporting-Guidance.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

All,

See attached, as we discussed today.

Corey A. Troutman, CPA, CGMA, CITP  
Managing Shareholder  
Susquehanna Accounting & Consulting Solutions, Inc.  
830 Sir Thomas Court, Suite 150  
Harrisburg, PA 17109  
Office: 717-561-8089 ext. 5080  
Mobile: [REDACTED]

Leeta Brown

From:

Sent:

To:

Cc:

Subject:

Attachments

Copy to Leeta - 01/11/2011  
Tuesday, 1/11/2011 10:28 AM  
Commissioner Dallas Connelley  
Debra Brown, Vice President  
Completed and Reporting Guide  
2011 - on phone and Reporting-Guide

Follow up  
tagged

Follow Up Flag

Flag Status

All

See attached, as we discuss today

Case A. Houston, CA, DGM, CTR  
Managing Director  
Business Development & Consulting Services, Inc.  
800 St. Francis Court, Suite 100  
Memphis, TN 38108  
Office: 901.521.5000  
Mobile: 901.521.5000



# Compliance and Reporting Guidance

State and Local Fiscal Recovery Funds



*June 24, 2021*

*Version: 1.1*

# Compliance and Reporting Guidance

## State and Local Fiscal Recovery Funds



# Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

This guidance provides additional detail and clarification for each recipient’s compliance and reporting responsibilities under the SLFRF program, and should be read in concert with the Award Terms and Conditions, the authorizing statute, the SLFRF implementing regulation, and other regulatory and statutory requirements, including regulatory requirements under the Uniform Guidance (2 CFR Part 200). Please see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number), 21.027 for more information.

**Please Note:** This guidance document applies to the SLFRF program only and does not change nor impact reporting and compliance requirements for the Coronavirus Relief Fund (“CRF”) established by the CARES Act.

This guidance includes two parts:

## Part 1: General Guidance

This section provides an orientation to recipients’ compliance responsibilities and the U.S. Department of the Treasury’s (“Treasury”) expectations and recommends best practices where appropriate under the SLFRF Program.

A. Key Principles.....	P. 3
B. Statutory Eligible Uses.....	P. 3
C. Treasury’s Rulemaking.....	P. 4
D. Uniform Guidance (2 CFR Part 200).....	P. 6
E. Award Terms and Conditions.....	P. 10

## Part 2: Reporting Requirements

This section provides information on the reporting requirements for the SLFRF program.

A. Interim Report.....	P. 13
B. Project and Expenditure Report.....	P. 15
C. Recovery Plan Performance Report.....	P. 23
Appendix 1: Expenditure Categories.....	P. 31
Appendix 2: Evidenced-Based Intervention Additional Information.....	P. 33





## Part 1: General Guidance

This section provides an orientation on recipients' compliance responsibilities and Treasury's expectations and recommended best practices where appropriate under the SLFRF program.

Recipients under the SLFRF program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

### A. Key Principles

There are several guiding principles for developing your own effective compliance regimes:

- Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
- Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
- SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
- Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

### B. Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.





Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.<sup>1</sup> It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

### C. Treasury's Rule

Treasury's Interim Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

- 1. Eligible and Restricted Uses of SLFRF Funds.** As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work", "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative

<sup>1</sup> Treasury's Interim Final Rule is effective as of May 17, 2021, and public comments are due July 16, 2021. This guidance may be clarified consistent with the final rule.  
<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>







interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund. Recipients should refer to Treasury’s Interim Final Rule for more information on these restrictions.

2. **Eligible Costs Timeframe.** Your organization, as a recipient of an SLFRF award, may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021 are not eligible, as provided for in Treasury’s Interim Final Rule.

Recipients may use SLFRF award funds to provide assistance to households, businesses, and individuals within the eligible use categories described in Treasury’s Interim Final Rule for costs that those households, businesses and individuals incurred prior to March 3, 2021. For example,

- a. **Public Health/Negative Economic Impacts:** Recipients may use SLFRF award funds to provide assistance to households – such as rent, mortgage, or utility assistance – for costs incurred by the household prior to March 3, 2021, provided that the recipient State, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 3, 2021.
- b. **Premium Pay:** Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- c. **Revenue Loss:** Treasury’s Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- d. **Investments in Water, Sewer, and Broadband:** Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband. Recipients may use SLFRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the SLFRF award funds were incurred after March 3, 2021.

Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors. For the purposes of determining expenditure eligibility, Treasury’s Interim Final Rule provides that “incurred” has the same meaning given to “financial obligation” in 2 CFR § 200.1.

3. **Reporting.** Generally, recipients must submit one initial interim report, quarterly or annual Project and Expenditure reports which include subaward reporting, and in some cases annual Recovery Plan reports. Treasury’s Interim Final Rule and Part 2 of this guidance provide more detail around SLFRF reporting requirements.



interpretation and response may not use BLFR funds for the Federal estate which is prohibited. In addition, the Internal Revenue Code prohibits use of BLFR funds outside the scope of eligible uses, including that recipients generally may not use BLFR funds directly to conduct a job or to support or enhance an activity that is not a health care activity. Recipients should refer to Treasury's Internal Revenue Code provisions on these restrictions.

3. **Eligible Costs Limitation.** Your organization, as a recipient of a BLFR award, may use BLFR funds to cover eligible costs that you incur in providing care during the period beginning on March 8, 2021 and ending on December 31, 2021, as long as the award funds for the obligations incurred by December 31, 2021 are available by December 31, 2021. Costs for projects incurred on the recipient State, territorial, local or Tribal government prior to March 8, 2021 are not eligible, as provided in Treasury's Internal Revenue Code provisions.

Recipients may use BLFR funds to provide assistance to individuals, businesses, and non-profits with the eligible use category "Individuals, Businesses, Internal Revenue Code provisions for non-profit, non-healthcare, business, and individual" located prior to March 8, 2021. For example:

- a. **Eligible Health Services.** Recipients may use BLFR award funds to provide assistance to individuals, such as in a form of voluntary assistance. The costs incurred by a household prior to March 8, 2021, provided that the recipient State, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 8, 2021.
- b. **Eligible Pay.** Recipients may provide payments for work performed at any time prior to the end of the COVID-19 public health emergency. Such payments may include, in addition to wages and salaries, an hourly amount and the option to provide such pay must have been made by the recipient prior to March 8, 2021.
- c. **Eligible Uses.** Treasury's Internal Revenue Code provisions on the award funds for the provision of government services to individuals and businesses in the United States during the period of the COVID-19 public health emergency are subject to the first-in, first-out rule of Internal Revenue Code section 179(b)(1)(A)(ii) for the period of the emergency. Recipients may use BLFR award funds to make necessary investments in their owned and operated facilities started prior to March 8, 2021, provided that the award funds were used by the BLFR award funds were received after March 8, 2021.

Any funds not obligated or expended for eligible uses by a recipient shall be returned to Treasury, including as unobligated or deobligated funds that have been provided to subrecipients and contractors. For the purposes of any funding expenditures, Treasury's Internal Revenue Code provisions that prohibit such funding given to financial colleges in 2 CFR 200.1.

3. **Block 1.** Generally, recipients must submit one initial receipt, quarterly or annual Block 1 and Expenditure reports which include subrecipient reporting and in some cases annual Treasury Block reports. Treasury's Internal Revenue Code and Part 2 of the guidance provide more detail about BLFR reporting requirements.



## Assistance Listing

The Assistance Listing for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov under Assistance Listing Number ("ALN"), formerly known as CFDA Number, **21.027**.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The ALN is the unique 5-digit number assigned to identify a federal assistance listing, and can be used to search for federal assistance program information, including funding opportunities, spending on USASpending.gov, or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines Treasury issued initial payments under an existing ALN, 21.019, assigned to the CRF. If you have already received funds or captured the initial number in your records, please update your systems and reporting to reflect the new ALN 21.027 for the SLFRF program. **Recipients must use ALN 21.027 for all financial accounting, subawards, and associated program reporting requirements for the SLFRF awards.**

### D. Uniform Administrative Requirements

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. Recipients should consider how and whether certain aspects of the Uniform Guidance apply.

The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

- 1. Allowable Activities.** Each recipient should review program requirements, including Treasury's Interim Final Rule and the recipient's Award Terms and Conditions, to determine and record eligible uses of SLFRF funds. Per 2 CFR 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.
- 2. Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

<p>1. The following activities shall be required of all agencies receiving federal funds:</p> <p>a. Establish a program of internal control and management information systems.</p> <p>b. Establish a program of internal control and management information systems.</p> <p>c. Establish a program of internal control and management information systems.</p> <p>d. Establish a program of internal control and management information systems.</p>	<p>2. The following activities shall be required of all agencies receiving federal funds:</p> <p>a. Establish a program of internal control and management information systems.</p> <p>b. Establish a program of internal control and management information systems.</p> <p>c. Establish a program of internal control and management information systems.</p> <p>d. Establish a program of internal control and management information systems.</p>
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3. Uniform Administrative Requirements

The GPPF states the primary object of the regulations set forth in the Uniform Administrative Requirements, Cost Principles and Audit Requirements Manual is to provide a uniform administrative structure for all agencies receiving federal funds. The Uniform Administrative Requirements, Cost Principles and Audit Requirements Manual is intended to provide a uniform administrative structure for all agencies receiving federal funds. The Uniform Administrative Requirements, Cost Principles and Audit Requirements Manual is intended to provide a uniform administrative structure for all agencies receiving federal funds.

The following activities shall be required of all agencies receiving federal funds:

a. Establish a program of internal control and management information systems.

b. Establish a program of internal control and management information systems.

c. Establish a program of internal control and management information systems.

d. Establish a program of internal control and management information systems.

1. Allowable Activities: Each recipient shall review the Uniform Administrative Requirements, Cost Principles and Audit Requirements Manual and the recipient's Award Terms and Conditions to determine the allowable activities under the GPPF. Each recipient shall review the Uniform Administrative Requirements, Cost Principles and Audit Requirements Manual and the recipient's Award Terms and Conditions to determine the allowable activities under the GPPF.

2. Allowable Cost/Other Principles: As set forth in the Uniform Administrative Requirements, Cost Principles and Audit Requirements Manual, the recipient shall review the Uniform Administrative Requirements, Cost Principles and Audit Requirements Manual and the recipient's Award Terms and Conditions to determine the allowable cost/other principles under the GPPF. Each recipient shall review the Uniform Administrative Requirements, Cost Principles and Audit Requirements Manual and the recipient's Award Terms and Conditions to determine the allowable cost/other principles under the GPPF.



SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.<sup>2</sup>

Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed, or not in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

- a. **Administrative costs:** Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.<sup>3</sup> Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.<sup>45</sup> Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
  - b. **Salaries and Expenses:** In general, certain employees' wages, salaries, and covered benefits are an eligible use of SLFRF award funds. Please see Treasury's Interim Final Rule for details.
3. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9).
- As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.
4. **Eligibility.** Under this program, recipients are responsible for ensuring funds are used for eligible purposes. Generally, recipients must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for

<sup>2</sup> See 42 CFR 433.51 and 45 CFR 75.306.

<sup>3</sup> Recipients also may use SLFRF funds directly for administrative costs to improve efficacy of programs that respond to the COVID-19 public health emergency. 31 CFR 35.6(b)(10).

<sup>4</sup> 2 CFR 200.413 Direct Costs.

<sup>5</sup> 2 CFR 200.414 Indirect Costs.





determining the eligibility of beneficiaries and/or subrecipients. Your organization, and if applicable, the subrecipient(s) administering a program on behalf of your organization, will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including a valid SAM.gov registration. Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.

5. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
6. **Matching, Level of Effort, Earmarking.** There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. SLFRF funds may only be used for non-Federal match in other programs where costs are eligible under both SLFRF and the other program and use of such funds is not prohibited by the other program.
7. **Period of Performance.** Your organization should also develop and implement internal controls related to activities occurring outside the period of performance. For example, each recipient should articulate each project's policy on allowability of costs incurred prior to award or start of the period of performance. All funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.
8. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate.<sup>6</sup> Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.
9. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds

<sup>6</sup> 2 CFR 200.320(c)(1)-(3) and (5)

determining the eligibility of beneficiaries under the program, and a... applicable, the administrator... need to maintain accurate records... a record of how such... looked and done in... transactions existing...

2. Equipment and... Management... property with... must be... with... to the... any... only... contracts...

3. Matching... of... associated with... only... both... program...

4. Period of... Your... also... contract... any... to... to... the... 31... Any...

5. Financial... &... any... each... Guidance... must... in... also... agency... a... records... means... from... and...

6. Program... A... but... also... may... Federal... Federal... capital...





should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.

- 10. Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of this guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities.

- 11. Subrecipient Monitoring.** SLFRF recipients that are pass-through entities as defined under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

- 12. Special Tests and Provisions.** Treasury has set a deadline of July 16, 2021, for receipt of public comment on its Interim Final Rule and will adopt a final rule responding to these comments. In addition, Treasury may add clarifications to the implementing guidance.

Across each of the compliance requirements above, Treasury described some best practices for development of internal controls. The table below provides a brief description and example of each best practice.



**Table 1: Internal controls best practices**

Best Practice	Description	Example
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

### E. Award Terms and Conditions

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury’s Interim Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

- 1. SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.<sup>7</sup>
- 2. Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and the Pandemic Relief Accountability Committee (“PRAC”).

- 3. Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.<sup>8</sup> Recipients and subrecipients may also refer to the Office of

<sup>7</sup> See flexibility provided in [https://www.whitehouse.gov/wp-content/uploads/2021/03/M\\_21\\_20.pdf](https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf).

<sup>8</sup> For-profit entities that receive SLFRF subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury, the GAO, the PRAC and the Treasury’s OIG.





Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

4. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.



Department of Justice, Office of Inspector General, regarding the review of the...  
with respect to the Federal Health Commission is the standard and right...  
Department.

4. Civil Rights Compliance. Reports of Federal Bureau of Investigation (FBI) and the Treasury  
are required to meet legal requirements under the Constitution and  
consequently use of the title. These requirements include meeting the  
meeting Federal Bureau of Investigation (FBI) and the Treasury, or not early conduct of  
or other as respects on the date of any, civil, or other, including  
English (possibly, possibly, page or any including school, education and general  
likely to be conducted with the following subjects: Title VI of the Civil Rights Act of 1964  
(Title VI, Public Law 88-367, 42 U.S.C. 2000c-1, et seq.) and the Department's  
implementing regulations, 21 CFR part 101, Section 101.100 and 101.101  
(Section 101.101, Public Law 88-367, 42 U.S.C. 2000c-1, et seq.) and the Department's  
ix of the Executive Order of 1962 (Title VI, 21 CFR part 101.101, et seq.) and  
Department's implementing regulations, 21 CFR part 101.101, et seq. and the  
Public Law 88-367, 42 U.S.C. 2000c-1, et seq., and the Department's implementing regulations  
at 21 CFR part 101.

In order to carry out the enforcement responsibilities under Title VI of the Civil Rights Act,  
Treasury and other law enforcement agencies are required to coordinate their  
with the appropriate Federal Bureau of Investigation (FBI) and the Department of Justice.  
Treasury's responsibilities under Title VI of the Civil Rights Act, 42 U.S.C. 2000c-1, et seq.,  
7. (b) Treasury, 21 CFR part 101.101, et seq., and the Department's implementing regulations, 21 CFR  
101.101, et seq., are required to coordinate their enforcement efforts with the FBI and the  
Department of Justice. Treasury may request that agencies submit data for program compliance  
reviews, including information such as a narrative describing their Title VI compliance  
efforts.



## Part 2: Reporting Guidance

There are three types of reporting requirements for the SLFRF program.

- **Interim Report:** Provide initial overview of status and uses of funding. This is a one-time report. See Section A, page 13.
- **Project and Expenditure Report:** Report on projects funded, expenditures, and contracts and subawards over \$50,000, and other information. See Section B, page 15.
- **Recovery Plan Performance Report:** The Recovery Plan Performance Report (the "Recovery Plan") will provide information on the projects that large recipients are undertaking with program funding and how they plan to ensure program outcomes are achieved in an effective, efficient, and equitable manner. It will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury. The Recovery Plan will be posted on the website of the recipient as well as provided to Treasury. See Section C, page 23.

Table 2: Reporting requirements by recipient type

Recipient	Interim Report	Project and Expenditure Report	Recovery Plan Performance Report
States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents	By August 31, 2021, with expenditures by category	By October 31, 2021, and then 30 days after the end of each quarter thereafter <sup>9</sup>	By August 31, 2021, and annually thereafter by July 31 <sup>10</sup>
Metropolitan cities and counties with a population below 250,000 residents which received more than \$5 million in SLFRF funding			Not required
Tribal Governments			
Metropolitan cities and counties with a population below 250,000 residents which received less than \$5 million in SLFRF funding		By October 31, 2021, and then annually thereafter <sup>11</sup>	
NEUs	Not required		

The remainder of this document describes these reporting requirements. A users' guide will be provided with additional information on how and where to submit required reports.

<sup>9</sup> Interim Final Rule Page 111

<sup>10</sup> Interim Final Rule page 112

<sup>11</sup> Interim Final Rule Page 111

# Part 2: Reporting Guidance

- There are three types of reporting requirements for the 2017-2018 reporting period:
  - **Initial Report:** Provide your agency's status and other information for the 2017-2018 reporting period. See Section A, page 12.
  - **Project and Expense Report:** Report on projects funded, expenses used and contracts and awards over \$10,000, and other information. See Section B, page 13.
  - **Recovery Plan Performance Report:** The Recovery Plan Performance Report (the "Recovery Plan") will provide information on the project's progress, results and underlying activities, a funding and how they plan to use the money to address the problem in an effective, efficient and equitable manner. It will include a performance indicator assigned by the recipient and other mandatory and optional indicators provided in Treasury's Recovery Plan. See Section C, page 14.

Table 2: Reporting requirements by recipient type

Recipient Type	Initial Report	Project and Expense Report	Recovery Plan Performance Report
State	Yes	Yes	Yes
Local Government	Yes	Yes	Yes
Indian Tribe	Yes	Yes	Yes
Non-Profit	Yes	Yes	Yes
Small Business	Yes	Yes	Yes
Other	Yes	Yes	Yes

The remainder of this document describes these reporting requirements. A table of reporting requirements is provided with additional information on how and when to submit reports.

Initial Report Page 12  
 Project and Expense Report Page 13  
 Recovery Plan Performance Report Page 14





## Comparison to reporting for the CRF

This guidance does not change the reporting or compliance requirements pertaining to the CRF. Reporting and compliance requirements for the SLFRF are separate from CRF reporting requirements. Changes from CRF to SLFRF include:

- **Project, Expenditure, and Subaward Reporting:** The SLFRF reporting requirements leverage the existing reporting regime used for CRF to foster continuity and provide many recipients with a familiar reporting mechanism. The data elements for the Project and Expenditure Report will largely mirror those used for CRF, with some minor exceptions noted in this guidance. The users' guide will describe how reporting for CRF funds will relate to reporting for the SLFRF.
- **Timing of Reports:** CRF reports were due within 10 days of each calendar quarter. SLFRF quarterly reporting will be due 30 days from quarter end.
- **Program and Performance Reporting:** The CRF reporting did not include any program or performance reporting. To build public awareness and accountability and allow Treasury to monitor compliance with eligible uses, some program and performance reporting is required.

### A. Interim Report

States, U.S. territories, metropolitan cities, counties, and Tribal governments are required to submit a one-time interim report with expenditures<sup>12</sup> by Expenditure Category from the date of award to July 31, 2021. The recipient will be required to enter obligations<sup>13</sup> and expenditures and, for each, select the specific expenditure category from the available options. See Appendix 1 for Expenditure Categories (EC).

#### 1. Required Programmatic Data

Recipients will also be required to provide the following information if they have or plan to have expenditures in the following Expenditure Categories.

- a. **Revenue replacement (EC 6.1<sup>14</sup>):** Key inputs into the revenue replacement formula in the Interim Final Rule and estimated revenue loss due to the Covid-19 public health emergency calculated using the formula in the Interim Final Rule as of December 31, 2020.
  - Base year general revenue (e.g., revenue in the last full fiscal year prior to the public health emergency)
  - Fiscal year end date
  - Growth adjustment used (either 4.1 percent or average annual general revenue growth over 3 years prior to pandemic)
  - Actual general revenue as of the twelve months ended December 31, 2020
  - Estimated revenue loss due to the Covid-19 public health emergency as of December 31, 2020
  - An explanation of how revenue replacement funds were allocated to government services (Note: additional instructions and/or template to be provided in users' guide)

<sup>12</sup> For purposes of reporting in the SLFRF portal, an expenditure is the amount that has been incurred as a liability of the entity (the service has been rendered or the good has been delivered to the entity).

<sup>13</sup> For purposes of reporting in the SLFRF portal, an obligation is an order placed for property and services, contracts and subawards made, and similar transactions that require payment.

