



AGENDA

PRELIMINARY AGENDA MEETING TUESDAY, APRIL 18, 2023

1. Call Meeting to order
2. Pledge of Allegiance to the Flag
3. Approval of Minutes
 - 3.A Approval of the Minutes of the Regular Meeting held April 5, 2023.
[04.05.23 Minutes.pdf](#)
4. Announcement(s)
 - 4.A Update on County's Assessment of Housing Services.
5. Grants
 - 5.A Approval to apply to the PA Gaming Control Board to renew the Local Law Enforcement Grant for the term of May 1, 2023 to April 30, 2024.
[2023 Local Law Enforcement Application.pdf](#)
 - 5.B Approval to apply for the Insurance Fraud Prevention Authority Grant for the term of July 1, 2023 to June 30, 2024 in the amount of \$904,203.00.
[IFPA Grant Granicus.pdf](#)
 - 5.C Approval to accept seven grants in the amount of \$1,244,025 from the Commonwealth Financing Authority (CFA) Local Share Accounts (LSA).
[LSA grants 2023.docx](#)
 - 5.D Approval to accept funds from the PA Department of Health in the amount of \$150,000 to support lead abatement of six residential units. Funding will be available to eligible homeowners and landlords for residences occupied with children under the age of six. Subject to Solicitor's approval.
[PA Dept. of Health - Grant Agreement.pdf](#)
 - 5.E Approval to accept a \$15,000 Grant from the Pennsylvania Department of Military and Veterans Affairs for Fiscal Year 2022-23.
[Award Letter.pdf](#)
[Grant Agreement.pdf](#)

6. Advertisements

- 6.A Approval to advertise for the installation of a temporary gravel parking lot along Reed Road at the former Don Guanella property in Marple Township. Subject to Solicitor's approval.
[BID - RFP TIMELINE - SITE IMPROVEMENT at FORMER DON GUANELLA PROPERTY - APR. 2023.pdf](#)

7. Agreements / Contracts / Amendments / Purchases

- 7.A Approval of Professional Services Agreement with Thomson Reuters Court Management Solutions for a term of five (5) years to April 19, 2028 for an amount not to exceed \$2,207,769.00. This Agreement will encompass three separate components: 1) moving our existing Civil Case Management System to the Microsoft Azure cloud; 2) upgrading the Case Management System; and 3) moving Family Law section filings (Divorce and Custody) to electronic filing. There are milestone payments related to this Agreement, as well as annual payments over the course of the five-year Agreement.
- 7.B Approval of Maintenance Software Agreement with MTS Solutions for the term of January 1, 2023 through December 31, 2023 in the amount \$125,782.27. Subject to Solicitor's approval.
[Delaware County 2023 renewal.pdf](#)
[Sole Source DELCO \(002\).pdf](#)
- 7.C Approval of a Settlement Proposal for a new Collective Bargaining Agreement and between the County of Delaware and the Delaware County Lodge No. 27 of the Fraternal Order of Police on behalf of the members of the Delaware County Criminal Investigative Division (CID) covering the period of January 1, 2023 through December 31, 2026 and approval of the interfund transfer from the Budget Contingency to the District Attorney's Office budget in the General Fund of \$145,103.98 for the salary adjustments; \$55,125 in clothing allowance and \$120,000 for Premium Pay as allowed under the American Rescue Plan Act (ARPA). Subject to Solicitor's approval.
[230329 - FOP Settlement Agreement 4 Yr.pdf](#)
- 7.D Approval of change orders #1 and #2 to contract # eDPW-101922-A between the County of Delaware and Hirschberg Mechanical LLC for the Domestic Hot Water Replacement capital project at G.W. Hill Correctional Facility in the amount of \$15,743.38. The value of the contract will increase from \$783,140 to \$798,883. Subject to Solicitor's approval.
[Hirschberg Mechanical. Change orders #1 and 2.pdf](#)
[Hirschberg 120722 Agenda Item.pdf](#)
- 7.E Approval of Early Learning Resource Center Regulated Agreements for the attached list of Fiscal Year 22/23 for the increased provision of subsidized childcare. Subject to Solicitor's approval.
[2302 ELRC FY_2223.pdf](#)
- 7.F Approval to Amend Agreement #ELRC 138/19 between the County of Delaware Early Learning Resource Center and A Childs Place Extended Care Inc to add site

- #46 to their Early Learning Resource Center Agreement, due to accepting subsidized childcare clients. Subject to Solicitor's approval.
[2335 Amend ELRC 138_19 A Childs Place Extended Care Inc.pdf](#)
- 7.G Approval to participate in the development and submission of the Advancing Wellness and Resiliency in Education Grant. Subject to Solicitor's approval.
[Advancing Wellness and Resiliency in Education \(AWARE\) Grant_Summary Page.pdf](#)
[Fiscal Year 2023_Project AWARE_Advancing Wellness and Resiliency in Education_Notice of Funding Opportunity.pdf](#)
- 7.H Approval of an Agreement between the County of Delaware and Cumberland Hospital for Children and Adolescents for patient care. Subject to Solicitor's approval.
[Cumberland_Agreement_Upload.pdf](#)
- 7.I Approval to Amend the agreement between the PA DOH and Delaware County Health Dept. Grant Agreement #4100092542 to accept additional subsequently available funds (SAF) (\$55,240.00 original amended SAF I \$36,745 amendment SAF II \$24,475 = Total Budget \$116,460) from the PA DOH to provide additional or expanded services in the Tuberculosis control program for period July 1, 2022 through June 30, 2023. Subject to Solicitor's approval.
[TB SAP# 4100092542 Fully Executed 8_2022.DT.pdf](#)
[4100092542 SAF1 Executed.pdf](#)
[FED 4100092542 SAF2 \(002\).pdf](#)
- 7.J Approve Contract Amendment with Strategic Versatility to increase the Contract from \$30,000 by an additional \$25,000 for further development of the DCHD leadership team including work on the structure/organization of the Health Department, behavioral and skill development/assessment, additional enhanced cross functional manager/staff training, executive level coaching and development on overall leadership effectiveness. Subject to Solicitor's approval.
[Council Approval- Strategic Versatility- Leadership Training 11-16-22.pdf](#)
[DCHD Phase II Options 03_06_23 \(002\).pdf](#)
[Strategic Versatility Amendment - 2023.docx](#)
- 7.K Approval of a Professional Services Agreement between the County of Delaware and Kronos SaaS, Inc., a UKG company for an amount not to exceed \$38,560.00 for a period of three years eff. 90 days from signature 04/19/2023 expected term 07/19/2023-07/19/2026. Pricing includes implementation and configuration, training for admin and end users, and assoc. software/hardware and subscriptions. Subject to Solicitor's approval.
[Delaware County Dept of Health Q-147916 WFR Net New 4.5.23 order packet r4.pdf](#)
- 7.L Approval for Workforce Development to modify a contract with Maximum Security Firm, LLC increasing the amount from \$50,000 to \$50,288.
[Service Ageement Maximum.pdf](#)
- 7.M Approval for Workforce Development to modify an Incumbent Worker Training

contract with the City of Chester. The contract amount would increase from \$22,000 to \$44,000 due to an increase in the number of workers trained.
[Master Agreement City of Chester.pdf](#)

7.N Approval for Workforce Development to enter a contract with KDI Office Technology Inc for On-the-Job Training with up to \$5,000 per worker. Subject to Solicitor's approval.
[KDI Master Agreement.docx](#)

7.O Acceptance of public comment for the County's Proposed 2023 Annual Action Plan. The proposed list of awards was approved by County Council on March 15, 2023 and advertised in the March 23, 2023 Philadelphia Inquirer.
[2023 Action Plan - Proposed List of Awards.pdf](#)
[Marcus Hook Request.pdf](#)

7.P Approval of amendment and grant of authority to advertise the following housing and community development 2022 Action Plan amendment as it relates to the HOME Investment Partnerships Program. Allocate an additional \$100,000 to the Chester Community Improvement Project to provide down payment and closing cost assistance to eligible households. Subject to a 30 day comment period and Solicitor approval.
[CCIP - Request for Additional Funds.pdf](#)

7.Q Approval of a license agreement with Capozzoli's Catering to operate a cafeteria for County employees and visitors in the County Courthouse and Government Center for a period starting on April 20, 2023, and ending on December 31, 2025, and with a license fee of \$12,000 per year. Subject to Solicitor's approval.
[Capozzoli Agreement 2023.docx](#)

7.R Approval of the Delaware County Hazardous Materials Emergency Response Preparedness Report (HMERP) as to be an accurate assessment of the threat posed by hazardous materials in the county and an acceptable plan to counter or mitigate the threat as described in PA Act 165 and PEMA Directive D2022-01.
[Delaware County Annual HAZMAT Report - Data 2023.pdf](#)
[Delaware County CSP Annual Report 2023.pdf](#)

7.S Approval to Reject all bids for the Digital Signage Project.

8. Miscellaneous

8.A Approval of Reallocation of \$231,000 in ARPA funding that was originally allocated to the county Wide Vision Zero Plan.
[ARPA reallocation of Vision Zero funds.docx](#)

8.B Approval to authorize the Chief Administrative Officer to execute for and on behalf of the County all required applications, forms and documents to obtain financial assistance related to the COVID-19 Emergency through the Pennsylvania Emergency Management Agency (PEMA) and the Federal Emergency Management Agency (FEMA).

8.C Approval to Request for an Inter-Fund Center Transfer of \$200K from the

Contingency Line to fund the operating costs (non personnel) of the newly combined Civil Defense Budget.
[2937 budget for 2023 adjustment to \\$200K.xls](#)

9. Tax Collection Refund(s)

9.A Approval of Central Tax Collection Department's request for refunds for the years 2022 and 2023 County Real Estate Taxes for seventeen (17) property owners due to the overpayment of the amount of taxes due.

10. Request by the Controller's Office for payment of current bills

11. Communications from the Chief Administrative Officer

12. Solicitor

13. Public Comment

14. Council Remarks

15. Adjourn



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Anne Coogan, County Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: Approval of the Minutes of the Regular Meeting held April 5, 2023.

EXPENSE BUDGET LINE ITEM n/a
ACCOUNT:

ESTIMATED/ACTUAL COST OF no cost
REQUEST:

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[04.05.23 Minutes.pdf](#)

PRESENT: Dr. Monica Taylor, Chair; Elaine Paul Schaefer, Vice Chair; Kevin M. Madden, Council Member; Christine A. Reuther, Council Member; Richard Womack, Council Member; Howard Lazarus, Executive Director; William F. Martin, Solicitor; Anne M. Coogan, County Clerk and other department heads.

The Regular Meeting of Delaware County Council was held on April 5, 2022 at 6:00 pm in the County Council Meeting Room, Government Center Building, located at 201 West Front Street, Media, PA and was live streamed. Vice Chair Schaefer called the meeting to order, followed by the Pledge of Allegiance.

Vice Chair Schaefer stated Council has been in executive session today to discuss Labor and Litigation.

3) Public Comment

4) Approval of Minutes

4.A Approval of the Minutes of the Regular Meeting held March 15, 2023.

Motion made by Christine A Reuther to approve the Minutes of the Regular Meeting held March 15, 2023. The motion was seconded by Richard Womack and carried unanimously.

5) Announcement(s)

5.A Delco Greenways Presentation.

5.B Announcement: April 23-29 is National Library Week.

5.C Update - Office of the County Controller.

5.D Update - Health Department.

6) Consent Agenda Items

Motion made by Elaine Paul Schaefer to approve the following Consent Agenda items:

6.A Approval to advertise for Requests for Proposal to contract with experienced library consultants to evaluate the Delaware County Library System's current service model. Subject to Solicitor's approval.

6.B Approval to advertise a Request for Proposal for Indefinite Demand and Indefinite Quantity (IDIQ) for Architectural, Structural, Civil and Landscape Architecture design firms. Subject to Solicitor's approval.

6.C Approval to advertise a Request for Proposal for Indefinite Demand and Indefinite Quantity (IDIQ) for Mechanical, Plumbing, Electrical (MEP) and Fire Protection engineering firms. Subject to Solicitor's approval.

6.D Approval to advertise for Request for Proposals (RFP) for maintenance and repair of emergency communication radio frequency equipment and network systems for the Department of Emergency Services. Subject to Solicitor's approval.

6.E Approval to apply to the Auto Theft Prevention Authority in the amount of \$701,071.00 from 7/1/23 - 6/30/25.

6.F Approval to accept Grant Agreement Award for High intensity Drug Trafficking Areas Program (HIDTA) in the amount of \$27,000.00 for the period of 1/12023 to 12/31/2024. Subject to Solicitor's approval.

6.G Approval of Memorandum of Agreement between Delaware County CID and PA State Police for reimbursement of salary, benefit and other expenditures for a CID detective assigned to the Municipal AutoTheft/Motor Vehicle Insurance Fraud Task force in an amount of \$197,050.00 for 2023-2024. Subject to Solicitor's approval.

6.H Approval to accept the state funding opportunity: Improving Investigations of 18 pa. C.S. 6312, which is funding specific for the Pennsylvania Internet Crimes Against Children Task Force to support training and equipment in the amount of \$500,000 with an expiration date of 06/30/2023.

6.I Approval of Grants by the Delaware County Interactive Gaming Revenue Authority in the aggregate amount of \$33,058.30 as shown on the attached report.

6.J Approval of a Grant to Chester City in the amount of \$282,500 for the demolition and clearance of ten vacant structures located at 725 - 731 Caldwell Street, 427 - 429 Rose Street, 2703 - 2705 Lehman Street, 2709 Lehman Street and 2601 West 3rd Street. Subject to Solicitor's approval.

6.K Approval to submit for the 2022 Emergency Management Performance Grant to PEMA for the performance period of October 1, 2022, through September 30, 2023. The grant award reimburses a portion of County Emergency Managers' salaries for the performance of their duties.

6.L Approval to submit a grant application to the PA Department of Conservation and Natural Resources, Community Conservation Partnership Program for funding to complete final design of the Darby Creek Trail Phase 2, and to commit matching funds should the grant be awarded.

6.M Approval to submit a grant application to Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnership Program for funding assistance towards a project to expand the trailhead parking lot for the Chester Creek Trail's Knowlton Road trailhead due to ongoing parking demand.

6.N Approval of Ratification of the submittal of the Court Interpreter Services Grant: Application for Language Access Reimbursable Costs in the amount of \$200,197.71. The application was due April 1, 2023.

6.O Approval of a Professional Services Agreement with Miller 3 Consulting, Inc. to perform a Disparity Study for County public works projects for a cost not to exceed \$406,825.00. Subject to Solicitor's approval.

6.P Approval to award contract with Earth Data Inc. in the amount of \$39,763.00 for scanning and digitizing of maps for Delaware County Planning. Subject to Solicitor's approval.

6.Q Approval of First Amendment to Commercial Lease Agreement between County of Delaware ("Lessor") and Pennsylvania Resources Council, Inc., a Pennsylvania Non-Profit Corporation ("Lessee") for the Pennsylvania Resources Council, Eastern Regional Office, for the office space located at the Leedom House, second floor offices, 1671 N. Providence Road, Media, PA 19063 amending the Commercial Lease Agreement to include a Three (3) year Renewal Lease Term Option to begin May 1, 2023 and terminate April 30, 2026 with two (2) additional one (1) year Lessee Renewal Term Options, rent to remain at \$6,000.00 per year, \$500.00 per month. Subject to Solicitor's approval.

6.R Approval to Amend Contract with Phoenix Graphics for an additional amount of \$4,455.50 for a total amount of \$120,518.90 for Printing of Election Day ballots for the 2023 Primary and Municipal elections. Subject to Solicitor's approval.

6.S Approval to ratify County Council Chair's permission to apply for County Funding Opportunity: Community Mental Health Services Block Grant American Resource Plan Act of 2021 Funding Implementing the Substance Abuse Mental Health Services Administration Roadmap to Crisis Services: Partnership Advancement Opportunity in the amount of \$250,000.00. Subject to Solicitor's approval.

6.T Approval to amend Contract #MH 22/21 between the Department of Human Services, Mental Health, and Holcomb Behavioral Health Systems for Fiscal Year 2021/2022 to add funds in the amount of \$92,000 for the purpose of recruitment and retention of staff. Subject to Solicitors approval.

6.U Approval to amend Contract #CYS-P 88/22 between the Department of Human Services, Children and Youth Services, and Woods Services, Inc to add the Short-Term Autism Residential Treatment Program. Subject to Solicitor's approval.

6.V Approval to enter into a contractual agreement between the Department of Human Services, Children & Youth Service and The Metochoi Group dba 3rd Millennium Classrooms. Subject to Solicitor's approval.

6.W Approval of Early Learning Resource Center Regulated Agreements for the attached list of Fiscal Year 22/23 for the increased provision of subsidized childcare. Subject to Solicitor's approval.

6.X Approval to amend Agreement #ELRC 288/18 between the County of Delaware Early Learning Resource Center and Community Education Alliance of West Philadelphia to add site #3 to their Early Learning Resource Center Agreement, due to accepting subsidized childcare clients. Subject to Solicitor's approval.

6.Y Approval to enter into a contractual agreement between the Department of Human Services, Children and Youth Services, and Hugh S. Smith, Ph.D. & Associates, P.C. #JPO-A 90/22. Subject to Solicitor's approval.

6.Z Approval to enter into a wavier contractual agreement between the Department of Human Services, Early Intervention, and Robert W. Dodds dba Robert W. Dodds, LLC. Subject to Solicitor's approval.

6.AA Approval to amend Contract #CYS-P 31/22 between the Department of Human Services, Children and Youth Services and Cornell Abraxas Group, LLC to include the additional service of both Abraxas PATH GPS and PATH Program (Community Rate). The rate for this new service is as follows, Abraxas PATH Program (Community Rate): \$60.00 Abraxas PATH GPS Services: \$25.00. Subject to Solicitor's approval.

6.AB Approval to amend Contract #CYS-P 197/22 between the Department of Human Services, Children and Youth Services and Pathways Adolescent Center, Inc. to change the rates for Pathways services to their requested rates for FY 2022/2023. The new rates for Pathways Adolescent Center, Inc's services are as follows: Pathway Adolescent Center 1: \$211.34, Pathway Adolescent Center 2: \$211.34, New Beginnings: \$236.28, Transitional Living #2: \$226.23, Transitional Living #3: \$226.23, New Beginnings Transitional Living: \$226.23, Trans Living: 226.23. Subject to Solicitor's approval.

6.AC Approval to amend Agreement #HS-A 2/14 between the County of Delaware, Department of Human Services, and General Healthcare Resources, LLC. Subject to Solicitor's approval.

6.AD Approval to amend the contract between the County of Delaware and KCBA Architects for professional design services to complete the feasibility study and program of requirements for Central Intake. The contract will be amended by \$18,400 and bring the total value of the contract to \$85,210. Subject to Solicitor's approval.

6.AE Approval to award Contract #eDPW-030123 between the County of Delaware and Donald E. Reisinger, Inc. for the Redwood Senior Center Roof Replacement in an amount not to exceed \$296,600. Subject to Solicitor's approval.

6.AF Approval of change order #1 with L.J. Paoella for additional wood framing and sheathing required to complete the Woodburne Mansion emergency roof stabilization capital project in Little Flower Park for an amount not to exceed \$11,304.00. Contract #eDPW- 011422 will increase from \$167,300.00 to \$178,604.00. Subject to Solicitor's approval.

6.AG Approval of change order #1 with S.B. Conrad, Inc. for minor brick pointing and the installation of galvanized steel risers for the exterior staircase at Building #4 at the Fair Acres Geriatric Center in the amount of \$3,932.88. The total contract # eDPW-110222 will increase from \$42,000.00 to \$45,932.88. Subject to Solicitor's approval.

6.AH Approval to compensate Ridley Township in the amount of \$6,757.00 for temporary construction easements and the acquisition of portions of their property located at 0 Michigan Avenue, Swarthmore, PA 19081. All related to the reconstruction of Delaware County Bridge #210. Subject to Solicitor's approval.

6.AI Approval to authorize a maintenance agreement for County Bridge #221, Michigan Avenue over Little Crum Creek, between the County of Delaware and Ridley Township. Subject to Solicitor's approval.

6.AJ Approval of a Lease Agreement between the County and the Delaware County Economic Development Oversight Board, for the lease of approximately 3,074 square feet, located on the 2nd floor of 2 West Baltimore Avenue, for a term of three (3) years, with a single three-year renewal term.

6.AK Approval to request additional American Rescue Plan Act funds in an amount not to exceed \$75,000 for the purpose of a Library Services systemwide evaluation. Funds will be used to engage a library consultant. Subject to Solicitor's approval.

6.AL Approval to apply a portion of the unencumbered American Rescue Plan Act (ARPA) funds previously allocated by Council to Fire Companies to provide \$25,000.00 grants to two (2) Volunteer Ambulance Corps (Marple Ambulance Corp and Springfield Ambulance Corp) chartered within Delaware County in support of lost revenues and fund-raising efforts adversely impacted by the COVID-19 pandemic. Individual awards are subject to the execution of individual agreements. Subject to Solicitor's approval.

6.AM Approval of to Adopt the Delaware County Emergency Operations Plan in accordance with the Pennsylvania Emergency Management Services code 35 PA, that mandates the County prepares, maintains, and keeps current an Emergency Operations Plan for the prevention and minimization of injury and damage occurring as a result of an emergency incident or disaster occurring within the County of Delaware.

The motion was seconded by Kevin M Madden and carried unanimously.

7) Tax Collection Refund(s)

7.A Approval of Central Tax Collection Department's request for refunds for the years 2022 and 2023 County Real Estate Taxes for seven (7) property owners due to the overpayment of the amount of taxes due.

Motion made by Elaine Paul Schaefer to approve Central Tax Collection Department's request for refunds for the years 2022 and 2023 County Real Estate Taxes for seven (7) property owners due to the overpayment of the amount of taxes due. The motion was seconded by Christine A Reuther and carried unanimously.

8) Request by the Controller's Office for payment of current bills

Motion made by Elaine Paul Schaefer to approve the Request by the Controller's Office for payment of current bills. The motion was seconded by Richard Womack and carried unanimously.

9) Communications from the Chief Administrative Officer

10) Solicitor

10.A Approval to file two (2) Petitions for the Termination of Parental Rights and one (1) Consent for Adoption with the Orphans Court.

Motion made by Christine A Reuther to file two (2) Petitions for the Termination of Parental Rights and one (1) Consent for Adoption with the Orphans Court. The motion was seconded by Elaine Paul Schaefer and carried unanimously.

11) Public Comment

12) Council Remarks

13) Adjourn

Motion made by Christine A Reuther to adjourn. The motion was seconded by Elaine Paul Schaefer and carried unanimously.

ANNE M. COOGAN, County Clerk



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Sandy Garrison, Human Services

ITEM TYPE: Announcement(s)

AGENDA SECTION: Announcement(s)

SUBJECT: Update on County's Assessment of Housing Services.

EXPENSE BUDGET LINE ITEM ACCOUNT: n/a

ESTIMATED/ACTUAL COST OF REQUEST: n/a

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Anne DeMutis,CID

ITEM TYPE: Grant

AGENDA SECTION: Grants

SUBJECT: Approval to apply to the PA Gaming Control Board to renew the Local Law Enforcement Grant for the term of May 1, 2023 to April 30, 2024.

EXPENSE BUDGET LINE ITEM 24-1953
ACCOUNT:

ESTIMATED/ACTUAL COST OF \$250,000.00
REQUEST:

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS: Approval to Submit Grant

ADDITIONAL COMMENTS: No County monies.

ATTACHMENTS:
[2023 Local Law Enforcement Application.pdf](#)

Print Form



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAMING CONTROL BOARD

Application for Local Law Enforcement Grant Program

(Please refer to Program Guidelines for eligibility criteria and other relevant information.)

APPLICANT INFORMATION

Applicant Name Delaware County District Attorney's Office

Co-Applicant (if applicable) _____

Mailing Address 201 W. Front Street

City Media State PA Zip 19063

Person to be contacted on matters involving this application:

Name Jack Stollsteimer Title District Attorney

Phone 610-891-4168 Email stollsteimerj@co.delaware.pa.us

EMPLOYER IDENTIFICATION NUMBER (EIN)

2 3 - 6 0 0 3 0 4 6

AREAS SERVED BY THE LOCAL LAW ENFORCEMENT AGENCY

County Delaware Population Served by this Project 561,635

Municipalities Served See Attached List

PA House District # 159-166, 168, 185 & 191 PA Senate District # 8, 9, 17 & 26

If this application involves two or more law enforcement agencies, attach a separate sheet of paper listing each agency, population served, municipalities served and their respective legislative jurisdictions.

PROXIMITY TO NEAREST LICENCED GAMING FACILITIES

Facility	Approximate Miles from Facility
<u>Harrah's Philadelphia Casino Racetrack,</u>	<u>6</u>
<u>Chester, Delaware County</u>	

Licensed Gaming Facilities

- Mohegan Sun at Pocono Downs, Luzerne County
- Parx Casino, Bucks County
- Harrah's Chester, Delaware County
- Presque Isle Downs & Casino, Erie County
- The Meadows Racetrack & Casino, Washington County
- Hollywood Casino at Penn National, Dauphin County

- Mount Airy Casino & Resort, Monroe County
- Sands Bethworks, Northampton County
- The Rivers Casino, Allegheny County
- SugarHouse, Philadelphia
- Valley Forge Casino, Montgomery County
- Nemacolin Resort, Fayette County

Applicant Name: Delaware County District Attorneys Office

Date: 4/3/2023

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MUNICIPALITIES

MUNICIPAL OFFICIALS DIRECTORY - PDF



Aldan Borough

1 W. Providence Road
Aldan, PA 19018
Phone: 610-626-3554
Fax: 610-622-3597
Email: aldanborough@comcast.net
Web: <http://www.aldan-boro.org/>



Aston Township

2 New Road, Suite 123
Aston, PA 19014
Phone: 610-494-1636
Fax: 610-494-8916
Email: astonweb@astontownship.net
Web: <http://www.astontownship.net/>



Bethel Township

1092 Bethel Road
Garnet Valley, PA 19060
Phone: 610-459-1529
Fax: 610-459-2921
Email: township.manager@betheltwp.com
Web: <http://www.betheltwp.com/>



Brookhaven Borough

2 Cambridge Road, Suite 100
Brookhaven, PA 19015
Phone: 610-874-2557
Fax: 610-874-2612
Email: townhall@brookhavenboro.com
Web: <http://www.brookhavenboro.com/>



Chadds Ford Township

10 Ring Road
Chadds Ford, PA 19317
Phone: 610-388-8800
Fax: 610-388-5057



Middletown Township

27 N. Pennell Road
P.O. Box 157
Lima, PA 19037
(610) 565-2700
f: (610) 566-3640
Monday - Friday 8:00am - 4:00pm
Email: JMcMullan@middletowndelcopa.gov
Web: <http://www.middletowndelcopa.gov/>



Millbourne Borough

9 Park Avenue
Millbourne, PA 19082
Phone: 610-352-9080
Fax: 610-352-9081
Email: manager@millbourneborough.org
Web: <http://www.millbourneborough.org/>



Morton Borough

Sycamore & Highland Avenues
Morton, PA 19070
Phone: 610-543-4565
Fax: 610-543-8392
Email: mortonboro@rcn.com
Web: <http://mortonpa.org/>



Nether Providence Township

214 Sykes Lane
Wallingford, PA 19086
Phone: 610-566-4516
Fax: 610-892-2890
Email: cdgrady@netherprovidence.org
Web: <http://www.netherprovidence.org/>



Newtown Township

209 Bishop Hollow Road
Newtown Square, PA 19073
Phone: 610-356-0200
Fax: 610-356-8722

Email: INFO@ChaddsFordPA.gov
 Web: <http://www.chaddsfordpa.gov/>

Email: snoase@newtowntownship.org
 Web: <http://www.newtowntownship.org/>

**Chester City**

1 Fourth Street
 Chester, PA 19013
 Phone: (610) 447-7700
 Fax: 610-447-7794
 Email: cnewsome@chestercity.com
 Web: <http://www.chestercity.com/>

**Norwood Borough**

10 W. Cleveland Avenue
 Norwood, PA 19074
 Phone: 610-586-5800
 Fax: 610-586-5802
 Email: rjpoole@norwood-boro.org
 Web: <https://www.norwoodborough.org/>

**Chester Heights Borough**

P.O. Box 658
 53 W. Baltimore Pike, 2nd Floor
 Chester Heights, PA 19017
 Phone: 610-459-3400
 Fax: 610-459-1282
 Email: info@chesterheights.org
 Web: <http://www.chesterheights.org/>

**Parkside Borough**

22 E. Elbon Road
 Parkside, PA 19015
 Phone: 610-876-3659
 Fax: 610-876-6641
 Email: office@parksideborough.com
 Web: <https://www.parksideborough.com>

**Chester Township**

1150 Engle Street
 Chester, PA 19013
 Phone: 610-494-4149
 Fax: 610-494-4914
 Email: dzimmerman@chestertownshippolice.org
 Web: <https://townshipofchester.com>

**Prospect Park Borough**

720 Maryland Avenue
 Prospect Park, PA 19076
 Phone: 610-532-1007
 Fax: 610-532-3514
 Email: dhurst@prospectparkborough.com
 Web: <http://www.prospectparkboro.com/>

**Clifton Heights Borough**

30 S. Springfield Road
 Clifton Heights, PA 19018
 Phone: 610-623-1000
 Fax: 610-623-3343
 Email: info@cliftonheightspa.gov
 Web: <http://www.cliftonheightsboro.com/>

**Radnor Township**

301 Iven Avenue
 Wayne, PA 19087
 Phone: 610-688-5600
 Fax: 610-971-0450
 Email: phagan@radnor.org
 Web: <http://www.radnor.com/>

**Collingdale Borough**

800 MacDade Boulevard
 Collingdale, PA 19023
 Phone: 610-586-0500
 Fax: 610-586-9065
 Email: dlare@collingdaleborough.com
 Web: <http://www.collingdaleborough.com/>

**Ridley Park Borough**

105 E. Ward Street
 Ridley Park, PA 19078
 Phone: 610-532-2100
 Fax: 610-532-2447
 Email: manager@ridleyparkborough.org
 Web: <http://www.ridleyparkborough.org/>

**Colwyn Borough**

221 Spruce Street
 Colwyn, PA 19023
 Phone: 610-461-2000
 Fax: 610-461-2709
 Email: rknox@colwynborough.com
 Web: <http://www.colwynborough.com/>

**Ridley Township**

100 E. MacDade Boulevard
 Folsom, PA 19033
 Phone: 610-534-4800
 Fax: 610-534-2545
 Email: contact@ridleytwp.org
 Web: <http://www.ridleytwp.org/>

**Concord Township**

43 Thornton Road
 Glen Mills, PA 19342
 Phone: 610-459-8911
 Fax: 610-459-8917

**Rose Valley Borough**

P.O. Box 196
 Rose Valley, PA 19065
 Phone: 610-566-2040
 Fax: 610-892-7275
 Email: rosevalleyborough@comcast.net
 Web: <http://rosevalleyborough.org/>

Email: office@concordtownship.org
 Web: <https://www.townshipofconcord.com/>

✓ **Darby Borough**
 1020 Ridge Avenue
 Darby, PA 19092
 Phone: 610-586-1102
 Fax: 610-534-1987
 Email: markpossenti@comcast.net
 Web: <http://www.darbyborough.com/>

✓ **Darby Township**
 21 Batram Avenue
 Glenolden PA 19036
 Phone: 610-586-1514
 Fax: 610-586-0779
 Email: general_information@darbytwp.org
 Web Site: <http://www.darbytwp.org/>

✓ **East Lansdowne Borough**
 Emerson and Lexington Avenues
 East Lansdowne, PA 19050
 Phone: 610-623-7131
 Fax: 610-259-2636
 Email: bcallahan131@gmail.com
 Web: <http://www.eastlansdowne.org/>

✓ **Eddystone Borough**
 1300 E. 12th Street
 Eddystone, PA 19022
 Phone: 610-874-1100
 Fax: 610-874-1605
 Email: ttores@eddystoneboro.org
 Web: <http://www.eddystoneboro.org/>

✓ **Edgmont Township**
 P.O. Box 267
 Gradyville, PA 19039
 Administrative Office:
 1000 Gradyville Road
 Phone: 610-459-1662
 Fax: 610-459-3760
 Email: manager@edgmont.org
 Web: <http://www.edgmont.org/>

✓ **Folcroft Borough**
 1555 Elmwood Avenue
 Folcroft, PA 19032
 Phone: 610-522-1305
 Fax: 610-522-1114
 Email: manager@folcroftborough.org
 Web: <http://www.folcroftborough.com/>

✓ **Glenolden Borough**
 36 Boon Avenue
 Glenolden, PA 19036
 Phone: 610-583-3221
 Fax: 610-583-2040

✓ **Rutledge Borough**
 212 Unity Terrace
 Rutledge, PA 19070
 Phone: 610-544-1028
 Email: rutledgepamanager@gmail.com
 Web: <http://www.rutledgepa.org/>

✓ **Sharon Hill Borough**
 250 Sharon Ave
 Sharon Hill, PA 19079
 Phone: (610) 586-8200
 Fax: (610) 586-3991
 Email: admin@sharonhillboro.com
 Web: <http://sharonhillboro.com/>

✓ **Springfield Township**
 50 Powell Road
 Springfield, PA 19064
 Phone: 610-544-1300
 Fax: 610-544-3012
 Email: Springfield@Springfielddelco.org
 Web: <http://www.springfielddelco.org/>

✓ **Swarthmore Borough**
 121 Park Ave.
 Swarthmore, PA 19081
 Phone: 610-543-4599
 Fax: 610-543-1833
 Email: swarthmore2@comcast.net
 Web: <http://www.swarthmorepa.org/>

✓ **Thornbury Township**
 6 Township Drive
 Cheyney, PA 19319-1020
 Phone: 610-399-8383
 Fax: 610-399-3162
 Email: Geoff@Thornbury.org
 Web: <http://www.thornbury.org/>

✓ **Tinicum Township**
 Lazaretto Building
 97 Wanamaker Ave
 Essington, PA 19029
 Phone: 610-521-3530
 Fax: 610-521-3392
 Email: tinicumtwpdelco@gmail.com
 Web: <https://www.tinicumtwpdelco.com>

✓ **Trainer Borough**
 824 Main Street
 Trainer, PA 19061
 Phone: 610-497-3838
 Fax: 610-497-7840
 Email: secretary@trainerboro.com
 Web: <http://www.trainerboro.com/>

✓ **Upland Borough**

Email: boroughmanager@glenoldenborough.org
 Web: <http://www.glenoldenborough.com/>

224 Castle Avenue
 Upland, PA 19015
 Phone: 610-874-7317
 Fax: 610-874-7567
 Email: contact@uplandboro.org
 Web: <http://www.uplandboro.org/>

✓ Haverford Township

1014 Darby Road
 Havertown, PA 19083
 Phone: 610-446-1000
 Fax: 610-446-3930
 Email: dburman@havtwp.org
 Web: <http://www.havtwp.org>

✓ Upper Chichester Township

P.O. Box 2187
 Upper Chichester, PA 19061
 Phone: 610-485-5881
 Fax: 610-485-8643
 Email: gneedles@upperchitwp.org
 Web: <https://www.upperchi.org/>

✓ Lansdowne Borough

12 E. Ballimore Avenue
 Lansdowne, PA 19050
 Phone: 610-623-7300
 Fax: 610-623-5533
 Email: tolaroc@lansdowneborough.com
 Web: <http://www.lansdowneborough.com/>

✓ Upper Darby Township

100 Garrett Road, Room 206
 Upper Darby, PA 19082
 Phone: 610-352-4100
 Fax: 610-734-7709
 Email: mayor@upperdarby.org
 Web: <http://www.upperdarby.org/>

✓ Lower Chichester Township

1410 Market Street
 Linwood, PA 19061
 Phone: 610-485-1472
 Fax: 610-485-1432
 Email: lowerchitwp@comcast.net
 Web: <http://lowerchitwp.com/township/>

✓ Upper Providence Township

935 N. Providence Road
 Media, PA 19063
 Phone: 610-565-4944
 Fax: 610-565-8924
 Email: dvymazal@upperprovidence.org
 Web: www.upperprovidence.org

✓ Marcus Hook Borough

1111 Market Street
 Marcus Hook, PA 19061
 Phone: 610-485-1341
 Fax: 610-485-9767
 Email: office@marcushookboro.org
 Web: <http://www.marcushookboro.org/>

✓ Yeadon Borough

600 Church Lane
 P.O. Box 5187
 Baily Road and Church Lane
 Yeadon, PA 19050
 Phone: 610-284-1606
 Fax: 610-284-2138
 Email: info@yeardonborough.com
 Web: <http://www.yeardonborough.org>

✓ Marple Township

227 S. Sproul Road
 Broomall PA, 19008
 Phone: 610-356-4040
 Fax: 610-356-8751
 Email: sangefaccio@marpletwp.com
 Web: <http://www.marpletwp.com/>

✓ Media Borough

301 N. Jackson Street, 2nd Floor
 Media, PA 19063
 Phone: 610-566-5210
 Fax: 610-566-0335
 Email: blorman@mediaborough.com
 Web: <http://www.mediaborough.com/>

Contact Us

Press Releases

Quick Links

About Delaware County

What's the latest news from County Council and Delaware County?

▶ Juror a Responses

Delaware County, presently covering 434 square miles divided in

PROJECT NARRATIVE

Briefly describe the project for which grant funding is requested including specific information regarding where the program activities will be conducted; whether you would like to be approved for a 1 or 2 year grant; and, if applicable, how a 2 year grant will benefit the agency's project. The description must clearly indicate that the requested funds will only be used to offset expenses related to investigating violations and enforcing laws regarding unlawful gambling in the Commonwealth, including any anticipated capital equipment purchases (See Guidelines for conditions). Include a list of the project objectives and explain the process by which the project will accomplish the stated objectives. Include specific measurable outcomes to be achieved by the project. Attach additional pages if necessary.

See Attached Narrative

Applicant Name: Delaware County District Attorneys Office

Date: 4/3/2023

On January 6, 2020, Jack Stollsteimer, Esquire was sworn in as District Attorney for the County of Delaware. Under Mr. Stollsteimer's leadership, the District Attorney's Office will continue to work closely with municipal governments in Delaware County to address crime and its impact on neighborhood revitalization. Delaware county currently has one casino/racetrack and is adjacent to Philadelphia County. Philadelphia currently has one site operational and a second license has been granted, which is due to open in 2020.

Within Delaware County's borders lies the City of Chester, the county's only incorporated city. Situated on the Delaware River lying between Philadelphia and Wilmington, Delaware. Chester is home to 33, 972 citizens and in its economic heyday the site of world class shipbuilding and other prominent manufacturing industries. As these manufacturing jobs started disappearing in the middle of the 20th Century, Chester, like other American cities, began to witness elevated crime and poverty rates. Today, Chester suffers high homicide and crime rates disproportionate to its current population.

The City of Chester in recent years has undertaken a project to restore the waterfront area of Chester. The venture has often been referred to as the Chester Waterfront Racetrack and Casino Project. This project arose with the hope of restoring the City of Chester to its former status as an entertainment/retail destination in the greater Delaware Valley. Harrah's Philadelphia, a casino and racetrack is being operated within the boundaries of the City of Chester, Delaware County. Originally branded as "Harrah's Chester", Harrah's Philadelphia changed its name in May of 2012 to capitalize on Philadelphia's name recognition and status as one of America's top tourist destinations in the country.

Harrah's Philadelphia was built on the former site of the Sun Shipbuilding & Dry Dock Company located in Chester, Pennsylvania. The racetrack opened for operation in September of 2006 and the casino began operation in January of 2007. The project has brought approximately one thousand jobs and hundreds of thousands of visitors to the City of Chester annually. In July 2010, table games were introduced further expanding Harrah's revenue. In July 2019 online gambling and sports betting became legal in Pennsylvania, once again further expanding Harrah's revenue potential.

As expected, with the benefits that have come from Harrah's presence in Chester, likewise, criminal activity has also presented itself in such various forms ranging from theft to disorderly persons. At this time the Pennsylvania State Police are assigned to the casino for such criminal activity that may occur on the Casino floor.

Unfortunately, the Delaware County District Attorney's Office does not have the resources to investigate and prosecute illegal gaming activity and associated crime without continued help from the Pennsylvania Gaming Control Board's the Local Law Enforcement Grant Program. With a population of more than a half-million people and an average criminal case filing of over 8,000 cases per year, our Assistant District Attorneys and county Detectives must carry heavy caseloads and perform many various secondary functions. To protect our community and respond to this potential for increased crime associated with the operation of Harrah's Philadelphia, the District Attorney's Office needs additional funding for enhanced law enforcement activities. Our prosecutors and detectives must be trained in all aspects of illegal gambling and dealing with an influx of gamblers who may eventually enter the criminal justice system as a result of illegal gambling arrests. This proposal will set forth our plan to attack these issues in a coordinated, collaborative and systematic manner.

We propose the creation of the 2023-2024 Gaming Control Task Force to be staffed by one (1) Assistant District Attorney and one (1) Detective. The Gaming Control Task Force would be part of the District Attorney's Office and would be responsible for developing, implementing and administering training and enforcement programs for the unlawful operation of electronic gambling devices, as well as other crimes associated with illegal gambling. With the onset of online gambling and sports betting in Pennsylvania, illegal gambling activities will become more prevalent in our communities. This Task Force will work to establish and implement training programs for local law enforcement and court personnel with the mission of preventing and controlling illegal gambling devices and other forms of illegal gambling. The Task Force would also work closely with local law enforcement to effectively address the illegal gambling within the local municipalities. Additionally, the Task Force will work with members of the local law enforcement agencies. This collaboration will allow for input from all levels of law enforcement.

Currently, detectives with the Delaware County District Attorney's Office, Criminal Investigation Division train with members of the Pennsylvania State Police Compliance, Auditing and Gambling Enforcement "CAGE" unit and Liquor Enforcement on new trends and machines used for illegal gambling purposes. We have in the past assisted the Pennsylvania State Police, Liquor Enforcement with open inspections of licensed establishments that promote illegal gambling. Gambling within these establishments is a cash only operation. All cash generated by illegal gambling is split between the establishment owner and the vendor who placed the gambling machine in the establishment. These winnings are never reported for tax purposes. In many cases, as our investigations have determined, establishments keep a separate bank of money only for gambling winnings on the machines.

The requested funds would be used to fund the salary of one Assistant District Attorney and one detective who would be appointed to this unit and would be a member of the Task Force. The Assistant District Attorney will handle the prosecutions arising out of the Harrah's Philadelphia casino/racetrack and any gambling arrests made during the grant period. The detective assigned will possess specialized skills to assist in the detection and prosecution of unique crimes associated with illegal gambling. The detective would be required to have specialized knowledge and training in the field of accounting/economics and have specialized skills and training in undercover and surveillance work. The Detective will also be the liaison between our Office and the Pennsylvania State Police, Bureau of Liquor Control Enforcement. The Criminal Investigation Division will also have other Detectives available to assist with investigations concerning illegal gambling as well as the caseloads while working their other assigned cases.

Since its creation, the Delaware County Gaming Control Task Force has made great strides in deterring and countering illegal gambling operations in Delaware County. The Task Force's Assistant District Attorneys continue the practice of vertical prosecution of all gaming/gambling cases assigned to them. This vertical prosecution assures that the Assistant District Attorney assigned the case controls the prosecution from the time the criminal complaint is filed, until the ultimate resolution of the case in the Court of Common Pleas, either by plea or trial. This vertical prosecution has resulted in increased productivity and effectiveness. This method allows the assigned prosecutor to be aware of the strengths and weaknesses of any case from its inception.

Developments that have occurred during past grants include the establishment, through the assistance of President Judge Joseph P. Cronin, Jr. of the Delaware County Court of Common Pleas, of a gambling/gaming Magisterial District Court. This gaming/gambling court resulted in one Magisterial District Judge's court being designated as the sole District Court where illegal gaming/gambling complaints were to be filed. This permitted the Task Force to coordinate the presence of witnesses and officers needed for preliminary hearings in one central location, regardless of where the illegal gaming/gambling case arose in Delaware County. The creation of this court significantly cut down wasted time resulting from conflicting case scheduling sometime necessitating continuances when the investigating detective would be unavailable because of other court appearances. Since its inception no case prosecuted has gone to a trial. All gambling convictions were obtained without a trial.

In the event the Task Force is extended for the 2023-2024 term, we would like to continue to locate and investigate the gambling devices located within Delaware County. An area of investigation and prosecution the Task Force would like to expand will be to investigate vendors who are providing establishments with the video gambling machines. In many of the previous cases that were prosecuted, owners and employees of the establishments who have been prosecuted for maintaining illegal video gambling machines have identified the vendors who supply these machines. Others have revealed the agreements reached between the vendors and establishments regarding the splitting of the proceeds and profit from the machines. In past years, the Task Force prosecuted establishments that had been prosecuted in previous years. Prosecuting the vendors and distributors of these machines will help curb the potential for repeat cases like the one mentioned. The Assistant District Attorneys assigned to the Task Force will select those

cases where the cooperation of establishment owners warrants plea terms in return for assistance in prosecuting the vendors of the machines.

During the contract activity period beginning May 1, 2022 and ending April 30, 2023 the approximate value of machines seized was \$18,000.00 and cash seizures totaled \$22,095.00. There were also 72 establishments visited, investigations initiated, along with 4 search warrants and 2 arrests with 4 pending. This office has 6 investigations pending. Also, during the reporting period four (4) officers were trained to assist in undercover surveillances.

As previously mentioned, online gambling and sports betting became legal in Pennsylvania. This development has created the opportunity for illegal gambling and sports betting to increase in Delaware County, the same as illegal gambling devices flourished since the opening of casinos in Pennsylvania. Pennsylvania currently taxes sports betting, making it more desirable to place bets illegally. The Delaware County District Attorney's Office, Criminal Investigation Division continues to assist the Pennsylvania State Police, Liquor Enforcement with illegal gambling investigations in licensed establishments. Moreover, we are continually being made aware of locations within Delaware County where illegal video gambling machines are located, and they continue to freely pay out to patrons. The Delaware County District Attorney's Office, Criminal Investigation Division continues to assist and investigate illegal gambling. Illegal video gambling games are being observed and reported by our detectives, as well as local police departments in Delaware County.

During the last grant period a Memorandum of Understanding (MOU) was established with the Pennsylvania State Police, Bureau of Liquor Control Enforcement. The MOU permitted the Delaware County District Attorney's Office, Criminal Investigation Division to cooperate with the Bureau of Liquor Control Enforcement investigating illegal gambling occurring in establishments licensed by the Pennsylvania liquor Control Board. Delaware County currently has 1500 active retail liquor licenses. This cooperation would continue if awarded another grant. When cooperating with the PA State Police, the MOU allows for the reimbursement of overtime for Officers assisting our Detective and rental fees for storing of illegal gambling machines seized.

In order to continue our efforts to enforce, prevent and prosecute the unlawful gaming and illegal gambling within the County of Delaware specialized knowledge, training and experience is required. We plan to continue illegal gambling training with the Pennsylvania State Police. As technology moves forward there becomes an increased need of this knowledge, training and experience so that we may investigate and prosecute illegal gambling crimes unique to this specific industry. Therefore, we are requesting the funding to assist the District Attorney's Office in supporting the City of Chester and Delaware County in dealing with the illegal gambling crimes they are certain to be faced with over the coming years.

PROJECT BUDGET

Grant Requested # of year(s) 1 Amount per year: (1) 250,000 (2) _____ *

Agency's Total Budget (Current Year) 11,757,027

* The maximum grant award is \$250,000 per applicant/per year. A grant may not exceed 10% of the budget of the local law enforcement agency or group of agencies applying for the grant. A local law enforcement agency may not apply for grant funding under more than one application per grant year.

Operating Budget

Provide an itemized project budget using the table format and examples below as a guide. Attach additional pages if necessary.

Item	Budget Category	Amount Requested	Methodology	Purpose
Ex.	Investigative Overtime (including benefits)	\$15,000	200 hrs. of detective overtime x \$75.00 per hr. = \$15,000	To conduct undercover investigations to identify unlawful gambling activities.
Ex.	Public Outreach	\$3,000	2 officers x 4 events x 5 hrs. per event x \$75 per hour = \$3,000	Officers will staff an informational booth to advise the public and answer questions related to unlawful gambling.
Ex.	Vehicle Rentals	\$1,600	20 rentals x \$80 each = \$1,600 (200 hrs. / 2 detectives / 5 hrs. per investigation = 20 rentals)	Detectives cannot use personal vehicles or police cruisers in undercover investigations.
Ex.	Capital Equipment	\$5,000	(1) recording device, (1) surveillance camera, (1) software package, etc.	Undercover surveillance
2	Detective & ADA	179,245	Experience F/T Detective & Salary ADA	Investigations & Prosecution unlawful gambling activities
3	Co. Benefit Package & FICA	58,255	7.65% = \$6,146.12 FICA and 64.93% = 52,114.77 Benefit package (ADA)	Full Time Detective & Supplemental Salary for Two (2) Assistant District Attorneys
4	Overtime	10,000	\$77.35 per hr., due to caseload and PA State Police Assistance	Working undercover after duty hours - Illegal Gambling Establishments
5	Miscellaneous Expenses	2,500	Detectives working in an undercover capacity along with PSP Troopers to combat illegal gambling.	Undercover Detectives, Storing of Gambling Machines & Cost for Auditor
6				
7				
8				

Grand Total: 250,000

Applicant Name: Delaware County District Attorneys Office

Date: 4/3/2023

APPENDIX B - PROJECT DESCRIPTION & BUDGET

CATEGORIES

ADA/Detective	\$179,245.00
BENEFIT PACKAGE & FICA	58,255.00
OVERTIME	10,000.00
MISCELLANEOUS EXPENSES	2,500.00
TOTAL GRANT	\$250,000.00

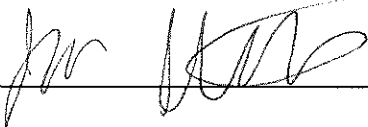
PERFORMANCE MEASURES

Provide a minimum of two performance measures that will be tracked over the course of the grant period and included with the final report filed by the grant recipient.

- 1. Date, Status, Location of Illegal Gambling
Machines Observed, Seized
- 2. Cash Seized Machines, Cash Seized Other Illegal Activities
- 3. Gambling Arrests along with other Arrests during Investigations.
- 4. _____

CERTIFICATION

I hereby certify that all information contained in this document and attachments are true and correct to the best of my knowledge.

Signature:  Date: 4/3/2023

Print Name: Jack Stollsteimer Title: District Attorney

Applications will be accepted until all grant funds have been committed.

The Pennsylvania Gaming Control Board (PGCB) reserves the right to accept or reject any or all applications submitted for the Local Law Enforcement Grant Program contingent upon available funding and respective applicant eligibility. The PGCB also reserves the right to reject incomplete applications.

MAIL COMPLETED APPLICATIONS TO:

Pennsylvania Gaming Control Board
 Local Law Enforcement Grant Program
 303 Walnut Street
 P.O. Box 69060
 Harrisburg, PA 17106-9060

If you have any questions regarding this grant application, please call (717) 346-8300 or e-mail PGCB@pa.gov and type "Local Law Enforcement Grants" in the subject line.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Laura DeMutis, CID

ITEM TYPE: Grant

AGENDA SECTION: Grants

SUBJECT: Approval to apply for the Insurance Fraud Prevention Authority Grant for the term of July 1, 2023 to June 30, 2024 in the amount of \$904,203.00.

EXPENSE BUDGET LINE ITEM ACCOUNT: 2623-1946

ESTIMATED/ACTUAL COST OF REQUEST: \$904,203.00

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS: Approval to Submit Grant

ADDITIONAL COMMENTS:

ATTACHMENTS:
[IFPA Grant Granicus.pdf](#)



IFPA Grant Renewal Application

Grantee Name:

Address:

City: State: Zip:

EIN Tax ID#: Program Start Date: Program End Date:

Enter Amounts as numbers with 2 digit decimal, i.e. 345567.12

Year 1 Grant \$\$ Amount: Total \$\$ Requested:

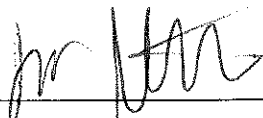
Year 2 Grant \$\$ Amount:

Certification

I certify that I have been provided a copy of the IFPA's Grantee Procedures Manual and that any and all grant monies awarded in connection with this Application for Grant Renewal will be used solely to effectuate the purposes of the Insurance Fraud Prevention Act (Act 166 of 1994, as re-stated by Act 147 of 2002 at Article XI of the Insurance Department Act of 1921) as per Sections 1102 and 1123(b) of said Act.

Name & Title of Authorized Official:

Phone Number: Email:



Signature of Authorized Official (required if this form is printed, signed and returned the IFPA by US Mail. No signature is required if submitted by email, as date of emailing will be the date of application)

Date

Delaware County District Attorney
 Budget Request
 (2023-2024)

	<u>Current Budget</u>	<u>Requested Budget</u>
ADA	\$43,709.00	\$45,021.00
Analyst	\$23,859.00	\$25,575.00
Detective (2)	\$222,481.00	\$332,522.00
Overtime	\$70,000.00	\$100,000.00
Vehicle	\$12,000.00	\$18,000.00
Gas/Maintenance	\$8,000.00	\$12,000.00
Misc. Supplies	\$2,500.00	\$5,000.00
FICA	\$21,300.00	\$30,371.00
Travel	\$30,000.00	\$60,000.00
Contracted Services	\$5,000.00	\$6,000.00
Equipment	\$12,000.00	\$12,000.00
Benefits	\$174,004.00	\$257,714.00
TOTAL:	\$624,853.00	TOTAL: \$904,203.00

**OFFICE OF THE DISTRICT ATTORNEY
CRIMINAL INVESTIGATION DIVISION**

DELAWARE COUNTY COURTHOUSE

MEDIA, PENNSYLVANIA 19063

610.891.4700

INSURANCE FRAUD PREVENTION AUTHORITY GRANT, 2023-2024

Increases to Budget

PERSONNEL

The requested personnel budget reflects increases in Salary and Benefits for grant funded employees. The Detectives' salary increase is per FOP contract, including education, clothing allowance and longevity. The increase in Benefits is for all grant funded employees and is based on the percentage provided by the County of Delaware. The Analyst and Assistant District Attorney salary increase reflects the 3% given to employees by the county.

OVER TIME

The increase in Over Time is to cover all overtime for Insurance Fraud investigations including the addition last year of an Arson detective and this year's request for a second Arson detective.

LINE ITEMS

Increase in **Vehicle** to cover an additional vehicle for the requested Detective.

Increase in **Gas/Maintenance** to cover the cost of rising prices for two-three vehicles.

Increase in **Misc. Supplies** to cover the cost of future purchases, due to increase in prices across the board.

Increase in **Travel/Training/Memberships** to cover the cost of Insurance fraud and Arson trainings.

Increase in **Contracted Services** to cover the increased cost of purchases and the increase of pricing for monthly data resources.

JUSTIFICATION FOR ADDITIONAL ARSON DETECTIVE:

Our Agency is requesting additional funding for another full-time Detective that would conduct Fire Investigations for arsons that are insurance fraud related. This request is for the Detective's salary and benefits as well as any supplies, equipment and training that is necessary. Having a Detective to conduct arson investigations full time would be extremely beneficial due to these types of investigations historically being very lengthy and tedious. A detective would not have to concentrated on other investigations while working on Arson cases. From August 11th of 2022 to this current date our Detectives have investigated 9 suspicious fires with one of them being an arson arrest. Of those 9 investigations 2 have been deemed undetermined at this time and 6 have been closed out as accidental.

Our office is requesting approval for a 1-year renewal in grant funding to continue Insurance fraud and Arson investigations in Delaware County. This would include overtime, equipment and training for Detectives to thoroughly and properly conduct these investigations. In Delaware County there are only two full paid fire departments. These departments do not have the manpower to conduct these long-term investigations on their own. With the funding and training we are requesting this would enable our Detectives as well as the two fire departments to work together and be more capable to be sure these investigations are complete, and arrest is produced if warranted. With this added training and funding our Detectives will have the manpower and expertise to continue arson investigations to the point of an arrest and not just stop at cause and origin.

2023-2024 IFPA FUNDED PERSONNEL

Assistant District Attorney, Jason Harmon (50%)

610.891.4052

harmonj@co.delaware.pa.us

Analyst, Carly Battaglini (50%)

610.891.4685

battaglinic@co.delaware.pa.us

Detective, Vincent Port (100%)

610.891.5337

portv@co.delaware.pa.us

Detective, Christopher Karr (100%)

610.891.4506

karrc@co.delaware.pa.us

A	B	C	D	E	F	G	H	I	J	K	L	M
CASE #	ASSIGN DATE	TARGET	INCIDENT	LOCATION	INS CO/CONTACT	CLAIM #	DETECTIVE	CLOSED DATE	NOTES	REFERRING AG	ARREST	FURTHER NOTES
1	23-0112	1/18/2023	Fire Inv	Chester			Correse	1/25/2023	0420 hrs		Accidental	Poss electrical fire in the rafters between the first & second floor
2	23-0215	1/28/2023	Fire Inv	Lower Chichester			Scarpato	2/8/2023	0340 hrs		Undeter	w/ Psp Top L. Stewart Detached garage. Lower Ch F.M. Mike Daily
3	23-0248	2/4/2023	Fire Inv	Maple Twp			Scarpato	2/15/2023	2/13/2023 @ 2:00		Accidental	outside deck initial point occupied by 3 *2 dogs. Possible cigarettes?
4	23-0249	2/5/2023	Fire Inv	Ridley Twp			Swanson	PENDING	1035 hrs		Undeter	609 E. 19TH St. 2ND Fl bedroom
5	23-0320	2/13/2023	Fire Inv	Chester			Jay	2/15/2023	0348 hrs		Electrical	3404 W 4TH. Kitchen wall, electrical?
6	23-0320	2/22/2023	Fire Inv	Marcus Hook			Swanson	2/28/2023	834		Accidental	1587 Market St. L. Chhassor
7	23-0400	2/22/2023	Fire Inv	Lower Chichester			Scarpato	PENDING	2/25/23 @ 1415		Accidental	1119 Butler St bedroom fire. Accidents!
8	23-0428	2/27/2023	Fire Inv	Chester			Swanson	3/8/2023	0931 hrs		Accidental	432 Highland Ave Apt 1C ARSON David Daniel KLOCK DOB: 08-16-1988
9	23-0468	3/2/2023	Fire Inv	Chester			Scarpato	3/24/2023	1445 hrs		ARREST	
10	23-0557	3/27/2023	Fire Inv	Chester			Scarpato	3/24/2023	1445 hrs		ARREST	

CASE #	ASSIGN DATE	TARGET	INCIDENT	LOCATION	INS CO/CONTACT	CLAIM #	DETECTIVE
23-0112	1/18/2023		Fire Inv	Chester			Cortese
23-0215	1/28/2023		Fire Inv	ower Chichester			Scarpato
23-0248	2/4/2023		Fire Inv	Marple Twp			Scarpato
23-0249	2/5/2023		Fire Inv	Ridley Twp			Swanson
23-0320	2/13/2023		Fire Inv	Chester			Jay
23-0400	2/22/2023		Fire Inv	Marcus Hook			Swanson
23-0428	2/27/2023		Fire Inv	ower Chichester			Scarpato
23-0468	3/3/2023		Fire Inv	Chester			Swanson
23-0557	3/2/2023	KLOCK, David Daniel	Fire Inv	Chester			Scarpato

CLOSED DATE	NOTES	REFERRING AG	ARREST	FURTHER NOTES
1/25/2023	0420 hrs			
2/8/2023	0340 hrs			
2/15/2023	<u>2/3/2023@2030</u>			
PENDING	1035 hrs		Accidental LaSpada's Steaks	
2/15/2023	0348 hrs		Undeter 609 E. 19TH St, 2ND Fl bedroom	
2/28/2023	834		Electrical 3404 W 4TH Kitchen wall, electrical?	
PENDING	2/25/23 @ 1415		Accidental 1587 Market St L. Chichester	
3/8/2023	0931 hrs		Accidental 1119 Butler St bedroom fire Accidental	
3/14/2023	1445 hrs		ARREST 432 Highland Ave Apt 1C ARSON David Daniel KLOCK DOB: 08-16-1968	



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Gina Burritt, Planning

ITEM TYPE: Grant

AGENDA SECTION: Grants

SUBJECT: Approval to accept seven grants in the amount of \$1,244,025 from the Commonwealth Financing Authority (CFA) Local Share Accounts (LSA).

EXPENSE BUDGET LINE ITEM TBD
ACCOUNT:

ESTIMATED/ACTUAL COST OF \$1,244,025
REQUEST:

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS: Approval to Accept Grant

ADDITIONAL COMMENTS:

ATTACHMENTS:
[LSA grants 2023.docx](#)

LSA Awards Granted March 16, 2023

Delaware County Bike Share Feasibility Award

LSA funds were requested to perform a bike share feasibility study throughout Delaware County. The proposed project will complete a bike share study to determine if residents, employees, and visitors would benefit from a bike sharing program. The study would allow the county to determine if it would work for the county, optimum locations for bike station deployments, how many bikes and stations are needed, type of bike share, phasing of implementation and financing options. Phases of the feasibility study will include project administration, meetings, public engagement, evaluate the feasibility of the program, program benefits (goals and performance measures), documentation, implementation recommendations, develop program guidelines and regulatory framework, and the final report.

LSA funds will be used for professional services costs.

\$125,000 was awarded out of \$250,000 requested.

Delaware County Vision Zero Plan

LSA funds were requested to prepare a County-side Vision Zero Plan. Delaware County is proposing a vision zero plan to eliminate traffic related fatalities. Creation of the plan will engage the public to establish actionable strategies for the county and its municipalities to prioritize resources in high injury networks. These strategies will involve roadway design, speed management, and equitable enforcement. A vision zero approach to traffic safety will promote complete streets and safe traveling routes for the public.

LSA funds will be used for Professional Service/Consultant costs.

The total project cost is \$231,000, fully awarded.

Delaware County Tree Canopy Analysis

Delaware County is proposing a tree canopy analysis to identify the tree canopy coverage and the potential for new tree plantings. The county is heavily developed and needs a baseline of tree canopy to help handle increasing environmental factors. This project will initiate and prepare data, map the land coverage and tree canopy, prepare metrics, and provide for future planning and a final report.

LSA funds will be used for professional services/consultants.

The total project cost is \$56,497, fully awarded.

Delaware County Active Transportation Plan

LSA funds were requested to complete a County-wide Active Transportation Plan. Active transportation plans target both air pollution and physical inactivity targeting human-powered transportation such as biking, walking, wheelchairs, etc. Delaware County plans to hire an experienced consultant to complete a Delaware County Active Transportation Plan to include: Project administration, meetings, public engagement, developing the plan, and the final study/report.

LSA funds will be used for professional services costs.

The total project cost is \$140,000, fully awarded.

Woodburne Mansion Security Installation

LSA funds were requested for building and property security at the Woodburne Mansion located in Darby Borough, Delaware County. The proposed project will install building and security measures at the facility that is frequently targeted by trespassers and vandalism. The security measures will include the installation of fencing with gates, lighting, and cameras along with the necessary electric work and utility

poles. The project will prevent further damage, deter trespassers, allowing the county to focus on the rehabilitation and preservation of the building into a county park.

LSA funds will be used for construction and engineering costs.

\$326,528 was awarded out of \$653,055 requested.

Chester Creek Trail Phase 4 Feasibility Study in Chester Township

LSA funds were requested to perform Phase IV of the Chester Creek Trail feasibility study throughout Delaware County. The Chester Creek Trail is a critical circuit trail that traverses the southwestern quadrant of Delaware County. Phase 1 of the Chester Creek Trail, a 2.83-mile segment through Middletown and Aston Townships has already been constructed. Phase 2 of the trail is currently under design and permitting. Phase 4 crosses Chester Township in southern Delaware County, where there are several environmental concerns including the wastewater treatment plant, an incinerator, and a landfill. There is concern with protecting users of the trail from any hazards being emitted from those land uses. This study will identify the best alignment to protect trail users and develop cost estimates for the segments future construction.

LSA funds will be used to hire a consultant to perform the feasibility study.

The total project cost is \$115,000, fully awarded.

Mineral Hill Park

LSA funds were requested for improvements to Mineral Hill Park located in Middletown Township, Delaware County. Mineral Hill Park is a 47-acre wooded property that has not been developed as a site for public recreation. The proposed access and trail improvements will include two new walking trails with connections, rehabilitation of an existing trail, installation of a pedestrian bridge over Ridley Creek, a small gravel parking lot with driveway, picnic pavilion, composting restroom, dog waste station, benches, stormwater controls, signs, and the removal of dilapidated hazardous structures.

Funds will be used for construction, engineering and administrative costs.

\$250,000 was awarded out of \$945,269 requested.

Total award amount: \$1,244,025



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Philip Welsh, OHCD

ITEM TYPE: Grant

AGENDA SECTION: Grants

SUBJECT: Approval to accept funds from the PA Department of Health in the amount of \$150,000 to support lead abatement of six residential units. Funding will be available to eligible homeowners and landlords for residences occupied with children under the age of six. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: To be determined

ESTIMATED/ACTUAL COST OF REQUEST: 150,000

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS: Approval to Accept Grant

ADDITIONAL COMMENTS:

ATTACHMENTS:
[PA Dept. of Health - Grant Agreement.pdf](#)

AGREEMENT BETWEEN THE PENNSYLVANIA DEPARTMENT OF HEALTH AND DELAWARE COUNTY 10-FA-8.2

(Name)

WHEREFORE, in witness of the covenants set forth below on the attached pages, the parties have affixed their signatures hereto:

BY: _____ DATE: _____
Signature

Print/Type Title Print/Type Name

BY: _____ DATE: _____
Signature

Print/Type Title Print/Type Name

BY: _____ DATE: _____
Signature

Print/Type Title Print/Type Name

Attest DATE: _____

BY: _____ DATE: _____
Pennsylvania Department of Health

Approved as to form and legality:

BY: _____ DATE: _____
Office of Legal Counsel
Pennsylvania Department of Health

AND

BY: Not Required DATE: _____
Office of General Counsel
Commonwealth of Pennsylvania

AND

BY: Not Required DATE: _____
Office of Attorney General
Commonwealth of Pennsylvania

I hereby certify that funds are available in the amount(s) and in the appropriation symbol(s) as shown below:

BY: _____ DATE: _____
Comptroller

Joe Foner, Project Officer
(717)547-3394

Syria Harrell, Alternate Project Officer
(717)547-3377

SAP# :4100095457

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE PENNSYLVANIA
DEPARTMENT OF HEALTH**

AND

DELAWARE COUNTY

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as "Agreement", is made by and between the Commonwealth of Pennsylvania, Department of Health, hereinafter referred to as "the Department", and Delaware County, hereinafter referred to as "Provider."

WHEREAS, the Department has the power and duty to protect the health of the people of this Commonwealth, and to determine and employ the most efficient and practical means for the prevention and suppression of disease pursuant to 71 P.S. §532;

WHEREAS, the Department is in receipt of or anticipates receipt of Federal funds or state funds or both pursuant to 2022 Act 1A (SB 1100) to provide for the purposes of this Agreement, and this Agreement is contingent upon appropriation and receipt of such funds; and

WHEREAS, this agreement is an Intergovernmental Agreement and is not subject to the Commonwealth Procurement Code, P.L. 358, No. 57, May 15, 1998, 62 Pa.C.S.A. §101 et seq., (Act 57), and must be processed in accordance with the Commonwealth Attorneys Act, 71 P.S. § 732-101 et seq.

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

I. AGREEMENT TERM

A. This Agreement shall be effective from January 1, 2023 through December 31, 2024, subject to its other provisions, and the availability of funds, whether state or Federal unless terminated earlier by either party according to the termination provisions of this Agreement.

B. No-Cost Extension. The term of this Agreement may be extended with no additional funding by a written notice signed by the Department in order to allow the Provider to continue to use the funds to perform the work of this Agreement at the same terms and conditions as this Agreement for an additional period of time. For the purpose of this extension, the funding amount is limited to the funds not spent by the Provider by the end of the Budget period. At no time will the length of this Agreement exceed five years including any extension.

C. Renewal.

At the Department's discretion and by letter notice, the Department may renew this Agreement for the following term: N/A.

1. In the event of a renewal, the Department may choose to renew the Agreement under one of the following sets of terms:
 - a) If no renewal options were previously exercised, pursuant to the terms and conditions of the final year of the original Agreement; or
 - b) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
 - c) Pursuant to the terms and conditions of the original Agreement as amended, including any Subsequently Available Funds (SAFs), Decrease in Funding (DIF), Funding Reduction Change Orders (FRCOs), Budget Revisions, or formal Amendments; or

- d) At a maximum percentage of N/A % under one of the following conditions:
 - (i) If no renewal options were previously exercised, to increase the Agreement amount to reflect cost changes based on the final budget year of the original Agreement; or
 - (ii) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
 - (iii) To include any increase in work documented in a previous amendment to the original Agreement, including any SAFs, DIFs, FRCOs, Budget Revisions, or formal Amendments. The increase in work shall be limited to deliverables established in the Agreement as previously amended; or
 - e) To decrease the Agreement amount, provided there is no change to the scope of work being performed.
2. Notwithstanding Paragraph (1)(d) above, line items within the budget categories of Supplies/Equipment, Travel, and Other may be eliminated or the line item amounts decreased provided there is no alteration to the scope of work.
 3. The percentage listed in Paragraph (1)(d) above, represents the maximum allowable increase per budget category and in the total Agreement amount.
 4. Nothing in this section is intended to permit an alteration in the scope of work of the original Agreement.
 5. The Department is not obligated to increase the amount of the award.
 6. The percentage increase set forth in Paragraph (1)(d) above, shall apply over the entire renewal term, even if the renewal term exceeds one year.
 7. All renewal terms are subject to the other provisions of this Agreement, and the availability of funds.

Renewals are not applicable to this Agreement

II. AGREEMENT AMOUNT

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Agreement, the Department will make payments in accordance with the Agreement payment provisions, Appendix B and the Agreement Budget, Appendix C, up to the maximum Agreement amount of \$150,000.00.

III. FUNDING SOURCE(S)

Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and state funding it provides to Providers. This identification follows and includes the breakdown of Federal and state dollars provided and the related Federal and state financial assistance program name and number:

\$150,000.00 ALN 21.027, Department of the Treasury, FAIN SLFRP1746, Coronavirus State and Local Fiscal Recovery

IV. WORK STATEMENT

The Provider shall provide program activities and related services as specified in Appendix A, Work Statement, and its Attachment(s), if any.

V. APPENDICES AND ATTACHMENTS

The following Appendices and Attachments are incorporated into and made part of this Agreement and the parties agree to be bound by these Appendices and Attachments:

- A. Appendix A - Work Statement and its Attachment 1**
- B. Appendix B – Payment Provisions (Rev. 9/21) and its Attachment 1** - A downloadable format of Attachment 1 is available at the following Internet address: <http://www.health.pa.gov/vendors>.
- C. Appendix C – Budget**

VI. INCORPORATED DOCUMENTS

The Provider acknowledges having reviewed a copy of the following documents, which are available at <http://www.health.pa.gov/vendors>. These documents are incorporated by reference into and made a part of this Agreement:

- A. Audit Requirements (Rev. 8/18)**
- B. Commonwealth Travel and Subsistence Rates (Rev. 8/18)**
- C. Federal Lobbying Certification and Disclosure (Rev. 12/05)**
- D. Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 1/19)**
- E. Pro-Children Act of 1994 (Rev. 12/05)**
- F. Terms and Conditions**
 - Standard General Terms and Conditions (Rev. 2/21)
 - Standard Contract Terms and Conditions - Paper Contract (Rev. 01/02/2023), provided
 - that: A. All references to a "Purchase Order" shall be substituted with either the term Contract, or the phrase "formal written notice to proceed" as appropriate.
 - Paragraph 18 (Payment) of these Standard Contract Terms and Conditions is superseded by the terms of Appendix B, Payment Provisions (Rev. 9/21)
 - and**
 - Additional Contract Terms and Conditions (Rev. 3/23)
- G. Block Grant Provisions (Rev. 12/05)**
 - Maternal and Child Health Block Grant Provisions
 - Preventive Health and Health Services Block Grant Provisions
 - Block Grant Provisions are not applicable to this Agreement
- H. HIPAA Business Associate Agreement and Attachment 1 (Rev. 5/13)**
 - The HIPAA Business Associate Agreement is applicable to this Agreement
 - The HIPAA Business Associate Agreement is not applicable to this Agreement

VII. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS

If, during the term of this Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Agreement, the Department may advise the Provider, in writing, of the availability and purpose of such funds. The Department also will inform the Provider of any additional conditions or requirements of the additional funds. The Provider hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Department. The Provider shall provide the Department with a written work statement detailing the manner in which the

Provider will use the additional funds in accordance with the stated requirements. The Provider shall provide the Department with a detailed revised overall Agreement Budget showing the current budget, the budget for the additional funds and a revised total Budget. The Department may choose to provide the Provider with a Budget format on which to submit the revised Budget information. The additional funds, and the new Budget, shall be subject to the terms and conditions of the initial Agreement, as well as to any additional conditions and requirements of the additional funds. The Provider's work statement, revised Budget and any new conditions or requirements of the additional funds shall be incorporated into and become a part of this document by reference. To be effective, documentation describing the additional funds and any additional conditions or requirements shall be signed by the Department and the Agency Comptroller.

This paragraph, 'Addition of Subsequently Available Funds" is not applicable to this agreement

VIII. FUNDING REDUCTION CHANGE ORDER

In the event that there is a reduction in the availability of state or Federal funds, including the elimination of all state or Federal funding, the Department may reduce the amount of funds available in this Agreement through a FRCO. The FRCO shall include a revised Budget reflecting the changes to the funding included in the original Agreement. If necessary, the FRCO shall also include a revised Work Statement showing any reduction in work resulting from the funding reduction or elimination. The FRCO shall require no signatures other than those of the Agency Head and the Comptroller.

IX. DECREASE IN FUNDING

If the Department determines that the Provider is unable to spend the funding included in this Agreement in a timely manner and that the Provider is therefore unable to fully carry out the work required under the Agreement in the timeframe required by the Agreement, the Department reserves the right to decrease funding to the Provider from any Budget year set out in Appendix C of this Agreement by prior written notice signed by the Department and the Comptroller. The DIF shall be reflected by a revised Budget and if necessary, shall also include a revised Work Statement showing any reduction in work resulting from the DIF. The decision to decrease funding is solely within the discretion of the Department.

X. MEANING OF TERMS "CONTRACT", "CONTRACTOR", GRANT AGREEMENT, AND 'GRANTEE

The parties understand that the use of the terms "Contract" or "Grant Agreement" and "Contractor" or "Grantee" throughout this Agreement shall mean "Agreement" and "Provider" respectively.

XI. FINAL AGREEMENT APPROVAL

This Agreement shall not be legally binding until all signatories, including those signing their approvals for form and legality, have signed the agreement and the Commonwealth provides a fully signed copy to the Provider.

SAP# 4100095457

Appendix A

WORK STATEMENT**I. Tasks and Timelines**

A. Over the course of this Agreement the Provider shall adhere to all requirements set forth in the following:

1. Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X, found at:
<https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter63A&edition=prelim>
2. The Lead Disclosure Rule found at:
https://www.hud.gov/program_offices/healthy_homes/enforcement/disclosure
3. Guidelines for the Evaluation and Control of Lead-based paint hazards in housing (2012 Edition) found at:
https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines
4. Lead safe housing rule (24 CFR part 35) found at:
https://www.hud.gov/program_offices/health_homes/enforcement/lshr
5. EPA Renovation, Repair and Painting (RRP) Rule (40 CFR 745) found at:
<https://www.epa.gov/lead/renovation-repair-and-painting-program-contractors>
6. Act 44 found at:
<https://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=1995&sesslnd=0&act=44>
7. Occupational Safety and Health Administration (OSHA) standards found at:
<https://www.osha.gov/Publications/osha3142.pdf>

B. License and Certification

1. Throughout the course of this Agreement, the Provider and its subcontractor shall only use risk assessors, inspectors, workers, supervisors, and project designers to perform the work of this Agreement who have current Commonwealth certification for their corresponding lead functions, and any other appropriate current license or certification.
2. Throughout the course of this Agreement, the Provider shall maintain, and shall require its subcontractors to maintain, copies of any necessary Commonwealth certifications or licenses for itself or staff, to update these certifications or licenses as necessary, and to maintain such certifications or licenses in the unit file.

C. Eligibility

1. Throughout the course of this Agreement, the Provider shall make a determination of initial eligibility of each unit following the income guidelines, family make-up guidelines, and target housing guidelines listed below.
 - a. Vacant units

1. Must include stipulation that units are marketed for three years to low-income families with children under age 6; and rental rate not to exceed fair market rent values.
2. No more than one unit may be a vacant unit.
3. Landlords are encouraged (not required) to participate in Housing Choice Voucher program.
4. Income verification is not required for vacant units.

b. Owner-occupied units

1. Child occupancy requirements: child under age 6 residing, expected, or visiting at least four hours per week.
2. With prior approval from the Department, child occupancy may be waived due to risk for lead poisoning for children with special health care needs.
3. Income limits may be found at: <https://www.huduser.gov/portal/datasets/il.html#2022>
4. Income requirements: below 80% of area median income.
5. With prior approval from the Department, households with up to 100% of area median income may be approved.
6. With prior approval from the Department, households with up to 100% of area median income may be approved.

c. Rental units

1. Child occupancy requirements: child under age 6 residing, expected, or visiting at least 4 hours per week.
 2. With prior approval from the Department, child occupancy may be waived due to risk for lead poisoning for children with special health care needs.
 3. Income limits may be found at: <https://www.huduser.gov/portal/datasets/il.html#2022>
 4. Income requirements: below 80% of area median income.
 5. With prior approval from the Department, households with up to 100% of area median income may be approved.
 6. Landlord may not increase rent above the fair market value after improvements are completed.
 7. If tenants vacate the unit after improvements are completed, landlord must comply with same stipulations as vacant units.
2. Throughout the course of this Agreement, the Provider shall verify income for owner-occupied and rental units; acceptable verification shall include but is not limited to: prior year completed income tax returns and paystubs.
 3. Throughout the course of this Agreement, to request an exception to the child occupancy, household income, or unit cost requirements, the Provider shall provide to the Project Officer, in writing, information that describes and justifies the need for an exception.
 4. Throughout the course of this Agreement, the Provider shall prioritize for enrollment units in which a child with an elevated blood lead level resides.

D. Inspections/Risk Assessments

1. The Provider shall, through a person that is certified by the Commonwealth, conduct initial Inspection/Risk Assessments (I/RA) in the service area over the course of this Agreement.
2. Throughout the course of this Agreement, the Provider shall conduct lead-based paint I/RA utilizing an X-ray fluorescence analyzer.
3. Throughout the course of this Agreement, the Provider shall provide the tenant/owner a copy of the Renovate Right booklet found at:

<https://www.epa.gov/sites/production/files/documents/renovaterightbrochure.pdf>

E. Occupant Protection Plan

1. Throughout the course of this Agreement, the Provider shall appoint an occupant protection coordinator and develop an Occupant Protection Plan for each individual unit prior to the start of hazard control work as per Chapter 8 of the HUD Guidelines. The Provider shall maintain a copy of the Occupant Protection Plan in the unit file.
2. When temporary relocation from the unit is the necessary method of protection:

The Provider shall offer each tenant a relocation site and reimbursement per Chapter 8 of the HUD Guidelines.

 - a. If the tenant chooses not to relocate when this is the necessary method, the unit shall not be eligible for funds under this Agreement.
 - b. The Provider shall inform the tenant and the property owner of the need to temporarily relocate, and the consequences of refusing to relocate prior to work beginning on the unit.
 - c. If the tenant chooses not to relocate or chooses to relocate at his or her own expense, then the Provider shall document that decision, and maintain such documentation in the unit file.
3. The Provider shall offer owner-occupants a temporary relocation unit and reimbursement when relocation is required if such aid is necessary.
4. Throughout the course of the Agreement, the Provider shall inform tenants and owner-occupants of the relocation in writing with reasonable advance notice.
5. Throughout the course of the Agreement, the Provider shall minimize the cost of temporary relocation, and time spent by individuals in relocation housing.
 - a. Relocation shall not be permanent. The Provider shall advise all unit occupants in writing prior to relocation that they shall not be permanently displaced.
 - b. Relocation shall be for a maximum of 10 calendar days. If a family will be relocated for more than 10 calendar days, the Provider shall inform the Department of the expected timeline.
 - c. The Provider shall begin work, or shall require the subcontractor to begin work, on a unit as soon as possible after the persons occupying that unit have been relocated.
6. In units where temporary relocation for the entire duration of the hazard control work does not take place, the Provider shall monitor that containment is adequate as outlined in Guidelines for the Evaluation and Control of Lead-based paint hazards in housing (2012 Edition), referred to in section (I) (a) (3).

F. Lead Hazard Control

1. The Provider, through a subcontractor, shall perform lead hazard control on a minimum of six units by December 31, 2024.
2. The Provider may use funds to supplement lead hazard control costs of projects funded by other Grants, with accounting controls in place to prevent comingling of funds.