<sup>14</sup> See Appendix 1 for the full Expenditure Category (EC) list. References to Expenditure Categories are identified by "EC" followed by numbers from the table in Appendix 1.

Comparison of the 2021 and 2022 Budgets	Comparison of the 2021 and 2022 Budgets
<p>2021 Budget</p> <p>2022 Budget</p> <p>Change</p>	<p>2021 Budget</p> <p>2022 Budget</p> <p>Change</p>

The following table shows the change in the 2022 budget compared to the 2021 budget. The 2022 budget is based on the most current information available.

Table 1.1 compares the 2022 budget with the 2021 budget. The 2022 budget is based on the most current information available. The 2021 budget is based on the 2021 budget. The 2022 budget is based on the 2022 budget. The 2022 budget is based on the 2022 budget.

- 1. Required programmatic costs. Expenditures will also be required to provide and following the 2022. They have a plan to have expenditures in the following Executive Categories:
- 2. General services and information technology. Expenditures will also be required to provide and following the 2022. They have a plan to have expenditures in the following Executive Categories:
- 3. Personnel services. Expenditures will also be required to provide and following the 2022. They have a plan to have expenditures in the following Executive Categories:
- 4. Information technology. Expenditures will also be required to provide and following the 2022. They have a plan to have expenditures in the following Executive Categories:
- 5. Other services. Expenditures will also be required to provide and following the 2022. They have a plan to have expenditures in the following Executive Categories:

The following table shows the change in the 2022 budget compared to the 2021 budget. The 2022 budget is based on the most current information available. The 2021 budget is based on the 2021 budget. The 2022 budget is based on the 2022 budget. The 2022 budget is based on the 2022 budget.



In calculating general revenue and the other items discussed above, recipients should use audited data if it is available. When audited data is not available, recipients are not required to obtain audited data if substantially accurate figures can be produced on an unaudited basis. Recipients should use their own data sources to calculate general revenue, and do not need to rely on revenue data published by the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients' self-reported general revenue figures may differ from those published by the Census Bureau. Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required. Recipients' reporting should align with their own financial reporting.

In calculating general revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a State to a locality pursuant to the CRF or SLFRF. To the extent federal funds are passed through States or other entities or intermingled with other funds, recipients should attempt to identify and exclude the federal portion of those funds from the calculation of general revenue on a best-efforts basis.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of reduction in revenue, recipients will be required to submit a description of services provided. This description may be in narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with \$100 in revenue replacement funds available could indicate that \$50 were used for law enforcement operating expenses and \$50 were used for pay-go building of sidewalk infrastructure. As discussed in the Interim Final Rule, these services can include a broad range of services but may not be used directly for pension deposits or debt service.

Reporting requirements will not require tracking the indirect effects of Fiscal Recovery Funds, apart from the restrictions on use of Fiscal Recovery Funds to offset a reduction in net tax revenue. In addition, recipients must indicate that Fiscal Recovery Funds were not used to make a deposit in a pension fund.

- b. Distributions to NEUs - States and territories only (EC 7.4): Information on SLFRF distributions to eligible NEUs. Each State and territory will be asked to provide an update on distributions to individual NEUs, including whether the NEU has (1) received funding; (2) declined funding and requested a transfer to the State under Section 603(c)(4) of the Act; or (3) not taken action on its funding. States and territories should be prepared to report on their information, including the following:
- NEU name
  - NEU DUNS number
  - NEU Taxpayer Identification Number (TIN)
  - NEU Recipient Number (a unique identification code for each NEU assigned by the State to the NEU as part of the request for funding)
  - NEU contact information (e.g., address, point of contact name, point of contact email address, and point of contact phone number)
  - NEU authorized representative name and email address
  - Initial allocation and, if applicable, subsequent allocation to the NEU (before application of the 75 percent cap)
  - Total NEU reference budget (as submitted by the NEU to the State as part of the request for funding)





- Amount of the initial and, if applicable, subsequent allocation above 75 percent of the NEU's reference budget which will be returned to Treasury
- Payment amount(s)
- Payment date(s)

For each eligible NEU that declined funding and requested a transfer to the State under Section 603(c)(4), the State must also attach a form signed by the NEU, as detailed in the Guidance on Distributions of Funds to Non-Entitlement Units of Local Government.

States with "weak" minor civil divisions (i.e., Illinois, Indiana, Kansas, Missouri, Nebraska, North Dakota, Ohio, and South Dakota) should also list any minor civil divisions that the State deemed ineligible.

## B. Project and Expenditure Report

All recipients are required to submit Project and Expenditure Reports.

### 1. Quarterly Reporting

The following recipients are required to submit quarterly Project and Expenditure Reports:

- States, U.S. territories, and Tribal governments
- Metropolitan cities and counties that received more than \$5 million in SLFRF funding

For these recipients, the initial quarterly Project and Expenditure Report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 calendar days after the end of each calendar quarter. Quarterly reports are not due concurrently with applicable annual reports. The table below summarizes the quarterly report timelines:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 and 3	Award Date – September 30	October 31, 2021
2	2021	4	October 1 – December 31	January 31, 2022
3	2022	1	January 1 – March 31	April 30, 2022
4	2022	2	April 1 – June 30	July 31, 2022
5	2022	3	July 1 – September 30	October 31, 2022
6	2022	4	October 1 – December 31	January 31, 2023
7	2023	1	January 1 – March 31	April 30, 2023
8	2023	2	April 1 – June 30	July 31, 2023
9	2023	3	July 1 – September 30	October 31, 2023
10	2023	4	October 1 – December 31	January 31, 2024
11	2024	1	January 1 – March 31	April 30, 2024
12	2024	2	April 1 – June 30	July 31, 2024
13	2024	3	July 1 – September 30	October 31, 2024
14	2024	4	October 1 – December 31	January 31, 2025
15	2025	1	January 1 – March 31	April 30, 2025
16	2025	2	April 1 – June 30	July 31, 2025
17	2025	3	July 1 – September 30	October 31, 2025
18	2025	4	October 1 – December 31	January 31, 2026
19	2026	1	January 1 – March 31	April 30, 2026
20	2026	2	April 1 – June 30	July 31, 2026





Report	Year	Quarter	Period Covered	Due Date
21	2026	3	July 1 – September 30	October 31, 2026
22	2026	4	October 1 – December 31	March 31, 2027

## 2. Annual Reporting

The following recipients are required to submit annual Project and Expenditure Reports:

- Metropolitan cities and counties that received less than \$5 million in SLFRF funding.
- NEUs. To facilitate reporting, each NEU will need a NEU Recipient Number. This is a unique identification code for each NEU assigned by the State to the NEU as part of its request for funding.

For these recipients, the initial Project and Expenditure Report will cover from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports will cover one calendar year and must be submitted to Treasury by October 31. The table below summarizes the report timelines:

Report	Period Covered	Due Date
1	Award Date – September 30, 2021	October 31, 2021
2	October 1, 2021 – September 30, 2022	October 31, 2022
3	October 1, 2022 – September 30, 2023	October 31, 2023
4	October 1, 2023 – September 30, 2024	October 31, 2024
5	October 1, 2024 – September 30, 2025	October 31, 2025
6	October 1, 2025 – September 30, 2026	October 31, 2026
7	October 1, 2026 – December 31, 2026	March 31, 2027

## 3. Required Information

The following information will be required in Project and Expenditure Reports:

- a. **Projects:** Provide information on all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, the recipient will be required to enter the project name, identification number (created by the recipient), project expenditure category (see Appendix 1), description, and status of completion. Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose. In particular, recipients should review the Required Programmatic Data described below and define their projects at a sufficient level of granularity to report these metrics for a reasonably specific activity or set of activities in each project.

Note: For each project, the recipient will be asked to select the appropriate Expenditure Category based on the scope of the project (see Appendix 1). Projects should be scoped to align to a single Expenditure Category. For select Expenditure Categories, the recipient will also be asked to provide additional programmatic data (described further below).

- b. **Expenditures:** Once a project is entered the recipient will be able to report on the project's obligations and expenditures. Recipients will be asked to report:
- Current period obligation
  - Cumulative obligation
  - Current period expenditure
  - Cumulative expenditure

Year	Quarter	Start Date	End Date
2021	Q1	01/01/2021	03/31/2021
2021	Q2	04/01/2021	06/30/2021
2021	Q3	07/01/2021	09/30/2021
2021	Q4	10/01/2021	12/31/2021

2. Annual Reporting

The following recipients are required to submit annual reports to the Bureau of Land Management (BLM) for each project funded by the BLM. The reports should be submitted to the BLM by the end of the reporting period. The reports should include the following information:

- Project name and location
- Project description and objectives
- Progress made during the reporting period
- Challenges and solutions
- Financial information
- Other relevant information

For more information, please contact the BLM Project and Reporting Manager at (202) 255-2000. The reporting period for each project will be determined by the BLM. The reports should be submitted to the BLM by the end of the reporting period.

Year	Quarter	Start Date	End Date
2021	Q1	01/01/2021	03/31/2021
2021	Q2	04/01/2021	06/30/2021
2021	Q3	07/01/2021	09/30/2021
2021	Q4	10/01/2021	12/31/2021

3. Reporting Information

The following information will be required for each project and will be used for reporting purposes:

- Project name and location
- Project description and objectives
- Progress made during the reporting period
- Challenges and solutions
- Financial information
- Other relevant information

For each project, the reporting information will be used to determine the project's status and to provide feedback to the project manager. The reporting information will also be used to determine the project's eligibility for funding. The reporting information will be used to determine the project's priority for funding. The reporting information will be used to determine the project's impact on the community. The reporting information will be used to determine the project's contribution to the economy. The reporting information will be used to determine the project's contribution to the environment. The reporting information will be used to determine the project's contribution to the culture. The reporting information will be used to determine the project's contribution to the society. The reporting information will be used to determine the project's contribution to the world.