3. The Provider shall complete units with an average unit cost of \$25,000, including all project costs (such as inspection, risk assessment, labor and materials, and relocation) and administrative or personnel costs.
4. The Provider shall request approval from the Department prior to beginning lead hazard control work on any units in which the expected total cost exceeds \$35,000. The maximum unit cost shall not exceed \$50,000.
5. All lead hazard control work must be completed by PA certified lead abatement contractors as required by state Lead Occupations law and in accordance with The HUD Guidelines for the Evaluation and Control of Lead-based Paint in Housing | HUD.gov / U.S. Department of Housing and Urban Development (HUD).

G. Clearance

1. The Provider shall perform or have performed by an entity separate from the subcontractor, a clearance examination following the hazard control and cleanup in a work area of a unit as per Chapter 14 and 15 of the HUD Guidelines and HUD Policy Guidance 2017-01.
2. The Provider or the entity performing the clearance examination shall have specimens from single surface dust lead level wipe test sent to a laboratory accredited by The National Lead Laboratory Accreditation Program. The Provider shall send the specimens for clearance to the laboratory within 24 hours of collection.
3. The Provider shall require the risk assessor to notify the Provider within one business day by telephone or fax of laboratory clearance examination results. Written notice of these results must be provided to the Provider within one week of receipt. The Provider shall provide these results to the owner of the unit and maintain copies in the unit file. The date of clearance will be the date of the visual inspection and when dust wipe samples are collected.
4. The Provider shall achieve, and shall require any subcontractors to achieve, satisfactory clearance dust wipe test results as defined in the HUD Policy Guidelines 2017-01, in order for any final payment to be made for hazard control work and before any relocated unit occupants may re-occupy the unit. If satisfactory results are not achieved, the Provider shall perform, or require the subcontractor to perform, additional hazard control and cleanup, and shall arrange retesting of only the failed areas of the unit until acceptable levels have been achieved at no cost to the Department, owner, or occupant.
5. The Provider shall not permit occupants to re-enter any work area, in units where relocation from the unit for the duration of the work was not required, until acceptable lab clearance results for that area have been received, or in hardship cases, until a visual check has been done and dust wipes have been taken.
6. The Provider shall provide all lead-based testing results and summaries of Lead-based paint (LBP) hazard control treatments, clearances, and maintenance plans to the owner of the unit.
 - a. The Provider shall recommend that property owners regularly monitor the condition of their properties for evidence of deterioration or paint failure.
 - b. The Provider shall provide a notice describing the owner's legal duty to disclose the results to tenants and buyers, copies of all test results including dust testing and I/RA reports of eligible housing units constructed prior to 1978 to determine the presence of LBP and lead

hazards from paint or both, dust, or soil through the use of acceptable testing measures.

- c. The Provider files shall contain documentation verifying the documents were provided to the owner, which shall contain the owner's signature and date of receipt.

7. The requirements contained in this task shall occur over the course of this Agreement unless otherwise noted.

H. Environmental Review

1. The Provider shall not use funds under this Agreement to serve any unit having a special flood hazard pursuant to 42 U.S.C. Sections 4001-4128, unless all applicable requirements under that act have been met. The Provider shall make this determination prior to performing the financial eligibility determination. If it is determined that the unit falls within the 100-year floodplain, proof of flood insurance must be given before remediation work will be done and that unit will be required to complete an 8-step review.
2. The Provider shall first obtain the appropriate clearances pursuant to the applicable laws and regulations, including Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. Section 470f, as amended, if the Provider chooses to use funds under this Agreement for Lead Based Paint (LBP) hazard control of properties listed on the National Register of Historic Places or that are eligible for inclusion on the National Register. Documentation of clearances shall be maintained in the unit file.
3. The requirements contained in this task shall occur over the course of this Agreement unless otherwise noted.

I. Subcontractor Monitoring

1. The Provider shall conduct site visits to monitor each subcontractor's work performance, to confirm that work is being conducted in a safe and effective manner and to certify strict adherence to the occupant protection plan for that unit.
 - a. The Provider shall maintain written documentation in the unit file.
 - b. Documentation shall indicate the date of the site visit, the name of the individual conducting the site visit, and observations made of the work site and performance.
 - c. The Provider shall perform a minimum of two site visits per unit throughout the duration of the project.
2. The Provider shall report any identified violations of Act 44 and its regulations, OSHA regulations, Title X and its regulations, or any other applicable law or regulation, to the applicable agency, including the Department, the Pennsylvania Department of Labor and Industry, and to the subcontractor as appropriate.
3. The Provider shall monitor that a notice is filed with the Department of Labor and Industry a minimum of five calendar days before any unit work begins using the Lead Abatement Notification Form LIBI-600L (Appendix A, Attachment 1).
4. The requirements contained in this task shall occur over the course of this Agreement unless otherwise noted.

J. Payment

1. The Department will only pay for services under this Agreement if hazard control work, including abatement, is justified by the LBP I/RA report, and the work has been performed within the requirements of this Agreement.
2. The Provider shall include an owner sign-off provision that requires the owner to co-sign with the Provider before payment is made to the subcontractor for any work performed with funds under this Agreement.
3. The Provider shall make no payment of funds directly to owners or tenants of units to be served unless that payment is for temporary relocation or moving expenses as permitted under this Agreement.

K. Training

1. The Provider shall require staff to participate in trainings, to be determined by and as required by the Department.
2. The Provider may use Agreement funds set out for training in Appendix C to pay for training of local subcontractors who may eventually work on lead hazard control projects. The Provider shall maintain records of individuals provided training with Agreement funds and the cost of such training and shall provide a copy of those records to the Department at the time of invoicing for such training.
3. The Provider may request reimbursement to train or recruit contractors, but any additional funding shall not exceed the total budget amount for lead hazard control.
4. The requirements contained in this task shall occur over the course of this Agreement.

L. Worker Protection and Investment

Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, Contractors and Grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201).

II. Reporting Requirements

- A. The Provider shall submit a monthly report electronically to the Department by the last day of the month following the month of the report, including but not limited to the following: Number of completed units, cost per unit, type of unit; Number of "partial" units in which ARPA funds are supplementing other funds, total combined cost per unit; number of children in each unit, and lead status (elevated, not elevated, not tested) of children.
- B. The Provider shall report its findings to the Department electronically on an annual basis by January 30th or as requested by the Department. Reports shall be provided in the format(s) identified by the Department with all identifying participant information removed.
- C. Additional reporting requirements may be added as determined by the Department.



FOR L&I USE ONLY
Project ID: _____
Date: _____

LEAD ABATEMENT NOTIFICATION FORM
PLEASE TYPE OR PRINT NEATLY IN INK

Type of Notification	Please check one: Initial <input type="checkbox"/> Revision (Clearly notate on the form what is being revised) <input type="checkbox"/> Cancellation <input type="checkbox"/>
Emergency Notification	Call made to DLI office for Emergency Waiver? Yes <input type="checkbox"/> No <input type="checkbox"/> If "Yes", list the name of the approver and the date the approval was given: _____
Facility Description (A separate notification must be sent for each address, apt., suite #, or common area)	Building Name or Resident Name _____ Street Address _____ Apartment/Suite# _____ City _____ State _____ Zip Code _____ County _____ Building Size _____ (sq. ft.) No. of Floors _____ Present Use _____ Prior Use(s) _____ Will the building be occupied while abatement occurs? Yes <input type="checkbox"/> No <input type="checkbox"/>
Abatement Contractor (Company/Supervisor cert info must be listed and must be valid at time of submission and throughout duration of project)	Company Name _____ Street Address _____ City _____ State _____ Zip Code _____ Contact Person _____ Telephone _____ Email _____ Company's PA Certification # _____ Exp. Date _____ Supervisor's Full Name _____ Supervisor's PA Certification # _____ Exp. Date _____
Facility Owner	Owner Name _____ Telephone _____ Street Address _____ City _____ State _____ Zip Code _____
Facility Inspection or Risk Assessment	Inspector/Risk Assessor Full Name _____ PA Certification # _____ Company Name _____ Telephone _____ Street Address _____ City _____ State _____ Zip Code _____ Date of Inspection/Risk Assessment (must be within one (1) year of Start Date) _____ Was any type of lead-based paint present? Yes <input type="checkbox"/> No <input type="checkbox"/> You must provide summary findings. Check off the procedures followed (below) and submit a copy of the signed Inspection/Risk Assessment results with this notification. XRF <input type="checkbox"/> Dustwipes <input type="checkbox"/> Visual <input type="checkbox"/> Other <input type="checkbox"/> If other, list procedures: _____ _____
FOR L&I USE ONLY	Date Postmarked: _____ Date Received: _____

<p>Operation Schedule of Abatement Project (including set up and final clearance)</p>	<p>Start Date _____ Completion Date _____</p> <p>Revised Start Date* _____ Revised Completion Date* _____</p> <p>Days of Week Mo Tu We Th Fr Sa Su</p> <p>Daily Hours of Operation: _____ AM <input type="checkbox"/> PM <input type="checkbox"/> to _____ AM <input type="checkbox"/> PM <input type="checkbox"/></p> <p>*Revisions will only be accepted if received prior to the most recently approved Completion Date.</p>																																												
<p>Project Description or Attach Company's Abatement Work Specs - Do Not Use Inspected Items List (attach a separate 8 1/2" x 11" sheet with this information if necessary)</p> <p>*For revisions, clearly notate what is being revised/ abated during the revised Operation Schedule</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Description of Material (windows, doors, floors, etc.)</th> <th style="width: 30%;">Location of Material (Room #, Floor #, or Area)</th> <th style="width: 20%;">Amount/Unit</th> <th style="width: 20%;">Abatement Type</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Description of Material (windows, doors, floors, etc.)	Location of Material (Room #, Floor #, or Area)	Amount/Unit	Abatement Type																																								
Description of Material (windows, doors, floors, etc.)	Location of Material (Room #, Floor #, or Area)	Amount/Unit	Abatement Type																																										
<p>Detailed Description of Planned Work/Scope of Work (or attach a copy of the Scope of Work only showing Lead Abatement activities)</p> <p>As Well As Work Practices and Engineering Controls to be Used During LBP Abatement Work</p>	<p>Only Abatement activities, such as encapsulation, enclosure, and activities that will last at least 20 years, should be listed, <u>not</u> RRP:</p>																																												

Waste Transporter	Company Name _____ Street Address _____ City _____ State _____ Zip Code _____ Contact Person _____ Telephone _____
Waste Disposal Site	Landfill Name _____ Street Address _____ City _____ State _____ Zip Code _____ Contact Person _____ Telephone _____
Owner/ Operator Signature	<p>I hereby certify that only individual(s) trained in the provisions of 40 CFR Part 745 will be onsite during the lead-based paint abatement. Required documentation verifying that this person(s) has received the training required by law will be available for inspection during all hours of abatement operation. I further certify that all work will be done in accordance with all applicable state and federal rules and regulations. I hereby certify that the foregoing statements and the information contained in this notification form are true. This certification is made subject to the penalties set forth in 18 Pa C.S. §4904 relating to unsworn falsification to authorities.</p> <p>Owner/Operator Name (Printed): _____ Title: _____</p> <p>Owner/Operator Name (Signed): _____ Date: _____</p>
Filing Requirements	<p>This form must be mailed to the following address, faxed to 717-705-0196, or emailed to CALBOIS@pa.gov at least five (5) days (Monday-Sunday) before the date that abatement, including set-up, will begin. The postmark on the envelope, fax receipt, or email sent date serves as proof of compliance with this requirement. Any revisions to this notification must be submitted in accordance with the PA Lead Abatement Regulations, 34 Pa. Code §§ 203.10. No revision will be accepted after the completion date listed on this notification.</p> <p>PA Department of Labor & Industry Certification, Accreditation and Licensing Division 651 Boas Street, Room 1623 Harrisburg, PA 17121</p> <p>This notification requirement may be waived in emergency situations if approved by the Department. Call 717-772-3396, between 8:00 AM and 4:00 PM, Monday-Friday, to obtain this waiver.</p> <p>If approved, a fully completed copy of this form must be faxed or emailed to the Department by 8:00 AM on the following business day. The form must list the name of the individual who approved the emergency notification and the date the approval was given. If the form is not received by 8:00 AM the following morning, the approval is void.</p>

SAP # 4100095457

Appendix B**PAYMENT PROVISIONS**

The Department agrees to pay the Contractor for services rendered pursuant to this Contract as follows:

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Contract, the Department will reimburse the Contractor in accordance with Appendix C, and any subsequent amendments thereto, for the costs incurred in providing the services described in this Contract.
- B. This Contract may span several state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Contract.
- C. Payment to the Contractor shall be made in accordance with the Budget set forth in Appendix C, and any subsequent amendments thereto, as follows:
 - 1. The Department shall have the right to disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Contract and adjust any payment to the Contractor accordingly.
 - 2. Payments will be made monthly upon submission of an itemized invoice for services rendered pursuant to this Contract using the invoice format in Attachment 1 to this Appendix.
 - 3. An original invoice shall be sent by the Contractor directly to the address listed in Attachment 1 to this Appendix unless otherwise directed in writing by the Project Officer. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's Project Officer. The Department's Project Officer may request any additional information deemed necessary to determine whether the expenditures in question were appropriately made. The adequacy and sufficiency of supporting documentation is solely within the discretion of the Project Officer.
 - 4. The Contractor has the option to reallocate funds between and within budget categories (Budget Revision), subject to the following criteria:
 - a. General Conditions for Budget Revisions
 - i. *Budget Revisions At or Exceeding 20%.*
 - A. The Contractor shall not reallocate funds between budget categories in an amount at or exceeding 20% of the total amount of the Contract per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Department's Project Officer.
 - B. The Contractor shall request prior written approval from the Department's Project Officer when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Contract per budget year.
 - C. Reallocations at or exceeding 20% of the total amount of the Contract per budget year may not occur more than once per budget year unless the Department's Project Officer finds that there is good cause for approving one additional request. The Project Officer's determination of good cause shall be final.
 - ii. *Budget Revisions Under 20%.* The Contractor shall notify the Department's Project Officer of any Budget Revision under 20% of the total amount of the Contract per budget year in writing, but need not request Department approval, except as provided for in Paragraph 4(a)(i)(B) above.

- iii. The Contractor shall obtain written approval from the Department's Project Officer prior to reallocating funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.
 - iv. The Contractor shall provide the Department's Project Officer with notice or make a request for approval prior to the submission of the next invoice based on these changes.
 - v. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.
- b. Budget Revisions Relating to Personnel
- i. Any change to funds in the Personnel Category requires the approval of the Department's Project Officer, and any such change at 20% or over as set forth in Paragraph 4(a) shall be counted as one Budget Revision under that paragraph.
 - ii. The Contractor may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, to increase the line items in that category unless one of the following circumstances apply:
 - A. The Contractor is subject to a collective bargaining agreement or other union agreement and, during the term of this Contract, salaries, hourly wages, or fringe benefits under this Contract are increased because of a renegotiation of that collective bargaining agreement or other union agreement. The Contractor shall submit to the Department's Project Officer written documentation of the new collective bargaining or other union agreement, which necessitates such reallocation.
 - B. The Contractor is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Contract. The Contractor shall submit to the Department's Project Officer written justification for the request to increase line item amounts and reallocation of funds in connection with filling such a position in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Contract, as well as the Contractor's inability to fill the position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
 - C. The Contractor is unable to perform the work of the Contract with the existing positions, titles or classifications of staff. The Contractor may add or change a position, title or classification in order to perform work that is already required. The Contractor shall submit to the Department's Project Officer for his or her approval written justification for the request to reallocate funds in connection with changing or adding a position, title or classification, in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the contract, as well as the Contractor's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
 - iii. The number of positions accounted for by any one line item may not be decreased, or consolidated into one position, without prior written approval of the Department.
 - iv. All increases are subject to the availability of funds awarded under this Contract. The Commonwealth is not obligated to increase the amount of award.
 - v. This paragraph is not intended to restrict any employee from receiving an increase in salary from the Contractor based on the Contractor's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Contract, the following shall apply. The Contractor shall submit monthly invoices within 30 days from the last day of the month within which the work is

performed. The final invoice shall be submitted within 45 days of the Contract's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. The Contractor shall be reimbursed only for services acceptable to the Department.

6. The Department, at its option, may withhold the last 20 percent of reimbursement due under this Contract, until the Project Officer has determined that all work and services required under this Contract have been performed or delivered in a manner acceptable to the Department.
 7. The Commonwealth will make payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). Within 10 days of the Grant award, the Grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The Grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
 - a. The Contractor 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 Contractor to properly apply the state agency's payment to the invoice submitted (for Contracts or Purchase Orders) or to the invoice or program (for Grant Agreements).
 - b. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Master Database (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - c. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.
- D. The Department's determination regarding the validity of any justification or of any request for approval under this Appendix B (Payment Provisions) is final.

INVOICE

67BUROPS

69183@pa.gov

Payee Name and Address Delaware County Executive Director 201 W. Front St, Rm 202 Media, PA 19063-2708			Date			
SAP Vendor Number 139089			Current Billing Period			
Telephone Number (610)891-4014			Invoice Number			
			SAP Document Number 4100095457			
Category	Budget Amount	Expenditures to Date for Prior Periods	Balance to Date from Prior Periods	Invoice Amount for Current Period	Cumulative Expenditures through Current Period	Action Amount (Tolerance Exceeded) (1)
I. Personnel Services			0.00		0.00	0.00
II. Consultant/Subcontract Services			0.00		0.00	0.00
III. Patient Services			0.00		0.00	0.00
IV. Supplies/Equipment			0.00		0.00	0.00
V. Travel			0.00		0.00	0.00
VI. Other Costs			0.00		0.00	0.00
Total Costs	0.00	0.00	0.00	0.00	0.00	0.00

Contractor's Authorized Signature

Date

(1) The Action Amount is the amount at which action is required, either a budget revision or written approval. Please refer to the payment provisions within the contractual document for allowability of reallocating funds between budget categories.

Appendix C
OVERALL BUDGET SUMMARY

Delaware County
4100095457
1/1/23 - 12/31/24

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT/SUBCONTRACT SERVICES	150,000.00	-	150,000.00
III. PATIENT SERVICES	-	-	-
IV. SUPPLIES/EQUIPMENT	-	-	-
V. TRAVEL	-	-	-
VI. OTHER COSTS	-	-	-
TOTAL	150,000.00	-	150,000.00

**Appendix C
BUDGET SUMMARY**

**Delaware County
4100095457
1/1/23 - 6/30/23**

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT/SUBCONTRACT SERVICES	-	-	-
III. PATIENT SERVICES	-	-	-
IV. SUPPLIES/EQUIPMENT	-	-	-
V. TRAVEL	-	-	-
VI. OTHER COSTS	-	-	-
TOTAL	-	-	-

Appendix C
Delaware County
4100095457
1/1/23 - 6/30/23

Categories	Original Budget	Amendment Type & Number	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	
I. PERSONNEL SERVICES			
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Total	-	-	-

Appendix C
Delaware County
4100095457
1/1/23 - 6/30/23

Categories	Original Budget	Amendment Type & Number	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	
II. CONSULTANT/SUBCONTRACT SERVICES			
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Total	-	-	-

Appendix C
Delaware County
4100095457
1/1/23 - 6/30/23

Categories	Original Budget	Amendment Type & Number	Total Budget
	<small>(IO# and IO# Begin and End Dates)</small>	<small>(IO# and IO# Begin and End Dates)</small>	
III. PATIENT SERVICES			-
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Categories	Original Budget	Amendment Type & Number	Total Budget
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IV. SUPPLIES/EQUIPMENT			-
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Appendix C
Delaware County
4100095457
1/1/23 - 6/30/23

Categories	Original Budget	Amendment Type & Number	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	
V. TRAVEL			
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**Appendix C
BUDGET SUMMARY**

**Delaware County
4100095457
7/1/23 - 6/30/24**

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT/SUBCONTRACT SERVICES	75,000.00	-	75,000.00
III. PATIENT SERVICES	-	-	-
IV. SUPPLIES/EQUIPMENT	-	-	-
V. TRAVEL	-	-	-
VI. OTHER COSTS	-	-	-
TOTAL	75,000.00	-	75,000.00

Categories	Original Budget	Amendment Type & Number	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	
V. TRAVEL			-
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Total	-	-	-

Appendix C
Delaware County
4100095457
7/1/23 - 6/30/24

Categories	Original Budget	Amendment Type & Number	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	
VI. OTHER COSTS			
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Total	-	-	-
TOTAL	75,000.00	-	75,000.00

**Appendix C
BUDGET SUMMARY**

**Delaware County
4100095457
7/1/24 - 12/31/24**

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT/SUBCONTRACT SERVICES	75,000.00	-	75,000.00
III. PATIENT SERVICES	-	-	-
IV. SUPPLIES/EQUIPMENT	-	-	-
V. TRAVEL	-	-	-
VI. OTHER COSTS	-	-	-
TOTAL	75,000.00	-	75,000.00

Categories	Original Budget	Amendment Type & Number	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	
I. PERSONNEL SERVICES			-
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Total	-	-	-

Appendix C
Delaware County
4100095457
7/1/24 - 12/31/24

Categories	Original Budget <small>(IO# and IO# Begin and End Dates)</small>	Amendment Type & Number <small>(IO# and IO# Begin and End Dates)</small>	Total Budget
II. CONSULTANT/SUBCONTRACT SERVICES			
Lead Hazard Control	75,000.00		75,000.00
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Total	<u>75,000.00</u>	-	<u>75,000.00</u>

Appendix C
Delaware County
4100095457
7/1/24 - 12/31/24

Categories	Original Budget	Amendment Type & Number	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	
V. TRAVEL			-
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TOTAL	75,000.00	-	75,000.00



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Sandy Garrison, Human Services

ITEM TYPE: Grant

AGENDA SECTION: Grants

SUBJECT: Approval to accept a \$15,000 Grant from the Pennsylvania Department of Military and Veterans Affairs for Fiscal Year 2022-23.

EXPENSE BUDGET LINE ITEM ACCOUNT: tbd

ESTIMATED/ACTUAL COST OF REQUEST: no cost

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Award Letter.pdf](#)
[Grant Agreement.pdf](#)



April 14, 2023

Ms. Sandra Garrison
Chief of Human Services and Community Support
Delaware County Veterans Affairs Office
201 West Front Street
Delaware, PA 19063

Dear Ms. Garrison:

I am pleased to inform you that the Delaware County Veterans Affairs Office has been **tentatively** approved to receive a grant award from the Pennsylvania Veterans' Trust Fund in the amount of \$15,000 for the purpose of providing outreach services to veterans. Please know that the Department of Military and Veterans Affairs cannot authorize the release of any funding associated with this grant award prior to completion of a fully executed Grant Agreement.

In order to fully execute this award, the attached Grant Agreement must be signed by all parties. Please have a legally authorized party from your organization sign and date the Grant Agreement and return **ONLY** pages 9 and 22 of the Grant Agreement via email to RA-MVVetTrustFund@pa.gov no later than April 26, 2023.

Prior to the authorization or issuance of any grant funding, a vendor number must be obtained and entered on the Grant Agreement before it can be routed for final signature. If your organization does not have a vendor number, you can return the Grant Agreement to us without the vendor number. We will begin circulating the document for Commonwealth signatures while your organization applies for a vendor number online at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>. It is imperative that your organization initiates this process immediately, so that your finalized Grant Agreement and release of funds will not be delayed.

If you have any questions or concerns, please direct them to Mrs. Jennifer Snyder via email to RA-MVVetTrustFund@pa.gov.

Sincerely,

Jennifer Snyder

Jennifer R. Snyder
Grants Manager
Department of Military and Veterans Affairs

VETERANS' TRUST FUND GRANT AGREEMENT

This Veterans' Trust Fund Grant Agreement ("Agreement") is made and entered into by and between the Commonwealth of Pennsylvania ("Commonwealth"), through the Department of Military and Veterans Affairs ("Department") with its principal offices located at Building 0-47, Fort Indiantown Gap, Annville, Pennsylvania 17003-5002 and Delaware County Executive Director ("Grantee") with its principal offices located at 201 West Front Street, Delaware, PA 19063.

The Department is an executive agency of the Commonwealth that is responsible for, among other things, the administration of the Veterans' Trust Fund ("VTF"). Pursuant to Section 1721(c) of Title 51 of the Pennsylvania Consolidated Statutes (51 Pa.C.S. § 1721 (c)), the Department may expend money from the VTF to give grants and funding to veterans' service organizations and other charitable organizations with a primary mission to serve Pennsylvania veterans, and to counties with new, innovative, and expanded activities or programs operated by a county director of veterans affairs or the State Association of County Directors of Veterans Affairs.

The Grantee submitted a grant application to the Department in response to the Department's Notice of Funding Announcement for Fiscal Year 2022-23. The Department has reviewed and approved the Grantee's grant application and has determined that the Grantee is an eligible veterans' service organization, charitable organization with a primary mission to serve Pennsylvania veterans, or county with activities or programs operated by a county director of veterans affairs or the State Association of County Directors of Veterans Affairs.

The Department desires to establish the terms and conditions upon which it is granting funds to the Grantee.

The parties, intending to be legally bound, agree as follows:

1. Grant Award/Payment. Subject to the availability of Commonwealth funds and compliance with the terms and conditions of this Grant Agreement, the Department hereby awards \$15,000 in VTF grant funds to the Grantee to support the activities described in the Grantee's Fiscal Year 2022-23 grant application ("Project"), which is attached to this Agreement as Exhibit A. The Grantee shall utilize the grant funds solely to carry out the Project in accordance with the budget included in Exhibit A. Upon receipt of grant funds from the Department, the Grantee shall promptly deposit the funds in a separate, interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC, NCUA or equivalent governmental insurer. The Grantee shall expend any interest earned on the deposited grant funds in accordance with this Agreement and for no other purposes.
2. Eligible Veterans. The Grantee shall provide all services to or open activities described in Exhibit A to all eligible veterans without regard to membership in or affiliation with a particular veterans organization.

3. Term. The term of this Agreement shall commence on the Effective Date (as defined below) and shall terminate on 5/31/2024 ("Term"), unless sooner terminated pursuant to paragraph 5. The Effective Date shall be the date that this Agreement is fully executed by the Grantee and the Department and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. This Agreement is not binding in any way, nor will the Commonwealth or the Department be bound, until this Agreement has been fully executed and sent to the Grantee.
4. Period of Performance. The period of performance for this Agreement is 6/1/2023 to 5/31/2024 ("Performance Period"). The Grantee may utilize grant funds received pursuant to this Agreement to pay for any expenses and costs incurred by the Grantee for the Project during the Performance Period to carry out the activities described in Exhibit A.
5. Termination. The Department may terminate this Agreement at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice of termination to the Grantee and specifying the effective date of the termination. The Grantee shall return all unused grant funds and interest earned therefrom to the Department no later than thirty (30) calendar days after the Effective Date of the termination.
6. Compliance Applicable Statutes, Regulations, and Requirements. The Grantee shall conduct all activities and perform all services set forth in this Agreement in accordance with all applicable statutes, regulations, conditions, directives, and guidelines. The Grantee shall comply with all future requirements determined by the Department to be appropriate and necessary.
7. Progress Reports. Grantees awarded funding shall, at a minimum, provide quarterly progress reports to the Department no later than thirty (30) days after the end of each quarter. Grantees shall submit progress reports, in the form and quantity, required by the Department and the reports shall include information regarding the activities conducted or services performed during the reporting period, accounting and other financial 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 Agreement as may be requested by the Department.
8. Inspections and Monitoring. The Department or its representative may conduct reasonable inspections and monitor the Grantee's performance under this Agreement. The Department shall review Grantee's performance of activities and services, funding execution, and documentation of expenditures on a continuing basis.
9. Maintenance of Books and Records. The Grantee, utilizing 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 Agreement, and reflecting all matters and activities covered by this Agreement. The Grantee shall maintain all required books and records for a period of three (3) years from the expiration or termination of this Agreement, except in those cases where unresolved audit questions may require maintaining some or all records for a

longer period. In such event, records shall be maintained until all pending matters are resolved. The Grantee shall safeguard all records containing Protected Health Information in accordance with Health Insurance Portability and Accountability Act of 1996 Privacy Rules set forth in section 160, 162, and 164 of Title 45 of the Code of Federal Regulations.

10. Audit Rights. At any time during normal business hours and as often as the Department deems necessary, the Grantee shall make available for inspection by the Department, the Commonwealth Auditor General, the Commonwealth Attorney General, or their duly authorized representative(s), all of its records with respect to all matters covered by this Agreement and will permit the Department, the Commonwealth Auditor General, the Commonwealth Attorney General, or their duly authorized representative(s) to audit, examine, and make copies of these records.
11. No Department Liability. The Department shall not be liable for any claims, damages or liability arising out of, or related to, Grantee's activities, equipment, personnel, programs or services funded in whole or in part pursuant to this Agreement. Nothing in this Agreement will be construed to waive or otherwise affect the sovereign immunity of the Commonwealth or its agencies.
12. Indemnification. The Grantee shall indemnify the Commonwealth, the Department, and their agents or employees against any and all claims, demands, and actions based on or arising out of any activities performed by the Grantee and its employees and agents under this Agreement; and shall defend any and all actions brought against the Commonwealth, the Department, and their agents or employees based upon any such claims or demands.
13. Insurance. The Grantee shall, at its expense, procure and maintain during the term of this Agreement standard liability insurance policies that protect or are endorsed to protect, the Commonwealth from claims of bodily injury, property damage, or both arising out of any activities performed by the Grantee or its employees or agents under this Agreement, 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 the activities or services when validly present on Grantee's premises, whether or not actually engaged in the activities or providing services at the time the claim inures. These policies shall not include any provision limiting the existing sovereign immunity of the Commonwealth. Upon request, the Grantee shall furnish to the Department proof of insurance as required by this paragraph.
14. Other Insurance/Payment Requirements. The Grantee, at its expense, shall provide workers' compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities or providing services pursuant to this Agreement.
15. Offset, Withholding, Recoupment. The Department may offset, withhold, or recoup grant funds if the Department determines that the expenditure(s) are or were not eligible or allowable under any policy, guideline, regulation, or requirement applicable to grant funding under this Agreement.

16. Subcontracts.

- a. Except as provided in subparagraph (c) of this paragraph, the Grantee shall not execute or concur in any subcontract or subgrant agreement with any person or entity in any respect concerning the activities and services performed under this Agreement without the prior written approval of the Department. In the event that the Department approves a subcontract or subgrant the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontractors or subgrantees.
- b. The Grantee shall not execute or concur in any subcontract or subgrant agreement declared disapproved by the Department. A subcontract or subgrant agreement shall be automatically disapproved, without a declaration from the Department, if the subcontractor or subgrantee is currently or becomes suspended or debarred by the Commonwealth or the federal government.
- c. Prior written approval of the Department shall not be required for the purchase of articles, supplies, equipment, and activities that are necessary for the performance of the services and activities required under this Agreement.
- d. All subcontracts involving the pass through of grant funds to subrecipients or subgrantees must include the audit and closeout requirements contained in Paragraph 19 entitled Contract Audit and Closeout Requirements and the maintenance of books and records and audit requirements contained in paragraphs 8 and 9.
- e. The Grantee shall ensure that all required audits of subcontractors and subgrantees are performed, and ensure that any findings contained in the audit reports are resolved. All costs deemed unallowable in the subcontract or subgrant audit reports are required to be returned to the Department, through the Grantee.

17. Acknowledgment of Commonwealth Assistance. Any Grantee publications funded utilizing grant funds awarded pursuant to this Agreement shall acknowledge the Department's financial assistance and shall contain the following statement, "Financial support provided by a VTF grant from the Pennsylvania Department of Military and Veterans Affairs." All pamphlets, publications, press releases, marketing, and media funded utilizing grant funds awarded pursuant to this Agreement shall contain the Veterans Trust Fund logo, which will be provided by the Department.

18. Travel Costs. Travel costs incurred by the Grantee that are paid with grant funds awarded pursuant to this Agreement shall not exceed those established by the Commonwealth Management Directive 230.10 as revised, Commonwealth Travel Policy.

19. Project Audit and Closeout Requirements.

- a. If the grant award is less than \$40,000, the Grantee shall submit a compiled financial statement to the Department no later than three (3) months after the date of expiration/termination of this Agreement.

- b. If the grant award is \$40,000 or more, the Grantee shall submit a final audit, performed by a Certified Public Accountant, that accounts for all expenditures of grant funds and accrued interest therefrom (“Project Audit”) no later than six (6) months after the Termination Date of this Agreement.
- c. It is the sole responsibility of the Grantee to obtain a compiled financial statement or Project Audit as required by this Agreement.
- d. The cost of obtaining a compiled financial statement or Project Audit shall be an allowable expense under this Agreement.
- e. A Project Audit performed under the Single Audit Act of 1984 will not be accepted in lieu of a Project Audit required under this Agreement.
- f. Project Audits must be conducted in accordance with the provisions of the then current U.S. General Accounting Office's Government Auditing Standards.
- g. The compiled financial statement or Project Audit shall cover expenditures from the grant awarded under this Agreement and shall encompass the Period of Performance.
- h. If the compiled financial statement or Project Audit, as accepted by the Department or any duly authorized representative, discloses that the full amount of the grant award was not required to complete the Project or that grant funds were improperly used, the funds that were unused, improperly used, or expended but not required to complete the Project shall be repaid to the Department within thirty (30) days of submission of the compiled financial statement or Project Audit.
- i. The Department reserves the right to have other state agencies or their authorized representatives perform additional audits of a financial or performance nature, if the Department, in its sole discretion, deems such an audit necessary. Any such additional audit work shall rely on work already performed by the Grantee or its auditor. The costs for any additional audit work performed by state or federal agencies will be borne by those agencies at no additional expense to the Grantee.
- j. All terms and conditions of this Agreement will remain in effect and be binding upon the parties until all reports, audits, and investigations related to the Project are submitted and accepted by the Department.
- k. None of the above provisions under this paragraph exempts the Grantee from maintaining records of state financial assistance programs or providing upon request, access to such records to the Department or its authorized representative(s).
- l. The submission of a Single Audit in accordance with the Single Audit Act and related Circulars does not exempt the Grantee from complying with all audit and closeout procedures as may be required by the Department.

20. Temporary Suspension.

- a. The Department, at its sole discretion, may temporarily suspend payments, suspend all or any part of the services or activities performed pursuant to the Agreement or both, at any time, by giving the Grantee written notice of the suspension. During the term of suspension, the parties shall retain and hold available any and all grant funds previously approved for application to the activities. The Grantee may not expend any such funds during the period that the Agreement is suspended, except as authorized pursuant to an order by 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 Agreement within a period of time agreed to by the Department.
- b. This Agreement is conditioned upon complete performance by the Grantee of past agreements or contracts between the parties. Complete performance includes the Grantee's timely submission of the required Final Audits for past agreements or contracts to the Department. In the event that the Department determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Department, by giving written notice to the Grantee, may suspend payments under this Agreement until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Department. When the Grantee has fulfilled its obligation under past agreements or contracts to the Department's satisfaction, the Department may resume payments under this Agreement.

21. Standard Provisions. The Grantee shall comply with the Commonwealth's standard contract provisions set forth in the following appendices to this Agreement:

- Appendix A - Contractor Responsibility Provision
- Appendix B - Offset Provision
- Appendix C - Non-Discrimination/Sexual Harassment Clause
- Appendix D - Right-to-Know Law Clause
- Appendix E - Pennsylvania Electronic Payment Program (PEPP) Clause
- Appendix F - Americans with Disabilities Act Provision
- Appendix G - Contractor Integrity Provision
- Appendix H - Worker Protection and Investment Certification Form

Any reference to "Contractor" contained in the appendices shall be interpreted as referring to the Grantee.

22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Department, the Grantee, and their respective successors and assigns.

23. Assignment. The Grantee may not assign or transfer its rights or duties under this Agreement without the prior written consent of the Department. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Department and any other third party, and under no circumstances shall the Commonwealth or the Department be held liable for any act or omission committed pursuant to an assignment.

24. Independent Contractor. Nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of partners between the

parties, or as constituting the Grantee as the representative or general agent of the Department for any purpose whatsoever.

25. 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 Agreement shall participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership, or association in which he or 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 Agreement or the proceeds thereof. The Grantee represents and warrants that it (including its directors, officers, members, and employees) has no interest and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of activities required to be performed under this Agreement. The Grantee further covenants that no person having any such interest shall be employed in the performance of any activities or services under this Agreement.
26. Amendments and Modifications. Modifications to the budget set forth in Exhibit A of no more than twenty five percent (25%) may be effectuated with the written approval of the Department upon written request by the Grantee. All other amendments or modifications to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.
27. Severability. The provisions of this Agreement shall be severable. If any phrase, clause, sentence, or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person, or circumstance shall not be affected thereby.
28. Applicable Law. This Agreement shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of this Agreement are expressly intended to be construed as covenants as well as conditions.
29. Titles Not Controlling. The titles of the sections and subsections in this Agreement 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.
30. No Waiver. No delay or failure on the part of the Department 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 Department hereunder are cumulative and concurrent and not exclusive of any rights or remedies that it might otherwise have. The Department shall have the right at all times to enforce the provisions of this Agreement in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Department in refraining from

so doing at any time. The failure of the Department at any time 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 Agreement or as having in any way or manner modified or waived the same.

31. Entire Agreement. This Agreement, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties. No provision of this Agreement shall be construed in any manner so as to create any rights in third parties not party to this Agreement. It shall be interpreted solely to define specific duties and responsibilities between the Department and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

[SIGNATURE PAGE FOLLOWS.]

The parties have caused this Agreement to be signed by their proper officials on the dates indicated below.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

Mark J. Schindler Date
Major General, Pennsylvania
Army National Guard
Acting Adjutant General

DELAWARE COUNTY VETERANS AFFAIRS OFFICE

Name: Date
Title:

COMM. OF PA VENDOR#: 139089

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel Date

Office of General Counsel Date Office of Attorney General Date

FUNDS CERTIFICATION

I hereby certify that funds in the amount of \$15,000 are available under:

Fund 2941200000 Cost Center 1340192000 G/L 6600400

Comptroller Date

FC Number

APPENDIX A
CONTRACTOR RESPONSIBILITY PROVISION

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 lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, agreement lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth. The term Bid/Contract includes this Agreement.

Contractor Responsibility Provisions

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, 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 its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

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 Commonwealth 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, to the best knowledge of the Contractor, 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 Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

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 that 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 either searching the Internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

APPENDIX B
OFFSET PROVISION

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

APPENDIX C

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE (Grants)

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

APPENDIX D

RIGHT-TO-KNOW LAW

1. The Grantee or Subgrantee understands that this Agreement and records related to or arising out of the 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 granting Commonwealth agency.
2. If the Commonwealth needs the Grantee’s or Subgrantee’s assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the 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 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 waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

9. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

APPENDIX E

PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP)

1. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at:

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

2. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.

3. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

APPENDIX F

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

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

APPENDIX G

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 (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- 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:
 - (1)** Ownership of more than a five percent interest in any business; or
 - (2)** 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:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and 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 it 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.

APPENDIX H

WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

BOP-2201



EXHIBIT A
2022-23
VETERANS' TRUST FUND
GRANT APPLICATION

ORGANIZATION: Delaware County Military and Veteran's Affairs WEBSITE: https://www.delcopa.gov/vetaffairs/index.html

ADDRESS: 201 West Front Street

CITY: Media STATE: PA ZIP: 19063 COUNTY: Delaware

CONTACT PERSON: Sandra Garrison TITLE: Chief of Human Services and Community Support

PHONE #: (610) 713-2324 ALTERNATE#: (610) 713-2323 EMAIL: garrisons@delcohsa.org

PROJECT DIRECTOR: Sandra Garrison PHONE: (610) 713-2324 EMAIL: garrisons@delcohsa.org

FINANCIAL OFFICER: Gaston Gonzalez PHONE: (610) 713-2115 EMAIL: gonzalezg@delcohsa.org

FEDERAL EMPLOYER ID # (EIN): 23-6003046 PA VENDOR #: 139089

LEGISLATIVE DISTRICTS: PA HOUSE #: 165 PA SENATE #: 26 Information can be found at <http://www.legis.state.pa.us>

U.S. HOUSE DISTRICT #: 5 Information can be found at <http://www.house.gov>

PROJECT TITLE: Delaware County Veteran's Outreach PROJECT PERIOD MONTHS: 12 18 24

GRANT REQUEST: \$ 15,000 MATCH: \$ 1,921.59 TOTAL COST: \$ 16,921.59

ELIGIBILITY: **NON-PROFIT CHARITABLE ORGANIZATION** With 501(c)(3) Status? YES NO
VETERANS' SERVICE ORGANIZATION With 501(c)(19) Status? YES NO

PLEASE ONLY SELECT ONE PRIORITY AREA

PRIORITY AREA: 1. TRANSPORTATION SERVICES 3. HOMELESSNESS
 2. BEHAVIORAL HEALTH INITIATIVES 4. EMPLOYMENT & EDUCATION

ELIGIBILITY: **COUNTY DIRECTORS OF VETERANS AFFAIRS** YES NO

PRIORITY AREA: 1. VETERAN OUTREACH INITIATIVES 3. HOMELESSNESS
 2. TRANSPORTATION SERVICES

The undersigned hereby certifies that the information contained in this proposal is true and correct to the best of my knowledge and that I am authorized to submit this application on behalf of this organization.

SIGNATURE: DATE: 1/18/23

PRINTED NAME: Sandra Garrison TITLE: Chief of Human Services and Community Support

PHONE: (610) 713-2324 EMAIL: garrisons@delcohsa.org

Mailing Address
 Department of Military & Veterans Affairs
 Division of Grants
 ATTN: Jennifer Snyder
 Building 0-47 Fort Indiantown Gap
 Annsville, PA 17003-5002

Contact Information
 Mrs. Jennifer Snyder
 Email: RA-MVVetTrustFund@pa.gov
 Phone: 717-861-6979

Deadline – January 19, 2023 2:00 pm EST
Required Attachments
 Cover Page (this page)
 Organizational Summary
 Program Narrative
 Budget Worksheet and Budget Narrative
 IRS letter of 501(c)(3) or (c)(19) status

ATTACHMENT 1. ORGANIZATIONAL SUMMARY. Describe your organization, its history, the purpose for which it was created, year of inception, mission, organizational oversight, and grant proposal. Identify partnerships with other military or veterans' organizations and veteran participation.

The Delaware County Office of Military and Veteran's Affairs is a department within the County's local government. Delaware County operates under the Home Rule Charter, as established in 1976. The five-member County Council is ultimately responsible for the operations and oversight of County Government. Per the Administrative Code, Council appoints an Executive Director to supervise operations for departments which are not directly managed by Council; Military and Veteran's Affairs is one such office. The organization structure of the office consists of a director, two Veteran's Service Officers, a Community Liaison, and an Administrative Assistant; all positions report to the director who is immediately supervised by the Chief of Community Services and Community Support.

The mission of the Delaware County Office of Military and Veteran's Affairs is to:

- Provide the best advice and assistance in obtaining benefits for Veterans and their dependents.
- Act as an advocate for Veteran's and their families so they receive all the benefits to which they are entitled.
- Increase awareness of all benefits for Veterans and their dependents.

The Delaware County Office of Military and Veteran's Affairs has begun to establish partnerships with other County Departments, such as Human Services and Workforce Development; as well as Court Departments as related to Veteran's Treatment Court. The office is beginning to work with outside agencies, such as Voice and Vision who is contracted through the County to provide CompPeer Corps, a peer-based support specifically for Veterans.

ATTACHMENT 2. PROGRAM NARRATIVE. Explain how your organization plans to use the grant funding, if awarded. Include program objectives, a timeline, performance measures, and anticipated outcomes. If you offer mental health services, supporting credentials must be provided.

Presently, the Delaware County Office of Military and Veteran's Affairs is undergoing a transitional period with an overarching goal to re-envision providing services to County Veteran's and become more ingrained in the community. A salient portion of this process includes making the public aware of the programming available through the office. It is within this vein, the office is applying for the Veteran's Trust Fund Grant.

Funding will be utilized to create and print brochures, which will highlight the programs offered within the County as well as other benefits available to Veterans. Program staff will attend community events in conjunction with other categorical County offices, such as Human Services, Workforce Development, and Aging Services; during which time brochures and promotional materials will be offered to attendees. Having the Military and Veterans Affairs Office participate in such activities in partnership with other service oriented departments furthers the County's efforts to fully implement the "No Wrong Door" philosophy by which residents are connected to all needed services regardless of their entry point.

To further advertise the programs offered for Veterans, the office will work with the County's Information Technology Department to publish videos to emphasize various initiatives. Videos will be accessible on the County's website and shown at events as well as outside of the office.

The Delaware County Workforce Development Board recently initiated a survey of County Veterans to strategize for planning of employment programs. Some of the included questions of the survey and focus groups will address how best to engage Veterans and ensure awareness of services.

ATTACHMENT 3. BUDGET WORKSHEET. Identify grant expenditures by budget category and list additional funding, if applicable, for the project's total cost. Applicants may add, delete, or rename the budget categories shown below to reflect their particular grant. **The maximum grant request from a VSO or non-profit is \$40,000. The maximum grant request from a county is \$15,000.**

BUDGET CATEGORY	DESCRIPTION	GRANT REQUEST	(OPTIONAL) MATCHING FUNDS	TOTAL COST
ADMINISTRATIVE PERSONNEL (NOT TO EXCEED 10%)	Staff attendance at outreach events	\$0	\$1,469.79	\$1,469.79
CONTRACTED PERSONNEL	Survey through Workforce Development Board	\$0	In-Kind	\$0
STAFF TRAVEL	Travel to outreach events	\$0	\$235.80	\$235.80
STAFF TRAINING				
FACILITIES				
EQUIPMENT	Video and display Equipment/Production	\$4,250.00	\$216.00	\$4,466.00
SUPPLIES				
EMERGENCY AID				
MARKETING & PUBLICATIONS	Brochures and Promotional Products	\$10,750.00	\$0	\$10,750.00
CONTRACTED SERVICES	Contracted Human Services Providers serving Veterans	\$0	In-Kind	\$0
CONSTRUCTION				
AUDIT				
OTHER				
OTHER				
TOTAL		\$15,000.00	\$1,921.59	\$16,921.59

ATTACHMENT 4. BUDGET NARRATIVE. Explain in chronological order how your organization plans to execute this funding. Include detailed budget requirements, cost calculations, and additional sources of funding, if applicable.

The anticipated number of events attended by the County Office of Military and Veteran's Affairs staff is six during the initial year of the initiative. Brochures and promotional products will be distributed to attendees, which will include contact information for the office. The quotes presume each event will be attended by an approximate 100-150 individuals. Additional brochures and pens will be used for distribution within the office and other County sites. Quotes for the video equipment and production, as well as display, was provided by the Count Information Technology Department.

Quotes:

Military-themed Stress Reliever 150 per 6 events @ \$2.92 each = \$2,628

Hand Sanitizer 150 per 6 events @ \$2.32 each = \$2,088

Pop Socket 100 per 6 events @ \$6.09 each = \$3,654

Pens 2000 @ \$0.29 each = \$580

Brochures 2,000 @ \$300 per 1,000 = \$600 for 3 variations of brochures = \$1,800

Video and display equipment/production = \$4,466

In-kind contribution to the initiative includes the inclusion of questions on the Workforce Development surveys related to engaging the Veteran community, staff time and equipment for the video production, and provider contracts for services within the community through Human Services. Staff time to attend various events is included as the County's contribution to the grant funds per below calculations.

Staff Costs:

Event Attendance – 4 hours per event for 2 employees for 6 events = 48 hours @ average pay of \$30.62 per hour = \$1,469.79

Travel – average of 30 miles round trip per 6 events per 2 employees @ \$0.655/mile = \$235.80



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Danielle Floyd, Public Works

ITEM TYPE: Advertisement

AGENDA SECTION: Advertisements

SUBJECT: Approval to advertise for the installation of a temporary gravel parking lot along Reed Road at the former Don Guanella property in Marple Township. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 01-0428-623000

ESTIMATED/ACTUAL COST OF REQUEST: \$200.00

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[BID - RFP TIMELINE - SITE IMPROVEMENT at FORMER DON GUANELLA PROPERTY - APR. 2023.pdf](#)

**SITE IMPROVEMENT at FORMER DON GUANELLA PROPERTY
BID TIMELINE**

DEPT. NAME: PUBLIC WORKS
CONTRACT #: eDPW-052423

BID/RFP DATE:
5/24/23

DESCRIPTION	WEEK DAY	DATE	TIME
DETAILED SCOPE OF WORK REVIEW	TUES.	April 4, 2023	3:00 p.m.
SOLICITOR'S REVIEW & APPROVAL	TUES.	N/A	3:30 p.m.
DIRECTOR OF CENTRAL PURCHASING REVIEW	MON.	April 10, 2023	2:30 p.m.
COUNCIL COMMITTEE REVIEW		N/A	4:00 p.m.
GRANICUS DEADLINE:	MON.	April 10, 2023	3:00 p.m.
COUNCIL MEETING:	WED.	April 19, 2023	
ADVERTISEMENT REQUEST TO NEWSPAPER(S):	THURS.	April 20, 2023	
ADVERTISEMENT PUBLICATION IN NEWSPAPER(S), WEBSITE & PENNBID:	TUES.	April 25, 2023	
WALK THROUGH/PRE-BIDDER/PROPOSAL CONFERENCE:	TUES.	May 9, 2023	11:00 a.m.
FINAL DAY FOR BIDDER'S QUESTIONS:	THURS.	May 11, 2023	2:00 p.m.
FINAL DAY FOR ADDENDUM ANSWERS:	MON.	May 15, 2023	2:00 p.m.
ADDENDUM REQUEST TO NEWSPAPER(S):	THURS.	May 11, 2023	3:00 p.m.
ADDENDUM PUBLICATION IN NEWSPAPER(S), WEBSITE & PENNBID:	TUES.	May 16, 2023	
BID OPENING/RFP SUBMISSION DEADLINE:	WED.	May 24, 2023	11:00 a.m.
PURCHASING EVALUATION/RECOMMENDATION:	THURS.	May 25, 2023	1:30 p.m.
PRO-COMMITTEE SELECTION CRITERIA DEADLINE:	FRI.	N/A	1:30 p.m.
DE-SCOPE/PRE-AWARD/INTERVIEW:	FRI.	May 26, 2023	TBD
POST INTERVIEW SELECTION DEADLINE:	THURS.	N/A	12:00 p.m.
PURCHASING'S EVALUATION OF COMMITTEE'S TABULATION & RECOMMENDATION:	FRI.	N/A	4:30 p.m.
DEPARTMENT AWARDEE RECOMMENDATION:	FRI.	May 26, 2023	2:30 p.m.
COUNCIL COMMITTEE REVIEW	TUES.	N/A	4:00 p.m.
GRANICUS DEADLINE:	TUES.	May 30, 2023	3:00 p.m.
CONTRACT TO BE PREPARED & SENT TO AWARDEE:	WED.	May 31, 2023	
AGENDA MEETING:	TUES.	June 6, 2023	10:00 a.m.
COUNCIL MEETING:	WED.	June 7, 2023	6:00 p.m.
CLERK'S APPROVAL NOTICE/RESOLUTION	THURS.	June 8, 2023	
FULLY EXECUTED CONTRACT (ANTICIPATED)	TUES.	June 20, 2023	
ANTICIPATED COMMENCEMENT OF WORK:	MON.	July 3, 2023	
ANTICIPATED TIME FOR COMPLETION:	MON.	June 30, 2025	



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Mary Walk, Judicial Support

ITEM TYPE: Professional Service Agreement

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of Professional Services Agreement with Thomson Reuters Court Management Solutions for a term of five (5) years to April 19, 2028 for an amount not to exceed \$2,207,769.00. This Agreement will encompass three separate components: 1) moving our existing Civil Case Management System to the Microsoft Azure cloud; 2) upgrading the Case Management System; and 3) moving Family Law section filings (Divorce and Custody) to electronic filing. There are milestone payments related to this Agreement, as well as annual payments over the course of the five-year Agreement.

EXPENSE BUDGET LINE ITEM ACCOUNT: IT Department Capital Request

ESTIMATED/ACTUAL COST OF REQUEST: \$2,207,769.00 over a five-year period.

FUNDING SOURCE: Capital

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: John Becht, Information Technology

ITEM TYPE: General

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of Maintenance Software Agreement with MTS Solutions for the term of January 1, 2023 through December 31, 2023 in the amount \$125,782.27. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 01-0727-633041

ESTIMATED/ACTUAL COST OF REQUEST: 125,782.27

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Delaware County 2023 renewal.pdf](#)
[Sole Source DELCO \(002\).pdf](#)

2023 Support Maintenance and Upgrade Assurance **Summary**

Software Support and Assurance Total- \$125,782.27

During the period of time covered by the Agreement, MTS will perform software support between the hours of 8:30am and 5:00pm that is necessary to keep the system operating correctly, Monday through Friday (except holidays) at no additional cost to the customer. For the Sheriff's Office (WRITS Application) coverage is 7X24. Software Support is a service provided by MTS that covers all support issues that pertain to imaging software products. This support includes technical support via the telephone, diagnostic support, and onsite technical assistance. Also included is the installation and testing of any new releases that are incorporated in the Software Assurance Agreement.

Software Assurance is a fee charged directly by the Software Manufacturer through it's Business Partners (MTS Software) to provide updates for same number versions, "bug" fixes, and enhancements for it's software that are released by the Software Manufacturer during the period of time covered by the agreement.

Payment Terms: Prior to Expiration



ANNUAL SOFTWARE SUPPORT

January 1, 2023 to December 31, 2023

OnBase Software Assurance
And ISW Software Support

Product Description	Qty	Model	Contract Price
Application Enabler Maintenance	1	AEMPI1	\$6,929.80
Concurrent Client (101-200) Maintenance	75	CTMPC2	\$28,102.72
Document Import Processor Maintenance	1	DPMPW1	\$1,355.83
Full-Text Indexing Concurrent Client for Autonomy IDOL Maintenance	3	IDMPC1	\$286.23
Full-Text Indexing Server for Autonomy IDOL Maintenance	1	IDMPI1	\$2,711.66
Multi-User Server Maintenance	1	OBMPW1	\$2,259.72
Named User Client (1-100) Maintenance	1	CTMPN1	\$301.28
Production Document Imaging (ISIS) Maintenance	1	ASMPW1	\$1,732.45
Production Document Imaging (TWAIN) Maintenance	20	TIMPW2	\$17,324.50
Unity Automation API Maintenance	1	UAMPI1	\$5,197.35
Unity Client Server Maintenance	1	UNMPI1	\$2,711.66
Unity Forms Maintenance	1	UFMPI1	\$
Unity Integration Toolkit Maintenance	1	UIMPI1	\$2,711.66
Web Server Maintenance	1	WTMPW1	\$2,711.66
Workflow Concurrent Client SL (51-100) Maintenance	55	WLMP3	\$29,677.62
Workflow Workstation Client SL (1-20) Maintenance	1	WLMPW1	\$376.62
WRITS	1	WRITMTS	\$15,064.78
RM Server	1	RMSMTS	\$5,633.75
RM Concurrent	10	RMCMTS	\$692.98

\$ 125,782.27

May 5, 2022

Delaware County
201 West Front Street
Media, PA 19063

Attn: John Becht

Re: Sole Source for Hardware Support

Dear John,

Initium SoftWorks, LLC is the sole source provider for the scanning hardware running at Delaware County. The scanners are associated to the capture method relative the existing OnBase Application. The maintenance covers the hardware as well as the integration of the hardware to the software platform.

Should you have any questions, please do not hesitate to contact us at 856-642-1188.

Regards,

Ross A Smith

Ross Smith
Principal/CEO



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Christine Keck, Personnel

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of a Settlement Proposal for a new Collective Bargaining Agreement and between the County of Delaware and the Delaware County Lodge No. 27 of the Fraternal Order of Police on behalf of the members of the Delaware County Criminal Investigative Division (CID) covering the period of January 1, 2023 through December 31, 2026 and approval of the interfund transfer from the Budget Contingency to the District Attorney's Office budget in the General Fund of \$145,103.98 for the salary adjustments; \$55,125 in clothing allowance and \$120,000 for Premium Pay as allowed under the American Rescue Plan Act (ARPA). Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 01/1000/669211 (Operating Budget), 49/1000/5850/509000 (ARPA)

ESTIMATED/ACTUAL COST OF REQUEST: \$150,228.98 operating, \$120,000 from ARPA

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Copy of the Settlement Proposal is attached. The agreement provides for the drafting of a consolidated Collective

Bargaining Agreement incorporating the terms and agreement of this proposal.

ATTACHMENTS:

[230329 - FOP Settlement Agreement 4 Yr.pdf](#)

AGREEMENT

THIS AGREEMENT, by and between the COUNTY OF DELAWARE (hereinafter referred to as "County") and the FRATERNAL ORDER OF POLICE, DELAWARE COUNTY LODGE NO. 27 ("Lodge 27" or "FOP"), on behalf of the members of the CRIMINAL INVESTIGATION DIVISION OF THE DISTRICT ATTORNEY'S OFFICE OF THE COUNTY OF DELAWARE (hereinafter referred to as "CID"), intending to be bound hereto.

WITNESSETH

WHEREAS, the Binding Arbitration Act of 1968 provides that settlements entered into as a result of collective bargaining shall be reduced to written agreement; and

WHEREAS, the County and the CID have, on the date set forth above, reached an agreement concerning terms and conditions of employment of the CID;

NOW THEREFORE, the CID and the County set forth the following to become effective January 1, 2023 through December 31, 2026, and for the duration thereof, which constitutes the agreement reached between the parties hereto:

TERM OF AGREEMENT:

The term of the existing Agreement shall be extended by four (4) years, commencing January 1, 2023 through December 31, 2026.

WAGES:

On January 1, 2023, the annual base salary of all CID Detectives shall be increased by three and one-half (3.5%) percent.

On January 1, 2024, the annual base salary of all CID Detectives shall be increased by three and one-half (3.5%) percent.

On January 1, 2025, the annual base salary of all CID Detectives shall be increased by three and one-half (3.5%) percent.

On January 1, 2026, the annual base salary of all CID Detectives shall be increased by three and one-half (3.5%) percent.

PREMIUM PAY:

Effective as of January 1, 2023, all Detectives shall receive a one-time “premium payment” in the amount of three thousand (\$3,000) dollars. That payment shall be made to each Detective who was employed by the County in good standing as of September 30, 2022.

Effective as of January 1, 2024, all Detectives shall receive a one-time “premium payment” in the amount of three thousand (\$3,000) dollars. That payment shall be made to each Detective who is employed by the County in good standing as of September 30, 2023.

HEALTHCARE:

Article 15 of the 2018-2022 Collective Bargaining Agreement shall be restated as follows:

ARTICLE 15 - HOSPITAL AND MEDICAL BENEFITS

Section 1.

For the term of the Agreement, the County shall continue to provide all active Detectives and their dependents with the health insurance coverage precisely as it existed under and pursuant to the 2018-2022 Collective Bargaining Agreement; except, however, effective as of January 1, 2024, the County shall no longer be required to provide the HMO Plan to Detectives and/or their dependents.

Accordingly, the existing health insurance coverage provided to Detectives shall remain “As-Is” including but not limited to hospital and medical, prescription, dental and vision coverages (with the exception of the elimination of the HMO effective January 1, 2024).

Effective as of January 1, 2023, all Detectives shall have the option, at their sole discretion, to elect coverage under the High Deductible Health Plan (HDHP) as is provided to other County employees. The terms of that Plan shall mirror the terms of the HDHP as provided to other County employees. In addition, each Detective who elects to receive health insurance coverage under the HDHP shall be entitled to receive a Health Savings Account (HSA), with a portion of the Deductible to be funded by the County via the HSA. The HSA contribution by the County shall be equal to or exceed the highest amount provided by the County to any other employee.

Additionally, the County shall further upgrade the benefits to the same extent as any other County bargaining employee benefits.

Detectives seeking to make changes in their health care options will be required to go through the County's open enrollment process.

Section 2.

Contribution of Actively-Employed Detectives Toward Health Insurance Coverages:

Effective January 1, 2024, ***all actively employed CID Detectives, regardless of date of hire, shall*** make the following annual contributions toward the cost of the health insurance (which includes hospital and medical, prescription, dental and vision coverages):

<u>Type of Coverage</u>	<u>Employee Cost*</u>
Single	1.0% of Base Pay*
Employee + Child(ren)	1.5% of Base Pay*
Employee + Spouse	2.0% of Base Pay*
Family	2.5% of Base Pay*

****NOTE: The healthcare contribution shall apply only to the first \$100,000 of base salary and shall not apply to any pay other than base, nor shall it apply to any base salary in excess of \$100,000.***

Section 3.

The County may use the carrier of its choice to provide all employee health and medical benefits at the existing levels of coverage at a reasonable price. A change in carrier, however, shall not result in an erosion of benefits. Changes in plan design may be suggested to the FOP/CID; however, any change will require the agreement of the FOP/CID.

Section 4.

The County shall provide vision care insurance for all Detectives and their families at the level of coverage as was required pursuant to the 2018-2022 Collective Bargaining Agreement (National Vision Administrators (NVA) Plan), and which provides at least as follows:

- | | | |
|----|-----------------|----------|
| a. | Vision analysis | \$100.00 |
| b. | Prescription | \$ 60.00 |
| c. | Bifocal | \$175.00 |
| d. | Trifocal | \$200.00 |
| e. | Lenticular | \$210.00 |
| f. | Frames | \$100.00 |
| g. | Contacts | \$135.00 |

Section 5.

The County shall provide to all CID Detectives and their dependents the dental and orthodontic benefits at the level of coverage as was required pursuant to the 2018-2022 Collective Bargaining Agreement (Guardian Dental Insurance Plan).

HOLIDAYS:

Effective as of January 1, 2023, the list of annual, paid Holidays shall be revised to remove Columbus Day and Primary Election Day as Holidays. In addition, the list of annual, paid Holidays shall be amended to add Juneteenth and a “Floating” Holiday.

TRAVEL PER DIEM:

Detectives shall be entitled to receive per diem for work related travel as per the adopted US GSA schedule for the area of travel.

CLOTHING ALLOWANCE:

Effective January 1, 2023, the annual clothing allowance shall be increased to \$1,000.

Effective January 1, 2024, the annual clothing allowance shall be increased to \$1,050.

Effective January 1, 2025, the annual clothing allowance shall be increased to \$1,100.

CONSOLIDATED AGREEMENT:

The parties shall draft a Consolidated Collective Bargaining Agreement (CCBA) incorporating the terms and conditions set forth in this Agreement.

“AS-IS”:

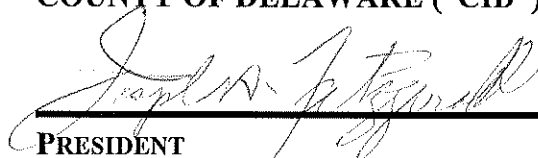
Article 29 of the 2018-2022 Collective Bargaining Agreement shall be restated as follows:

All other benefits previously agreed upon through collective bargaining agreements, previous arbitration awards, or previously enjoyed, shall remain “As-Is.” All other benefits of employment shall remain “as-is” unless modified by mutual consent.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals.

**THE COUNTY OF DELAWARE,
BY:**

**FRATERNAL ORDER OF POLICE,
DELAWARE COUNTY LODGE NO.27, on
behalf of the members of the CRIMINAL
INVESTIGATION DIVISION OF THE
DISTRICT ATTORNEY’S OFFICE OF THE
COUNTY OF DELAWARE (“CID”), BY:**



PRESIDENT

Date: 3/28/2023

ATTEST:


Secretary

Date: 3/28/23



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Danielle Floyd, Public Works

ITEM TYPE: Amendment

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of change orders #1 and #2 to contract # eDPW-101922-A between the County of Delaware and Hirschberg Mechanical LLC for the Domestic Hot Water Replacement capital project at G.W. Hill Correctional Facility in the amount of \$15,743.38. The value of the contract will increase from \$783,140 to \$798,883. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 4669-9505 -704001

ESTIMATED/ACTUAL COST OF REQUEST: \$15,743.38

FUNDING SOURCE: Capital

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Hirschberg Mechanical. Change orders #1 and 2.pdf](#)
[Hirschberg 120722 Agenda Item.pdf](#)

CHANGE ORDER

OWNER 9
 ARCHITECT 9
 CONTRACTOR 5
 FIELD 9
 OTHER

DOCUMENT G701

PROJECT: (name, address)
 George Hill Correctional Facility -- Domestic
 Water Heater Replacements
 Delaware County
 Thorton, Pa

CHANGE ORDER NUMBER: Plumbing CO#1

TO (Contractor)

Hirschberg Mechanical
 Willow Grove, Pa

PROJECT NO: DELCO # eDPW-101922
 G&H # 2022-165

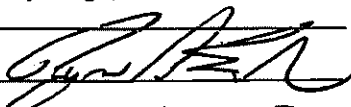
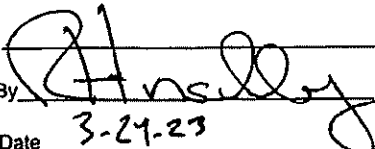
CONTRACT FOR:

CONTRACT DATE:

You are directed to make the following changes in this Contract:

Add (2) 4" Isolation valves and associated 4" tees along with a 4" bypass valve in the piping system of the new domestic hot water system to facilitate the future water softener system.

The original Contract Sum was	\$	783,140.00
Net change by previous Change Orders	\$	0.00
The Contract Sum Prior to this Change Order was	\$	0.00
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order ..	\$	6,189.14
The new Contract Sum including this Change Order will be	\$	789,326.14
The Contract Time will be (increased) (decreased) (unchanged) by		(0) Days.
The Date of Completion as of the date of this Change Order therefore is not required.		

ARCHITECT Gillan and Hartmann, Inc.	CONTRACTOR Hirschberg Mechanical	OWNER DELCO
Address PO Box 345 Valley Forge, PA 19481	Address	Address
By 	By 	By _____
Date 3-24-2023	Date 3-24-23	Date _____

Caution: You should use an original document which has this caution printed in Red. An original assures that changes will not be obscured as may occur when documents are reproduced.
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CHANGE ORDER

OWNER 9
 ARCHITECT 9
 CONTRACTOR 5
 FIELD 9
 OTHER

DOCUMENT G701

PROJECT: (name, address)
 George Hill Correctional Facility – Domestic
 Water Heater Replacements
 Delaware County
 Thorton, Pa

CHANGE ORDER NUMBER: Plumbing CO#2

TO (Contractor)

Hirschberg Mechanical
 Willow Grove, Pa

PROJECT NO: DELCO # eDPW-101922
 G&H # 2022-165

CONTRACT FOR:

CONTRACT DATE:

You are directed to make the following changes in this Contract:

Add gas relief vents through the roof using chem-curb. Submittals attached.

The original Contract Sum was	\$	783,140.00
Net change by previous Change Orders	\$	6,189.14
The Contract Sum Prior to this Change Order was.....	\$	789,326.14
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order ..	\$	9,554.24
The new Contract Sum including this Change Order will be.....	\$	798,880.38
The Contract Time will be (increased) (decreased) (unchanged) by		(0) Days.
The Date of Completion as of the date of this Change Order therefore is not required.		

ARCHITECT Gillan and Hartmann, Inc.	CONTRACTOR Hirschberg Mechanical	OWNER
Address PO Box 345 Valley Forge, PA 19481	Address	Address
By _____	By <i>Robert Hirschberg</i>	By _____
Date	Date 4-11-23	Date

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Item Cover Page

COUNTY COUNCIL AGENDA ITEM REPORT

DATE: December 7, 2022

SUBMITTED BY: Denise Long, Public Works

ITEM TYPE: Award of Contract

AGENDA SECTION: Consent Agenda Items

SUBJECT: Approval of contract # eDPW-101922-A between the County of Delaware and Hirschberg Mechanical LLC for Domestic Hot Water Replacement at G.W. Hill Correctional Facility for a fee of \$783,140.00. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 4669-9505 -704001

ESTIMATED/ACTUAL COST OF REQUEST: \$783,140.00

FUNDING SOURCE: Capital

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Hirschberg Intent to Award 112222.pdf](#)
[Hirschberg Proposal.pdf](#)
[Hirschberg Contract](#)



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Sheree Frazier, Human Services

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of Early Learning Resource Center Regulated Agreements for the attached list of Fiscal Year 22/23 for the increased provision of subsidized childcare. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 1923-4204-631000

ESTIMATED/ACTUAL COST OF REQUEST: N/A*

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: The attached list of Regulated Providers have submitted the required information to establish a Provider Agreement with Early Learning Resource Center (ELRC) of Delaware County to accept subsidized child care.

ATTACHMENTS:
[2302 ELRC FY_2223.pdf](#)

**EARLY LEARNING RESOURCE CENTER REGION 15 (ELRC)
22/23 REGULATED AGREEMENTS**

<u>AGREEMENT NUMBER</u>	<u>PROVIDER</u>	<u>TERM</u>	<u>AMOUNT</u>
ELRC 1035/22	Early Childhood Educators of PA, Haines Rd, LLC	3/1/23-*	N/A (Based on maximum State childcare allowance)
ELRC 1036/22	C Cube Learning Center	1/1/23-*	N/A (Based on maximum State childcare allowance)
ELRC 1037/22	Anita Blocker-Hamond	3/1/23-*	N/A (Based on maximum State childcare allowance)
ELRC 1038/22	Sundance Kids of Logan Square, LLC	11/1/22-*	N/A (Based on maximum State childcare allowance)
ELRC 1039/22	Tiffany Tucker	11/1/22-*	N/A (Based on maximum State childcare allowance)

***Either party may terminate this Agreement in accordance with Article IV of this Agreement.**



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Sheree Frazier, Human Services

ITEM TYPE: Amendment

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to Amend Agreement #ELRC 138/19 between the County of Delaware Early Learning Resource Center and A Childs Place Extended Care Inc to add site #46 to their Early Learning Resource Center Agreement, due to accepting subsidized childcare clients. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 1923-4204-631000

ESTIMATED/ACTUAL COST OF REQUEST: N/A*

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Amendment #4 adds site #46 located at 841 W King HWY Coatesville, PA 19320 to the Providers Agreement to accept subsidized childcare clients.

ATTACHMENTS:
[2335 Amend ELRC 138_19 A Childs Place Extended Care Inc.pdf](#)

AMENDMENT # 4

FISCAL YEAR 22/23

Agreement # ELRC 138/19

Date of Agreement July 1, 2019

Date of Amendment April 19, 2023

Between: County of Delaware and A Childs Place Extended Care Inc

For the following services: Subsidized Day Care

is hereby amended adding new site #46 effective March 1, 2023. See attached Appendix B – Provider’s Closed Days, Appendix C-1 – Provider’s Reported Rates, Appendix C-2 – Provider’s Payment Rates, Appendix G – Provider’s Service Schedule, and Appendix H – Capacity Compliance Statement for site #46 along with a revised Appendix E – Multiple Locations.

The maximum County dollars now available under this Agreement are N/A.

In all other respects, Agreement #ELRC 138/19 is incorporated by reference herein, ratified and in full force and effect.

Provider of Service

County of Delaware

A Childs Place Extended Care Inc

NAME OF AGENCY

COUNTY COUNCIL CHAIR

AUTHORIZED SIGNATURE

DATE

ATTEST:

DATE

COUNTY CLERK

AGREEMENT #ELRC 138/19

County Code: 23
10,36,39,46

PELICAN PROVIDER ID: 5113599901-

For Official Use Only

CERTIFIED PROVIDER AGREEMENT

Type of Care (check one):

- Family Child Care Home (FCCH)
 Group Child Care Home (GCCH)
 Child Care Center (Center)

Legal Entity Name: A Childs Place Extended Care Inc

Physical Address: 1013 West 9th Avenue
Suite G
King of Prussia PA 19406

Payment/Mailing Address:

Telephone Number: 610-272-8085 Fax Number (if you have one): 610-710-4305

E-mail Address (if you have one): jen@acpkids.com

Web Site (if you have one): _____

Name of Contact Person: Tracie Costello

Title of Contact Person: CEO

FEIN Number: 45-5283873

Social Security Number (Family Child Care only, if no FEIN): _____

Legal Entities with Multiple Locations:

Legal entities with multiple locations must use Appendix E to list all location-specific information.

PURPOSE:

Provider wishes to participate in the Pennsylvania subsidized child care program, Child Care Works. Provider agrees to provide subsidized child care services for those children who are eligible for child care subsidy and authorized for payment by the Early Learning Resource Center (ELRC). This Certified Provider Agreement (Agreement) explains what must be done in order to participate. By signing this Agreement, provider agrees to comply with the requirements of program participation, enforced by the ELRC and the Department of Human Services (DHS). Provider knows that information about the provider's program may be shared with DHS and its agents, including the employees of the ELRC, the Office of Child Development and Early Learning (OCDEL), the Office of Income Maintenance (OIM), the DHS County Assistance Offices (CAO), the Office of State Inspector General (OSIG), the U.S. Comptroller General's Office and its agents, the U.S. Department of Health and Human Services and its agents, and the Internal Revenue Service (IRS).

APPENDIX C-1: ELRC SUBSIDIZED CHILD CARE PROVIDER REPORTED RATES, FY 2022 - 2023 (Certified Providers Only)

Facility Name: A Childs Place Extended Care Inc.	
Address: 841 W Kings Hwy	
City: Coatesville	State: PA
Telephone: 610-272-8085	County: Chester
Type of Program: <input checked="" type="checkbox"/> Center	Group
	Family
	Zip: 19320

Provider's Rate(s): **A copy of your published rate must accompany this form**

Enter your current rates. Enter N/A if the service is not provided.	0-12 months	13-24 months	25-36 months	37 months to date child enters Kindergarten	Kindergarten up to 13 th birthday SCHOOL YEAR	Kindergarten up to 13 th birthday SUMMER ONLY
	\$0.00 per week	\$0.00 per week	\$0.00 per week	\$225.00 per week	\$95.00 per week	\$300.00 per week
What is your weekly rate per child for FULL-TIME care (five days per week, Monday through Friday)? Full-Time = 5 or more hours of care per day	\$0.00 per week	\$0.00 per week	\$0.00 per week	\$155.00 per week	\$95.00 per week	\$300.00 per week
What is your weekly rate per child for PART-TIME care (five days per week, Monday through Friday)? Part-Time = less than 5 hours of care per day	\$0.00 per week	\$0.00 per week	\$0.00 per week	\$155.00 per week	\$95.00 per week	\$300.00 per week

* I will accept a blended school year rate.

I confirm that these are my current rates.

Provider Representative Signature and Title _____ Print Provider Representative Signature _____ Date _____

*The subsidized child care program "blended rate" averages rates for 180 part days and 25 full days to create a standard school year rate. This creates one rate for the school year that incorporates days when a child attends child care full day. Failure to accept the blended rate will result in payment of a part-time rate for all 205 days during the school year.



**Regulated Rates Appendix C-2: ELRC SUBSIDIZED CHILD CARE PROVIDER
PAYMENT RATES EFFECTIVE 03/01/2023**

Provider ID: 5113599901-46

Provider Type: Center

A CHILDS PLACE EXTENDED CARE INC
A CHILDS PLACE AT KINGS HIGHWAY ELEMENTARY
1013 W 9TH AVE STE G
KING OF PRUSSIA, PA, 19406-1208

Registration Fee: \$75.00

County: Chester

CARE LEVEL	UNIT OF CARE	SUBSIDY PAYMENT RATE	BLENDED RATE	STARS ADD-ON RATES			
				STAR 1	STAR 2	STAR 3	STAR 4
Infant	Full Time	N/A	N/A	\$0.00	\$2.00	\$8.70	\$13.20
	Part Time	N/A	N/A	\$0.00	\$1.20	\$4.15	\$5.25
Young Toddler	Full Time	N/A	N/A	\$0.00	\$1.85	\$8.45	\$12.95
	Part Time	N/A	N/A	\$0.00	\$1.10	\$3.95	\$5.00
Older Toddler	Full Time	N/A	N/A	\$0.00	\$1.85	\$8.45	\$12.95
	Part Time	N/A	N/A	\$0.00	\$1.10	\$3.95	\$5.00
Preschool	Full Time	\$45.00	\$32.71	\$0.00	\$0.95	\$5.90	\$9.20
	Part Time	\$31.00	\$32.71	\$0.00	\$0.45	\$2.50	\$3.20
School Age	Full Time	\$47.00	\$22.41	\$0.00	\$0.95	\$5.90	\$9.20
	Part Time	\$19.00	\$22.41	\$0.00	\$0.45	\$2.50	\$3.20

The full-time subsidy payment rate is paid for five or more hours of child care per day.

The part-time subsidy payment rate is paid for up to four hours and 59 minutes (not five hours) of child care per day.

The blended rate is paid for child care for children attending school during the school year. It combines days during the school year when the child requires part-time care with days during the school year when the child requires full-time care.

Note: You must add the STAR Add-On Rate for your STAR level to the Subsidy Payment Rate in order to determine your total reimbursement rate for that specific care level.

COUNTY CODE: 23

PELICAN ID: 5111359901-10.36.39.46

135

Legal Entity Name: A Childs Place Extended Daycare Inc

FEIN: 45-5283873

APPENDIX E (Continued)

PELICAN ID (CGIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
5111359901-46	<p>Name of Location: A Childs Place at Kings Highway Elementary</p> <p>Location Physical Address: 841 W King HWY Coatesville PA 19320</p> <p>Contact Person: Dana Podgorski</p>	610-272-8085	<input checked="" type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group
	<p>Name of Location: _____</p> <p>Location Physical Address: _____ _____</p> <p>Contact Person: _____</p>		<input type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group
	<p>Name of Location: _____</p> <p>Location Physical Address: _____ _____ _____</p> <p>Contact Person: _____</p>		<input type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Additional pages may be added as needed.

COUNTY CODE: 23

PELLICAN ID: 5111359901-10,36,39,46

Legal Entity Name: A Childs Place Extended Daycare Inc

FEIN: 45-5283873

Address: 1013 West 9th Avenue Suite G King of Prussia PA 19406

Phone Number: 610-272-8085

Legal Entity Contact: Tracie Costello

**APPENDIX E: MULTIPLE LOCATIONS
(REGULATED PROVIDERS ONLY)**

List all provider locations included in this Agreement. Please select only one provider type per location.

PELLICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
5111359901-10	Name of Location: ACP Extended Care Inc Hillisdale Elementary Location Physical Address: 725 West Market Street West Chester PA 19382 Contact Person: NA	610-272-8085	<input checked="" type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5111359901-36	Name of Location: A Childs Place Extended Care Inc Location Physical Address: 400 South Fairfield Road Devon PA 19333 Contact Person: Dana Podgorski	610-787-1423	<input checked="" type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5111359901-39	Name of Location: A Childs Place Extended Care Inc Location Physical Address: 524 Sugartown Road Devon PA 19333 Contact Person: Nina Castro	610-687-4999	<input checked="" type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group

APPENDIX B - PROVIDER'S CLOSED DAYS

The ELRC may pay for up to 15 closed days for which the provider charges private-pay families. The ELRC will not pay a provider for more than 15 closed days for any reason during a fiscal year. Please circle the appropriate choice for the major state-observed holidays and list any additional days you will be closed during the period from **July 1, 2022 to June 30, 2023**:

MAJOR STATE-OBSERVED HOLIDAYS	DATE	Do Private-Pay Parents Pay For This Closed Day?	If you are <u>not closed</u> on this day, circle OPEN.
Closures on File in Pelican			

ADDITIONAL CLOSED DAYS		

County Code: 23

PELLICAN ID 5113599901-46

APPENDIX G: PROVIDER SERVICE SCHEDULE

List the days and hours your provider location offers child care services. Use a separate sheet for each location. Circle AM or PM for each daily start and end time. Only enter time in Session 2 if the location is closed during part of the day, even if you offer multiple shifts. For example if you offer only before- and after-school care, enter 6:00 AM to 9:00 AM in Session 1 and 2:00 PM to 5:00 PM in Session 2. If you offer 24- hour care, place an "X" in the box under "24 Hours".

DAY	<i>Session 1</i>				<i>Session 2</i>				24 Hours
	START TIME	AM / PM	END TIME	AM / PM	START TIME	AM / PM	END TIME	AM / PM	
Monday	6:30	AM	9:15	AM	3:15	PM	9:15	PM	
Tuesday	6:30	AM	9:15	AM	3:15	PM	9:15	PM	
Wednesday	6:30	AM	9:15	AM	3:15	PM	9:15	PM	
Thursday	6:30	AM	9:15	AM	3:15	PM	9:15	PM	
Friday	6:30	AM	9:15	AM	3:15	PM	9:15	PM	
Saturday		AM		PM		AM	PM		
Sunday		AM		PM		AM	PM		

County Code: 23

PELICAN ID 5113599901-46

**CERTIFIED PROVIDER AGREEMENT
APPENDIX H: CAPACITY COMPLIANCE STATEMENT**

Provider AGREES that it will not provide child care services to more than the maximum capacity of children listed on facility Certificate of Compliance at any one time in accordance with the Certificate of Compliance issued to my child care facility and that it will be in compliance at all times with the regulations at 55 Pa. Code/Regulatory Citation number based on your provider type as listed below.

Provider understands that if the number of children in care at the facility exceeds the maximum allowed capacity at any one time, this may impact the status of the Certificate of Compliance and the provider agreement.