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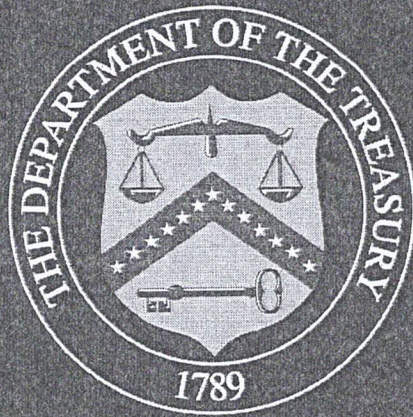




### Revision Log

Version	Date Published	Summary of changes
1.0	June 17, 2021	Initial publication
1.1	June 24, 2021	<ul style="list-style-type: none"><li>• Pg. 12, removed references to “summary” level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion.</li><li>• Pg. 13, revised the coverage period end date for the Interim Report from June 30, 2021 to July 31, 2021 to align with the IFR.</li><li>• Pg. 13, removed references to “summary” level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion.</li><li>• Pg. 31, removed references to “summary level” with respect to Expenditure Categories in Appendix 1 to avoid confusion.</li></ul>







## Debra Brown

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**From:** Killmer, Nancy <nancy.killmer@pnc.com>  
**Sent:** Tuesday, July 20, 2021 11:13 AM  
**To:** Commissioner Frederick; Andrew Kelly/BAM analyst; Commissioner Dallara; Dean Crabtree, Esq./Bedford County solicitor; Commissioner Baughman; Debra Brown; Enos, Elle; Henry, Alisha R; Jennifer Caron; McElwee & Quinn; Mike Samson/CPA; Nolan Miller; Pina Ituze/M&T  
**Cc:** Killmer, Nancy  
**Subject:** Bedford County Series of 2021AB - Updated Working Group List  
**Attachments:** Bedford County, PA Working Group Distribution List.docx


All, I neglected to attached this when I sent out the POS draft for review.

This updated list is adding the contact information for the Bond Insurer.

Thank you,  
Nancy

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*Nancy A. Killmer, Senior Associate*  
PNC Capital Markets LLC  
The Tower at PNC Plaza  
300 Fifth Avenue, 11<sup>th</sup> Floor  
Pittsburgh, PA 15222

Email: [nancy.killmer@pnc.com](mailto:nancy.killmer@pnc.com)  
Office: (412) 762-2939  
Cell: 

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PNC, 249 Fifth Avenue, Pittsburgh, PA 15222; pnc.com

The following link, [www.pnc.com/uwdisclosures](http://www.pnc.com/uwdisclosures), provides certain required disclosures. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned.



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# County of Bedford, PA General Obligation Bonds, Series 2021 Working Group List

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## ISSUER

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Bedford, PA 15522

### Commissioner Barry Dallara

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Buffalo, NY 14202

### Pina Ituze

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Facsimile: (716) 842-4474

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# County of Bedford, PA General Obligation Bonds, Series 2021 Working Group List

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New York, NY 10281

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### Andrew Kelly/Analyst

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New York, NY 10007

## UNDERWRITER FINAL OS : 2 COPIES TO EACH

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Facsimile : (610) 519-0974



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# County of Bedford, PA General Obligation Bonds, Series 2021 Working Group List

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[David.welsh@pnc.com](mailto:David.welsh@pnc.com)



## Debra Brown

---

**From:** Corey Troutman <ctroutman@susacs.com>  
**Sent:** Tuesday, July 20, 2021 1:36 PM  
**To:** Tracey Snyder  
**Subject:** CARES Contract  
**Attachments:** C000073957-LPC.pdf

Tracey,

See attached for the CARES Act Contract with DCED.

Corey A. Troutman, CPA, CGMA, CITP  
Managing Shareholder  
Susquehanna Accounting & Consulting Solutions, Inc.  
830 Sir Thomas Court, Suite 150  
Harrisburg, PA 17109  
Office: 717-561-8089 ext. 5080  
Mobile: 717-579-0047



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT**

**COVID-19 COUNTY RELIEF BLOCK GRANT CONTRACT**

This Contract, entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Department of Community and Economic Development (the "Grantor"), and

**BEDFORD COUNTY COMMISSIONERS  
200 S Juliana St  
Bedford, PA 15522-1713**

(the "Grantee").

**BACKGROUND:**

Under the provisions of the Coronavirus Aid, Relief, and Economic Security Act, 2020 Enacted H.R. 748, 116 Enacted H.R. 748, (the "CARES Act"), the U.S. Department of the Treasury is authorized to transfer funds to the Commonwealth to cover costs of the Commonwealth that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Under Article I-C entitled *Emergency COVID-19 Response*, Subarticle D, Section 130-C entitled *County Block Grant* of the act of May 29, 2020 (PL. \_\_\_\_\_, No. 24) amending the Fiscal Code (the "Act"), the Grantor is authorized to distribute funding to counties for the following purposes:

- (1) Offsetting the cost of direct county response, planning & outreach efforts related to COVID-19.
- (2) Small Business Grant Programs to support businesses with fewer than 100 employees & to support businesses and other entities that are primarily engaged in the tourism industry.
- (3) Grant programs to support the following entities for costs related to assisting businesses during the COVID-19 Disaster Emergency: Certified Economic Development Organizations, Local Development Districts, Industrial Resource Center, Small Business Development Centers, and Economic Development Corporations.
- (4) Assistance to cities, boroughs, incorporated towns or townships located within eligible counties for response and planning efforts related to COVID-19.
- (5) Behavioral Health & Substance use disorder treatment services.
- (6) Nonprofit assistance programs for entities that are an exempt organization under section 501(C)(3) or 501(C)(19) of the Internal Revenue Code of 1986.
- (7) Broadband internet deployment with priority given to unserved or underserved areas.

Pursuant to Section 213 of the act of May 29, 2020 (2A of 2020), known as the COVID-19 Emergency Supplement to the General Appropriation Act of 2019, the



General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

#### **ARTICLE I AMOUNT OF THE CONTRACT**

Subject to the terms of this Contract, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **FOUR MILLION, THREE HUNDRED TWENTY FOUR THOUSAND, SEVEN HUNDRED ELEVEN DOLLARS (\$4,324,711.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Contract shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein. Prior to approval of the Grantee's application, the Grantor evaluated the Grantee's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate level of monitoring, and, if necessary, has included specific conditions under Appendix C, Special Conditions, to address any concerns which arose during the evaluation process. (2 CFR 200.331(b) and (c)).

#### **ARTICLE II EFFECTIVE DATES**

The term of this Contract shall commence on the Effective Date (as defined below) and shall end on **DECEMBER 30, 2020**, subject to the other provisions of this Contract.

The Effective Date shall be the date the fully executed Contract is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Contract is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

#### **ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

- (a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Contract between **MARCH 1, 2020** and **DECEMBER 30, 2020** (the "Contract Activity Period") as follows:





- (1) Subject to the availability of state and federal funds and other terms and conditions of this Contract, the Grantee will be reimbursed based upon a determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Contract or amendments hereto.

Any expenditure made by the Grantee which is not in accordance with the terms of this Contract may be disapproved and payment to the Grantee may be adjusted accordingly.

- (2) Subject to the other terms and conditions of this Contract or unless otherwise directed by the Grantor, initial payments to the Grantee to effectuate activities under this Contract and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

- (3) To the extent available, the Grantee must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the Grantor. (2 CFR 200.305(b)(5)).

- (A) Program Income is defined as gross income earned by the Grantee that is directly generated by the Project or earned as a result of the grant award during the Contract Activity Period. (2 CFR 200.80).

- (B) Program Income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired pursuant to this Contract, the sale of commodities or items fabricated pursuant to this Contract, license fees and royalties on patents and copyrights, and principal and interest on loans made with funds received pursuant to this Contract. (2 CFR 200.80).

- (C) Program Income does not include interest earned on advanced payments of grant funds, nor does it include rebates, credits, discounts, and interest earned on any rebates, credits or discounts, except as otherwise provided in Federal statutes, regulations or the terms and conditions of the Federal award. (2 CFR 200.80).



- (4) Pennsylvania Electronic Payment Program
- (A) The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of grant award, the Grantee must submit or must have already submitted their ACH information to the Commonwealth's Central Vendor Management Unit at 717-214-0140 (FAX) or by mail to the Central Vendor Management Unit, Bureau of Financial Management, Verizon Tower – 6<sup>th</sup> Floor, 303 Walnut Street, Harrisburg, PA 17101-1830.
  - (B) The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Grantor's payment to the respective invoice or program.
  - (C) It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
  - (D) The Grantee may access the ACH enrollment form at [www.vendorregistration.state.pa.us/cvmu/paper/forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/forms/ACH-EFTenrollmentform.pdf).
  - (E) The Grantee may access the electronic addenda form at [http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop\\_general\\_government\\_operations/oa/oa\\_portal/omd/p\\_and\\_p/management\\_directives/financial\\_management/items/310\\_30.html](http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop_general_government_operations/oa/oa_portal/omd/p_and_p/management_directives/financial_management/items/310_30.html) by clicking on the attached pdf file and going to the last page of the pdf file.

To receive reimbursement under this Contract, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Contract shall be conditioned upon the completion of any Special Conditions set forth in Appendix C or otherwise incorporated into this Contract.



- (2) Costs allocated to program administration shall be limited to those set forth in the Budget or as otherwise revised in accordance with the amendment provisions of this Contract set forth in the Article entitled Amendments and Modifications.
  - (3) Payment by the Commonwealth and all other terms of this Contract are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Contract.
- (c) Project Account:
- (1) The Grantee is not required to establish and maintain separate depository accounts for funds received pursuant to this Contract. However, the Grantee must be able to account for the receipt, obligation and expenditure of funds received pursuant to this Contract through some sort of accounting system (the "Project Account"). (2 CFR 200.305(b)(7)(i)). The Grantee shall charge to the Project Account all approved costs of the Project. All such costs, including activities contributed by the Grantee or others and charged to the Project Account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.
  - (2) If the Grantee receives an advance payment of funds pursuant to this Contract, the Grantee must deposit and maintain the advance payment of funds received pursuant to this Contract in insured accounts whenever possible. (2 CFR 200.305(b)(7)(ii)).
- (d) Investment of Funds:
- (1) The Grantee must maintain advance payments of funds received pursuant to this Contract ("Advanced Funds") in interest-bearing accounts, unless:
    - (A) The Grantee receives less than \$120,000 in Federal awards per year;
    - (B) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances;
    - (C) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources; or
    - (D) A foreign government or banking system prohibits or precludes interest bearing accounts. (2 CFR 200.305(b)(8)).
  - (2) The Grantee may retain for administrative expenses interest earned on Advanced Funds totaling up to \$500 per calendar year. Any additional interest earned on Advanced Funds must be remitted annually to the



Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. (2 CFR 200.305(b)(9)).

(e) Conditions for Repayment of Grant Funds:

(1) Misuse or Failure to Use Funds.

- (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Contract. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
- (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Contract for purposes of and in accordance with this Contract, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
- (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall, in accordance with instructions to be provided by the Grantor, repay all grant funds received by the Grantee from the Grantor pursuant to this Contract.