Provider understands that the information on this page may be relied upon to make payments from Federal and State funds, and that any false information, statements, or documents or the concealment of material facts may be prosecuted under applicable Federal and State laws, including 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Authorized Provider Representative Signature: _____ Date: _____

Authorized Provider Representative Printed Name and Title: _____

Facility Name: A Childs Place Extended Care Inc.

Facility Address: 841 W Kings Hwy

Coatesville PA 19320

PROVIDER TYPE	REGULATORY CITATION
Center	§ 3270.61
Group	§ 3280.51 and § 3280.61
Family	§ 3290.51

Effective October 1, 2019

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Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Ashley Farr, Human Services

ITEM TYPE: Grant

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to participate in the development and submission of the Advancing Wellness and Resiliency in Education Grant. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A

ESTIMATED/ACTUAL COST OF REQUEST: N/A

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Please see attached supporting documents.

ATTACHMENTS:

- [Advancing Wellness and Resiliency in Education \(AWARE\) Grant_Summary Page.pdf](#)
- [Fiscal Year 2023_Project AWARE_Advancing Wellness and Resiliency in Education_Notice of Funding Opportunity.pdf](#)

Delaware County Human Services Request to Apply for Funding

Program Office: Mental Health

Grant/Funding Title: Advancing Wellness and Resiliency in Education (AWARE)

Funding Entity: Substance Abuse and Mental Health Services Administration

Amount of Request: Up to \$1,800,000 per year award

Effective Dates of Funding/Grant: September 30, 2023 through 12/31/2028

Funding Type:

Federal Funding Source(s):	Substance Abuse and Mental Health Services Administration	Amount:	TBD
State Funding Source(s):		Amount:	
Other Funding Source(s):		Amount:	
County Funding:		Amount:	

Statement Summarizing Funding/Grant Request:

Department of Human Services, Mental Health requests permission to participate in the development and submission of the Advancing Wellness and Resiliency in Education Grant.

Specifics of Funding/Grant Application:

The Substance Abuse and Mental Health Services Administration Center for Mental Health Services is accepting applications for the fiscal year 2023 Project Advancing Wellness and Resiliency in Education program. The purpose of this program is to develop a sustainable infrastructure for school-based mental health programs and services. Delaware County will partner for the development and submission of this grant, and work with the Delaware County Intermediate Unit to implement the strategies outlined in the grant. Delaware County Mental Health will act as the state mental health agency required in the grant application. Goals for the Aware Grant Include:
 Increase awareness of mental health, substance use, and co-occurring disorders among school-aged youth.

- Increase the mental health literacy of individuals who interact with school-aged youth to understand and detect the signs and symptoms of mental illness, substance use/misuse, and co-occurring disorders.
- Promote and foster resilience building and mental health well-being for all schoolaged youth.
- Provide positive behavioral health supports; targeted services to those who need more support; and intensive services to those who need them.
- Connect school-aged youth who may have behavioral health issues, including serious emotional disturbance (SED) or serious mental illness (SMI), and their families to needed services.
- Increase and improve access to culturally relevant, developmentally appropriate, and trauma-informed school and community-based AWARE activities and services.

Additionally, Delaware County Mental Health will commit .25 full time equivalent to the activities required in the grant proposal. This grant supports the activities of the strategic plan outlined for Healthy Kids, Healthy Schools. Specific duties with respect to the Project AWARE grant include:

- Partnership Planning- Identify, Engage and Collaborate with agencies and community partners addressing Mental Health prevention, intervention, and treatment.
 - Implement structures to ensure coordination and remove barriers to coordination & communication among schools & relevant agencies that support Delaware County's Diverse students and families.
- Analyzes and monitors the development of a sustainable youth mental health first aid program that centralizes access to certified instructors to conduct courses.
- Tier 1 Support & Enrichment by reviewing Countywide and school district professional development plans and develop, analyze, and implement best practices for professional development for school-based staff as it pertains to treatment of children and youth and Educator's self-care.
- Equity- Assess, analyze, and ensure service access equity and equitable community knowledge.
 - Completes countywide service & access review, gap analysis & proposed steps for amelioration of barriers to access of mental health treatment and resources.
- Sustainability- Assess, research, and develop an inventory of evidenced based models currently used in the county / schools and other ones available for integration into the Multi-Tiered Support System and mental health treatment continuum.
 - Develop a Public facing Best Practice Resource / Evidenced Based Clearinghouse for children's mental health.

Program Need for Services:

The Advancing Wellness and Resiliency in Education provides funds to school districts, and providers to increase mental health support for students, including suicide awareness. The grant funds provide training for teachers, and other support personnel utilizing a multi tiered system of support, that begins with basic support put in place for all students to ensure students mental health support.

The grant will be submitted by the Delaware County Intermediate Unit. The grant requirements include a commitment from Delaware County. Delaware County Mental Health will act as the State Mental Health Agency, providing .25 full time equivalent to fulfill the activities our lined in the grant Advancing Wellness and Resiliency in Education Mental Health will work closely with the Delaware County Intermediate Unit to ensure the goals outlined in the grant. The Healthy Kids Healthy Schools strategic plan also ties into these same outcome within the strategic plan. One of the

outcomes in that plan includes finding the necessary resources of time, energy, skill, will and funding to create a sustainable long-term plan.

Date Request Discussed with Human Services Director: _____

Program Approval: _____ Date: 3/9/2023

Fiscal Approval: _____ Date: 4-10-23

CFO Approval: _____ Date: 4.10.23

Human Services Director: _____ Date: 4/11/23

Department of Health and Human Services
Substance Abuse and Mental Health Services
Administration

FY 2023 Project AWARE (Advancing Wellness and
Resiliency in Education)

(Short Title: AWARE)

(Modified Announcement)

Notice of Funding Opportunity (NOFO) No. SM-23-001

Assistance Listing Number: 93.243

Key Dates:

Application Deadline	Applications are due by April 28, 2023.
Intergovernmental Review (E.O. 12372)	Applicants must comply with E.O. 12372 if their state(s) participates. Review process recommendations from the State Single Point of Contact (SPOC) are due no later than 60 days after the application deadline.
Public Health System Impact Statement (PHSIS)/Single State Agency Coordination	Applicants must send the PHSIS to appropriate state and local health agencies by the application deadline. Comments from the Single State Agency are due no later than 60 days after the application deadline.

EXECUTIVE SUMMARY

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services (CMHS), is accepting applications for the fiscal year (FY) 2023 Project AWARE (Advancing Wellness and Resiliency in Education) program (Short Title: AWARE). The purpose of this program is to develop a sustainable infrastructure for school-based mental health programs and services. Recipients are expected to build collaborative partnerships with the State Education Agency (SEA), Local Education Agency (LEA), Tribal Education Agency (TEA), the State Mental Health Agency (SMHA), community-based providers of behavioral health care services, school personnel, community organizations, families, and school-aged youth. Award recipients will leverage their partnerships to implement mental health-related promotion, awareness, prevention, intervention, and resilience activities to ensure that school-aged youth have access and are connected to appropriate and effective behavioral health services. With this program, SAMHSA aims to promote the healthy social and emotional development of school-aged youth and prevent youth violence in school settings.

Funding Opportunity Title:	Project AWARE (Advancing Wellness and Resiliency in Education) (Short Title: AWARE)
Funding Opportunity Number:	SM-23-001
Due Date for Applications:	April 28, 2023
Estimated Total Available Funding:	\$38,129,774
Estimated Number of Awards:	21
Estimated Award Amount:	Up to \$1,800,000 per year
Cost Sharing/Match Required:	No
Anticipated Project Start Date:	September 30, 2023
Anticipated Award Date:	August 31, 2023
Length of Project Period:	Up to 5 years

Eligible Applicants:	<p>Eligible applicants are States and Territories, including the District of Columbia; political subdivisions of States (e.g., county, LEA); Indian tribes, or tribal organizations (as such terms are defined in section 5304 of title 25); health facilities, or programs operated by or in accordance with a contract or award with the Indian Health Service; or other public or private non-profit entities.</p> <p>See <u>Section III-1</u> for complete eligibility information.]</p>
Authorizing Statute:	Section 520A (42 USC 290bb-32) and Section 520B (42 USC 290bb-33) of the Public Health Service Act, as amended.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Kelly Bonner, Human Services

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of an Agreement between the County of Delaware and Cumberland Hospital for Children and Adolescents for patient care. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 1823-4210-631000

ESTIMATED/ACTUAL COST OF REQUEST: To be determined.

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Should the child remain at Cumberland Hospital for Children and Adolescents for a 90-day period the estimated cost to the County would be \$123,677.10. The Protective Services account being used for this expense has a current balance of \$345,737.15.

ATTACHMENTS:
[Cumberland_Agreement_Upload.pdf](#)

Delaware County Children & Youth Services

[REDACTED]
Baldwin Tower
1510 Chester Pike
Suite 680
Eddystone, PA 19022
Telephone 484-502-6687
Fax 610-447-1016
[REDACTED]

Re: [REDACTED]
DOB: [REDACTED]

To Whom It May Concern:

This letter is to serve as a financial/placement agreement between Delaware County Children and Youth Services and Cumberland Hospital for Children and Adolescents. The rate for the inpatient hospital Chronic Illness Program is \$1374.19 per day all inclusive. This is a legally binding document.

The proposed services include:

- Individualized treatment planning directed by a physician and interdisciplinary team
- Attending Physician
- 24 hour rehabilitative nursing care
- A combination of rehab services (Physical, Occupational, and Speech Therapy) as prescribed by Attending Physician/Individual Education Plan (IEP)
- Behavioral Programming
- Psychosocial Evaluation
- Psychotherapy – Individual and Family Therapy
- Process Group – With Psychotherapy
- Chronic Illness Group – With Psychotherapy
- Healthy On Purpose Group – With Dieticians
- Diabetes Group – With Dieticians
- Stress Management/Relaxation Group – With Occupational Therapy
- Recreation Therapy – With Recreation Therapy
- Internal Case Management

All services are delivered by a highly trained interdisciplinary pediatric/adolescent team and consist of a structured therapeutic environment, recreation, and academic education as appropriate.

Prices given are subject to change if physical needs or requirements of the patient significantly change resulting in increased medications, treatments and/or outside consultations. Funding source will be notified prior to implementation of changes with the exception of emergency situations.

If one-to-one services are indicated, there will be an additional charge of \$40.00 an hour. This charge may incur during periods of time when increased supervision is required and/or patient is a severe threat to self or others. This charge is not included in the proposed daily rate.

[Redacted]

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Your signature on this financial agreement acknowledges:

- 1) [Redacted] is admitted in Cumberland Hospital and NOT Cumberland Residential Treatment Center.
- 2) Delaware County Children and Youth is entirely responsible for the financial terms outlined within this agreement;
- 3) Cumberland has pursued funding through Keystone First and they approved dates of service 1/27/23-4/5/23. Request for ongoing coverage has been denied. The likelihood of coverage is remote;
- 4) If there is any change with insurance and payment is received, Cumberland will reimburse Delaware County Children and Youth amounts received up to \$1374.19 per day.

[Redacted] medical insurance coverage will be necessary for emergency medical care. Cumberland will bill monthly for services and payment is expected within 10 days.

If you have any questions, please contact Donna Donahue, Utilization Management Coordinator, at 804.966.1698.

Sincerely,



Heather Seward
Chief Financial Officer

Funding Agency

Billing Address

Signature

Title

Date

Dates of Service Approval



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Charles Walmsley, Health

ITEM TYPE: Amendment

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to Amend the agreement between the PA DOH and Delaware County Health Dept. Grant Agreement #4100092542 to accept additional subsequently available funds (SAF) (\$55,240.00 original amended SAF I \$36,745 amendment SAF II \$24,475 = Total Budget \$116,460) from the PA DOH to provide additional or expanded services in the Tuberculosis control program for period July 1, 2022 through June 30, 2023. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 5123-4546

ESTIMATED/ACTUAL COST OF REQUEST: N/A Grant revenue

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS: Approval to Accept Grant

ADDITIONAL COMMENTS: PA DOH is not requiring any additional signatures beyond the original agreement to accept the SAF funding. The attachments below are for visibility only with no need for further signed approvals.

ATTACHMENTS:

TB SAP# 4100092542 Fully Executed 8_2022.DT.pdf
4100092542 SAF1 Executed.pdf
FED 4100092542 SAF2 (002).pdf

SAP# 4100092542

AGREEMENT BETWEEN THE PENNSYLVANIA DEPARTMENT OF HEALTH AND DELAWARE COUNTY HEALTH DEPARTMENT

10-FA-8.2

(Name)

WHEREFORE, in witness of the covenants set forth below on the attached pages, the parties have affixed their signatures hereto:

BY: [Signature] DATE: 08.08.2022
Signature: [Signature]
Director
Print/Type Title
Melissa C. Wor
Print/Type Name

BY: [Signature] DATE: 8/17/2022
Signature: [Signature]
CHAIR
Print/Type Title
DR. MONICA TAYLOR
Print/Type Name

BY: [Signature] DATE: Richard Womack
Signature: [Signature]
Council Member
Print/Type Title
8/17/2022
Print/Type Name

Attest DATE:

BY: DATE:
Pennsylvania Department of Health

Approved as to form and legality:

BY: DATE:
Office of Legal Counsel
Pennsylvania Department of Health

AND BY: Not Required DATE:
Office of General Counsel
Commonwealth of Pennsylvania

AND BY: Not Required DATE:
Office of Attorney General
Commonwealth of Pennsylvania

I hereby certify that funds are available in the amount(s) and in the appropriation symbol(s) as shown below:

[Blank lines for certification details]

BY: DATE:
Comptroller

Kimberly Gladfelter, Project Officer
717-547-3447

Brittany Spots, Alternate Project Officer
717-547-3449

SAP# :4100092542

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE PENNSYLVANIA
DEPARTMENT OF HEALTH**

AND

Delaware County Health Department

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as "Agreement", is made by and between the Commonwealth of Pennsylvania, Department of Health, hereinafter referred to as "the Department", and Delaware County Health Department, hereinafter referred to as "Provider."

WHEREAS, the Department has the power and duty to protect the health of the people of this Commonwealth, and to determine and employ the most efficient and practical means for the prevention and suppression of disease pursuant to 71 P.S. §532;

WHEREAS, the Department is in receipt of or anticipates receipt of Federal funds or state funds or both pursuant to 16 P.S. § 12011 et seq.; 71 P.S. §532 to provide for the purposes of this Agreement, and this Agreement is contingent upon appropriation and receipt of such funds; and

WHEREAS, this agreement is an Intergovernmental Agreement and is not subject to the Commonwealth Procurement Code, P.L. 358, No. 57, May 15, 1998, 62 Pa.C.S.A. §101 et seq., (Act 57), and must be processed in accordance with the Commonwealth Attorneys Act, 71 P.S. § 732-101 et seq.

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

I. AGREEMENT TERM

A. This Agreement shall be effective from **July 01, 2022 through June 30, 2023**, subject to its other provisions, and the availability of funds, whether state or Federal unless terminated earlier by either party according to the termination provisions of this Agreement.

B. No-Cost Extension. The term of this Agreement **may be extended with no additional funding** by a written notice signed by the Department in order to allow the Provider to continue to use the funds to perform the work of this Agreement at the same terms and conditions as this Agreement for an additional period of time. For the purpose of this extension, the funding amount is limited to the funds not spent by the Provider by the end of the Budget period. At no time will the length of this Agreement exceed 5 years including any extension.

C. Renewal.

At the Department's discretion and by letter notice, the **Department may renew this Agreement for the following term: Four 1-year renewals.**

1. In the event of a renewal, the Department may choose to renew the Agreement under one of the following sets of terms:
 - a) If no renewal options were previously exercised, pursuant to the terms and conditions of the final year of the original Agreement; or
 - b) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or

- c) Pursuant to the terms and conditions of the original Agreement as amended, including any Subsequently Available Funds (SAFs), Decrease in Funding (DIF), Funding Reduction Change Orders (FRCOs), Budget Revisions, or formal Amendments; or
 - d) At a maximum percentage of zero% under one of the following conditions:
 - (i) If no renewal options were previously exercised, to increase the Agreement amount to reflect cost changes based on the final budget year of the original Agreement; or
 - (ii) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
 - (iii) To include any increase in work documented in a previous amendment to the original Agreement, including any SAFs, DIFs, FRCOs, Budget Revisions, or formal Amendments. The increase in work shall be limited to deliverables established in the Agreement as previously amended; or
 - e) To decrease the Agreement amount, provided there is no change to the scope of work being performed.
2. Notwithstanding Paragraph (1)(d) above, line items within the budget categories of Supplies/Equipment, Travel, and Other may be eliminated or the line item amounts decreased provided there is no alteration to the scope of work.
 3. The percentage listed in Paragraph (1)(d) above, represents the maximum allowable increase per budget category and in the total Agreement amount.
 4. Nothing in this section is intended to permit an alteration in the scope of work of the original Agreement.
 5. The Department is not obligated to increase the amount of the award.
 6. The percentage increase set forth in Paragraph (1)(d) above, shall apply over the entire renewal term, even if the renewal term exceeds one year.
 7. All renewal terms are subject to the other provisions of this Agreement, and the availability of funds.

Renewals are not applicable to this Agreement

II. AGREEMENT AMOUNT

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Agreement, the Department will make payments in accordance with the Agreement payment provisions, Appendix B and the Agreement Budget, Appendix C, up to the maximum Agreement amount of \$55,240.00

III. FUNDING SOURCE(S)

Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and state funding it provides to Providers. This identification follows and includes the breakdown of Federal and state dollars provided and the related Federal and state financial assistance program name and number:

100% state funds

IV. WORK STATEMENT

The Provider shall provide program activities and related services as specified in Appendix A, Work Statement, and its Attachment(s), if any.

V. APPENDICES AND ATTACHMENTS

The following Appendices and Attachments are incorporated into and made part of this Agreement and the parties agree to be bound by these Appendices and Attachments:

- A. Appendix A - Work Statement and its Attachment 1**
- B. Appendix B – Payment Provisions (Rev. 9/21) and its Attachment 1** - A downloadable format of Attachment 1 is available at the following Internet address: <http://www.health.pa.gov/vendors>.
- C. Appendix C – Budget**

VI. INCORPORATED DOCUMENTS

The Provider acknowledges having reviewed a copy of the following documents, which are available at <http://www.health.pa.gov/vendors>. These documents are incorporated by reference into and made a part of this Agreement:

- A. Audit Requirements (Rev. 8/18)**
- B. Commonwealth Travel and Subsistence Rates (Rev. 8/18)**
- C. Federal Lobbying Certification and Disclosure (Rev. 12/05)**
- D. Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 1/19)**
- E. Pro-Children Act of 1994 (Rev. 12/05)**
- F. Terms and Conditions**
 - Standard General Terms and Conditions (Rev. 2/21)**
 - Standard Contract Terms and Conditions - Paper Contract (Rev. 08/09/2018)
Paragraph 18 (Payment) of these Standard Contract Terms and Conditions is superseded by the terms of Appendix B, Payment Provisions (Rev. 9/21)
and
Additional Contract Terms and Conditions (Rev. 1/19)
- G. Block Grant Provisions (Rev. 12/05)**
 - Maternal and Child Health Block Grant Provisions
 - Preventive Health and Health Services Block Grant Provisions
 - Block Grant Provisions are **not applicable** to this Agreement
- H. HIPAA Business Associate Agreement and Attachment 1 (Rev. 5/13)**
 - The HIPAA Business Associate Agreement is applicable to this Agreement
 - The HIPAA Business Associate Agreement is **not applicable** to this Agreement

VII. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS

If, during the term of this Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Agreement, the Department may advise the Provider, in writing, of the availability and purpose of such funds. The Department also will inform the Provider of any additional conditions or requirements of the additional funds. The Provider hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Department. The **Provider shall provide the Department with a written work statement detailing the manner in which the Provider will use the additional funds in accordance with the stated requirements.** The Provider shall

provide the Department with a detailed revised overall Agreement Budget showing the current budget, the budget for the additional funds and a revised total Budget. The Department may choose to provide the Provider with a Budget format on which to submit the revised Budget information. The additional funds, and the new Budget, shall be subject to the terms and conditions of the initial Agreement, as well as to any additional conditions and requirements of the additional funds. The Provider's work statement, revised Budget and any new conditions or requirements of the additional funds shall be incorporated into and become a part of this document by reference. To be effective, documentation describing the additional funds and any additional conditions or requirements shall be signed by the Department and the Agency Comptroller.

○

This paragraph, 'Addition of Subsequently Available Funds' is not applicable to this agreement

VIII. FUNDING REDUCTION CHANGE ORDER

In the event that there is a reduction in the availability of state or Federal funds, including the elimination of all state or Federal funding, the Department may reduce the amount of funds available in this Agreement through a FRCO. The FRCO shall include a revised Budget reflecting the changes to the funding included in the original Agreement. If necessary, the FRCO shall also include a revised Work Statement showing any reduction in work resulting from the funding reduction or elimination. The FRCO shall require no signatures other than those of the Agency Head and the Comptroller.

IX. DECREASE IN FUNDING

If the Department determines that the Provider is unable to spend the funding included in this Agreement in a timely manner and that the Provider is therefore unable to fully carry out the work required under the Agreement in the timeframe required by the Agreement, the Department reserves the right to decrease funding to the Provider from any Budget year set out in Appendix C of this Agreement by prior written notice signed by the Department and the Comptroller. The DIF shall be reflected by a revised Budget and if necessary, shall also include a revised Work Statement showing any reduction in work resulting from the DIF. The decision to decrease funding is solely within the discretion of the Department.

X. MEANING OF TERMS "CONTRACT", "CONTRACTOR", GRANT AGREEMENT, AND 'GRANTEE

The parties understand that the use of the terms "Contract" or "Grant Agreement" and "Contractor" or "Grantee" throughout this Agreement shall mean "Agreement" and "Provider" respectively.

XI. FINAL AGREEMENT APPROVAL

This Agreement shall not be legally binding until all signatories, including those signing their approvals for form and legality, have signed the agreement and the Commonwealth provides a fully signed copy to the Provider.

SAP# 4100092542**Appendix A****WORK STATEMENT****I. Tasks****A. Treatment and Outreach Services**

1. The Provider shall provide either daily, or intermittent anti-tuberculosis drug treatment as clinically indicated to any patient with tuberculosis (TB) infection or disease within its jurisdiction through the use of public health nurses or TB outreach workers. The Provider shall make these nurses or outreach workers available for services outside its jurisdiction at the request of the Department.
2. The Provider shall diagnose and treat TB disease and latent TB infection (LTBI) in patients in accordance with the following guidelines as appropriate:
 - a. The 2020 “Guidelines for the Treatment of Latent Tuberculosis Infection (LTBI): Recommendations from the National Tuberculosis Controllers Association (NTCA) and the Centers for Disease Control and Prevention (CDC)” (“LTBI Treatment Guidelines”), which is incorporated herein by reference. The Provider acknowledges being familiar with and having a copy of the current LTBI Treatment Guidelines.
 - b. The 2019 “Treatment of Drug-Resistant Tuberculosis: An Official American Thoracic Society (ATS)/ CDC/ European Respiratory Society (ERS)/Infectious Diseases Society of America (IDSA) Clinical Practice Guideline” (“Drug-Resistant TB Clinical Guidelines”), which is incorporated herein by reference. The Provider acknowledges being familiar with and having a copy of the current Drug-Resistant TB Clinical Guidelines.
 - c. The 2019 “Tuberculosis Screening, Testing, and Treatment of U.S. Health Care Personnel: Recommendations from the National Tuberculosis Controllers Association (NTCA) and CDC” (“Recommended TB Screening of Health Care Personnel”), which is incorporated herein by reference. The Provider acknowledges being familiar with and having a copy of the current Recommended TB Screening of Health Care Personnel.
 - d. The 2017 “Official ATS/IDSA/CDC Clinical Practice Guidelines: Diagnosis of Tuberculosis in Adults and Children” (“Diagnostic Guidelines”), which is incorporated herein by reference. The Provider acknowledges being familiar with and having a copy of the current Diagnostic Guidelines.
 - e. The 2016 “Official ATS/CDC/IDSA Clinical Practice Guidelines: Treatment of Drug-Susceptible Tuberculosis” (“Clinical Practice Guidelines”), which is incorporated herein by reference. The Provider acknowledges being familiar with and having a copy of the current Treatment Guidelines.
 - f. The 2005 “Guidelines for the Investigation of Contacts of Persons with Infectious Tuberculosis” (“Contact Investigation Guidelines”) by the CDC and the NTCA, which is incorporated herein by reference. The Provider acknowledges being familiar with and having a copy of the current Contact Investigation Guidelines.
3. The Provider shall implement administrative, environmental and respiratory-protection controls as described in the 2005 CDC “Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health Care Settings” (“Prevention of TB Transmission Guidelines”), which is incorporated herein by reference. The Provider acknowledges being familiar with and having a copy of the current Prevention of TB Transmission Guidelines.

4. The Provider shall provide the Department with an organizational chart for all clinical and field staff who provide TB services to patients within one week of the effective date of this Agreement. Thereafter, the Provider shall notify the Department of any changes in TB clinical and field staff within 30 calendar days.
5. The Provider shall comply with policies and procedures issued by the Department in the TB Manual for County and Municipal Health Departments, including:
 - a. The "TB Patient Lost to Follow-Up Policy" (Lost to Follow-Up Policy) developed by the Department and documented in Chapter 16, which is incorporated herein by reference including any updates that the Department may develop. The Provider acknowledges being familiar with and having a copy of the Lost to Follow-Up Policy. The Provider shall also notify the Department within 24 hours when a patient with TB disease has missed their third consecutive appointment for Directly Observed Therapy (DOT).
 - b. The "Privately Managed Active TB Case Policy and Procedures" ("Privately Managed Policy") developed by the Department and documented in Chapter 8, which is incorporated herein by reference including any updates that the Department may develop. The Provider acknowledges being familiar with and having a copy of the Privately Managed Policy. The Provider shall also notify the Department within five business days of learning that a privately managed case of active TB is not receiving DOT.
 - c. The "Reimold Trust Fund Policy and Procedures" ("Reimold Policy") developed by the Department and documented in Chapter 17, which is incorporated herein by reference including any updates that the Department may develop. The Provider acknowledges being familiar with and having a copy of the Reimold Policy.
 - d. The "B1 and B2 Electronic Disease Notifications Policy and Procedures" ("EDN Policy") developed by the Department and documented in Chapter 15, which is incorporated herein by reference including any updates that the Department may develop. The Provider acknowledges being familiar with and having a copy of the EDN Policy.
 - e. The "Interjurisdictional (IJN) Transfers Policy and Procedures" ("IJN Policy") developed by the Department and documented in Chapter 23, which is incorporated herein by reference including any updates that the Department may develop. The Provider acknowledges being familiar with and having a copy of the IJN Policy.
6. The Provider shall provide case management services to all cases of active TB and LTBI within its jurisdiction.
7. The Department will reimburse the Provider for the personnel hours spent providing the following services at the amounts set forth in Appendix C (Budget):
 - a. Targeted testing of patients for TB based on their likelihood of 1) infection with *Mycobacterium tuberculosis (Mtb)* and 2) progression to TB disease if infected, consistent with Diagnostic Guidelines.
 - b. Preparation and delivery of anti-tuberculosis medication to patients, identification of side effects or other barriers to patient compliance and, as required, observation of the patient ingesting the medication (in person or via video as appropriate) for:
 - 1) Active TB (Directly Observed Therapy "DOT") - The Provider shall provide DOT to all patients with active TB, including any physicians, nurses,

- outreach workers, and other health care professionals who develop active TB.
- 2) LTBI (Directly Observed Preventive Therapy “DOPT”) - The Provider shall provide DOPT or DOPT in combination with Self-Administered Therapy to all LTBI patients on the 12-dose once-weekly regimen of isoniazid and rifapentine, or as otherwise directed by the TB clinician.
 - 3) Window prophylaxis - The Provider shall provide DOT to all patients on window prophylaxis, defined as treatment for LTBI given to high-risk contacts who have an initial negative test result for TB infection less than eight to 10 weeks after their last TB exposure.
- c. Completion of a **monthly review of all cases of TB disease** - The Provider shall have policies and procedures in place documenting how the monthly case review is done. The Provider shall use the Case Review Tool for Active Cases form developed by the Department for this purpose or shall develop its own method of documentation which shall be preapproved in writing by the Department prior to use. Provider’s compliance with this requirement will be verified during the annual TB program site visit.
 - d. **Completion of a contact investigation for all cases with a positive acid-fast bacilli (AFB) sputum-smear result.**
 - e. **Follow-up of noncompliant TB patients and their contacts** to bring about a resumption of services.
 - f. Provision of **services incidental to the medical care of TB clinic patients**, including, but not limited to, picking up x-rays or laboratory results, delivering sputum containers, and obtaining records from private physicians.
 - g. **Contact with TB clinic patients and contacts by performing field visits, phone calls or mailings to remind patients of scheduled appointments.**
 - h. **Provision of TB education and training programs for health care professionals, staff members and clients at congregate settings** such as correctional facilities, drug and alcohol programs, long-term care facilities, and homeless shelters.
 - i. **Administration of the Tuberculosis Program in Delaware County.**
8. The Provider shall assume, as the first priority of the Tuberculosis Program, the complete medical supervision of each case of TB with positive bacteriology (that is, a positive AFB sputum-smear or culture or nucleic acid amplification test “NAAT”).
 9. The Provider, through a subcontractor, shall provide radiology services necessary to diagnose patients with LTBI or TB disease and to monitor the effects of treatment. Radiology services include, but are not limited to, chest x-rays or computed tomography scans.
 10. The Provider shall collect a clinical specimen from each patient with a presumptive case of TB and send it to the state’s Bureau of Laboratories (BOL) within 72 hours of the Provider receiving notification of the presumptive case. If the Provider chooses to use an independent laboratory to perform AFB smear and culture testing, the Provider shall request that the independent lab send a TB isolate for each confirmed case to the state’s BOL within 15 business days for drug susceptibility testing and genotyping.
 11. The Provider, or the Provider through a subcontractor, shall provide medical care and follow-up for TB infection or disease to all residents in the Provider’s jurisdiction without charge. **The Provider may bill third party insurance for services other than those delineated in this Agreement.**

B. HIV Counseling and Testing of Presumptive or Confirmed TB Cases

The Provider shall:

1. Provide voluntary, opt-out, routine HIV testing of all patients in TB clinic – including persons with TB disease or latent TB infection; persons suspected of having TB because of signs and symptoms of TB; and persons identified as contacts to someone with infectious TB disease – in accordance with the 2012 CDC Factsheet [“Recommendations for HIV Screening in TB Clinics”](#) (HIV Screening in TB Clinics), which is incorporated herein by reference. The Provider acknowledges being familiar with and having a copy of the current HIV Screening in TB Clinics.
2. Conduct HIV testing confidentially, in person, and in private with each client in accordance with all applicable laws and regulations.

C. Education

1. The Provider shall require that all staff who provide TB services including, but not limited to, public health nurses, outreach workers, disease intervention specialists and medical assistants complete the Federal Centers for Disease Control and Prevention (CDC) *Self-Study Modules on Tuberculosis* as follows:
 - a. Modules one through five before providing care to presumptive or confirmed cases of TB, and
 - b. Modules six through nine within 60 calendar days after first providing care to presumptive or confirmed cases of TB.
2. The Provider shall retain on file the Certificates of Completion for each of its employees who complete the CDC TB self-study modules. The Provider shall provide copies of the certificates to the TB Program upon the TB Program’s request.
3. The Provider shall provide professional consultation to educate the private medical community about the goals and objectives of the Tuberculosis Program by doing, at a minimum, the following:
 - a. Distributing pamphlets and other literature concerning the effects of TB and the necessity of treatment to all interested members of the medical community.
 - b. Providing TB information to the private medical community as necessary and upon request of the medical community or the Department.
4. The Provider shall attend Department-sponsored TB education and training activities at the Department’s request. Such activities include, but are not limited to, the TB Update, TB Contact Investigation training, Report of Verified Case of Tuberculosis (RVCT) training, TB-specific training on the Pennsylvania National Electronic Disease Surveillance System (PA-NEDSS) or any future surveillance system used by the Department, and Program Evaluation and Cohort Review training.

D. Cohort Review Process

The Provider shall either 1) participate in the TB Cohort Review process organized by the Department, or 2) organize and conduct at least one Cohort Review per year for cases where the Provider is the CDC reporting county. The Provider shall notify the Department which option it chooses, and the Department will provide the Provider with education and training about the procedure and expectations for the Cohort Review process.

1. Option 1 - Cohort Review process organized by the Department:
 - a. The Department will determine which cases counted during the defined period will

be presented at Cohort Review based on the educational value of the case for attendees.

- b. The Provider shall submit a completed cohort review form to the Department for each case selected for presentation at Cohort Review in accordance with the timelines set forth in Section II(D).
 - c. The Provider shall present the selected cases under its supervision at Cohort Review.
 - d. The Provider shall attend Cohort Review even if none of its counted cases were selected for presentation or no cases were counted in its jurisdiction during the cohort period.
2. Option 2 - Provider organizes and conducts its own Cohort Review process:
 - a. The Provider shall notify the Department 60 calendar days in advance of each Cohort Review so that Department staff can participate.
 - b. Upon the TB Program's request, the Provider shall submit a report to the TB Program summarizing the results of Cohort Reviews held by the Provider.

E. Pennsylvania National Electronic Disease Surveillance System (PA-NEDSS)

1. For each suspected or confirmed active case of TB, the Provider shall enter all disease evaluation and contact investigation findings in PA-NEDSS or any future surveillance system used by the Department in accordance with the requirements of the Disease Prevention and Control Law of 1955 (35 P.S. § 521.1 et seq., and the regulations promulgated thereunder at 28 Pa. Code ch. 27).
2. The Provider shall complete all data fields in PA-NEDSS or any future surveillance system used by the Department that are required by the CDC RVCT form and any updates, which is attached to this Appendix A as Attachment 1, and incorporated herein, for all TB cases in accordance with Commonwealth law and regulations.
3. The Provider shall initiate contact investigations for all TB cases with positive AFB sputum-smear results within three business days of receiving the positive result. The Provider shall identify and document in the PA-NEDSS investigation at least three contacts for each TB case with a positive AFB sputum-smear result. If fewer than three contacts are identified, the Provider shall enter a note in the PA-NEDSS investigation briefly explaining why three contacts could not be identified.
4. The provider shall document the following information in PA-NEDSS investigation notes:
 - a. Patient referral information (who referred the patient, why the patient was referred, and when the referral was received);
 - b. Justification for why a patient is not receiving DOT;
 - c. The initiation and completion dates for patients receiving video DOT;
 - d. Completion of the monthly case review; and
 - e. Important clinical and case management events.
5. Within five business days after the monthly case review, the Provider shall enter a note in PA-NEDSS or any future surveillance system used by the Department for each active case of TB disease stating that the monthly review has been completed. Within two business days of entering the note in the Department's surveillance system, the Provider shall email the completed case review form for each active case to the TB Program Resource Account (TB_Program_Central_Office@pa.gov).
6. The Provider shall update all open contact investigations in PA-NEDSS or any future surveillance system used by the Department, at a minimum:

- a. Prior to each Cohort Review; and
 - b. By February 15, 2023, to facilitate preparation of the annual “Aggregate Reports for Tuberculosis Program Evaluation” by the Department.
7. The Provider shall set the investigation status in PA-NEDSS or any future surveillance system used by the Department to “Waiting for Central Office Review” within five business days of a case being confirmed as active TB in order to flag the case for review and to be counted by the Department.
 8. The Provider shall close a suspected case of TB in PA-NEDSS or any future surveillance system used by the Department within 60 calendar days of confirmation that the case is not *Mtb*.
 9. The Provider shall enter an investigation note stating the confirmed case is ready to be closed and set the investigation status in PA-NEDSS or any future surveillance system used by the Department to “Waiting for Central Office Review” within five business days of completion of therapy.
 10. The Provider shall comply with the changeover from PA-NEDSS to any future surveillance system as directed by the Department.

F. Data Security and Confidentiality

1. The Provider shall comply at all times with:
 - a. The Confidentiality of HIV-Related Information Act, 35 P.S. §§ 7601 *et seq.*;
 - b. The Disease Prevention and Control Law of 1955, 35 P.S. §§ 521.1 *et seq.*, and regulations promulgated thereunder at 28 Pa. Code ch. 27;
 - c. The CDC’s Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action (2011) (<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>); these Data Security and Confidentiality Guidelines are incorporated herein by reference, and the Provider acknowledges having access to those Data Security and Confidentiality Guidelines; and
 - d. The Department’s Data Security and Confidentiality Policy and Standards for Integrated Data Sharing (January 2016) and any subsequent revision. The Department’s Data Security and Confidentiality Policy and Standards are incorporated herein by reference and the Provider acknowledges having access.
- G. Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, Contractors and Grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201).

II. Timelines

- A. The tasks set forth in Section (I)(A) (“Treatment and Outreach Services”), (I)(B) (“HIV Counseling and Testing of Presumptive or Confirmed Tuberculosis Cases”), and (I)(C) (“Education”) shall be performed by the Provider as necessary throughout the term of the Agreement, unless otherwise specifically set forth within that section.

- B. The tasks set forth in Section (I)(D)(1)(b) (“Cohort Review Process”) shall be completed by the Provider within 14 calendar days of receiving the list of cases to be presented from the Department. The tasks set forth in Section (I)(D)(2)(b) shall be completed within 28 calendar days after the date of the Cohort Review.
- C. The tasks set forth in paragraphs (1), (2) and (4) of Section (I)(E) (“Pennsylvania National Electronic Disease Surveillance System (PA-NEDSS)”) shall be performed by the Provider throughout the term of this Agreement. The tasks set forth in paragraphs (3) and (5) through (9) of Section (I)(E) shall be completed within the specified time frame set forth in those paragraphs.
- D. The tasks set forth in Section (I)(F)(1) (“Data Security and Confidentiality”) shall be performed by the Provider throughout the term of this Agreement, unless otherwise specifically set forth within that section.

III. Reporting Requirements

- A. The Provider shall report all suspected or confirmed cases of TB utilizing PA-NEDSS or any future surveillance system used by the Department within five business days of either receiving notification of a suspected case or confirming an active case in accordance with Commonwealth law and regulations.
- B. The Provider shall submit the Security Training Compliance Report to the Department by March 1, 2023, so that the percentage of Public Health Programs Represented completing the security training for PA-NEDSS or any future surveillance system used by the Department can be determined.
- C. The Provider shall provide to the Department by March 31, 2023, a performance summary of TB services provided during the most recent calendar year. Provider shall establish their own performance measures based on the burden of TB and LTBI in its jurisdiction, self-assessment of Provider’s strengths and areas for improvement, and reference to the applicable National TB Program Objectives and Performance Targets for 2025 (available at <https://www.cdc.gov/tb/programs/evaluation/indicators/default.htm>).
- D. Provider shall send reports and any correspondence to the Department at the following email address: TB_Program_Central_Office@pa.gov.