(3) Direct Payment of Federal Funds.

If the Grantee receives funds granted hereunder directly from the Federal government and those funds are required to be repaid pursuant to these provisions, those funds shall be repaid to the Federal government, unless otherwise directed by the Grantor.

(f) Federal Funding Accountability and Transparency Act Provisions.

(1) Registration and Identification Information.

(A) The Grantee must maintain current registration in the System for Award Management ("SAM") ([www.sam.gov](http://www.sam.gov)) at all times during which the Grantee has active federal awards funded pursuant to this Contract. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the SAM.

(B) The Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides this information.

(2) Primary Location.

(A) The Grantee must provide to the Commonwealth the primary location of performance under the grant award, including the city, State, and zip+4. If performance is to occur in multiple locations, then the Grantee must list the location where the most amount of the grant award is to be expended pursuant to this Contract.

(B) The Grantee must provide this information to the Commonwealth along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides this information.

(3) Compensation of Officers.

(A) The Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if:

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

(a) 80 percent or more of its annual gross revenues in Federal awards; and



- (b) \$25,000,000 or more in annual gross revenues from Federal awards: and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (B) If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.
- (C) The Grantee must provide information responding to this question along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides such information responding to this question.
- (4) The Grantee must resubmit this information to the Grantor each time the total amount of funds available under this Contract increases or decreases.

**ARTICLE IV  
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) Fidelity Bonding:

Unless otherwise authorized by the Grantor, the Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property. If a check signing machine is used which is not operated under the direct supervision of the authorized signer or counter-signer, the machine operator shall be bonded in the same amount as the check-signer. The amount of the bond required shall be adequate to insure the security of all funds received under this Contract as determined by the Grantor and such bond must be maintained until the Contract is closed out by the Grantor.

(b) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Contract; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Contract, including business and



non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(c) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Contract.

**ARTICLE V  
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Contract shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Contract is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with Federal Statutes and Regulations:

The Grantee agrees to comply with all applicable federal statutes and regulations.

(b) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(c) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.



- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- (4) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (5) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (7) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and





employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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

(d) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor



cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Contract, 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 the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (5) The Contractor agrees to 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 or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (6) The contractor may obtain a current list of suspended and debarred Commonwealth contractors by searching the internet at [https://www.dqs.internet.state.pa.us/debarment\\_list](https://www.dqs.internet.state.pa.us/debarment_list).
- (7) The contractor may obtain a current list of suspended and debarred Federal contractors by either searching the internet at <https://www.sam.gov> or contacting the:

SAM Customer Service:  
Federal Service Desk  
URL: [www.fsd.gov](http://www.fsd.gov)  
Hours: 8am - 8pm (Eastern Time)  
US Calls: 866-606-8220  
International Calls: 334-206-7828



(e) Compliance with the Offset Provision for Commonwealth Contracts:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other Contract with the Commonwealth.

(f) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of the above paragraph.

(g) Reimbursement for Travel:

Reimbursement to the Grantee for any travel, lodging or meals under this Contract shall be at or below federal rates. Expenses in excess of federal rates must be paid from private funding sources. Private funding sources may not include other state or federal funds. Grantee must comply with Grantor's 2011 Fiscal Directive #1 entitled *Federal Travel and Subsistence Allowance Directive*.

(h) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(i) Contractor Integrity Provisions:

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

- (1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:



- (A) "Affiliate" means two or more entities where:
- (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
  - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
  - (iii) the entities have a common proprietor or general partner.
- (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 the execution of this contract.
- (C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.
- (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- (E) "Financial Interest" means either:
- (i) Ownership of more than a five percent interest in any business; or
  - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.





(G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

(2) In furtherance of this policy, Contractor agrees to the following:

(A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

(B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

(C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

(D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.



- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (iii) had any business license or professional license suspended or revoked;
  - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the



method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's



business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

- (j) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act:

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,





the Grantee shall:

- (A) repay all grant funds received by the Grantee from the Grantor pursuant to this Contract, in accordance with instructions to be provided by the Grantor, and
  - (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.
- (k) Right to Know Law Provisions:
- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Department of Community and Economic Development.
  - (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
  - (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
    - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
    - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
  - (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement



signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
  - (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
  - (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
  - (8) Grantee or Subgrantee 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, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
  - (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.
- (I) Federal Contracting Provisions:
- (1) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321)
    - (A) The Grantee must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.



(B) Affirmative steps must include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (v) Using the services and assistance, as appropriate, or such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) above.

(2) Procurement of Recovered Materials

If the Grantee is an agency of a political subdivision of the Commonwealth of Pennsylvania, the Grantee must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.  
(2 CFR 200.322).



(3) Remedies

All subcontracts exceeding \$150,000 must address administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(2 CFR Part 200 Appendix II (A)).

(4) Termination Provisions

All subcontracts exceeding \$10,000 must address termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for settlement.

(2 CFR Part 200 Appendix II (B)).

(5) Equal Employment Opportunity Provisions:

If the Project involves construction and the construction contract exceeds \$10,000, the Grantee must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246 entitled "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 entitled "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60 entitled "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(2 CFR Part 200 Appendix II (C)).

(6) Davis-Bacon Act Provisions:

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the Grantee pursuant to this Contract must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR part 5 entitled "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Grantee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The Grantee must report all suspected or reported violations to the Grantor. The contract must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 entitled "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United





States"). The Copeland "Anti-Kickback Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Grantee must report all suspected or reported violations to the Federal awarding agency. (2 CFR Part 200 Appendix II (D)).

(7) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (2 CFR Part 200 Appendix II (E)).

(8) Rights to Inventions Made Under a Contract or Agreement.

If the Grantee enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Contract, the Grantee must comply with the requirements of 37 CFR Part 401 entitled "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal awarding agency.  
(2 CFR Part 200 Appendix II (F)).

(9) Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended). The Grantee must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Grantor. Subcontracts in excess of \$150,000 must contain this provision.  
(2 CFR Part 200 Appendix II (G)).



(10) Debarment and Suspension.

The Grantee may not enter into subcontracts with parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 Comp. p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR Part 200 Appendix II (H)).

(11) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The Grantee and its subcontractors must when applying or bidding for an award exceeding \$100,000 file the required certification under the Byrd Anti-Lobbying Amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Grantor. (2 CFR Part 200 Appendix II (I)).

**ARTICLE VI  
ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Contract shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

**ARTICLE VII  
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.



## ARTICLE VIII INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Contract or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Contract. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Contract.

## ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Contract. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor.

A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (c) and, where applicable, must contain the federal contracting provisions as specified in the Article entitled Compliance with Applicable Statutes and Regulations subsection (l). In addition, all subcontracts involving the pass through of Contract funds to subrecipients must include the audit requirements contained in the Article entitled Contract Audit and Closeout Requirements. The Grantee is responsible for ensuring that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Grantor, through the Grantee.



## **ARTICLE X BIDDING REQUIREMENTS**

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Contract. Open and competitive bidding procedures require the Grantee to obtain a minimum of three arm's length bids from vendors capable of providing the goods and/or performing the services requested. Arm's length transactions occur when the parties to the transaction are not related to one another and each party is acting in its own self-interest. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Contract and repayment of all or a portion of the funds available under this Contract. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

## **ARTICLE XI RECORDS**

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Contract, and reflecting all matters and activities covered by this Contract. At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, the Federal awarding agency, the Inspectors General or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Contract and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of three (3) years from the date of final audit or close out of this Contract by the Grantor, except in those cases where unresolved audit questions or litigation may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved. (2 CFR 200.333).

## **ARTICLE XII PROGRESS REPORTS**

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and





proposed, employment placements, follow-up reports and any and all other information relative to the Contract as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Contract.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Contract until such time as the required reports are submitted.

### ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, *[insert name of Grantor]*."

Any publication concerning a project financed by federal funds received under a grant administered by the Grantor will acknowledge Commonwealth grant administration as follows:

"This Project was financed *[in part]* by a grant from the federal Department of *[Name]*, under the administration of the Commonwealth of Pennsylvania, *[insert name of Grantor]*."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Contract. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

### ARTICLE XIV AUDIT REQUIREMENTS

(a) Audit Clause for Federal Grants (Management Directive 325.9 (5)(c))

- (1) The Grantee must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996*; *2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.
- (2) If the Grantee is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Grantee is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

proposed and grant placement. Follow-up reports and any other information  
relating to the Grant as may be requested. The Grantor or its representative shall  
have the right to make reasonable requests to monitor the Grantee's performance  
under the Grant.

In the event that the Grantor determines that the Grantor is to be reimbursed,  
has not received such report, as required by the Grantor, the Grantor may give written  
notice to the Grantee that such payment under the Grant shall be suspended as the  
required reports are submitted.

### ARTICLE XII ACKNOWLEDGMENT OF COMMERCIAL ASSISTANCE

Any publication prepared or project financed by the Grantor will acknowledge  
Grantor's financial assistance as follows:

This Project was funded in part by a grant  
from the Government of Pennsylvania  
[insert name of Grantor]

The publication concerning a project financed by the Grantor shall be prepared under a  
grant administered by the Grantor will acknowledge Grantor as the primary sponsor  
as follows:

This Project was funded in part by a grant  
from the Federal Government of Pennsylvania  
[insert name of Grantor]

Other acknowledging said Grantor will identify Grantor as the primary sponsor in appropriate  
publications. It is expected in the event that the Grantor is not the primary sponsor, the effective  
date of the Grantor's Acknowledgment of Commercial Assistance program will be the date the  
contract with acknowledgment of other funding sources or other signs of its interest  
in the project.

### ARTICLE XIII AUG-1 REQUIREMENTS

(a) All of these for Federal Grants (Mandatory) August 2019 (AUG-1)

The Grantee must comply with all applicable Federal and state grant  
requirements including the August 2019 AUG-1 requirements of 49 CFR  
Part 200 as amended, and any other applicable law or regulation and  
any amendments to such other applicable laws or regulations that may be  
added or amended by the federal government.

If the Grantee is a local government or nonprofit organization, the  
Grantee shall be required to provide the appropriate notice to grant recipients  
and applicants with the following notice: 49 CFR Part 200.601

- (3) If the Grantee expends total federal awards of less than the threshold established by 2 *CFR* 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).
  - (4) If the Grantee is a for-profit entity, it is not subject to the auditing and reporting requirements of 2 *CFR* Part 200, *Subpart F – Audit Requirements (Subpart F)*. However, the Grantor is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the Grantor. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.
- (b) Additional Potential Components of the Single Audit Reporting Package (Management Directive 325.9 (5)(c))
- (1) 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 appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.
  - (2) In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.
- (c) Submission of the Audit Report (Management Directive 325.9 (5)(c))
- The Grantee must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.
- (d) Submission of the Federal Audit Clearinghouse Confirmation (Management Directive 325.9 (5)(c))
- The Grantee must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.

- (2) If the State's external audit report is not issued by the end of the fiscal year, the State shall submit to the OIG a copy of the report as soon as it is available for review by the OIG. The OIG shall review the report and issue a report to the State by the end of the fiscal year. The OIG shall also issue a report to the State by the end of the fiscal year regarding the State's compliance with the requirements of the State Audit Act.
- (3) The State shall submit to the OIG a copy of the report as soon as it is available for review by the OIG. The OIG shall review the report and issue a report to the State by the end of the fiscal year. The OIG shall also issue a report to the State by the end of the fiscal year regarding the State's compliance with the requirements of the State Audit Act.
- (4) The State shall submit to the OIG a copy of the report as soon as it is available for review by the OIG. The OIG shall review the report and issue a report to the State by the end of the fiscal year. The OIG shall also issue a report to the State by the end of the fiscal year regarding the State's compliance with the requirements of the State Audit Act.
- (5) The State shall submit to the OIG a copy of the report as soon as it is available for review by the OIG. The OIG shall review the report and issue a report to the State by the end of the fiscal year. The OIG shall also issue a report to the State by the end of the fiscal year regarding the State's compliance with the requirements of the State Audit Act.
- (6) The State shall submit to the OIG a copy of the report as soon as it is available for review by the OIG. The OIG shall review the report and issue a report to the State by the end of the fiscal year. The OIG shall also issue a report to the State by the end of the fiscal year regarding the State's compliance with the requirements of the State Audit Act.
- (7) The State shall submit to the OIG a copy of the report as soon as it is available for review by the OIG. The OIG shall review the report and issue a report to the State by the end of the fiscal year. The OIG shall also issue a report to the State by the end of the fiscal year regarding the State's compliance with the requirements of the State Audit Act.
- (8) The State shall submit to the OIG a copy of the report as soon as it is available for review by the OIG. The OIG shall review the report and issue a report to the State by the end of the fiscal year. The OIG shall also issue a report to the State by the end of the fiscal year regarding the State's compliance with the requirements of the State Audit Act.
- (9) The State shall submit to the OIG a copy of the report as soon as it is available for review by the OIG. The OIG shall review the report and issue a report to the State by the end of the fiscal year. The OIG shall also issue a report to the State by the end of the fiscal year regarding the State's compliance with the requirements of the State Audit Act.
- (10) The State shall submit to the OIG a copy of the report as soon as it is available for review by the OIG. The OIG shall review the report and issue a report to the State by the end of the fiscal year. The OIG shall also issue a report to the State by the end of the fiscal year regarding the State's compliance with the requirements of the State Audit Act.

- (e) Audit Oversight Provisions (Management Directive 325.9 (5)(c))
- (1) The Grantee is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
  - (2) 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 the Grantee'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 the Grantee.
  - (3) Audit Documentation and audit reports must be retained by the Grantee's auditor for a minimum of five years from the date of issuance of the audit report, unless the Grantee's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.
- (f) Project Closeout Procedures.
- The submission of a Single Audit does not exempt the Grantee from complying with project closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.

#### **ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Contract, the Grantor may suspend payments and/or request suspension of all or any part of the Contract activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During

Audit Oversight Procedures (Management Directive 27-8-11)

- (1) The Director is responsible for ensuring the necessary staff and resources are available to conduct the oversight of the contract.
- (2) The Director shall ensure the right to review and audit records of their activities and to perform an annual audit of a financial or performance nature. If deemed necessary, the Director may request that the contractor provide any such records and the contractor shall comply with such request. The Director shall ensure that the contractor's records are maintained in accordance with the requirements of the contract.
- (3) The Director shall ensure that the contractor's records are maintained in accordance with the requirements of the contract. The Director shall ensure that the contractor's records are maintained in accordance with the requirements of the contract.

Plan Oversight Procedures

The purpose of a Plan is to ensure that the contractor is providing the services and products required by the contract. The contractor shall ensure that the services and products are provided in accordance with the requirements of the contract.

ARTICLE XV  
TEMPORARY SUSPENSION OF THE CONTRACT

Contractor shall suspend performance of the contract if the Contractor is unable to provide the services and products required by the contract. The Contractor shall ensure that the services and products are provided in accordance with the requirements of the contract.

- (a) Violations of law and regulations shall constitute a breach of the contract. The Contractor shall ensure that the services and products are provided in accordance with the requirements of the contract.
- (b) Failure to comply with the terms of the contract shall constitute a breach of the contract. The Contractor shall ensure that the services and products are provided in accordance with the requirements of the contract.

During the time of suspension, the Contractor shall ensure that the services and products are provided in accordance with the requirements of the contract. The Contractor shall ensure that the services and products are provided in accordance with the requirements of the contract.

this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Contract is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Contract within a reasonable period of time.

This Contract is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Contract until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to Grantor's satisfaction, the Grantor will resume payments under this Contract.

#### **ARTICLE XVI TERMINATION OF THE CONTRACT**

The Grantor may terminate this Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

#### **ARTICLE XVII ENTIRE AGREEMENT**

This Contract, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Contract shall be construed in any manner so as to create any rights in third parties not party to this Contract. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

#### **ARTICLE XVIII AMENDMENTS AND MODIFICATIONS**

A properly executed Contract amendment is required to change the termination date of this Contract, to change the Contract Activity Period, to amend the grant amount

The period of such funds held by the Vendor shall be limited to an interest bearing program expenditures account. The Vendor may not expend any such funds during a period that the Contract is suspended except pursuant to a court order or other extraordinary circumstance. The Vendor shall have the right to draw any amount to cover such expenses that is the basis for suspension of the Contract within a reasonable period of time.

This Contract is the contract of your obligation as it relates to the Vendor's performance on contracts between the Vendor and the Grantee. The Vendor's performance includes the Grantee's timely execution of the contract that shall be an agreement or contract with the Grantee. In the event that the Vendor determines that there has been a breach of the performance of past agreement, it is the intent of the Contract by this Vendor to the Grantee, and the Vendor's obligations under the Contract will not terminate as the Grantee has indicated to the Vendor that the agreement or contract is the subject of the Contract. If the Grantee has fulfilled its obligation under past agreement or contract, the Vendor's satisfaction of the Contract will include payment under this Contract.

### ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantee may terminate the Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests or to otherwise appropriate by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be deemed to constitute a breach of contract if the Grantee is not responsible for the termination. All activities related to the prior to the date that it occurs within the scope of the Contract shall remain the responsibility of the Grantee. If a contract is terminated, it shall be returned to the Grantee or a portion thereof shall be returned and all other records shall be made available to the Grantee.

### ARTICLE XVII ENTIRE AGREEMENT

This Contract when signed by all the parties hereto constitutes the full and complete understanding and agreement of the parties to the terms and conditions set forth herein.

No provision of this Contract shall be construed to grant or deny to any party any rights in third parties not party to this Contract. It shall be the responsibility of the parties to resolve any disputes and responsibilities between the Grantee and the Vendor and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

### ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

A properly executed Contract amendment is required to modify the terms and conditions of this Contract. Any modification to the Contract shall be in writing and signed by all parties to the Contract.



or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Contract. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Contract.

#### **ARTICLE XIX SEVERABILITY**

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Contract.

#### **ARTICLE XX CONSTRUCTION**

This Contract shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

#### **ARTICLE XXI NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Contract in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]



IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

**BEDFORD COUNTY COMMISSIONERS**

Vendor Number 139071

*GRANTEE: Please sign & complete at "X's" only*

*For Commonwealth signatures only*

Commonwealth of Pennsylvania  
Acting through the  
Department of Community and  
Economic Development

**X** By: [Signature Affixed Electronically – see last page]

**X** Title [Affixed Electronically – see last page]

**X** Date [Affixed Electronically – see last page]

[Signature Affixed Electronically – see last page] \_\_\_\_\_  
Secretary/Deputy Secretary Date

**X** By: [Signature Affixed Electronically – see last page]

**X** Title [Affixed Electronically – see last page]

**X** Date [Affixed Electronically – see last page]

**Approved:**

I hereby certify that funds in the amount of  
**\$4,324,711** are available under Appropriations  
Symbol:

8772500790 2430102000 P00005000000 6600700  
2019 - \$4,324,711

*For Commonwealth signatures only*

**Approved as to Legality and Form**

Program COVID-19 County Relief Block Grant  
Contract # C000073957  
CFDA # 21.019

[Signature Affixed Electronically – see last page] \_\_\_\_\_  
Office of Chief Counsel Date

Comptroller approved as to fiscal responsibility,  
budgetary appropriateness and availability of funds:

Preapproved Form # 4-FA-17.0 \_\_\_\_\_  
Office of General Counsel Date

Preapproved Form # 4-FA-17.0 \_\_\_\_\_  
Office of Attorney General Date

[Signature Affixed Electronically – see last page] \_\_\_\_\_  
Comptroller Date

IN WITNESS WHEREOF the joint venturers have set their hands and seals at

BEDFORD COUNTY COMMISSIONERS

Bedford, West Virginia

\_\_\_\_\_

County of Pennsylvania  
Bedford County  
Department of Economic Development  
Bedford, Pennsylvania

\_\_\_\_\_

X By \_\_\_\_\_

X The \_\_\_\_\_

X Date \_\_\_\_\_

X By \_\_\_\_\_

X The \_\_\_\_\_

X Date \_\_\_\_\_

Approved

I hereby certify that there is no record of  
this instrument in the office of the Register  
of Deeds for the County of Bedford, Pennsylvania.

\_\_\_\_\_

Project: \_\_\_\_\_  
Contract: \_\_\_\_\_  
CDDA: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to legality and form

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Covid-19 County Relief Block Grant BEDFORD COUNTY

Bedford County will make expenditures necessary to respond to the COVID-19 public health emergency in compliance with Act 24 of 2020 and the CARES Act.

The purpose of this project is to offset the cost of direct county COVID-19 response; assist businesses and municipalities planning efforts, purchase PPE, offer grant programs to businesses with fewer than 100 employees that have received no other funding, increase broadband to underserved or unserved areas as well as identify tourism related Covid-19 businesses and continue to work with behavior health treatment services. Also, to include Non-Profit assistance programs that have been impacted by the pandemic.