REPORT OF VERIFIED CASE OF TUBERCULOSIS

17. Sputum Smear (select one) Date Collected: _____
 Positive Not Done
 Negative Unknown

18. Sputum Culture (select one) Date Collected: _____ Date Result Reported: _____
 Positive Not Done
 Negative Unknown
 Reporting Laboratory Type (select one): Public Health Laboratory Commercial Laboratory Other

19. Smear/Pathology/Cytology of Tissue and Other Body Fluids (select one) Date Collected: _____ Enter anatomic code (see list): _____ Type of exam (select all that apply): Smear Pathology/Cytology
 Positive Not Done
 Negative Unknown

20. Culture of Tissue and Other Body Fluids (select one) Date Collected: _____ Enter anatomic code (see list): _____ Date Result Reported: _____
 Positive Not Done
 Negative Unknown
 Reporting Laboratory Type (select one): Public Health Laboratory Commercial Laboratory Other

21. Nucleic Acid Amplification Test Result (select one) Date Collected: _____ Date Result Reported: _____
 Positive Not Done
 Negative Unknown
 Indeterminate
 Enter specimen type: Sputum OR If not Sputum, enter anatomic code (see list): _____
 Reporting Laboratory Type (select one): Public Health Laboratory Commercial Laboratory Other

Initial Chest Radiograph and Other Chest Imaging Study

22A. Initial Chest Radiograph (select one) Normal Abnormal* (consistent with TB) Not Done Unknown
 * For ABNORMAL Initial Chest Radiograph: Evidence of a cavity (select one): Yes No Unknown
 Evidence of miliary TB (select one): Yes No Unknown

22B. Initial Chest CT Scan or Other Chest Imaging Study (select one) Normal Abnormal* (consistent with TB) Not Done Unknown
 * For ABNORMAL Initial Chest CT Scan or Other Chest Imaging Study: Evidence of a cavity (select one): Yes No Unknown
 Evidence of miliary TB (select one): Yes No Unknown

23. Tuberculin (Mantoux) Skin Test at Diagnosis (select one) Date Tuberculin Skin Test (TST) Placed: _____ Millimeters (mm) of induration: _____
 Positive Not Done
 Negative Unknown

24. Interferon Gamma Release Assay for Mycobacterium tuberculosis at Diagnosis (select one) Date Collected: _____
 Positive Not Done
 Negative Unknown
 Indeterminate
 Test type: _____
 Specify _____

25. Primary Reason Evaluated for TB Disease (select one)

- TB Symptoms
- Abnormal Chest Radiograph (consistent with TB)
- Contact Investigation
- Targeted Testing
- Health Care Worker
- Employment/Administrative Testing
- Immigration Medical Exam
- Incidental Lab Result
- Unknown

REPORT OF VERIFIED CASE OF TUBERCULOSIS

26. HIV Status at Time of Diagnosis (select one)

- Negative Indeterminate Not Offered Unknown
 Positive Refused Test Done, Results Unknown

If POSITIVE, enter:

State HIV/AIDS Patient Number:

City/County HIV/AIDS Patient Number:

27. Homeless Within Past Year (select one)

- No Yes Unknown

28. Resident of Correctional Facility at Time of Diagnosis (select one) No Yes Unknown

If YES, (select one):

- Federal Prison Local Jail Other Correctional Facility
 State Prison Juvenile Correction Facility Unknown

If YES, under custody of Immigration and Customs Enforcement? (select one)

- No Yes

29. Resident of Long-Term Care Facility at Time of Diagnosis (select one) No Yes Unknown

If YES, (select one):

- Nursing Home Residential Facility Alcohol or Drug Treatment Facility Unknown
 Hospital-Based Facility Mental Health Residential Facility Other Long-Term Care Facility

30. Primary Occupation Within the Past Year (select one)

- Health Care Worker Migrant/Seasonal Worker Retired Not Seeking Employment (e.g. student, homemaker, disabled person)
 Correctional Facility Employee Other Occupation Unemployed Unknown

31. Injecting Drug Use Within Past Year (select one)

- No Yes Unknown

32. Non-Injecting Drug Use Within Past Year (select one)

- No Yes Unknown

33. Excess Alcohol Use Within Past Year (select one)

- No Yes Unknown

34. Additional TB Risk Factors (select all that apply)

- Contact of MDR-TB Patient (2 years or less) Incomplete LTBI Therapy Diabetes Mellitus Other Specify _____
 Contact of Infectious TB Patient (2 years or less) TNF- α Antagonist Therapy End-Stage Renal Disease None
 Missed Contact (2 years or less) Post-organ Transplantation Immunosuppression (not HIV/AIDS)

35. Immigration Status at First Entry to the U.S. (select one)

- Not Applicable Immigrant Visa Tourist Visa Asylee or Parolee
 "U.S.-born" (or born abroad to a parent who was a U.S. citizen) Student Visa Family/Fiancé Visa Other Immigration Status
 Born in 1 of the U.S. Territories, U.S. Island Areas, or U.S. Outlying Areas Employment Visa Refugee Unknown

36. Date Therapy Started

Month Day Year

37. Initial Drug Regimen (select one option for each drug)

	No	Yes	Unk		No	Yes	Unk		No	Yes	Unk
Isoniazid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ethionamide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moxifloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifampin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Amikacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cycloserine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pyrazinamide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Kanamycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Para-Amino Salicylic Acid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethambutol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Capreomycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Streptomycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ciprofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify _____			
Rifabutin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Levofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifapentine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify _____			

Comments:

Patient's Name _____ (Last) (First) (M.I.)

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Street Address _____ (Number, Street, City, State) (ZIP CODE)



Centers for Disease Control and Prevention National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Initial Drug Susceptibility Report

(Follow Up Report - 1)

Form with fields for Year Counted, State Case Number, and City/County Case Number.

Submit this report for all culture-positive cases.

38. Genotyping Accession Number. Isolate submitted for genotyping (select one): No Yes. If YES, genotyping accession number for episode: [grid]

39. Initial Drug Susceptibility Testing. Was drug susceptibility testing done? (select one) No Yes Unknown. If NO or UNKNOWN, do not complete the rest of Follow Up Report -1

If YES, enter date FIRST specimen collected on which initial drug susceptibility testing was done: [Month][Day][Year]. Enter specimen type: Sputum OR If not Sputum, enter anatomic code (see list): [grid]

40. Initial Drug Susceptibility Results (select one option for each drug). Table with columns: Resistant, Susceptible, Not Done, Unknown for various drugs like Isoniazid, Rifampin, etc.

Comments: [lines for text input]

Public reporting burden of this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

Information contained on this form which would permit identification of any individual has been collected with a guarantee that it will be held in strict confidence, will be used only for surveillance purposes, and will not be disclosed or released without the consent of the individual in accordance with Section 308(d) of the Public Health Service Act (42 U.S.C. 242m).

Patient's Name _____ (Last) _____ (First) _____ (M.I.)

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Street Address _____ (Number, Street, City, State) _____ (ZIP CODE)



Centers for Disease Control and Prevention National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Case Completion Report

(Follow Up Report - 2)

Form with fields for Year Counted, State Case Number, and City/County Case Number.

Submit this report for all cases in which the patient was alive at diagnosis.

41. Sputum Culture Conversion Documented (select one) [] No [] Yes [] Unknown. Includes fields for date and reasons for not documenting conversion.

42. Moved. Did the patient move during TB therapy? (select one) [] No [] Yes. Includes fields for where moved and if moved out of the U.S.

43. Date Therapy Stopped. Includes fields for Month, Day, and Year. 44. Reason Therapy Stopped or Never Started (select one) [] Completed Therapy [] Lost [] Uncooperative or Refused [] Adverse Treatment Event [] Not TB [] Died [] Other [] Unknown. Includes field for cause of death if died.

45. Reason Therapy Extended >12 months (select all that apply) [] Rifampin Resistance [] Adverse Drug Reaction [] Non-adherence [] Failure [] Clinically Indicated - other reasons [] Other Specify _____

46. Type of Outpatient Health Care Provider (select all that apply) [] Local/State Health Department (HD) [] Private Outpatient [] IHS, Tribal HD, or Tribal Corporation [] Institutional/Correctional [] Inpatient Care Only [] Other [] Unknown

Comments: _____

Public reporting burden of this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

Information contained on this form which would permit identification of any individual has been collected with a guarantee that it will be held in strict confidence, will be used only for surveillance purposes, and will not be disclosed or released without the consent of the individual in accordance with Section 308(d) of the Public Health Service Act (42 U.S.C. 242m).

Patient's Name _____ (Last) _____ (First) _____ (M.I.)

State Case No. _____

REPORT OF VERIFIED CASE OF TUBERCULOSIS



Centers for Disease Control and Prevention
 National Center for HIV/AIDS,
 Viral Hepatitis, STD, and
 TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Case Completion Report - Continued

(Follow Up Report - 2)

47. Directly Observed Therapy (DOT) (select one)

- No, Totally Self-Administered
- Yes, Totally Directly Observed
- Yes, Both Directly Observed and Self-Administered
- Unknown

Number of weeks of directly observed therapy (DOT)

48. Final Drug Susceptibility Testing

Was follow-up drug susceptibility testing done? (select one) No Yes Unknown

If NO or UNKNOWN, do not complete the rest of Follow Up Report -2

If YES, enter date FINAL specimen collected on which drug susceptibility testing was done:

Enter specimen type: Sputum

OR

If not Sputum, enter anatomic code (see list):

Month Day Year

49. Final Drug Susceptibility Results (select one option for each drug)

	Resistant	Susceptible	Not Done	Unknown		Resistant	Susceptible	Not Done	Unknown
Isoniazid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Capreomycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifampin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ciprofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pyrazinamide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Levofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethambutol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Streptomycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moxifloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifabutin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other Quinolones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifapentine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cycloserine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethionamide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Para-Amino Salicylic Acid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amikacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kanamycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify _____				
					Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Specify _____				

Comments:

Public reporting burden of this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to CDC, Project Clearance Officer, 1600 Clifton Road, MS D-74, Atlanta, GA 30333, ATTN: PRA (0920-0026). Do not send the completed form to this address.

Information contained on this form which would permit identification of any individual has been collected with a guarantee that it will be held in strict confidence, will be used only for surveillance purposes, and will not be disclosed or released without the consent of the individual in accordance with Section 308(d) of the Public Health Service Act (42 U.S.C. 242m).

SAP # 4100092542

Appendix B**PAYMENT PROVISIONS**

The Department agrees to pay the Contractor for services rendered pursuant to this Contract as follows:

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Contract, the Department will reimburse the Contractor in accordance with Appendix C, and any subsequent amendments thereto, for the costs incurred in providing the services described in this Contract.
- B. This Contract may span several state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Contract.
- C. Payment to the Contractor shall be made in accordance with the Budget set forth in Appendix C, and any subsequent amendments thereto, as follows:
 1. The Department shall have the right to disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Contract and adjust any payment to the Contractor accordingly.
 2. **Payments will be made monthly upon submission of an itemized invoice for services rendered** pursuant to this Contract using the invoice format in Attachment 1 to this Appendix.
 3. An original invoice shall be sent by the Contractor directly to the address listed in Attachment 1 to this Appendix unless otherwise directed in writing by the Project Officer. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's Project Officer. The Department's Project Officer may request any additional information deemed necessary to determine whether the expenditures in question were appropriately made. The adequacy and sufficiency of supporting documentation is solely within the discretion of the Project Officer.
 4. The Contractor has the option to reallocate funds between and within budget categories (Budget Revision), subject to the following criteria:
 - a. **General Conditions for Budget Revisions**
 - i. **Budget Revisions At or Exceeding 20%.**
 - A. The Contractor shall not reallocate funds between budget categories in an amount at or exceeding 20% of the total amount of the Contract per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Department's Project Officer.
 - B. The Contractor shall request prior written approval from the Department's Project Officer when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Contract per budget year.
 - C. Reallocations at or exceeding 20% of the total amount of the Contract per budget year may not occur more than once per budget year unless the Department's Project Officer finds that there is good cause for approving one additional request. The Project Officer's determination of good cause shall be final.
 - ii. **Budget Revisions Under 20%.** The Contractor shall notify the Department's Project Officer of any Budget Revision under 20% of the total amount of the Contract per budget year in writing, but need not request Department approval, except as provided for in Paragraph 4(a)(i)(B) above.

- iii. The Contractor shall obtain written approval from the Department's Project Officer prior to reallocating funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.
 - iv. The Contractor shall provide the Department's Project Officer with notice or make a request for approval prior to the submission of the next invoice based on these changes.
 - v. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.
- b. Budget Revisions Relating to Personnel
- i. Any change to funds in the Personnel Category requires the approval of the Department's Project Officer, and any such change at 20% or over as set forth in Paragraph 4(a) shall be counted as one Budget Revision under that paragraph.
 - ii. The Contractor may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, to increase the line items in that category unless one of the following circumstances apply:
 - A. The Contractor is subject to a collective bargaining agreement or other union agreement and, during the term of this Contract, salaries, hourly wages, or fringe benefits under this Contract are increased because of a renegotiation of that collective bargaining agreement or other union agreement. The Contractor shall submit to the Department's Project Officer written documentation of the new collective bargaining or other union agreement, which necessitates such reallocation.
 - B. The Contractor is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Contract. The Contractor shall submit to the Department's Project Officer written justification for the request to increase line item amounts and reallocation of funds in connection with filling such a position in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Contract, as well as the Contractor's inability to fill the position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
 - C. The Contractor is unable to perform the work of the Contract with the existing positions, titles or classifications of staff. The Contractor may add or change a position, title or classification in order to perform work that is already required. The Contractor shall submit to the Department's Project Officer for his or her approval written justification for the request to reallocate funds in connection with changing or adding a position, title or classification, in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the contract, as well as the Contractor's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
 - iii. The number of positions accounted for by any one line item may not be decreased, or consolidated into one position, without prior written approval of the Department.
 - iv. All increases are subject to the availability of funds awarded under this Contract. The Commonwealth is not obligated to increase the amount of award.
 - v. This paragraph is not intended to restrict any employee from receiving an increase in salary from the Contractor based on the Contractor's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Contract, the following shall apply. The Contractor shall submit monthly invoices within 30 days from the last day of the month within which the work is

performed. The final invoice shall be submitted within 45 days of the Contract's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. The Contractor shall be reimbursed only for services acceptable to the Department.

6. The Department, at its option, may withhold the last 20 percent of reimbursement due under this Contract, until the Project Officer has determined that all work and services required under this Contract have been performed or delivered in a manner acceptable to the Department.
 7. The Commonwealth will make payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). Within 10 days of the Grant award, the Grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The Grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
 - a. The Contractor 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 Contractor to properly apply the state agency's payment to the invoice submitted (for Contracts or Purchase Orders) or to the invoice or program (for Grant Agreements).
 - b. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Master Database (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - c. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.
- D. The Department's determination regarding the validity of any justification or of any request for approval under this Appendix B (Payment Provisions) is final.

INVOICE

67TBSTD

69183@pa.gov

Payee Name and Address Delaware County Executive Director 201 W. Front Street RM 202 Media, Pennsylvania 19063-2708			Date			
SAP Vendor Number 139089			Current Billing Period			
Telephone Number 610-871-4655			Invoice Number			
			SAP Document Number 4100092542			
Category	Budget Amount	Expenditures to Date for Prior Periods	Balance to Date from Prior Periods	Invoice Amount for Current Period	Cumulative Expenditures through Current Period	Action Amount (Tolerance Exceeded) (1)
I. Personnel Services			0.00		0.00	0.00
II. Consultant/Subcontract Services			0.00		0.00	0.00
III. Patient Services			0.00		0.00	0.00
IV. Supplies/Equipment			0.00		0.00	0.00
V. Travel			0.00		0.00	0.00
VI. Other Costs			0.00		0.00	0.00
Total Costs	0.00	0.00	0.00	0.00	0.00	0.00

Contractor's Authorized Signature

Date

(1) The Action Amount is the amount at which action is required, either a budget revision or written approval. Please refer to the payment provisions within the contractual document for allowability of reallocating funds between budget categories.

Appendix C
OVERALL BUDGET SUMMARY

Delaware County Health Department
4100092542
July 1, 2022 - June 30, 2023

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	28,377.05	-	28,377.05
II. CONSULTANT/SUBCONTRACT SERVICES	18,945.00	-	18,945.00
III. PATIENT SERVICES	-	-	-
IV. SUPPLIES/EQUIPMENT	2,827.95	-	2,827.95
V. TRAVEL	590.00	-	590.00
VI. OTHER COSTS	4,500.00	-	4,500.00
TOTAL	55,240.00	-	55,240.00

**Appendix C
BUDGET SUMMARY**

**Delaware County Health Department
4100092542
July 1, 2022 - June 30, 2023**

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	28,377.05	-	28,377.05
II. CONSULTANT/SUBCONTRACT SERVICES	18,945.00	-	18,945.00
III. PATIENT SERVICES	-	-	-
IV. SUPPLIES/EQUIPMENT	2,827.95	-	2,827.95
V. TRAVEL	590.00	-	590.00
VI. OTHER COSTS	4,500.00	-	4,500.00
TOTAL	55,240.00	-	55,240.00



October 11, 2022

Melissa Lyon
Delaware County Health Department
201 W. Front Street
Media, PA 19063-2708

Re: Subsequently Available Funds (SAF)
Agreement # 4100092542 SAF1

Dear Ms. Lyon:

As a result of additional funds available to the Department of Health for the services being provided under the above Agreement number, the Department is providing notification to you of the additional funds.

This letter is the only correspondence that will be issued by the Department regarding this additional funding. Please retain for your records.

All other terms and conditions of this Agreement remain unchanged.

If you have any questions regarding this SAF, contact the Project Officer, Patrick Nosko at (717) 547-3675.

Sincerely,

Office of Procurement
For Agency Head

Comptroller
Confirmation of Availability of Funds

Attachments



cc: Project Officer
Contract File
Comptroller

SAF1
APPENDIX A-1 TO SAP #4100092542
WORK STATEMENT

I. INTRODUCTION

- A. Pursuant to Paragraph VII., Addition of Subsequently Available Funds, of the original Agreement, additional funds are available to provide additional or expanded services through this Amendment.

II. PROVIDER SERVICES

- A. In accordance with Section (I)(A)(7)(h) (“Tasks”, “Treatment, and Outreach Services”) of Appendix A the Provider shall provide additional services to include the provision of tuberculosis (TB) education programs for health care professionals, staff members and clients at congregate settings such as correctional facilities, drug and alcohol facilities, long-term care facilities, and homeless shelters. This task shall be completed during the period of July 1 through December 31, 2022.
- B. In accordance with Section (I)(A)(7)(b)(1) (“Tasks”, “Treatment, and Outreach Services”) of Appendix A the Provider shall provide expanded medical care and follow up services during the period July 1 through December 31, 2022, to include office and clinic supplies for patient examinations, sample collection, proper storage of medications and office supplies in order to facilitate proper maintenance of patient records.
- C. In accordance with Section (I)(A)(7)(b)(1) (“Tasks”, “Treatment and Outreach Services”) of Appendix A the Provider shall provide additional medical care and follow-up during the period July 1 through December 31, 2022, including staff travel to give directly observed therapy (DOT) to patients of the TB Program in Delaware County.
- D. In accordance with Section (I)(C)(4) (“Tasks”, “Treatment and Outreach Services”) of Appendix A the Provider shall attend expanded Department-sponsored TB education and training activities at the Department’s request. Such activities include, but are not limited to, the TB Update, TB Contact Investigation training, Report of Verified Case of Tuberculosis training, TB-specific training on the Pennsylvania National Electronic Disease Surveillance System or any future surveillance system used by the Department, and Program Evaluation and Cohort Review training. This task shall be completed during the period July 1 through December 31, 2022.
- E. In accordance with Section (I)(A)(11) (“Tasks”, “Treatment and Outreach Services”) of Appendix A the Provider shall provide expanded medical care and follow-up services during the period of July 1 through December 31, 2022, to include patient enablers and incentives for patients of the tuberculosis Program.
- F. In accordance with Section (I)(A)(11) (“Tasks”, “Treatment and Outreach Services”) of Appendix A, the Provider through a consultant shall provide additional medical care and follow-up for patients of the TB Program during the period of July 1 through December 31, 2022, to include physician TB services.

III. SUBCONTRACT SERVICES

- A. In accordance with Section (I)(A)(7)(f) (“Tasks, Treatment and Outreach Services”) of Appendix A, the Provider, through a subcontractor, shall provide expanded radiology and laboratory services for patients of the TB Program during the period of July 1 through December 31, 2022, to include chest x-rays and other imaging services.

IV. AGREEMENT AMOUNT

- A. Subject to the availability of funds, whether state or Federal, and the other terms and conditions of the original Agreement as amended, the Department will make payments up to the new maximum Agreement amount of \$91,985.00.

V. FUNDING SOURCE(S)

- A. Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and state funding it provides to Grantees. This identification follows and includes the breakdown of Federal and state dollars provided and the related Federal and state financial assistance program name and number:

\$36,745.00, ALN 93.116, CENTERS FOR DISEASE CONTROL AND PREVENTION, HEALTH AND HUMAN SERVICES, DEPARTMENT OF, PROJECT GRANTS AND COOPERATIVE AGREEMENTS FOR TUBERCULOSIS CONTROL PROGRAMS, FAIN NU52PS910207

VI. ADDITIONAL TERMS AND CONDITIONS

- A. This Appendix A-1, Work Statement, is incorporated by reference into and made a part of, and supplements all previously approved work statements to the original Agreement and any subsequent amendments to that Agreement.
- B. This Appendix C-1, Budget, is incorporated by reference into and made a part of and replaces all previously approved budgets to the original Agreement and any subsequent amendments to that Agreement for time period(s) July 01, 2022 through June 30, 2023.
- C. All other terms and conditions of the original Agreement and any subsequent amendments to that Agreement not changed by this Amendment shall remain in full force and effect.

**Appendix C-1
BUDGET SUMMARY**

**Delaware County Health Department
4100092542
July 1, 2022 - June 30, 2023**

CATEGORIES	Original Budget	SAF1	Total Budget
I. PERSONNEL SERVICES	28,377.05	-	28,377.05
II. CONSULTANT/SUBCONTRACT SERVICES	18,945.00	23,000.00	41,945.00
III. PATIENT SERVICES	-	-	-
IV. SUPPLIES/EQUIPMENT	2,827.95	750.00	3,577.95
V. TRAVEL	590.00	945.00	1,535.00
VI. OTHER COSTS	4,500.00	12,050.00	16,550.00
TOTAL	55,240.00	36,745.00	91,985.00

**Appendix C-1
 Delaware County Health Department
 4100092542
 July 1, 2022 - June 30, 2023**

Categories	Original Budget	Original Budget	Original Budget	SAF1	Total Budget
	State Funds 7/1/2022 - 6/30/2023	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	Federal Funds Y22225000000 7/1/2022 - 12/31/2022	
I. PERSONNEL SERVICES					
Communicable Disease Nurse Supervisor	5,947.31				5,947.31
Public Health Nurse	14,717.98				14,717.98
Disease Investigation Specialist	7,711.76				7,711.76
					-
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Total	28,377.05	-	-	-	28,377.05

Appendix C-1

Delaware County Health Department

4100092542

July 1, 2022 - June 30, 2023

Categories	Original Budget	Original Budget	Original Budget	SAF1	Total Budget
	State Funds 7/1/2022 - 6/30/2023	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	Federal Funds Y2222500000 7/1/2022 - 12/31/2022	
II. CONSULTANT/SUBCONTRACT SERVICES					
TB Physician Services	13,320.00				13,320.00
Radiology Services	5,625.00				5,625.00
					-
SAF1					-
TB Physician Services				18,000.00	18,000.00
Radiology Services				2,500.00	2,500.00
Laboratory Services				2,500.00	2,500.00
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Total	18,945.00	-	-	23,000.00	41,945.00

**Appendix C-1
 Delaware County Health Department
 4100092542
 July 1, 2022 - June 30, 2023**

Categories	Original Budget	Original Budget	Original Budget	SAF1	Total Budget
	State Funds 7/1/2022 - 6/30/2023	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	Federal Funds Y22225000000 7/1/2022 - 12/31/2022	
III. PATIENT SERVICES					
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Total	-	-	-	-	-

**Appendix C-1
 Delaware County Health Department
 4100092542
 July 1, 2022 - June 30, 2023**

Categories	Original Budget	Original Budget	Original Budget	SAF1	Total Budget
	State Funds 7/1/2022 - 6/30/2023	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	Federal Funds Y22225000000 7/1/2022 - 12/31/2022	
IV. SUPPLIES/EQUIPMENT					
Educational Materials	1,000.00				1,000.00
Office Supplies	275.00				275.00
Clinic Supplies	1,552.95				1,552.95
SAF1					-
Educational Materials				250.00	250.00
Office Supplies				250.00	250.00
Clinic Supplies				250.00	250.00
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Total	2,827.95	-	-	750.00	3,577.95

Appendix C-1
Delaware County Health Department
4100092542
July 1, 2022 - June 30, 2023

Categories	Original Budget	Original Budget	Original Budget	SAF1	Total Budget
	State Funds 7/1/2022 - 6/30/2023	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	Federal Funds Y22225000000 7/1/2022 - 12/31/2022	
V. TRAVEL					
General Travel	590.00				590.00
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SAF1					-
General Travel				945.00	945.00
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Total	590.00	-	-	945.00	1,535.00

Appendix C-1

Delaware County Health Department

4100092542

July 1, 2022 - June 30, 2023

Categories	Original Budget	Original Budget	Original Budget	SAF1	Total Budget
	State Funds 7/1/2022 - 6/30/2023	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	Federal Funds Y22225000000 7/1/2022 - 12/31/2022	
VI. OTHER COSTS					
Indirect Costs	4,500.00				4,500.00
SAF1					-
Training/Conference/Registration				1,400.00	1,400.00
Incentives/Enablers				10,650.00	10,650.00
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Total	4,500.00	-	-	12,050.00	16,550.00

Appendix C-1

Delaware County Health Department

4100092542

July 1, 2022 - June 30, 2023

Categories	Original Budget	Original Budget	Original Budget	SAF1	Total Budget
	State Funds 7/1/2022 - 6/30/2023	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	Federal Funds Y22225000000 7/1/2022 - 12/31/2022	
TOTAL	55,240.00	-	-	36,745.00	91,985.00



March 16, 2023

Ms. Melissa Lyon
Delaware County Health Department
201 W. Front Street
Media, PA 19063-2708

Re: Subsequently Available Funds (SAF)
Agreement # 4100092542 SAF2

Dear Ms. Lyon:

As a result of additional funds available to the Department of Health for the services being provided under the above Agreement number, the Department is providing notification to you of the additional funds.

This letter is the only correspondence that will be issued by the Department regarding this additional funding. Please retain for your records.

All other terms and conditions of this Agreement remain unchanged.

If you have any questions regarding this SAF, contact the Project Officer, Patrick Nosko at (717) 547-3675.

Sincerely,

Office of Procurement
For Agency Head

Comptroller
Confirmation of Availability of Funds

Attachments



cc: Project Officer
Contract File
Comptroller

SAF2
APPENDIX A-2 TO SAP #4100092542
WORK STATEMENT

I. INTRODUCTION

- A. Pursuant to Paragraph VII., Addition of Subsequently Available Funds, of the original Agreement, additional funds are available to provide additional or expanded services through this Amendment.

II. PROVIDER SERVICES

- A. In accordance with Section (I.)(C.)(3.)(a.) (“Tasks”) of Appendix A, the Provider shall provide expanded medical care and follow-up services for Ukrainian refugee patients during the period of January 1 through June 30, 2023, including patient education and outreach tuberculosis material for patients of the Tuberculosis (TB) Program.
- B. In accordance with Section (I.)(A.)(7.)(b.)(1)) (“Tasks”) of Appendix A the Provider shall provide expanded medical care and follow up services for Ukrainian refugee patients of the TB program during the period January 1 through June 30, 2023, including office and clinic supplies for patient examinations, sample collection, proper storage of medications and office supplies in order to facilitate proper maintenance of patient records. .
- C. In accordance with Section (I.)(A.)(7.)(e.) (“Tasks”) of Appendix A the Provider shall provide expanded medical care and follow-up services during the period of January 1 through June 30, 2023, including patient enablers and incentives for Ukrainian refugee patients of the TB program.

III. SUBCONTRACT SERVICES

- A. In accordance with Section (I.)(A.)(7.)(f.) (“Tasks”) of Appendix A the Provider, through subcontract services, shall provide expanded radiology services for Ukrainian refugee patients of the TB Program, during the period of January 1 through June 30, 2023, including chest x-rays and other imaging services.
- B. In accordance with Section (I.)(A.)(9.) (“Tasks”) of Appendix A the Provider, through subcontract services, shall provide expanded laboratory services for Ukrainian refugee patients of the TB Program, during the period of January 1 through June 30, 2023.

IV. AGREEMENT AMOUNT

- A. Subject to the availability of funds, whether state or Federal, and the other terms and conditions of the original Agreement as amended, the Department will make payments up to the new maximum Agreement amount of \$116,460.00.

V. FUNDING SOURCE(S)

- A. Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and state funding it provides to Grantees. This identification follows and includes the breakdown of Federal and state dollars provided and the related Federal and state financial assistance program name and number:

\$24,475.00 Federal dollars, ALN 93.116, Department of Health and Human Services/Centers for Disease Control and Prevention, Project Grants and Cooperative Agreements for Tuberculosis Control Programs, FAIN NU52PS910207

VI. ADDITIONAL TERMS AND CONDITIONS

- A. This Appendix A-2, Work Statement, is incorporated by reference into and made a part of, and supplements all previously approved work statements to the original Agreement and any subsequent amendments to that Agreement.
- B. This Appendix C-2, Budget, is incorporated by reference into and made a part of and replaces all previously approved budgets to the original Agreement and any subsequent amendments to that Agreement for time period(s) July 1, 2022 through June 30, 2023.
- C. All other terms and conditions of the original Agreement and any subsequent amendments to that Agreement not changed by this Amendment shall remain in full force and effect.

**Appendix C-2
BUDGET SUMMARY**

**Delaware County Health Department
4100092542
July 1, 2022 - June 30, 2023**

CATEGORIES	Original Budget	SAF2	Total Budget
I. PERSONNEL SERVICES	28,377.05	-	28,377.05
II. CONSULTANT/SUBCONTRACT SERVICES	41,945.00	17,700.00	59,645.00
III. PATIENT SERVICES	-	-	-
IV. SUPPLIES/EQUIPMENT	3,577.95	4,275.00	7,852.95
V. TRAVEL	1,535.00	-	1,535.00
VI. OTHER COSTS	16,550.00	2,500.00	19,050.00
TOTAL	91,985.00	24,475.00	116,460.00

Appendix C-2

Delaware County Health Department

4100092542

July 1, 2022 - June 30, 2023

Categories	Original Budget	Original Budget	Original Budget	SAF2	Total Budget
	State Funds 7/1/2022 - 6/30/2023	Federal Funds Y22225000000 7/1/2022 12/31/2022	(IO# and IO# Begin and End Dates)	Federal Funds Y23225000300 1/1/2023-6/30/2023	
I. PERSONNEL SERVICES					
Communicable Disease Nurse Supervisor	5,947.31				5,947.31
Public Health Nurse	14,717.98				14,717.98
Disease Investigation Specialist	7,711.76				7,711.76
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Total	28,377.05	-	-	-	28,377.05
II. CONSULTANT/SUBCONTRACT SERVICES					
TB Physician Services	13,320.00				13,320.00
Radiology Services	5,625.00				5,625.00

Appendix C-2

Delaware County Health Department

4100092542

July 1, 2022 - June 30, 2023

Categories	Original Budget	Original Budget	Original Budget	SAF2	Total Budget
	State Funds 7/1/2022 - 6/30/2023	Federal Funds Y22225000000 7/1/2022 12/31/2022	(IO# and IO# Begin and End Dates)	Federal Funds Y23225000300 1/1/2023-6/30/2023	
					-
SAF1					-
TB Physician Services		18,000.00			18,000.00
Radiology Services		2,500.00			2,500.00
Laboratory Services		2,500.00			2,500.00
					-
SAF2					-
Radiology Services				14,200.00	14,200.00
Laboratory Services				3,500.00	3,500.00
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Total	18,945.00	23,000.00	-	17,700.00	59,645.00

III. PATIENT SERVICES

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Appendix C-2

Delaware County Health Department

4100092542

July 1, 2022 - June 30, 2023

Categories	Original Budget	Original Budget	Original Budget	SAF2	Total Budget
	State Funds 7/1/2022 - 6/30/2023	Federal Funds Y22225000000 7/1/2022 12/31/2022	(IO# and IO# Begin and End Dates)	Federal Funds Y23225000300 1/1/2023-6/30/2023	
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Total	-	-	-	-	-

IV. SUPPLIES/EQUIPMENT

Educational Materials	1,000.00				1,000.00
Office Supplies	275.00				275.00
Clinic Supplies	1,552.95				1,552.95
					-
SAF1					-
Educational Materials		250.00			250.00
Office Supplies		250.00			250.00

Appendix C-2

Delaware County Health Department

4100092542

July 1, 2022 - June 30, 2023

Categories	Original Budget	Original Budget	Original Budget	SAF2	Total Budget
	State Funds 7/1/2022 - 6/30/2023	Federal Funds Y22225000000 7/1/2022 12/31/2022	(IO# and IO# Begin and End Dates)	Federal Funds Y23225000300 1/1/2023-6/30/2023	
Clinic Supplies		250.00			250.00
					-
SAF2					-
Educational Materials				3,500.00	3,500.00
Office Supplies				525.00	525.00
Clinic Supplies				250.00	250.00
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
Total	2,827.95	750.00	-	4,275.00	7,852.95

V. TRAVEL

General Travel	590.00				590.00
					-
SAF1					-
General Travel		945.00			945.00
					-
					-
					-
					-
					-
					-
					-

**Appendix C-2
Delaware County Health Department
4100092542
July 1, 2022 - June 30, 2023**

Categories	Original Budget	Original Budget	Original Budget	SAF2	Total Budget
	State Funds 7/1/2022 - 6/30/2023	Federal Funds Y22225000000 7/1/2022 12/31/2022	(IO# and IO# Begin and End Dates)	Federal Funds Y23225000300 1/1/2023-6/30/2023	
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
Total	590.00	945.00	-	-	1,535.00

VI. OTHER COSTS

Indirect Costs	4,500.00				4,500.00
SAF1					-
Training/Conference/Registration		1,400.00			1,400.00
Incentives/Enablers		10,650.00			10,650.00
SAF2					-
Incentives/Enablers				2,500.00	2,500.00
					-
					-
					-
					-
					-

Appendix C-2

Delaware County Health Department

4100092542

July 1, 2022 - June 30, 2023

Categories	Original Budget	Original Budget	Original Budget	SAF2	Total Budget
	State Funds 7/1/2022 - 6/30/2023	Federal Funds Y22225000000 7/1/2022 12/31/2022	(IO# and IO# Begin and End Dates)	Federal Funds Y23225000300 1/1/2023-6/30/2023	
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
Total	4,500.00	12,050.00	-	2,500.00	19,050.00
TOTAL	55,240.00	36,745.00	-	24,475.00	116,460.00



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Charles Walmsley, Health

ITEM TYPE: Professional Service Agreement

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approve Contract Amendment with Strategic Versatility to increase the Contract from \$30,000 by an additional \$25,000 for further development of the DCHD leadership team including work on the structure/organization of the Health Department, behavioral and skill development/assessment, additional enhanced cross functional manager/staff training, executive level coaching and development on overall leadership effectiveness. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 5123-4540-630000

ESTIMATED/ACTUAL COST OF REQUEST: \$55,000 total agreement - \$30,000 Phase I complete \$25,000 / Phase II

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: The entire cost of the Strategic Versatility training which with the approval of this Phase II training would be \$55,000 is expected to be entirely grant reimbursable.

Please note the Phase II scope of work is \$21,690.00 for the purposes of this approval the DCHD is requesting an additional

\$3,310.00 excess approval to allow for approx. 5-10 hours of additional optional executive coaching:

Optional – Executive Coaching with Karen Johnson \$350/hour

Optional – Additional Hours with Amy Pawloski \$280/hour

ATTACHMENTS:

[Council Approval- Strategic Versatility- Leadership Training 11-16-22.pdf](#)

[DCHD Phase II Options 03_06_23 \(002\).pdf](#)

[Strategic Versatility Amendment - 2023.docx](#)



COUNTY CLERK
GOVERNMENT CENTER BUILDING
201 W. FRONT STREET
MEDIA, PENNSYLVANIA 19063
PHONE: (610) 891-4260

COUNCIL
DR. MONICA TAYLOR
CHAIR

ANNE M. COOGAN
COUNTY CLERK

ELAINE PAUL SCHAEFER
VICE CHAIR

KEVIN M. MADDEN
CHRISTINE A. REUTHER
RICHARD R. WOMACK

INTEROFFICE MEMO

TO: Melissa Lyon, Director
Health Department

FROM: Anne M. Coogan *Anne M. Coogan*
County Clerk

DATE: November 21, 2022

County Council approved, at their regular meeting held November 16, 2022, of an Agreement of Services with Strategic Versatility in an amount not to exceed \$30,000.00 for Strategic Leadership Training for the Delaware County Health Department management team.

Attached is the executed Agreement. If you have any questions, please do not hesitate to contact me.

cc: Joanne Phillips
File



Item Cover Page

COUNTY COUNCIL AGENDA ITEM REPORT

DATE: November 16, 2022

SUBMITTED BY: Melissa Lyon, Health

ITEM TYPE: Professional Service Agreement

AGENDA SECTION: Consent Agenda Items

SUBJECT: Approval of an Agreement of Services with Strategic Versatility in an amount not to exceed \$30,000.00 for Strategic Leadership Training for the Delaware County Health Department management team. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 5123-4540-627600

ESTIMATED/ACTUAL COST OF REQUEST: \$30,000

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: The DCHD is in need of leadership alignment training.

ATTACHMENTS:
[Strategic Versatility Signed AP_ML_11_7_2022.pdf](#)

Master Agreement for Services

Strategic Versatility LLC ("Strategic Versatility") and the County of Delaware, Pennsylvania (the "County") acting through the Delaware County Health Department ("DCHD") hereby agree to the following:

1. *Services.* Strategic Versatility shall perform for DCHD the services listed in the Statement of Work attached hereto as Exhibit A and executed by both Strategic Versatility and DCHD. DCHD shall provide Strategic Versatility ready access to the staff of DCHD as necessary to perform the Services.
2. *Compensation for Services.* DCHD shall compensate Strategic Versatility for the Services at the rates set forth in, and otherwise in accordance with, the schedule attached hereto as Exhibit A.
3. *Reimbursement for Expenses.* In addition to payment(s) under Section 2, DCHD shall reimburse Strategic Versatility for all reasonable out-of-pocket expenses incurred by Strategic Versatility in the performance of the Services, including, but not limited to, expenses for travel, software licenses, and supplies; provided that Strategic Versatility must obtain DCHD's approval in advance for any individual expense in excess of \$100. All travel will be reimbursed at the federal GSA rate found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> including lodging, airfare, and rental car expenses.
4. *Invoicing; Payment.* Unless otherwise specified on Exhibit A, Strategic Versatility shall invoice DCHD for compensation and expenses pursuant to Sections 2 and 3, at Strategic Versatility's discretion: (i) upon completion of the Services; (ii) upon completion of the milestones specified in Exhibit A, if any; or (iii) periodically (but not more frequently than once every 30 days), if the Services are to be rendered during a period of more than 30 days. DCHD shall pay all invoices in full within 45 days after receipt thereof. Interest shall accrue on late payments at the rate of 0.5% per month.
5. *Confidential Information.* The parties acknowledge and agree that either party (a "receiving party") may gain access to confidential information (including, without limitation, proprietary research, development, product, service, marketing, financial, identities of personnel or residents, and third party information) (collectively, "Confidential Information") of the other party (a "disclosing party") during the course of Strategic Versatility's providing the Services. Each receiving party shall use reasonable efforts to preserve the confidentiality of, and shall not use for any purpose (except, in the case of Strategic Versatility, for performance of the Services), all information of the disclosing party that: (i) the disclosing party identifies in writing as Confidential Information within 10 days after disclosure to the receiving party, or (ii) a reasonable person would believe constituted Confidential Information of the disclosing party. Each receiving party shall also take reasonable efforts to cause its employees and agents to do likewise. Notwithstanding the foregoing, a receiving party shall have no obligation to maintain the confidentiality of any Confidential Information that: (A) was in the receiving party's lawful possession prior to disclosure to the receiving party (as demonstrated by competent written evidence), (B) is later lawfully made available to the receiving party by a third party having no obligation of confidentiality to

the disclosing party, (C) is independently developed by the receiving party (as demonstrated by competent written evidence), or (D) is, or later becomes, available to the public through no act or omission of the receiving party. Strategic Versatility agrees to enter into any further agreement reasonably required to implement the provisions of this paragraph.

6. *Ownership; Work Product.* The parties shall jointly own any work product created by Strategic Versatility as a deliverable and as part of the Services. All rights in and to all inventions, improvements, designs, processes, code, programming, trade secrets, and know-how, whether or not patentable, copyrightable or otherwise eligible for legal protection, conceived, discovered, or first reduced to practice by Strategic Versatility in connection with performance of Services (collectively, "Inventions") shall be owned exclusively by Strategic Versatility, but DCHD shall have a non-exclusive, non-transferable royalty-free right and license to use same for its internal business operations. Strategic Versatility shall not acquire any rights in or to any property owned or controlled by DCHD as a result of performing the Services.

7. *DCHD Representative.* The individual identified in Exhibit A as the DCHD Representative shall represent DCHD in connection with this Agreement with respect to the Services and the acceptance of any Deliverables and notices and shall have the authority to execute written modifications or additions to this Agreement, including additional work orders under Section 13.

8. *Acceptance.* DCHD shall be deemed to have accepted the Services and any Deliverables provided by Strategic Versatility pursuant to this Agreement if DCHD shall not have notified Strategic Versatility to the contrary within 10 business days after Strategic Versatility's completion of the Services and the delivery of the Deliverables, whichever is later. The only grounds upon which DCHD may reject any Services provided or Deliverables delivered by Strategic Versatility shall be that same materially fail to conform to the terms of this Agreement. In the event DCHD so notifies Strategic Versatility within such 10-day period, DCHD shall not be entitled to terminate this Agreement until Strategic Versatility has been afforded a 60-day period within which to make such Services or Deliverables materially conform with the terms of this Agreement.