The County of Bedford will seek funds for expenditures related to Covid-19 along with the administration of a grant program which will allow qualified organizations and businesses to apply through a program that is yet determined due to the given time frame to apply for this grant. They will retain 2% of the allotted funds to implement an application process, all while maintaining compliance of Act 24 of 2020 and the Cares Act.

Funds will be used as follows;

1. Offsetting the cost of direct county response, planning & outreach efforts related to COVID-19
2. Administration of the grant
3. Small Business Grant Programs to support businesses with fewer than 100 employees & to support businesses and other entities that are primarily engaged in the tourism industry
4. Grant programs to support the following entities for costs related to assisting businesses during the COVID-19 Disaster Emergency: CEDOs, LDDs, IRCs, SBDCs, EDCs.
5. Behavioral Health & Substance use disorder treatment services
6. Broadband internet deployment with priority given to unserved or underserved areas
7. Qualifying non-profits

	COVID-19 County Relief Block Grant	Total
Miscellaneous	\$4,324,711.00	
Administration of the Grant	\$86,494.00	\$86,494.00
COVID 19 related costs	\$4,238,217.00	\$4,238,217.00
<b>Total</b>	\$4,324,711.00	
	<b>Budget Total:</b>	\$4,324,711.00

### COVID-19 County Relief Block Grant BEDFORD COUNTY

Bedford County will make appropriate necessary to report to the COVID-19 public health emergency in compliance with Act 24 of 2020 and the CARES Act.

The purpose of this grant is to offset the cost of direct county COVID-19 response activities and municipalities planning efforts pursuant to the grant program to purchase and store up to 100 respirators that have received an approval from the Centers for Disease Control and Prevention (CDC) to use for health care workers. Also, to include non-Pharmaceutical programs that have been approved by the government.

The County of Bedford will not make any expenditures for the COVID-19 grant with the additional grant funds. The grant will allow qualified providers to purchase and use the grant funds to purchase up to 100 respirators that have received an approval from the Centers for Disease Control and Prevention (CDC) to use for health care workers. The grant will also allow for the purchase of other necessary supplies.

Funds will be used as follows:

1. Offsets for the cost of direct county response activities related to COVID-19.
2. Administration of the grant.
3. Small business and programs to support businesses in the health care industry.
4. To support businesses that are providing services in the health care industry.
5. Grant program to support the following entities: the local health care industry during the COVID-19 Disaster Emergency (CEDOR) for BEDFORD COUNTY.
6. Bedford Health & Subacute Care Center business services.
7. Bedford Health & Subacute Care Center to provide necessary supplies and services.
8. Purchasing a respirator.

Item	Amount	Total
1. Offsets for the cost of direct county response activities related to COVID-19.		
2. Administration of the grant.		
3. Small business and programs to support businesses in the health care industry.		
4. To support businesses that are providing services in the health care industry.		
5. Grant program to support the following entities: the local health care industry during the COVID-19 Disaster Emergency (CEDOR) for BEDFORD COUNTY.		
6. Bedford Health & Subacute Care Center business services.		
7. Bedford Health & Subacute Care Center to provide necessary supplies and services.		
8. Purchasing a respirator.		

## SPECIAL CONDITIONS AND ASSURANCES COVID-19 COUNTY RELIEF BLOCK GRANT PROGRAM

### Compliance Requirements

Fund payments are subject to the following requirements in the Uniform Guidance (2 CFR Part 200): 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

In addition, grantees shall submit a Financial Status Report each month beginning September 1, 2020 and continuing through December, with the final report being due on February 1, 2021. The report shall be submitted on a form to be provided by the Grantor.

### Administrative Costs

The total administrative costs at closeout shall not exceed 2% of the total eligible expenditures under this contract or \$200,000, whichever is less. If administrative expenditures exceed 2% of the total eligible expenditures under this contract or \$200,000, whichever is less, the grantee will be required to reimburse the program from nonfederal funds. Fiscal year end reconciliation will be conducted to close out fiscal expenditures. Ineligible expenditures include unexpended funds as well as funds spent on ineligible activities.

### Assurances

The Grantee makes assurances that it will carry out its responsibilities under this Contract in compliance with the following statutes, regulations or guidelines:

#### (A) Official Resolution:

Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### (B) Public Access to Records

##### Units of General Local Government and Non-Profit Organizations:

Recipients shall provide citizens reasonable access to records regarding the use of program funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality. However, in accordance with 2 CFR 200.337 public access to records held by Federal, State, local governmental entities or non-profit organizations are not subject to the Federal Freedom of Information Act (5 U.S.C. 552) and unless required by Federal, State, or local law, grantees and sub-grantees are not required to permit public access to their records.

Both Units of General Local Government and Nonprofit Organizations are subject to requests for records made pursuant to the Pennsylvania Right-To-Know Law, 65 P.S. §§ 67.101-3104, when such requests relate to or arise out of the grant agreement into which the Units of General Local Government and Nonprofit Organizations have entered into with the Department of Community and Economic Development. The Pennsylvania Right-To-Know-Law provisions appear in Section (k) of Article V, Compliance with Applicable Statutes and Department Regulations, of the grant agreement.

#### (C) Financial Requirements:

It will comply with the requirements and policies of 2 CRF Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

### COVID-19 COUNTY HEALTH BURDEN GRANT PROGRAM SPECIAL CONDITIONS AND RESURVEY

#### Compliance Requirements

Fund payments are subject to the following conditions in the Uniform Guidance (41 CFR 101-11.602) and 200.202 regarding non-federal cost (NFC) (22 USC 15022) and other applicable provisions and requirements and subject to reporting and requirements.

In addition, grantees shall submit a Financial Status Report and other required reports by September 1, 2021 and other reporting requirements with the final report due on February 1, 2022. The report shall be submitted on a form to be provided by the County.

#### Administrative Costs

The total administrative costs of this grant shall not exceed 10% of the total amount of the grant under this contract. The total amount of administrative costs shall not exceed 10% of the total amount of the grant under this contract. The grantee shall be responsible for the administrative costs of the grant. The grantee shall be responsible for the administrative costs of the grant. The grantee shall be responsible for the administrative costs of the grant.

#### Assurance

The Grantee makes a written assurance that it will comply with all applicable laws, regulations, and policies, including those relating to the grant. The Grantee makes a written assurance that it will comply with all applicable laws, regulations, and policies, including those relating to the grant.

#### (A) Official Resolution

The governing body has duly adopted or shall adopt or amend the resolution, including all amendments and supplements, and hereby certifies and warrants that the resolution is a true and correct copy of the resolution as adopted and that the resolution is in full compliance with all applicable laws, regulations, and policies, including those relating to the grant.

#### (B) Public Access to Records

Grants of County Local Government and Non-Profit Organizations. Records shall be made available to the public in accordance with the provisions of the Freedom of Information Act (5 U.S.C. 552) and all laws, regulations, and policies, including those relating to the grant. Records shall be made available to the public in accordance with the provisions of the Freedom of Information Act (5 U.S.C. 552) and all laws, regulations, and policies, including those relating to the grant.

For the purpose of this grant, the County Government and the Non-Profit Organizations are subject to the provisions of the Freedom of Information Act (5 U.S.C. 552) and all laws, regulations, and policies, including those relating to the grant. For the purpose of this grant, the County Government and the Non-Profit Organizations are subject to the provisions of the Freedom of Information Act (5 U.S.C. 552) and all laws, regulations, and policies, including those relating to the grant.

#### Financial Reporting

It will comply with the conditions of the grant and submit all required reports and financial statements to the County. It will comply with the conditions of the grant and submit all required reports and financial statements to the County.



(D) **Hatch Act**

It will comply with the provisions of the Hatch Act, P.L. 85-554 (5 U.S.C 1501 et seq.) which limits the political activity of employees.

(E) **Conflict of Interest**

It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.  
(2 CFR 200.112 Conflict of Interest)

(F) **Lobbying**

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 any 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 grant, 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.

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 Federal 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreement) and that all sub-recipients 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 section 1352, Title 31, U.S. Code. 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. (2 CFR 200.450 Lobbying)

(G) **Excessive Force**

It has adopted and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(H) **Drug Free Workplace**

It has adopted and will enforce a policy creating a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988.



Contract: C000073957 - Signature Log

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Grantee	06/18/2020	Barry Dallara	Vice-Chair, Commissioner
Grantee	06/18/2020	Josh Lang	Chair, Commissioner
Chief Counsel	06/18/2020	Busch, Jill	CWOPA Employee
Executive	06/22/2020	Remillard, Denise	CWOPA Employee
OGC		4-FA-17.0	
OAG		4-FA-17.0	
Comptroller	06/22/2020	Katalin Gotshall	Comptroller



**Debra Brown**

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**From:** Corey Troutman <ctroutman@susacs.com>  
**Sent:** Tuesday, July 20, 2021 1:36 PM  
**To:** Tracey Snyder  
**Subject:** CARES Contract  
**Attachments:** C000073957-LPC.pdf

Tracey,

See attached for the CARES Act Contract with DCED.

Corey A. Troutman, CPA, CGMA, CITP  
Managing Shareholder  
Susquehanna Accounting & Consulting Solutions, Inc.  
830 Sir Thomas Court, Suite 150  
Harrisburg, PA 17109  
Office: 717-561-8089 ext. 5080  
Mobile: [REDACTED]

Date: 1/15/2010

From: [Redacted]  
Sent: Tuesday, January 12, 2010  
To: [Redacted]  
Subject: [Redacted]  
Attachment: [Redacted]

See attached for call log dated 1/12/10.  
Lily A. [Redacted] (A) (S) (P)  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

COVID-19 COUNTY RELIEF BLOCK GRANT CONTRACT

This Contract, entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Department of Community and Economic Development (the "Grantor"), and

BEDFORD COUNTY COMMISSIONERS  
200 S Juliana St  
Bedford, PA 15522-1713

(the "Grantee").

**BACKGROUND:**

Under the provisions of the Coronavirus Aid, Relief, and Economic Security Act, 2020 Enacted H.R. 748, 116 Enacted H.R. 748, (the "CARES Act"), the U.S. Department of the Treasury is authorized to transfer funds to the Commonwealth to cover costs of the Commonwealth that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Under Article I-C entitled *Emergency COVID-19 Response*, Subarticle D, Section 130-C entitled *County Block Grant* of the act of May 29, 2020 (PL. \_\_\_\_\_, No. 24) amending the Fiscal Code (the "Act"), the Grantor is authorized to distribute funding to counties for the following purposes:

- (1) Offsetting the cost of direct county response, planning & outreach efforts related to COVID-19.
- (2) Small Business Grant Programs to support businesses with fewer than 100 employees & to support businesses and other entities that are primarily engaged in the tourism industry.
- (3) Grant programs to support the following entities for costs related to assisting businesses during the COVID-19 Disaster Emergency: Certified Economic Development Organizations, Local Development Districts, Industrial Resource Center, Small Business Development Centers, and Economic Development Corporations.
- (4) Assistance to cities, boroughs, incorporated towns or townships located within eligible counties for response and planning efforts related to COVID-19.
- (5) Behavioral Health & Substance use disorder treatment services.
- (6) Nonprofit assistance programs for entities that are an exempt organization under section 501(C)(3) or 501(C)(19) of the Internal Revenue Code of 1986.
- (7) Broadband internet deployment with priority given to unserved or underserved areas.

Pursuant to Section 213 of the act of May 29, 2020 (2A of 2020), known as the COVID-19 Emergency Supplement to the General Appropriation Act of 2019, the





General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

## ARTICLE I AMOUNT OF THE CONTRACT

Subject to the terms of this Contract, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of FOUR MILLION, THREE HUNDRED TWENTY FOUR THOUSAND, SEVEN HUNDRED ELEVEN DOLLARS (\$4,324,711.00) AND NO CENTS----- or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Contract shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein. Prior to approval of the Grantee's application, the Grantor evaluated the Grantee's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate level of monitoring, and, if necessary, has included specific conditions under Appendix C, Special Conditions, to address any concerns which arose during the evaluation process. (2 CFR 200.331(b) and (c)).

## ARTICLE II EFFECTIVE DATES

The term of this Contract shall commence on the Effective Date (as defined below) and shall end on DECEMBER 30, 2020, subject to the other provisions of this Contract.

The Effective Date shall be the date the fully executed Contract is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Contract is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

## ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

- (a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Contract between MARCH 1, 2020 and DECEMBER 30, 2020 (the "Contract Activity Period") as follows:



- (1) Subject to the availability of state and federal funds and other terms and conditions of this Contract, the Grantee will be reimbursed based upon a determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Contract or amendments hereto.

Any expenditure made by the Grantee which is not in accordance with the terms of this Contract may be disapproved and payment to the Grantee may be adjusted accordingly.

- (2) Subject to the other terms and conditions of this Contract or unless otherwise directed by the Grantor, initial payments to the Grantee to effectuate activities under this Contract and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.
- (3) To the extent available, the Grantee must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the Grantor. (2 CFR 200.305(b)(5)).
  - (A) Program Income is defined as gross income earned by the Grantee that is directly generated by the Project or earned as a result of the grant award during the Contract Activity Period. (2 CFR 200.80).
  - (B) Program Income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired pursuant to this Contract, the sale of commodities or items fabricated pursuant to this Contract, license fees and royalties on patents and copyrights, and principal and interest on loans made with funds received pursuant to this Contract. (2 CFR 200.80).
  - (C) Program Income does not include interest earned on advanced payments of grant funds, nor does it include rebates, credits, discounts, and interest earned on any rebates, credits or discounts, except as otherwise provided in Federal statutes, regulations or the terms and conditions of the Federal award. (2 CFR 200.80).



- (4) Pennsylvania Electronic Payment Program
- (A) The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of grant award, the Grantee must submit or must have already submitted their ACH information to the Commonwealth's Central Vendor Management Unit at 717-214-0140 (FAX) or by mail to the Central Vendor Management Unit, Bureau of Financial Management, Verizon Tower – 6<sup>th</sup> Floor, 303 Walnut Street, Harrisburg, PA 17101-1830.
  - (B) The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Grantor's payment to the respective invoice or program.
  - (C) It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
  - (D) The Grantee may access the ACH enrollment form at [www.vendorregistration.state.pa.us/cvmu/paper/forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/forms/ACH-EFTenrollmentform.pdf).
  - (E) The Grantee may access the electronic addenda form at [http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop\\_general\\_government\\_operation\\_s/oa/oa\\_portal/omd/p\\_and\\_p/management\\_directives/financial\\_management/items/310\\_30.html](http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop_general_government_operation_s/oa/oa_portal/omd/p_and_p/management_directives/financial_management/items/310_30.html) by clicking on the attached pdf file and going to the last page of the pdf file.

To receive reimbursement under this Contract, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Contract shall be conditioned upon the completion of any Special Conditions set forth in Appendix C or otherwise incorporated into this Contract.



- (2) Costs allocated to program administration shall be limited to those set forth in the Budget or as otherwise revised in accordance with the amendment provisions of this Contract set forth in the Article entitled Amendments and Modifications.
  - (3) Payment by the Commonwealth and all other terms of this Contract are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Contract.
- (c) Project Account:
- (1) The Grantee is not required to establish and maintain separate depository accounts for funds received pursuant to this Contract. However, the Grantee must be able to account for the receipt, obligation and expenditure of funds received pursuant to this Contract through some sort of accounting system (the "Project Account"). (2 CFR 200.305(b)(7)(i)). The Grantee shall charge to the Project Account all approved costs of the Project. All such costs, including activities contributed by the Grantee or others and charged to the Project Account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.
  - (2) If the Grantee receives an advance payment of funds pursuant to this Contract, the Grantee must deposit and maintain the advance payment of funds received pursuant to this Contract in insured accounts whenever possible. (2 CFR 200.305(b)(7)(ii)).
- (d) Investment of Funds:
- (1) The Grantee must maintain advance payments of funds received pursuant to this Contract ("Advanced Funds") in interest-bearing accounts, unless:
    - (A) The Grantee receives less than \$120,000 in Federal awards per year;
    - (B) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances;
    - (C) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources; or
    - (D) A foreign government or banking system prohibits or precludes interest bearing accounts. (2 CFR 200.305(b)(8)).
  - (2) The Grantee may retain for administrative expenses interest earned on Advanced Funds totaling up to \$500 per calendar year. Any additional interest earned on Advanced Funds must be remitted annually to the





Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. (2 CFR 200.305(b)(9)).

(e) Conditions for Repayment of Grant Funds:

(1) Misuse or Failure to Use Funds.

(A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Contract. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.

(B) If the Grantee does not use all or a portion of the funds paid under the terms of this Contract for purposes of and in accordance with this Contract, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.

(C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

(i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and

(ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall, in accordance with instructions to be provided by the Grantor, repay all grant funds received by the Grantee from the Grantor pursuant to this Contract.



(3) Direct Payment of Federal Funds.

If the Grantee receives funds granted hereunder directly from the Federal government and those funds are required to be repaid pursuant to these provisions, those funds shall be repaid to the Federal government, unless otherwise directed by the Grantor.

(f) Federal Funding Accountability and Transparency Act Provisions.

(1) Registration and Identification Information.

(A) The Grantee must maintain current registration in the System for Award Management ("SAM") ([www.sam.gov](http://www.sam.gov)) at all times during which the Grantee has active federal awards funded pursuant to this Contract. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the SAM.

(B) The Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides this information.

(2) Primary Location.

(A) The Grantee must provide to the Commonwealth the primary location of performance under the grant award, including the city, State, and zip+4. If performance is to occur in multiple locations, then the Grantee must list the location where the most amount of the grant award is to be expended pursuant to this Contract.

(B) The Grantee must provide this information to the Commonwealth along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides this information.

(3) Compensation of Officers.

(A) The Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if:

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

(a) 80 percent or more of its annual gross revenues in Federal awards; and



- (b) \$25,000,000 or more in annual gross revenues from Federal awards: and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (B) If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.
- (C) The Grantee must provide information responding to this question along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides such information responding to this question.
- (4) The Grantee must resubmit this information to the Grantor each time the total amount of funds available under this Contract increases or decreases.

**ARTICLE IV  
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) Fidelity Bonding:

Unless otherwise authorized by the Grantor, the Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property. If a check signing machine is used which is not operated under the direct supervision of the authorized signer or counter-signer, the machine operator shall be bonded in the same amount as the check-signer. The amount of the bond required shall be adequate to insure the security of all funds received under this Contract as determined by the Grantor and such bond must be maintained until the Contract is closed out by the Grantor.

(b) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Contract; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Contract, including business and



non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(c) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Contract.

**ARTICLE V**  
**COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Contract shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Contract is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with Federal Statutes and Regulations:

The Grantee agrees to comply with all applicable federal statutes and regulations.

(b) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(c) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.





- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- (4) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (5) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (7) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and



employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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

(d) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor



cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Contract, 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 the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (5) The Contractor agrees to 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 or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (6) The contractor may obtain a current list of suspended and debarred Commonwealth contractors by searching the internet at [https://www.dqs.internet.state.pa.us/debarment\\_list](https://www.dqs.internet.state.pa.us/debarment_list).
- (7) The contractor may obtain a current list of suspended and debarred Federal contractors by either searching the internet at <https://www.sam.gov> or contacting the:

SAM Customer Service:  
Federal Service Desk  
URL: [www.fsd.gov](http://www.fsd.gov)  
Hours: 8am - 8pm (Eastern Time)  
US Calls: 866-606-8220  
International Calls: 334-206-7828



(e) Compliance with the Offset Provision for Commonwealth Contracts:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other Contract with the Commonwealth.

(f) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of the above paragraph.

(g) Reimbursement for Travel:

Reimbursement to the Grantee for any travel, lodging or meals under this Contract shall be at or below federal rates. Expenses in excess of federal rates must be paid from private funding sources. Private funding sources may not include other state or federal funds. Grantee must comply with Grantor's 2011 Fiscal Directive #1 entitled *Federal Travel and Subsistence Allowance Directive*.

(h) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(i) Contractor Integrity Provisions:

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

- (1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:





- (A) "Affiliate" means two or more entities where:
- (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
  - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
  - (iii) the entities have a common proprietor or general partner.
- (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 the execution of this contract.
- (C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.
- (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- (E) "Financial Interest" means either:
- (i) Ownership of more than a five percent interest in any business; or
  - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.



- (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
  - (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.



- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (iii) had any business license or professional license suspended or revoked;
  - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the



method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's





business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

- (j) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act:

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,



the Grantee shall:

- (A) repay all grant funds received by the Grantee from the Grantor pursuant to this Contract, in accordance with instructions to be provided by the Grantor, and
  - (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.
- (k) Right to Know Law Provisions:
- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Department of Community and Economic Development.
  - (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
  - (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
    - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
    - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
  - (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement



signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
  - (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
  - (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
  - (8) Grantee or Subgrantee 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, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
  - (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.
- (l) Federal Contracting Provisions:
- (1) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321)
    - (A) The Grantee must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