9. *Disputes.* Any disputes that arise between the parties with respect to this Agreement shall be submitted to binding arbitration under, and by a single arbitrator appointed in accordance with, the then current commercial arbitration rules of the American Arbitration Association. The parties shall share equally the costs and expenses of any such arbitration; provided that the arbitrator shall have the authority to award costs and legal fees to the prevailing party if he or she deems appropriate. The final decision of any such arbitrator shall be enforceable in the courts of the Commonwealth of Pennsylvania. This Agreement shall be governed in all respects by the laws of the Commonwealth without giving effect to its rules relating to conflicts of laws.

10. *Taxes; Independent Contractor.* Any and all taxes, except taxes on Strategic Versatility's gross income, imposed or assessed in connection with this Agreement or any payments hereunder, including but not limited to sales or use taxes, shall be paid by DCHD. It is expressly acknowledged by the parties that the County and Strategic Versatility are independent contracting parties, and Strategic Versatility shall be deemed at all times to be an independent contractor and not an employee of the

County. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant or partnership or joint venture relationship.

11. *Term.* Unless otherwise specified on Exhibit A, Strategic Versatility shall provide the Services through the period ending on the first anniversary of the date set forth at the end of this Agreement ; provided, the County may terminate this Agreement on fifteen (15) days written notice at any time. Strategic Versatility's fees shall only be payable as accrued through the date of termination.

12. *Complete Agreement.* This Agreement contains the entire Agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of either party by any of its employees or agents, or contained in any sales materials or brochures, shall be binding upon the parties. Each party acknowledges that it is entering into this Agreement solely based on the representations contained herein. In the event of a conflict in the provisions of any exhibits or attachments hereto and the provisions set forth in this Agreement, the provisions of such exhibits or attachments shall govern. This Agreement may be amended only by mutual agreement expressed in writing and signed by both parties. The parties to this Agreement do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either party.

13. *Additional Work.* From time-to-time DCHD may submit proposed work orders, each with a complete Statement of Work, for any additional work that DCHD wishes Strategic Versatility to perform pursuant to this Agreement. Promptly following such submission, the parties shall negotiate and agree upon the terms of the work order, including the Statement of Work, any standards or specifications applicable to Strategic Versatility's performance of such Services, and all other terms and conditions that the parties deem necessary or desirable. Such work order shall become subject to this Agreement when signed by both DCHD and Strategic Versatility, subject to approval by County Council as required.

14. *Notices.* Any notice, request, demand, or other communication required or permitted under this Agreement shall be in writing and in English and may be delivered by any means by which receipt may be verified, including email.

15. *Insurance.* Strategic Versatility shall, at its sole cost and expense, procure insurance in amounts reasonable and customary for the services being provided hereunder.

16. *Indemnification.* Strategic Versatility shall indemnify and hold harmless the County and DCHD, their council, officials, officers, employees and agents from, and shall defend it and them against, any and all liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation) arising from, in connection with or caused by any act or omission of Strategic Versatility. Notwithstanding the foregoing, Strategic Versatility shall have no obligation under this Section with respect to any loss that is caused by the gross negligence or willful misconduct of the County or DCHD.

[Signature Page Follows.]

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the County and Strategic Versatility by their authorized representatives have caused these presents to be properly executed as of November 16, 2022.

Strategic Versatility

By: 
[Signature]

Printed Name: Amy Pawloski
Title: President
Address: 179 Gateshead Way, Phoenixville, PA 19460
E-Mail: amy.pawloski@strategicversatility.com




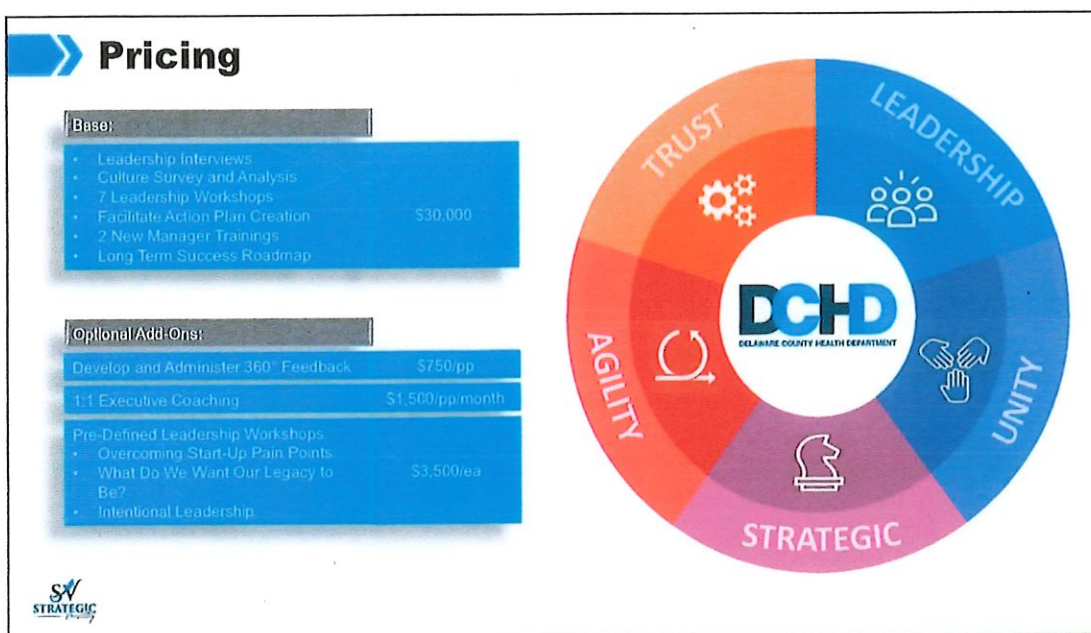
<p>COUNTY OF DELAWARE</p> <p>BY: <u></u> [Signature]</p> <p>Title: Council Chair</p> <p>ATTESTED: <u></u> County Clerk</p>	<p>APPROVED</p> <p>By: <u></u> [Signature]</p> <p>Printed Name: Melissa Lyon Title: Director, DCHD Address: 212 Front Street Media, PA 19063 E-Mail: lyonm@co.delaware.pa.us</p>
--	---

EXHIBIT A

STATEMENT OF WORK

1. Services to be Provided and Schedule for Providing Services:

Delaware County Health Department (“DCHD”) is hiring Strategic Versatility LLC (“Strategic Versatility”) for various management training efforts. These efforts are anticipated to take place between November 2022 – February 2023. The slide below delineates such efforts and cost. Note that the “Base” pricing and services are covered by this Statement of Work (“SOW”). Any optional add-ons or other work will be accommodated under a new SOW.



2. Main Contact at DCHD:

The individual set forth below in this Section shall be DCHD’s primary contact with regard to Services under this SOW:

Name: Melissa Lyon
 Title: Director
 E-mail: lyonm@co.delaware.pa.us

3. Main Contact at Strategic Versatility:

The individual set forth below in this Section shall be SV’s primary contact with regard to Services under this SOW:

Name: Amy Pawloski
Title: President
E-mail: amy.pawloski@strategicversatility.com

4. Fee rate and Payment Schedule:

Services will be billed at an hourly rate as work is performed. Strategic Versatility will bill at a rate of \$250/hour until the base amount is reached (i.e., \$30,000.00). All invoices sent are due net 30.

5. No changes to this SOW may be made unless such changes are in writing and signed by both parties. Such statements shall be designated as amendments to this SOW and shall specifically identify the portion of this Statement of Work to be changed. Except for such designated portions, the SOW will continue in effect.

6. The provisions of the Agreement are incorporated by reference and made part of this SOW. This SOW and any attachments, together with the Agreement, shall constitute the entire agreement of the parties with regard to the Services. To the extent that the terms of the SOW and the Agreement are inconsistent, the terms of the Agreement shall control. Signatures to this SOW transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

ACCEPTED AND AGREED TO:

Strategic Versatility

By: 
Amy Pawloski
President

DCHD

By: 
Melissa Lyon
Director



Phase II Options

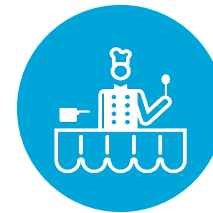
March 6, 2023



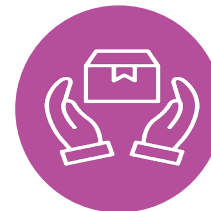
Topics



All activities would take place in 2Q 2023 and be completed by June 30, 2023.



A La Carte Options



Bundled Package

A La Carte Options

LT Reorganization Development & Assimilation



- Two 2-hour live workshops with LT
- One 1-hour virtual meeting with Department Director
- One 1-hour virtual meeting with Department Deputy Director
- Deliverables include:
 - Vision creation and clarifying unique mission(s)
 - Draft of which high-level activities belong with which team and which activities need to be performed at a combined level
 - Assist new teams with building right foundation and set up for success
 - Creation of draft communications to full staff
- Note that this is not a bottom-up development of organization needs/skillsets which is often carried out for a formal reorganization (If this is what is needed, add ~\$10K to effort)

- Based on feedback from LT to define new teams which better align with department operations

• **\$11,750**



Behavioral Profiles



- Leadership Team members spend ~ ½ hour completing standardized self assessment with output being personalized style report
- One 2-hour facilitated workshop
 - Share individual styles with teammates
 - Understand what colleagues' behavioral profiles are
 - Learn how best to interact with different types of profiles

- Provides insight to employees' working styles including strengths, challenges, motivations and stressors
- Allows for alignment of employees' behaviors and skills with organizational strategies
- Improves employees' interactions with each other to increase productivity and reduce stress

- **\$2,550 + \$1,050* = \$3,600**



** Includes use of DiSC survey with cost ~\$105/pp. Cost includes surveys for 10 people.*

Manager/Staff Training – Part II



- One 2-hour facilitated workshop, “The Ideal Team Player”
- Includes up to 25 participants
- Customized for DCHD and Participation in Cross-Functional Task Forces

- Addresses employee feedback asking for more training to develop and grow their skills
- Coincides with evolution and increased participation in cross-functional department task forces

- **\$3,250**



Ad Hoc Engagement



- Monthly allocation of 5 hours (use or lose) with work to be defined by Director. Activities could include, but are not limited to:
 - 1:1 Business Coaching
 - LT Reorganization Pull Through (e.g., join LT meetings for conflict mining, commitment clarification and accountability)
 - Tracking Progress of Survey Action Items Committed to by LT
 - Creation of and Training on Policies
 - Development/Leadership of Task Forces
 - Creation and Publication of Quarterly Newsletter with Cross-Functional Updates
 - Defining examples of Core Value Demonstration
- Also includes additional ½ hour bi-weekly (every other week) check-in with Director

- **\$2,500/month (translates to \$7,500 /quarter)**



Executive Coaching



- Executive Coaching
- Performed by Karen Johnson, consultant for Strategic Versatility
- Individuals to be identified by DCHD Director
- Coaching can be issue-specific or broad executive development, including leadership effectiveness
- Karen will perform majority of work virtually, however, willing to come on-site 1 day/month, as needed

• **\$350/hour**



<https://www.linkedin.com/in/karensheedyjohnson/>

**Typical executive coaching costs and lapsed time are ~\$25-35K for a 6-month program per individual
[Benchmark: <https://salettleadership.com/cost-of-executive-coaching/>]*

Bundled Package

Bundled Value Package

All options included at a discount



Option	List Price*
LT Reorganization Development & Assimilation	\$11,750
Behavioral Profiles and Workshop	\$3,600
Manager Training – Part II (Ideal Team Player)	\$3,250
Ad Hoc Engagement	<u>\$7,500</u>
TOTAL LIST PRICE	\$24,100
Discount (10%)	<u>(\$2,410)</u>
TOTAL VALUE PACKAGE	\$21,690
Optional – Executive Coaching with Karen Johnson	\$350/hour
Optional – Additional Hours with Amy Pawloski	\$280/hour

**Note that prices do not include cost of travel/mileage*



www.strategicversatility.com

AMENDMENT OF AGREEMENT

This Amendment of Agreement (this "Amendment") is made as of April 19, 2023, between STRATEGIC VERSATILITY LLC ("Contractor") and the COUNTY OF DELAWARE, PENNSYLVANIA ("County").

I. Background. Contractor and County are parties to a Master Agreement for Services dated November 16, 2022 (the "Agreement"). This Amendment was approved by County Council on April 19, 2023.

II. Amendments. The parties hereby agree to amend Exhibit A to the Agreement to add the services set forth in Attachment I hereto.

III. Confirmation of Terms. The parties confirm that, as amended hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Amendment, by their properly authorized officers or officials, to be effective as of the date first written above.

STRATEGIC VERSATILITY LLC

COUNTY OF DELAWARE

By: _____
Title:

By: _____
Chair, County Council

Date: _____

Attested: _____
County Clerk

Date: _____

Attachment I

Additional Services - Phase II Options



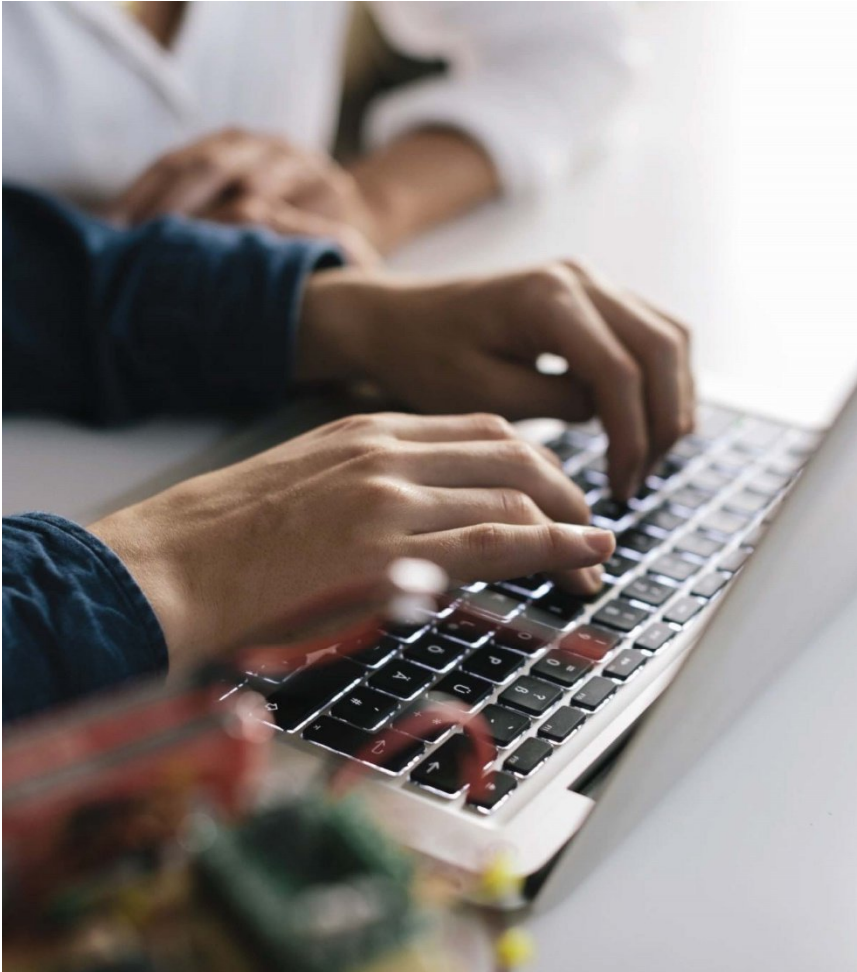
The slide features a blue background with abstract geometric patterns, including circles, lines, and plus signs. In the top left corner is the logo for 'STRATEGIC Versatility', which includes a stylized 'SV' monogram. In the top right corner is the logo for 'DCHD DELAWARE COUNTY HEALTH DEPARTMENT', with 'DCHD' in large blue letters and the full name below. The main title 'Phase II Options' is centered in large white font. Below the title, a red rounded rectangle contains the date 'March 6, 2023' in white text.

STRATEGIC
Versatility

DCHD
DELAWARE COUNTY HEALTH DEPARTMENT

Phase II Options

March 6, 2023



Topics



All activities would take place in 2Q 2023 and be completed by June 30, 2023.



A La Carte Options



Bundled Package

2

A La Carte Options

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- **\$11,750**



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<https://www.linkedin.com/in/karensheedyjohnson/>

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[Benchmark: <https://salettaleadership.com/cost-of-executive-coaching/>]*



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**Note that prices do not include cost of travel/mileage*



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Charles Walmsley, Health

ITEM TYPE: Professional Service Agreement

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of a Professional Services Agreement between the County of Delaware and Kronos SaaS, Inc., a UKG company for an amount not to exceed \$38,560.00 for a period of three years eff. 90 days from signature 04/19/2023 expected term 07/19/2023-07/19/2026. Pricing includes implementation and configuration, training for admin and end users, and assoc. software/hardware and subscriptions. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 5123-4540-665104

ESTIMATED/ACTUAL COST OF REQUEST: \$38,560.00

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: We will use 5123-4540-665104 program expense out of the admin supp svcs budget and will journal any of the expenses direct to the grant once invoiced.

ATTACHMENTS:
[Delaware County Dept of Health Q-147916 WFR Net New 4.5.23 order packet r4.pdf](#)



ORDER FORM

Quote#: Q-147916
Expires: 28 Apr, 2023
Sales Executive: Scott Gleske

Order Type: Quote
Date: 05 Apr, 2023

Bill To Contact:

Bill To: Delaware County - Dept of Health
201 W Front St
Media, PA 19063-2797 USA

Ship To Contact: Chris Walmsley

Ship To: Delaware County - Dept of Health
201 W Front St
Media, PA 19063-2797 USA

Ship to Phone: 610-871-8190
Ship to Mobile:
Contact: Chris Walmsley
Email: walmsleyc@co.delaware.pa.us

Currency: USD
Customer PO Number:
Solution ID: 6192627
Initial Term: 36 months
Billing Start Date: 90 Days from Execution of Order Form

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Order Notes:

This order entered into between the Customer and Kronos SaaShr, Inc., a UKG company, is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaShr, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221"). The Professional Services Engagement Overview attached to this Order Form is a summary for the implementation services to be provided by UKG for the UKG Ready Setup Fees set forth on this Order Form.

The fees for the Applications are invoiced 60 days prior to the Billing Start Date.

Great Place to Work Certification – Assess Tier is subject to the Agreement and the supplemental terms located at: <http://www.ukg.com/supplement/GPTWCertification>.

Any concessions provided by UKG for Professional Services are valid only for version of UKG Ready Applications stated on this Order Form.

SaaS Services

Billing Frequency: Annual in Advance

Product Name	Quantity	PEPM	Monthly Price
UKG READY TIME	100	USD 3.60	USD 360.00
UKG READY ACCRUALS MANAGER	100	USD 0.60	USD 60.00
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00
UKG READY HR	100	USD 3.60	USD 360.00
GREAT PLACE TO WORK CERTIFICATION - ASSESS TIER	1	USD 0.00	USD 0.00
UKG READY RECRUITING	100	USD 0.60	USD 60.00
Total Price			USD 840.00

Equipment Rental

Billing Frequency: Annual in Advance

Item	Quantity	Unit Price	Monthly Price
UKG READY RENTAL INTOUCH 9100 H4,STANDARD,KR B/C	1	USD 90.00	USD 90.00
WORKFORCE READY RENTAL TOUCH ID PLUS FOR H3/H4 INTOUCH	1	USD 30.00	USD 30.00
Monthly Total			USD 120.00

Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX/DX G2	1	USD 0.00	USD 0.00
Total Price			USD 0.00

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	USD 4,000.00

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 960.00

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 11,520.00

Item	Total Price
Total Equipment Purchase and Accessories Fee	USD 0.00

Item	Total Price
Total One Time Fees	USD 4,000.00

Delaware County - Dept of Health

Kronos SaaShr, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order for, to Delaware County - Dept of Health (“Customer”) related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, aswell as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Ready® Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Ready – Software as a Service (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

Your Ready SaaS Solution

Delaware County - Dept of Health and Kronos are deploying the following Ready modules with 1 location(s), 1 EINS and 2 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
UKG READY TIME	100	1	
UKG READY ACCRUALS MANAGER	100	1	100 Days
UKG READY HR	100	1	
Value Add Modules	Employees	Deployments	Estimated Duration
UKG Ready Recruiting	100	1	30 Days

Delaware County - Dept of Health and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between Delaware County - Dept of Health and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization’s specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, Delaware County - Dept of Health and Kronos will deploy the following core modules and functionality in 100 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

<p>UKG Ready Time</p>	<p>UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"> • Total Cost Centers • Profiles <ul style="list-style-type: none"> • Timesheet • Time Off Request • Pay Calculations • Pay Prep • Security • Points • Tables <ul style="list-style-type: none"> • Rate • Holiday • Manager Levels • Employee Perspective Scorecards • Workflows <ul style="list-style-type: none"> • Time Off Requests • Timesheet Change Requests • Schedules <ul style="list-style-type: none"> • Daily Rules • Work Schedule Profiles • Pay Periods • Counters • Time Off Categories • Reports <ul style="list-style-type: none"> • 61 commonly used pre-configured reports are included in the implementation • Kronos will configure up to 5 additional custom reports using the standard functionality in the software • Timekeeping Admin Training
<p>UKG Ready Accruals Manager</p>	<p>UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through:</p> <ul style="list-style-type: none"> • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow (requires UKG Ready Time) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires UKG Ready Time) • Visibility to projected balances • Automatic balance reduction (requires UKG Ready Time or UKG Ready Payroll) • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Configure accruals profiles and assign to employees

Please note that UKG Ready Accruals Manager requires UKG Ready Time.

<p>UKG Ready HR</p>	<p>UKG Ready HR <i>core functionality</i> deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through:</p> <ul style="list-style-type: none"> • Core employee demographics • Onboarding • Checklists <ul style="list-style-type: none"> • Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed • Personnel management • Benefits administration • Open enrollment / life event • Work Flows <ul style="list-style-type: none"> • Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed • HR documents & forms <ul style="list-style-type: none"> • Up to 10 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed • Incident tracking • Certification / Credential • Asset management • Compliance reporting • Standard reporting • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Interface bundle using customer supplied data in standard file formats • HR Admin Training
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Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with Delaware County - Dept of Health to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
<p>UKG Ready Recruiting</p>	<p>UKG Ready Recruiting provides proactive administration of your Recruitment strategy across the Ready solution through:</p> <ul style="list-style-type: none"> • Applicant Configuration • Job Requisitions • Work Flows <ul style="list-style-type: none"> • Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed • Applicant Administration • Checklists <ul style="list-style-type: none"> • Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed

	<ul style="list-style-type: none"> • Tracking/recruitment custom forms <ul style="list-style-type: none"> • Up to 5 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed • Talent tracking – training, skills, certifications • Communication and Notification templates <ul style="list-style-type: none"> • Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed • Standard reporting <p>Please note: UKG Ready Recruiting requires UKG Ready HR.</p>
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<p>UKG Ready Integration Hub</p>	<p>UKG Ready Integration Hub enables data to flow between Ready and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Ready format and utilizing the standard Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (to/from) any 3rd party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. Kronos will provide standard Import/Export files using UKG Ready Integration Hub. Customer will work with the 3rd parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Ready fields in the 3rd party format to send to the 3rd party system. The types of interfaces/integrations that can be supplied under this project include:</p> <ul style="list-style-type: none"> • UKG Ready Time Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> • UKG Ready Accruals Interface bundle using customer-supplied • UKG Ready Scheduler Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> • Employee Availability Import from 3rd party system • Schedule detail export • UKG Ready HR Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> • Benefit enrollment exports • Employee deduction election imports • Employee demographic exports • UKG Ready Payroll Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> • ACH payroll employee direct deposit file exports • ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.) • Payroll employee withholding amount exports • Pension enrollment export (e.g. 401k) • Pension census export (e.g. 401k) • New hire reporting export • Positive pay export
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	<ul style="list-style-type: none"> • Payroll journal export to G/L, 1 acct structure • Tax payment & filing Interface <p>Kronos will use commercially reasonable effort to ensure all integrations/interfaces provide for the vendors below are designed in a manner which they can successfully pass data contained in standard Ready data fields to said 3rd party vendor and/or can accept data from said 3rd party vendor into Ready standard data fields. Below are some examples of interfaces which are typically part of the Integration Hub. Vendors and integration types may vary by customer.</p> <ul style="list-style-type: none"> • John Hancock Retirement Planning Service • Blue Cross Blue Shield of Texas • HSA Bank • Discovery Benefits • Bankers Fidelity • The Standard <p>Please note: Non-standard, multi-directional, or API based integrations/interfaces are not included in the scope of this project. Custom Reports that cannot be delivered through the standard software functionality are also not included. If such integrations or reports are required, a separate quote will be provided after all requirements and specifications have been received.</p>

Administrator and Super User Training

Included in each Customer’s software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value
Administrator and Super User Training	Each Customer will have access to: <ul style="list-style-type: none"> • Learning Center, Ready’s learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to: <ul style="list-style-type: none"> • Interactive self-paced, on-demand modules • “How to” videos and snippets • Printable job aids • Recommended learning plan(s) aligned to each user’s roles within Ready • Online, public instructor-led class(es) • “Train the Trainer” enablement and materials <ul style="list-style-type: none"> • Editable templates and tools to be leveraged by the administrators to deliver manager and employee training • Manager and employee-focused job aids for common tasks within Ready
Change Management and User	Each Customer will have access to:

Adoption Training	<ul style="list-style-type: none"> • Change management training for the project team on building a change management plan for Customer’s organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer’s change management plan
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Assumptions & Notes

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
 - Please note that In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos.
 - Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request.
 - Kronos shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
 - Completing all required, Kronos supplied templates used to complete the Discovery process
 - Physical installation and/or mounting of all time clocks associated with this project.
 - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer’s staff to replicate additional configurations
 - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
 - Configuring the Customer’s network to allow inbound/outbound communications to and from the clocks, based on specifications provided by Kronos
 - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
 - Providing all required data imports in the approved Kronos format
 - Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer’s Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer’s environment such as their operating system, hardware resources, database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to the Kronos implementation team.

Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limited to (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whether approved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- More than twelve (12) months has passed since the date of signature of the Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Kate McGeever, Workforce Development

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval for Workforce Development to modify a contract with Maximum Security Firm, LLC increasing the amount from \$50,000 to \$50,288.

EXPENSE BUDGET LINE ITEM ACCOUNT: 33xx-4458-633003

ESTIMATED/ACTUAL COST OF REQUEST: 288

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Service Ageement Maximum.pdf](#)

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

Delaware County Workforce Development Board of 1570 Garrett Rd, Ste A Upper Darby, PA 19082,
USA, and
Kate McGeever of 701 Crosby St, Ste B Chester, PA 19013, USA
(individually and collectively the "Client")

- AND -

Marlowe E. Freeman, Sr. d.b.a. Maximum Security Firm, LLC of 402 Welsh Street Chester, PA 19013
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Unarmed Security Service.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Page 1 of 7

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least 10 days' notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

10. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor at the rate of \$25.00 per hour.
11. The Compensation will be payable, while this Agreement is in force, according to the following payment terms:
 - Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

12. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

13. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance.
14. The Contractor will furnish vouchers to the Client for all such expenses.

Confidentiality

15. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
17. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Return of Property

18. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Delaware County Workforce Development Board
1570 Garrett Rd, Ste A Upper Darby, PA 19082, USA

b. Paige Fuss-Site Administrator @ PA Career Link Chester, PA 19013, USA

c. Marlowe E. Freeman, Sr., dba Maximum Security Firm, LLC
402 Welsh Street, 1st Floor Chester, PA 19013

or to such other address as any Party may from time to time notify the other.

Indemnification

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

22. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to

Legal Expenses

23. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Pennsylvania, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Kate McGeever, Workforce Development

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval for Workforce Development to modify an Incumbent Worker Training contract with the City of Chester. The contract amount would increase from \$22,000 to \$44,000 due to an increase in the number of workers trained.

EXPENSE BUDGET LINE ITEM ACCOUNT: 33xx-4450/4453-631016

ESTIMATED/ACTUAL COST OF REQUEST: 22000

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Master Agreement City of Chester.pdf](#)



Delaware County Workforce Development Board

INCUMBENT WORKER TRAINING MASTER AGREEMENT

Contract Number: _____

CFDA: Dislocated Workers 17.278
Adult 17.258

CONTRACTOR: City of Chester

ADDRESS: 1 Fourth Street, Chester, PA 19013

PHONE: 484-213-3141

EMAIL: ebayne@chestercity.com

FEIN # 23-6001900

WORKMEN'S COMPENSATION CARRIER: STARR Insurance Companies

POLICY NUMBER: SLSTPTY11726922

THIS INCUMBENT WORKER agreement is entered into by the DCWDB acting as the Fiscal Agent (hereinafter "FA") and Chester City (hereinafter "Contractor").

FISCAL AGENT:

**Delaware County Workforce Development Board (DCWDB)
1570 Garrett Road, Barclay Center, Suite A
Upper Darby, PA 19082**

A. TRAINING COST

1. The Contractor agrees to pay all trainees cost.
2. DCWD FA agrees to reimburse the contractor for 50% of the cost of training as described in the IWT policy.

B. CONCURRENCE OF COLLECTIVE BARGAINING UNIT:

To ensure the most effective development of employment and training opportunities, the Contractor must obtain acknowledgment from the appropriate bargaining agent, where a collective bargaining agreement exists with the participating employer covering occupations in which training or subsidized employment is proposed, that the bargaining unit has been notified of training. Such acknowledgment shall apply to the elements of the proposed activity which affect the bargaining agreement, such as occupation, wage and benefits.

C. UNION ORGANIZING

In concurrence with 20 CFR 663.730: Funds provided to employers for ITW or customized training must not be used to directly or indirectly assist, promote or deter union organizing

D. NONDISCRIMINATION:

1. By signing this Incumbent Worker Training (IWT) Master Agreement the Contractor assures that it will not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

2. As a condition to the award of financial assistance from the FA, with respect to the operation of WIOA-funded programs or activities and all agreements to carry out the WIOA-funded programs or activities, the Contractor shall comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, as amended, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

E. LAYOFF & TERMINATION:

In the event of a lay-off and trainee is not reinstated within thirty (30) days, the appropriate Individual Incumbent Worker Training Plan will be terminated. Also, the Individual Incumbent Worker Training Plan will not be extended for any time that a trainee is on lay-off.

F. REPORTS & INFORMATION:

That the Contractor agrees to provide the DCWDB with timely reports and information as requested which includes participant invoice payment. Additionally, Contractor agrees to provide the DCWDB with 180 days follow-up of the training project

G. RECORDKEEPING-ESTABLISHMENT & MAINTENANCE OF RECORDS:

That the Contractor shall establish and maintain records in accordance with the requirements prescribed by the applicable Local, State and Federal law and by the FA requirements, with respect to all matters covered by this Incumbent Worker Training Master Agreement. Except as otherwise required, the Contractor shall retain such records for a period of at least six (6) years from the end of the program year. In the event of any litigation or unresolved audit, Contractor shall retain all records until the litigation or audit is resolved.

H. MONITORING, EVALUATION & AUDIT:

That the FA and the DCWDB Quality Assurance (QA) Unit and/or the Pa. Department of Labor & Industry may conduct on-site monitoring at any time. Advance notice of 48 hours will be provided. Contractor understands that the DCWDB QA Unit shall conduct on-site visits, during normal business hours, at least two times during the contract period. Such visits shall be used to determine contract performance levels, compliance with the FA and the DCWDB QA Unit, and State and Federal regulations. Contractor agrees to permit monitoring without reservation or exception.

I. AMENDMENTS:

In order to provide the necessary flexibility for the most effective execution of the project, amendments hereto shall be in writing and signed by the parties involved. In addition, any pen and ink, typewritten, or inter-linear change to this Incumbent Worker Training Master Agreement shall be initialed

and dated by the authorized representative of the parties involved.

J. ASSIGNABILITY:

That the Contractor shall not assign any interest in this IWT Master Agreement without the prior written consent of the FA.

K. TERMINATION: (Applies to both the Incumbent Worker Training Master Agreement and the Individual Incumbent Worker Training Plan)

1. The FA retains the right to terminate this Incumbent Worker Training Master Agreement at will upon thirty (30) days written notice to the Contractor, with or without cause. All terms, conditions, liabilities and rights contained in this Incumbent Worker Training Master Agreement are subject to cancellation without prejudice or liability to the FA except that the FA agrees to pay the Contractor the reasonable costs of all work completed by the date of termination of this Incumbent Worker Training Master Agreement. This Incumbent Worker Training Master Agreement is contingent upon the execution of the supporting State grant and related authorizations.

2. If, through any cause, the Contractor shall fail to fulfill the obligations under this Incumbent Worker Training Master Agreement in a timely and proper manner, or if the Contractor shall violate any covenant or stipulation of this Incumbent Worker Training Master Agreement, the FA shall thereupon have the right to terminate this Incumbent Worker Training Master Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. In that event, all finished and unfinished material or work prepared by the Contractor under this Incumbent Worker Training Master Agreement, at the option of the U.S. Department of Labor, the Pennsylvania Department of Labor and Industry or the FA becomes the property of the FA. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Incumbent Worker Training Master Agreement.

3. The above paragraphs, 1 and 2, dealing with the termination of this Incumbent Worker Training Master Agreement, do not in any way limit the remedies which may be available to the FA or the Contractor in the event the other party fails to properly perform its duties under this Incumbent Worker Training Master Agreement.

4. The FA retains the right to terminate this Incumbent Worker Training Master Agreement because of the non-availability of funds.

L. GOVERNING RULES & REGULATIONS:

That the Contractor will be guided by and held accountable for all rules, regulations, procedure changes and corrective action recommendations promulgated by the FA and/or the DCWDB QA Unit, the Pennsylvania Department of Labor & Industry, and/or the U.S. Department of Labor concerning Incumbent Worker Training Funded programs.

M. ASSURANCES & CERTIFICATIONS:

1. That the Contractor assures that it will cover all liability, sanctions and debt repayments incurred as a result of Individual Training Plan issued after the execution of this Incumbent Worker Master Agreement.

2. That the Contractor certifies that it is current in the payment of state taxes, as well as the filing of all returns or reports for these taxes, including taxes for a period for which the contractor has filed a timely appeal.

3. That the Contractor assures that it will comply with all applicable business licensing, taxation and insurance coverage applicable under Federal, State and local laws.

4. The Contractor hereby certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act.

Drug-Free Workplace Requirement is attached as "Attachment 1".

5. PA Unemployment Compensation and Workman's Compensation Laws - The Contractor hereby assures that it is in compliance with the Pennsylvania Unemployment Compensation and Workman's Compensation Laws.

6. The Contractor hereby certifies that no Federal appropriated funds awarded under Individual Incumbent Worker Training Account Funding Agreements issued after the execution of this Incumbent Worker Training Master Agreement will be used for lobbying activities, and that any funds other than Federal appropriated funds that have been or will be used for lobbying activities will be properly disclosed.

Certification regarding Lobbying is attached as "Attachment 2".

7. Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.

Certification regarding Debarment, Suspension and Ineligibility "Attachment 3".

8. Commonwealth's Contractor Responsibility Provisions: The Contractor hereby certifies that it is not currently under suspension for debarment by the Commonwealth, any other state, or the Federal government.

If Contractor enters into any subcontracts under this contract with subcontractors who are currently suspended or debarred by the Commonwealth or Federal government during the term of this Incumbent Worker Training Master Agreement or any extensions or renewals thereof, the FA shall have the right to terminate such subcontracts.

During the term of this Incumbent Worker Training Master Agreement, the Contractor agrees to:

1. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 CFR s35.101 et seq., the Contractor 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 Contractor agrees to comply with the "General Prohibitions Against Discrimination, 28 CFR s35.130", 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 FA with outside contractors.

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the FA, from all losses, damages, expenses, claim demands, suits and actions brought by any party against the Commonwealth of Pennsylvania or the FA as a result of the Contractor's failure to comply with the provisions of paragraph "1" above. Provided, that (1) where the Contractor is the Commonwealth within the meaning of 1 Pa. C.S.A. Section 2310, this indemnification clause shall be operative only to the extent allowed by law, and (2) where the Contractor subcontracts with any entity that is the Commonwealth within the meaning of 1 Pa. C.S.A. Section 2310, this indemnification clause shall be operative only to the extent that the subcontractor may be, as a matter of law, liable to the Contractor.

N. DISPUTES:

1. All protests, disputes and claims arising from this Incumbent Worker Training Master Agreement shall be resolved according to applicable Federal, State and local laws. A protester shall exhaust all administrative remedies with the FA before pursuing a protest at a higher level.

2. Violations of law shall be referred to the Department of Labor and Industry, Bureau of Employment Service and Training; Department of Labor Office of the Inspector General and other appropriate local and State authorities having jurisdiction.

O. RELOCATION:

1. No funds provided under the WIOA Act shall be used, or proposed for use, to encourage or to induce the relocation of an establishment, or part thereof, that results in the loss of employment for any employee of such establishment at the original location.

2. For 120 days after the commencement or the expansion of commercial operations of a relocating establishment, no funds provided under the Act shall be used for customized or skill training, Incumbent Worker training, or company-specific assessments of job applicants or employees for any relocating establishment or part thereof at a new, or expanded location, if the relocation of such establishment or part thereof results in a loss of employment for any employee of such establishment at the original location.

By signing this Incumbent Worker Training Master Agreement, the Contractor hereby certifies that it is not in violation of Item O Paragraphs (1) or (2), Page 5

The aforementioned assurances and certifications are not intended to be all-inclusive. The Contractor agrees to comply with all applicable Acts, laws and other policy-regulating documents issued by the Federal and/or State officials.

This Incumbent Worker Training Master Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. If any provision of this Incumbent Worker Training Master Agreement is determined to be invalid or unenforceable all other provisions shall continue in full force and effect.

P. INSURANCE AND INDEMNITY

Provider/Contractor shall indemnify, defend and hold harmless the County of Delaware, its elected officials, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the intentional acts, recklessness, carelessness and/or negligence by Provider/Contractor, its agents, subcontractors, suppliers, employees or servants in connection with the contract, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, and breach of a contract, and any infringement or violation of any proprietary right (including, but not limited to patent, copyright, trademark, service mark and trade secret.).

If at any time, the county becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the services and/or materials provided under the contract, the resolution of which requires the services or cooperation of the Provider/Contractor and Provider/Contractor is not otherwise obligated to indemnify and defend the County of Delaware pursuant to the provisions hereof, Provider/Contractor agrees to provide such services and to cooperate with the county in resolving such claim and/or litigation.

If in connection with the contract, Provider/Contractor receives notice of a legal claim against it. Provider/Contractor shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the carrier and, within ten (10) business days of receipt of notice of the claim, to the County of Delaware.

The indemnification obligation owed to the County of Delaware by the Provider/Contractor under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Provider/Contractor or any subcontractor under Worker's or Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts and Provider/Contractor waives, with regard to such indemnification obligation, any and all Worker's Compensation Act exclusivity and/or immunity defenses.

The Provider/Contractor shall, throughout the performance of all work and services, maintain in effect and require all subcontractors and others performing any of such work or **services under this Agreement** or for the benefit of the County of Delaware, to maintain in effect, and shall furnish satisfactory evidence of, insurance of the types and with respective limits not less than the minimum amounts set forth below. Neither the procurement, maintenance, or limits of the coverage set forth below shall relieve the Provider/Contractor of liability for loss or damage in excess of the policy coverage or limits specified herein. The following policies shall be applicable to the services and/to work performed:

Type of Coverage/Minimum Limits of Liability	Minimum Limits of Liability
<u>REQUIRED</u>	Statutory Limits or \$1,000,000 BI for each person
Worker's Compensation	
Employer's Liability	Per occurrence (whichever is greater)
Motor Vehicle Liability (covering owned, leased And non-owned vehicle)	\$500,000 for each person or accident \$1,000,000 combined single limit per occurrence
Commercial General Liability (or an occurrence From including but not limited to Premises /Operations, Underground, Explosion & Collapse Hazard, Products/Completed Operations, Broad from Property Damage, and Blanket Contractual Liability Coverage, endorsed To cover Contractor's contractual Liability.)	for BI and PD, with no deductible \$1,000,000 combined single limit per occurrence for BI and PD, with a deductible of no more than \$1,000.00. Same limits as General Liability Policy Statutory Limits Same limits as General Liability Policy
<u>REQUIRED IF WORK INVOLVES SUCH EXPOSURES</u>	\$3,000,000 per act, error or omission
Environmental impairment (including asbestos)	Replacement Value
Longshoremen's and Harbor Workers' Coverage	
Explosion, Collapse and Undermining Coverage (if excavating, blasting, tunneling, etc.)	
Professional Liability	
Property (if Contractor has care custody and control)	

The County of Delaware shall be named as an additional insured on all policies insofar as the specific contract is concerned. In addition, the Provider/Contractor shall furnish the County of Delaware with a certificate of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration. All policies shall also contain a sixty (60) day notice of cancellation clause. If the Provider/Contractor maintains a self-insured program or a limited self-insurance program for any or all of the exposures listed above, a complete description of the program with information on excess carriers and funding arrangements must be provided to the County of Delaware for approval prior to commencement of any work or services. In the event the worker's compensation is self-insured, a copy of the current exemption certificate must be provided.

**CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS**

- A. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (2) Establishing an ongoing drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 - (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will--
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
 - (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted—
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or Local health, law enforcement, or other appropriate agency;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Kate McGeever, Workforce Development

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval for Workforce Development to enter a contract with KDI Office Technology Inc for On-the-Job Training with up to \$5,000 per worker. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 33xx-4450/4533-683103

ESTIMATED/ACTUAL COST OF REQUEST: \$5,000 per participant

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[KDI Master Agreement.docx](#)

**DELAWARE COUNTY WORKFORCE DEVELOPMENT BOARD
(DCWDB)
WORKFORCE INNOVATION AND OPPORTUNITY ACT
ON-THE-JOB TRAINING MASTER AGREEMENT**

Contract Number: _____

CFDA: 17.278 Dislocated Workers
17.258 Adult

CONTRACTOR: KDI Office Technology Inc.

ADDRESS: 200 Racoosin Drive Suite 101-103 Aston, Pa. 19014

PHONE: 610 604-0300

EMAIL: cbeinlich@kdi-inc.com

FEIN # 23-3035040

WORKMEN'S COMPENSATION CARRIER: Nationwide

POLICY NUMBER: ACP WCD 3038724180

THIS ON-THE-JOB TRAINING MASTER AGREEMENT is entered into by the **DCWDB** acting as the **Fiscal Agent (hereinafter "FA")** and KDI Office Technology Inc. (hereinafter "Contractor").

FISCAL AGENT:

**Delaware County Workforce Development Board (DCWDB)
1570 Garrett Road, Barclay Center, Suite A
Upper Darby, PA 19082**

Contractor agrees to consider WIOA eligible participants as trainees in entry level positions and shall provide all on-the-job training services in accordance with this On-The-Job Training Master Agreement and the "Individual On-the-Job Training Account Funding Agreement".

The period of performance of this On-The-Job Training Master Agreement is perpetual and will cease only when it requires a modification or is terminated by one of the parties involved.

OBLIGATIONS:

No funds are obligated under this On-The-Job Training Master Agreement. Funds will be obligated on an individual basis by the "**Individual On-the-Job Training Account Funding Agreement**".

NOW THEREFORE, in consideration of the mutual agreement contained herein and intending to be legally bound, it is agreed as follows:

A. TRAINEE WAGES, BENEFITS & WORKING CONDITIONS:

1. That the Contractor agrees to pay all trainees wages and benefits, which shall be equivalent to that afforded regular, entry level employees in comparable positions.
2. That the Contractor will be reimbursed for only actual hours worked and that the FA will not reimburse Contractor for vacation, sick or other leave. Payment for any leave shall be the responsibility of the Contractor.
3. That the FA agrees to reimburse the Contractor for the cost of training as provided in the "Individual On-the-Job Training Account Funding Agreement". Costs are to be submitted to Delaware County Workforce Development Board-FA on a monthly basis and should be received no later than thirty (30) business days after the last day of the month worked. Contractor understands that the actual hours worked are to be reported on the required "Monthly Progress and Invoice Payment Request" form. Complete and accurate monthly invoices shall be paid by the FA approximately thirty (30) days after receipt.
4. All sums invoiced to the FA and due Contractor under the "Individual On-the-Job Training Account Funding Agreement" shall be supported by properly executed payrolls, time records, invoices, contracts, and/or any other accounting documents pertaining in whole or in part to this On-The-Job Training Master Agreement and shall be clearly identified and readily accessible.
5. That the Contractor assures that health and safety standards established under Federal, State and local laws otherwise applicable to working conditions of employees will be equally applicable to working conditions of trainees.
6. That the Title I Contractor shall assist in support services, such as recruiting, screening, counseling, and similar services as are deemed necessary in establishing trainee and employer success

B. DISPLACEMENT/INFRINGEMENT:

That the Contractor assures that no currently employed worker will be displaced by any trainee, including partial displacement such as a reduction in hours of non-overtime worked wages, or employment benefits. In addition, the Contractor assures that no jobs will be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

C. CONCURRENCE OF COLLECTIVE BARGAINING UNIT:

To ensure the most effective development of employment and training opportunities, the Contractor must obtain acknowledgment from the appropriate bargaining agent, where a collective bargaining agreement exists with the participating employer covering occupations in which training or subsidized employment is proposed, that the bargaining unit has been notified of training. Such acknowledgment shall apply to the elements of the proposed activity which affect the bargaining agreement, such as occupation, wage and benefits.

D. UNION ORGANIZING

In concurrence with 20 CFR 663.730: Funds provided to employers for OJT or customized training must not be used to directly or indirectly assist, promote or deter union organizing

E. NONDISCRIMINATION:

1. By signing this On-The-Job Training Master Agreement the Contractor assures that it will not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

2. As a condition to the award of financial assistance from the FA, with respect to the operation of WIOA-funded programs or activities and all agreements to carry out the WIOA-funded programs or activities, the Contractor shall comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, as amended, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

F. LAYOFF & TERMINATION:

1. That, in the event of lay-off and trainee is not reinstated within thirty (30) days, that the appropriate Individual On-the-Job Training Account Funding Agreement will be terminated. Also, the Individual On-the-Job Training Account Funding Agreement will not be extended for any time that a trainee is on lay-off.

2. That the trainee termination during the Individual On-the-Job Training Account Funding Agreement period will be made only after review with the Title I Contractor's Business Representative.

G. REPORTS & INFORMATION:

That the Contractor agrees to provide the FA with timely reports and information as requested which includes participant monthly invoice payment requests. Additionally, Contractor agrees to provide the Title I Operator with monthly participant progress reports.

H. RECORDKEEPING-ESTABLISHMENT & MAINTENANCE OF RECORDS:

That the Contractor shall establish and maintain records in accordance with the requirements prescribed by the applicable Local, State and Federal law and by the FA requirements, with respect to all matters covered by this On-The-Job Training Master Agreement. Except as otherwise required, the Contractor shall retain such records for a period of at least six (6) years from the end of the program year. In the event of any litigation or unresolved audit, Contractor shall retain all records until the litigation or audit is resolved.

I. MONITORING, EVALUATION & AUDIT:

That the FA and the DCWDB Quality Assurance (QA) Unit and/or the Pa. Department of Labor & Industry may conduct on-site monitoring at any time. Advance notice of 48 hours will be provided. Contractor understands that the DCWDB QA Unit shall conduct on-site visits, during normal business hours, at least two times during the contract period. Such visits shall be used to determine contract performance levels, compliance with the FA and the DCWDB QA Unit, and State and Federal regulations. Contractor agrees to permit monitoring without reservation or exception.

J. ASSIGNABILITY:

That the Contractor shall not assign any interest in this OJT Master Agreement without the prior written consent of the FA.

K. AMENDMENTS:

In order to provide the necessary flexibility for the most effective execution of the project, amendments hereto shall be in writing and signed by the parties involved. In addition, any pen and ink, typewritten, or inter-linear change to this On-The-Job Training Master Agreement shall be initialed and dated by the authorized representative of the parties involved.

L. TERMINATION: (Applies to both the On-The-Job Training Master Agreement and the Individual On-the-Job Training Account Funding Agreement)

1. The FA retains the right to terminate this On-The-Job Training Master Agreement at will upon thirty (30) days written notice to the Contractor, with or without cause. All terms, conditions, liabilities and rights contained in this On-The-Job Training Master Agreement are subject to cancellation without prejudice or liability to the FA except that the FA agrees to pay the Contractor the reasonable costs of all work completed by the date of termination of this On-The-Job Training Master Agreement. This On-The-Job Training Master Agreement is contingent upon the execution of the supporting State grant and related authorizations.

2. If, through any cause, the Contractor shall fail to fulfill the obligations under this On-The-Job Training Master Agreement in a timely and proper manner, or if the Contractor shall violate any covenant or stipulation of this On-The-Job Training Master Agreement, the FA shall thereupon have the right to terminate this On-The-Job Training Master Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. In that event, all finished and unfinished material or work prepared by the Contractor under this On-The-Job Training Master Agreement, at the option of the U.S. Department of Labor, the Pennsylvania Department of Labor and Industry or the FA becomes the property of the FA. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this On-The-Job Training Master Agreement.

3. The above paragraphs, 1 and 2, dealing with the termination of this On-The-Job Training Master Agreement, do not in any way limit the remedies which may be available to the FA or the Contractor in the event the other party fails to properly perform its duties under this On-The-Job Training Master Agreement.

4. The FA retains the right to terminate this On-The-Job Training Master Agreement because of the non-availability of funds.

M. GOVERNING RULES & REGULATIONS:

That the Contractor will be guided by and held accountable for all rules, regulations, procedure changes and corrective action recommendations promulgated by the FA and/or the DCWDB QA Unit, the Pennsylvania Department of Labor & Industry, and/or the U.S. Department of Labor concerning On-the-Job Training Funded programs.

N. ASSURANCES & CERTIFICATIONS:

1. That the Contractor assures that it will cover all liability, sanctions and debt repayments incurred as a result of Individual On-The-Job Training Account Funding Agreements issued after the execution of this On-The-Job Training Master Agreement.
2. That the Contractor certifies that it is current in the payment of state taxes, as well as the filing of all returns or reports for these taxes, including taxes for a period for which the contractor has filed a timely appeal.
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Drug-Free Workplace Requirement is attached as "Attachment 1".

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1. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 CFR s35.101 et seq., the Contractor 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 Contractor agrees to comply with the "General Prohibitions Against Discrimination, 28 CFR s35.130", 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 FA with outside contractors.

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the FA, from all losses, damages, expenses, claim demands, suits and actions brought by any party against the Commonwealth of Pennsylvania or the FA as a result of the Contractor's failure to comply with the provisions of paragraph "1" above. Provided, that (1) where the Contractor is the Commonwealth within the meaning of 1 Pa. C.S.A. Section 2310, this indemnification clause shall be operative only to the extent allowed by law, and (2) where the Contractor subcontracts with any entity that is the Commonwealth within the meaning of 1 Pa. C.S.A. Section 2310, this indemnification clause shall be operative only to the extent that the subcontractor may be, as a matter of law, liable to the Contractor.

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2. Violations of law shall be referred to the Department of Labor and Industry, Bureau of Employment Service and Training; Department of Labor Office of the Inspector General and other appropriate local and State authorities having jurisdiction.

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By signing this On-The-Job Training Master Agreement, the Contractor hereby certifies that it is not in violation of Item O Paragraphs (1) or (2), Page 6.

The aforementioned assurances and certifications are not intended to be all-inclusive. The Contractor agrees to comply with all applicable Acts, laws and other policy-regulating documents issued by the Federal and/or State officials.

This On-The-Job Training Master Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. If any provision of this On-The-Job Training Master Agreement is determined to be invalid or unenforceable all other provisions shall continue in full force and effect.

Q. INSURANCE AND INDEMNITY

Provider/Contractor shall indemnify, defend and hold harmless the County of Delaware, its elected officials, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the intentional acts, recklessness, carelessness and/or negligence by Provider/Contractor, its agents, subcontractors,

suppliers, employees or servants in connection with the contract, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, and breach of a contract, and any infringement or violation of any proprietary right (including, but not limited to patent, copyright, trademark, service mark and trade secret.).

If at any time, the county becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the services and/or materials provided under the contract, the resolution of which requires the services or cooperation of the Provider/Contractor and Provider/Contractor is not otherwise obligated to indemnify and defend the County of Delaware pursuant to the provisions hereof, Provider/Contractor agrees to provide such services and to cooperate with the county in resolving such claim and/or litigation.

If in connection with the contract, Provider/Contractor receives notice of a legal claim against it. Provider/Contractor shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the carrier and, within ten (10) business days of receipt of notice of the claim, to the County of Delaware.

The indemnification obligation owed to the County of Delaware by he Provider/Contractor under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Provider/Contractor or any subcontractor under Worker's or Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts and Provider/Contractor waives, with regard to such indemnification obligation, any and all Worker's Compensation Act exclusivity and/or immunity defenses.

The Provider/Contractor shall, throughout the performance of all work and services, maintain in effect and require all subcontractors and others performing any of such work or **services under** this Agreement or for the benefit of the County of Delaware, to maintain in effect, and shall furnish satisfactory evidence of, insurance of the types and with respective limits not less than the minimum amounts set forth below. Neither the procurement, maintenance, or limits of the coverage set forth below shall relieve the Provider/Contractor of liability for loss or damage in excess of the policy coverage or limits specified herein. The following policies shall be applicable to the services and/to work performed:

Type of Coverage/Minimum Limits of Liability	Minimum Limits of Liability
<p><u>REQUIRED</u></p> <p>Worker's Compensation</p> <p>Employer's Liability</p> <p>Motor Vehicle Liability (covering owned, leased And non-owned vehicle)</p> <p>Commercial General Liability (or an occurrence From including but not limited to Premises /Operations, Underground, Explosion & Collapse Hazard, Products/Completed Operations, Broad from Property Damage, and Blanket Contractual Liability Coverage, endorsed To cover Contractor's contractual Liability.)</p>	<p>Statutory Limits or \$1,000,000 BI for each person</p> <p>Per occurrence (whichever is greater)</p> <p>\$500,000 for each person or accident</p> <p>\$1,000,000 combined single limit per occurrence</p> <p>for BI and PD, with no deductible</p> <p>\$1,000,000 combined single limit per occurrence</p> <p>for BI and PD, with a deductible of no more than</p> <p>\$1,000.00.</p> <p>Same limits as General Liability Policy</p> <p>Statutory Limits</p> <p>Same limits as General Liability Policy</p>
<p><u>REQUIRED IF WORK INVOLVES SUCH EXPOSURES</u></p> <p>Environmental impairment (including asbestos)</p> <p>Longshoremen's and Harbor Workers' Coverage</p> <p>Explosion, Collapse and Undermining Coverage (if excavating, blasting, tunneling, etc.)</p> <p>Professional Liability</p> <p>Property (if Contractor has care custody and control)</p>	<p>\$3,000,000 per act, error or omission</p> <p>Replacement Value</p>

The County of Delaware shall be named as an additional insured on all policies insofar as the specific contract is concerned. In addition, the Provider/Contractor shall furnish the County of Delaware with a certificate of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration. All policies shall also contain a sixty (60) day notice of cancellation clause. If the Provider/Contractor maintains a self-insured program or a limited self-insurance program for any or all of the exposures listed above, a complete description of the program with information on excess carriers and funding arrangements must be provided to the

County of Delaware for approval prior to commencement of any work or services. In the event the worker's compensation is self-insured, a copy of the current exemption certificate must be provided.

All insurance required here under shall be procured from insurers with a minimum Best's rating of A. Prior to the commencement of any work or services, Provider/Contractor shall provide to the County of Delaware Certificates of Insurance evidencing all the coverages required here under. All insurance policies required by this Agreement shall expressly provide that with respect to the County of Delaware, all policies are primary and that the insurers will not seek contribution from and insurance policy where in the County of Delaware is insured.

The County of Delaware shall indemnify and hold Provider/Contractor harmless, including its officers, agents, servants, employees, successors and assigns, and each or any of them, for the intentional acts, recklessness or negligence of the County of Delaware's officers, agents, servants, employees, successors or assigns in connection with the work and/or services provided by Provider/Contractor and/or in connection with the providing of any information furnished by the County of Delaware to Provider/Contractor and Provider/Contractor relying thereon and providing the work or services under this Agreement.

However, the obligation of indemnification by the County of Delaware to Provider/Contractor is hereby specifically limited to the extent that the County of Delaware itself or any of its officers, agents, servants, employees, successors and assigns would be liable under applicable law, including the Pennsylvania Political Subdivision Tort Claims Act, Pa. C.S.A S. et seq., for said intentional acts and/or recklessness. Said obligation for indemnification shall include the payment of reasonable attorney fees, expenses and costs incurred in defense of any such claims.

CONTRACTUAL APPROVAL:

I have reviewed this On-The-Job Training Master Agreement for form, content, funding and/or training restrictions and find that everything is in order and ready for final contract signatures:

FUNDING ASSISTANCE APPROVAL:

APPROVED FOR THE GRANT ADMINISTRATOR	APPROVED FOR THE CONTRACTOR:
BY: _____	BY <u>Christopher Beinlich</u>
TITLE: _____	TITLE: <u>Service Manager</u>
SIGNATURE: _____	SIGNATURE: <u>Christopher Beinlich</u>
DATE: _____	DATE: <u>02-14-2023</u>

ATTACHMENT “1

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (2) Establishing an ongoing drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee’s policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 - (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will--
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
 - (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted—
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or Local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. The contractor should insert in the space provided below the site(s) for the performance of work done in connection with the specific grant, if other than that address stipulated on the front of this agreement.

Place of Performance (Street Address, City, County, State, Zip Code)

200 Racoosin Drive Suite 101-103 Aston, Pa. 19014

60 Walnut Street Marcus Hook, Pa. 19061

Check () if there are workplaces that are not identified here.

KDI Office Technology Inc.

Name of Organization (Contractor)

Christopher Beinlich

Name and Title of Authorized Signatory

Signature: Christopher Beinlich Date: 02-14-2023

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) 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 which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making entering into this transaction imposed under 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 such failure.

Contractor: KDI Office Technology Inc.

 Christopher Beinlich Service Manager
Name and Title of Authorized Representative

Signature Christopher Beinlich Date 02-14-2023

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**Contractor: KDI Office Technology Inc.****Employer Identification Number or Social Security Number: 23-3035040**

For your contract to be finalized, this form must be completed in full.

- The contract you are entering into involves the payment of State funds. Complete and sign the State-funded Contract Certification
- The contract you are entering into involves the payment of Federal funds. Complete and sign the Federally-funded Contract Certification.
- The contract you are entering into involves both Federal and State funds. Please complete and sign both certifications.

STATE-FUNDED CONTRACT CERTIFICATION

This certification is required by Management Directive 215.9, which implements Executive Order 1990-3. The prospective recipient of State funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible from participation in this transaction by any State or Federal department or agency.

Christopher Beinlich Service Manager

Name and Title of Authorized Representative

Signature: Christopher Beinlich Date: 02-14-2023

FEDERALLY-FUNDED CONTRACT CERTIFICATION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this certification.

Christopher Beinlich Service Manager

Name and Title of Authorized Representative

Signature: Christopher Beinlich Date: 02-14-2023



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Philip Welsh, OHCD

ITEM TYPE: Announcement(s)

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Acceptance of public comment for the County's Proposed 2023 Annual Action Plan. The proposed list of awards was approved by County Council on March 15, 2023 and advertised in the March 23, 2023 Philadelphia Inquirer.

EXPENSE BUDGET LINE ITEM ACCOUNT: CDBG - 8023 7190 630026; HOME - 8323 7200 630000; ESG - 7923 7150 630388; AHF - 01 240720

ESTIMATED/ACTUAL COST OF REQUEST: 7,298,960

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[2023 Action Plan - Proposed List of Awards.pdf](#)
[Marcus Hook Request.pdf](#)

2023 PROPOSED HOUSING AND COMMUNITY DEVELOPMENT ANNUAL ACTION PLAN

PROPOSED LIST OF AWARDS

SUBRECIPIENT	ACTIVITY/DESCRIPTION	LOCATION	FUNDING
<u>CDBG Funds</u>			
Public Facilities and Improvements			
Chester Township	Park Improvements	Jack's Park, Elbright Avenue	\$125,000
Colwyn Borough	Sanitary Sewer Rehabilitation	Walnut Street, from 3 rd Street to Peach Street	\$75,000
Colwyn Borough	Park Improvements	Water Street Park, Water Street and Chestnut Street	\$120,000
Darby Brough	Sanitary Sewer Rehabilitation	12 th Street, Main Street to Darby Creek	\$128,355
Darby Borough	Storm Sewer Rehabilitation	Intersection of New Walnut Street and Mill Street	\$143,150
Darby Township	Park Improvements	Lincoln Park, Orange Avenue and Laurel Avenue	\$185,000
Eddystone Borough	Community Center Improvements	1401 E. 9 th Street	\$129,000
Lansdowne Borough	Sanitary Sewer Rehabilitation	East Essex Avenue, from Wabash Avenue to North Maple Avenue and North Maple Avenue from East Essex Avenue to Midway Avenue	\$200,000
Lower Chichester Township	Pump Station Upgrades	Yates Avenue and Fronfield Avenue	\$100,000
Marcus Hook Borough	Streetscape Improvements	Cedar Street, from Pine Street to Chestnut Street	\$100,000
Millbourne Borough	Park Improvements	Wister Drive	\$67,100

Nether Providence Township	Street Resurfacing	New Jersey and Pennsylvania Avenues; Trenton, Lansing, Hartford, Dover, Columbus and Concord Courts	\$100,000
Norwood Borough	Historic Preservation	Morton Morton House, East Winona Avenue	\$124,000
Prospect Park Borough	Historic Preservation	Morton Homestead, 100 Lincoln Avenue	\$108,000
Ridley Park Borough	Sanitary Sewer Rehabilitation	Rosemont Avenue, from Chester Pike to Hinkley Avenue	\$100,000
Ridley Township	Park Creation	1201 Haverford Road	\$81,000
Sharon Hill Borough	Sanitary Sewer Rehabilitation	Chester Pike, from Ridley Avenue to Barry Avenue	\$200,000
Trainer Borough	Streetscape Improvements	Anderson Street, from 10 th Street to 12 th Street	\$59,609
Trainer Borough	Sanitary Sewer Rehabilitation	Market Street, 2 nd Street, Wilcox Street, 13 th Street, Forrest Street and Ridge Road	\$58,599
Upland Borough	Pedestrian Improvements	Main Street, 4 th Street to 6 th Street	\$162,000
Upper Chichester Township	Street Improvements	McCay Avenue, from 5 th Avenue to Chichester Avenue	\$121,250

Homeless and Public Services

Cobbs Creek Housing Services, Inc.	Emergency shelter operations at the Life Center of Eastern Delaware County	6310 Market Street, Upper Darby	\$291,000
Domestic Abuse Project of Delaware County	Shelter operations for battered spouses and their children	Confidential	\$68,000
Making a Change Group	Connected Visions Program	Countywide	\$75,000

Student Run Emergency Housing Unit Program	Emergency shelter operations at Breaking Bread	107 Long Lane, Upper Darby	\$54,000
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Wesley House Community Corp.	Emergency shelter operations at the Wesley House Homeless Shelter	701 Madison Street, Chester	\$39,000
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Planning/Fair Housing/Program Administration

Delaware County Planning Department	Planning activities; including comprehensive, community development, functional and historic preservation planning	1055 E. Baltimore Pike, Media	\$173,000
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Housing Equality Center of Pennsylvania	Fair housing education services	455 Maryland Drive, Fort Washington	\$40,000
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Office of Housing and Community Development	Program administration	600 N. Jackson Street, Media	\$512,000
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Contingencies

To Be Determined	Contingency funding for project cost overruns	To Be Determined	\$374,720
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Total CDBG			\$4,113,783
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HOME Funds

Housing Development

To Be Determined	Development of affordable housing	To Be Determined	\$1,168,202
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To Be Determined	CHDO Reserve. Production of affordable rental and/or owner housing	To Be Determined	\$183,000
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Homeownership

Media Fellowship House, Chester Community Improvement Project, and Affordable Housing Centers of Pennsylvania	Down payment, closing cost and counseling assistance to qualifying first time homebuyers	Countywide	\$330,000
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Administration

Office of Housing and Community Development	Program administration	600 N. Jackson Street, Media	\$120,000
		Total HOME	\$1,801,202

ESG Funds

Cobbs Creek Housing Services, Inc.	Emergency Shelter Operations at the Life Center of Eastern Delaware County	6310 Market Street, Upper Darby	\$178,205
To be Determined	Homeless Prevention and Rapid Re-Housing	Countywide	\$115,413
Office of Housing and Community Development	Program administration	600 N. Jackson Street, Media	\$23,800
		Total ESG	\$317,418
		Total Federal Funds	\$6,232,403

AHF Funds

Public Services

Delaware County Human Services (FY 2021)	Homeless Continuum of Care Program match	Countywide	\$431,000
Legal Aid of Southeastern PA	Landlord tenant dispute operations	Countywide	\$100,000

Homeownership First Program

Affordable Housing Centers of Pennsylvania	Program Counseling	Countywide	\$40,000
Chester Community Improvement Project	Program counseling	Countywide	\$40,000
Media Fellowship House	Program counseling	Countywide	\$60,000
Upper Darby Township	Township Homeownership First Program	Upper Darby	\$41,037

Housing Development

Community Action Agency of Delaware County	Affordable housing administration	Countywide	\$180,000
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Housing Rehabilitation

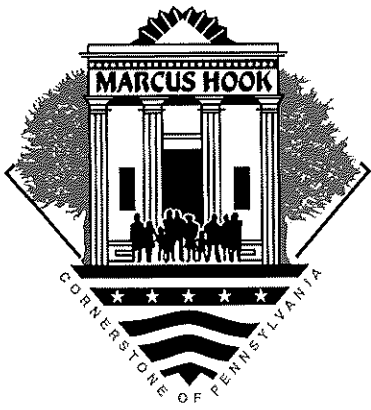
Haverford Township	Owner-occupied Housing Rehabilitation	Haverford Township	\$24,517
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Program Administration

Delaware County OHCD	Program Administration	600 N. Jackson Street, Media	\$100,000
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To Be Determined	Professional Legal Services for Housing Development Projects	To Be Determined	\$50,000
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Total AHF	\$1,066,554
Total 2023 Funds	\$7,298,960



Borough of Marcus Hook

April 3, 2023

Dr. Monica Taylor
Council Chair
Delaware County Council
201 W. Front Street
Media, PA 19063

RE: 2023 CDBG Proposed List of Awards

Dear Dr. Taylor:

We reviewed the recently advertised 2023 Proposed Housing and Community Development Annual Action Plan - Proposed List of Awards. We were both pleased and disappointed with the \$100,000 funding allocation for the Cedar Street Streetscape Improvement Project in Viscose Village. Although some funding may be made available, the proposed funding falls far short of the \$270,000 project estimated cost.

The Borough of Marcus Hook continues to advance this multi-phased project to improve the streetscape in the historic Viscose Village neighborhood. The project, referred to as Phase 4B, entails the construction of new sidewalks and curbs, street resurfacing, and the installation of historically accurate street lights in the block of Cedar Street from Pine Street to Chestnut Street. Currently construction is underway on Cedar Street, Phase 4A, between Plaza Street and Pine Street. The cost is \$367,093.29. Borough funds will cover \$107,843.29 of the project cost.

Plaza Street was completed in the spring of 2012 and was identified as Phase 1 of the project. Phase 2A and 2B saw the completion of work on Maple Street: Phase 2A - Maple Street from Plaza Street to Pine Street, completed in December 2012, and Phase 2B - Maple Street from Pine Street to Chestnut Street, completed in 2016.

Phase 3 of the project was the entire length of Spruce Street (Plaza Street to Chestnut Street). The project was completed in 2020 at a total cost of \$340,124. CDBG funds were approved for the Spruce Street project in the amount of \$196,195. The project was bid with an alternate that included the block of Spruce Street from Pine Street to Chestnut Street. Borough Council in awarding the bid for the entire length of Spruce Street contributed \$143,929 in order to complete the full length of the street. The Spruce Street Streetscape Project was completed in September 2020.

Dr. Monica Taylor
April 3, 2023
Page -2-

The Marcus Hook Borough Council believes the time is right to invest in Viscose Village. The recent investments in Viscose Village have helped to stabilize this residential neighborhood, increase property values and advance home ownership opportunities for first time home buyers. Borough Council's support for this work is evidenced by the amount of local dollars that have been utilized to advance various phases of the project.

It is our hope that County Council will see fit to increase the allocation for this project. The remaining block on Cedar Street is not work that can be sectionalized or phased but must be completed in its entirety.

We would welcome the opportunity to meet with County Council to elaborate on the merits of the Marcus Hook project and to further discuss options for implementation.

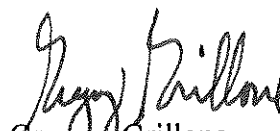
Very truly yours,



Gene Taylor
Mayor



Josephine Laird
Council President



Gregory Grillone
Borough Manager

cc. Philip Welsh
Director
Office of Housing and Community Development
2 W. Baltimore Pike
Suite 202
Media, PA 19063



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Philip Welsh, OHCD

ITEM TYPE: Amendment

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of amendment and grant of authority to advertise the following housing and community development 2022 Action Plan amendment as it relates to the HOME Investment Partnerships Program. Allocate an additional \$100,000 to the Chester Community Improvement Project to provide down payment and closing cost assistance to eligible households. Subject to a 30 day comment period and Solicitor approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 8323 7200 630000

ESTIMATED/ACTUAL COST OF REQUEST: 100,000

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[CCIP - Request for Additional Funds.pdf](#)



Chester Community Improvement Project • (610) 876-8663 • Fax (610) 876-3449

April 10, 2023

Phillip Welsh
 Director
 Delaware County OHCD
 2 W. Baltimore Avenue, Suite 202

Media, PA 19063

RE: HOME Program FY2022-2023 Homeownership First Grant

Dear Mr. Welsh,

On behalf of the Chester Community Improvement Project (CCIP), I am submitting this request for additional funding for the below listed Homeownership First Program Counseling Services.

- HOME Program (H2204) Downpayment & Closing Cost Assistance Funds in an amount not to exceed \$95,000.00.
- HOME Program (H2205) Project Delivery Costs (Settlements) in an amount not to exceed \$5,000.00.

CCIP has a balance of \$5,000 in downpayment and closing cost assistance Funds and we have (1) applicant pre-approved for mortgage financing and (5) applicants applying for pre-approved mortgage financing. These applicants will be eligible to start shopping for a home to purchase and we will need the additional funds to prevent a delay in their quest to become a homeowner.

We would appreciate your consideration for this request. Should you require additional information, please contact me (610) 876-8663 or adpyatt@comcast.net.

Sincerely,

Annette Pyatt
 Executive Director



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Mom's Acct,Sustainability

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of a license agreement with Capozzoli's Catering to operate a cafeteria for County employees and visitors in the County Courthouse and Government Center for a period starting on April 20, 2023, and ending on December 31, 2025, and with a license fee of \$12,000 per year. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A

ESTIMATED/ACTUAL COST OF REQUEST: N/A

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Capozzoli Agreement 2023.docx](#)

AGREEMENT FOR SERVICE

This Agreement for Services (this "Agreement") is made the XX day of April, 2023 between Capozzoli Catering ("Contractor"), 801 Morton Avenue, Folsom, PA 19033, and the COUNTY OF DELAWARE ("County"), 201 West Front Street, Media PA 19063.

I. Background

County wishes to obtain certain services as described in Attachment B to this Agreement (the "Services") and, in connection with obtaining the Services, will grant the license described in Section V. Contractor desires to provide to County, and County has agreed to retain Contractor to provide, the Services to County, as set forth in Attachment B. The execution of this Agreement was approved by County Council on April XX, 2023.

II. Duties

- A. The "Standard Terms of Contract" attached hereto as Attachment A and the provisions set forth in Attachment B are incorporated herein as if set forth in full.
- B. Contractor shall perform the Services in accordance with the terms and conditions set forth in this Agreement, and in Attachment A and Attachment B.
- C. It is expressly acknowledged by the parties that County and Contractor are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant or partnership or joint venture relationship. Contractor shall be responsible for paying any taxes applicable to payments made under this Agreement.
- D. Contractor shall stay fully informed of the applicable Federal, state and local laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such laws (as they may be amended from time to time).

III. Term and Termination

- A. The term (the "Term") of this Agreement will begin on April 20, 2023, and end on December 31, 2025.
- B. Unless otherwise set forth in Attachment B, this Agreement may be terminated before the end of the Term as follows:
 - (1) County may terminate this Agreement at any time without cause by giving thirty (30) days written notice to Contractor.
 - (2) County may terminate this Agreement immediately at any time by giving written notice of termination to Contractor and without prejudice to any other rights or remedies County may have, if Contractor breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) business days after Contractor's receipt of County's notice of the breach which notice shall specify in reasonable detail the nature of the breach. Contractor may terminate this Agreement immediately by giving written notice of termination to County and without prejudice to any other rights or remedies Contractor may have, if County breaches any of its

material obligations under this Agreement and does not cure the breach within thirty (30) business days after County's receipt of Contractor's notice of the breach which notice shall specify in reasonable detail the nature of the breach.

IV. Payment

- A. County shall receive the compensation set forth in Attachment B from Contractor as payment for the right to use the Cafeteria Facilities (defined below) to provide the Services pursuant to the license set forth in Section V.
- B. Contractor may retain all revenues it generates from the Cafeteria Facilities, subject to the restrictions on pricing set forth in Attachment B.

V. License

- A. In order to permit Contractor to provide the Services, the County hereby grants Contractor a license to use the cafeteria space in its Government Center, 201 West Front Street, Media PA 19063, including food preparation and storage areas (collectively, the Cafeteria Facilities"), and other parts of the facility required to provide the Services pursuant to the terms hereof.
- B. Access to the Cafeteria Facilities for Contractor and its employees shall be subject to the same rules for access to Government Center established by the County for other persons. Contractor shall comply with the requirements of the County for access to the Cafeteria Facilities.
- C. The Cafeteria Facilities may be used by Contractor to provide the Services and for no other purpose.
- D. The Contractor, upon performing the covenants, conditions and agreements herein contained, shall and may peaceably and quietly have, hold and enjoy the Cafeteria Space for the Term.

[Signature Page Follows.]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement by their properly authorized officers or officials to be effective at the beginning of the Term as provided herein.

CAPOZZOLI CATERING

COUNTY OF DELAWARE

By: _____

Title:

CHAIRMAN, COUNTY COUNCIL

Attested _____
County Clerk

Attachment A
Standard Terms of Contract

1. Contractor, in consideration for the acceptance of its proposal and/or bid and the award of the contract thereunder and the payment hereinafter to be made, covenants, proposes, and agrees with County to furnish and deliver the labor, supplies, materials and equipment and to do and perform services, labor, and work as more particularly set forth and specified in all items of the general specifications and/or instructions to bidders and bid of the contractor and all in strict accordance therewith.
2. Contractor covenants and agrees to assume, and does hereby assume, all liability for and shall and does agree to indemnify, save harmless and defend County and its officials, officers, agents and employees against any and all loss, costs, suits, claims, charges, or damages of any kind and nature by any party arising from (i) injuries sustained by mechanics, laborers, workmen or by any person or persons whatsoever, to their person or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages, or injuries, torts or trespasses happening in and about, or in any way incident to or by reason of the furnishing and delivery of the said materials, supplies, services and equipment or the performance of the said work and labor or (ii) negligent acts or omissions of Contractor or its employees, agents or subcontractors, including, in each case, costs, counsel fees and all expenses of a defense, and shall defend any and all actions brought against the County based upon any such claims or demands.
3. Contractor agrees that neither Contractor nor any permitted subcontractor nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under this Contract.
4. Contractor agrees to comply with the insurance provisions set forth in Appendix I.
5. The Agreement shall be binding upon the successors and permitted assigns of the parties hereto. Contractor covenants and agrees not to assign, transfer or subcontract this Contract without first obtaining the prior written consent of the County, and any attempted assignment, transfer or subcontract to which the County does not consent shall be null and void.
6. Contractor certifies, for itself and all its permitted subcontractors, that as of the date of its execution of this the Agreement, that neither Contractor, nor any subcontractor, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. Contractor also certifies, that as of the date of its execution of the Agreement, it has no tax liabilities or other Commonwealth obligations. A current list of suspended and debarred entities can be obtained by contacting: Department of General Services, Office of Chief Counsel, 603 North Office Building, Harrisburg, PA 17125, Telephone No. (717) 783-6472 / FAX No. (717) 787-9138.
7. Contractor covenants that only persons legally present and able to work in the United States shall be employed in any capacity in the performance of this contract.
8. At the County's request, Contractor hereby agrees to provide statements to the County reflecting the work performed and materials supplied to date and the cost thereof.
9. The Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. The exclusive venue for any action and/or proceeding concerning, arising from, and/or relating to the Agreement shall be the state and federal courts located, respectively, within the Commonwealth of Pennsylvania, Delaware County and/or the United States District Court for the Eastern District of Pennsylvania. Each party hereto waives any and all objections to the

foregoing designated jurisdiction(s), including without limitation those that may be based on the theory of an inconvenient forum.

10. The Contract for Service executed by the County and Contractor, and all attachments, forms the entire agreement between the parties and there are no other agreements, either written or oral, between them.
11. Any provision of the Agreement which is in violation of any State or Federal law or regulation shall be deemed amended to conform with such law or regulation, except that if such change would materially and substantially alter the obligations of the parties under the Agreement. Contractor acknowledges that the Agreement may be funded by grants from Federal or State sources, and Contractor agrees that it shall comply with all applicable requirements of any grant agreement.
12. Contractor shall maintain books, records, documents, correspondence, and other data pertaining to the costs and expenses of the Agreement (hereinafter referred to collectively as "the records"), to the extent and in such detail as will properly reflect all costs, direct and operating of materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Agreement. The books and records shall be maintained in accordance with generally accepted accounting principles. Contractor agrees to require any permitted subcontractors to comply with the record keeping and retention requirements of this paragraph.
13. The Agreement may be amended only by a written instrument signed by both County and the Contractor.
14. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either the County or the Contractor.
15. The Agreement shall be binding upon the successors, administrators and permitted assigns of Contractor.
16. All government and business information disclosed by County to Contractor in connection with the Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Contractor, or it was or later is rightfully developed or obtained by Contractor from independent sources free from any duty of confidentiality. County's confidential information shall be held in strict confidence by Contractor and shall not be used or disclosed by Contractor for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that County is given a reasonable opportunity to obtain a protective order at its cost and expense.
17. THE COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR INJURY OF ANY KIND IN CONNECTION WITH THE AGREEMENT.

Appendix I to Attachment A

Insurance Requirements

The Contractor shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the County. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire project or the completion of all post-acceptance warranty or related work by Contractor, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the County, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an “occurrence” basis, not “claims-made”, with the exception of Professional Liability insurance, unless specifically approved by the County in writing.

1. General Liability

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Damage to Rented Premises	\$ 250,000
Medical Payments	\$ 100,000
Abuse/Molestation	\$1,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor under the Indemnification and other provisions of the contract. Any deductible under this coverage is subject to the County’s approval and shall be the sole responsibility of the Contractor.

- 2. Workers’ Compensation and Employers Liability** Workers’ Compensation and Employers Liability as required by the state in which the work will be performed, including “other states” coverage (if applicable), and USL&H and Jones Act coverage (if applicable). If Contractor is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers’ Compensation coverage.

General Insurance Provisions

All policies required hereunder other than Workers Compensation shall name the County of Delaware and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the County of Delaware and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the County.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Contractor. Contractor shall immediately forward any such notice to County.

Contractor shall furnish to County Certificates of Insurance prior to the start of work, evidencing that all requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required herein, including Additional Insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the Certificate. A renewal Certificate must be provided to County prior to the expiration date thereof.

Subcontractor/Subconsultants

Contractor shall require each subcontractor or subconsultant to provide insurance as outlined above. Such policies shall name the County of Delaware and its departments, offices, and agencies; Contractor; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subcontractor/subconsultant. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Contractor shall be responsible for securing and maintaining certificates of insurance from all subcontractors/subconsultants evidencing the insurance coverages required herein.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for Contractor or its subcontractors/subconsultants.

Meeting these minimum requirements shall in no way limit or relieve the Contractor liability and obligations under any other provision of the Contract. The Contractor shall acquire, at its own expense, any other Additional Insurance coverage it deems necessary for the protection of its work under this contract.

Self-Insurance

If Contractor maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Contractor's most recent audited financial statement, must be provided to County for review and approval, such approval not to be unreasonably withheld. If County grants such approval, Contractor understands and agrees that the County of Delaware, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

Non-Waiver of Indemnification

The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications required of Contractor, nor to limit Contractor liability under this contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor hereunder.

Attachment B
Services Provided and Compensation

- I. Payments of License Fee. By the 10th of each month, commencing April XX, 2023, Contractor shall pay a license fee of \$1,000 for the use of the Cafeteria Space. Such payment shall be made by check payable to the "County of Delaware" and paid as directed by the County.
- II. County Employee Meals. Contractor shall provide two (2) employee meals per year, free of charge to employees or the County, with an approximate value of \$20,000 each. It is currently anticipated that one will be a holiday meal in December of each year, and the other a summer bar-be-que. The menus and dates of each such meal shall be as reasonably agreed upon between Contractor and the County's Executive Director (together with any designee, the "Executive Director").
- III. Cafeteria.
 - a. Contractor shall operate a cafeteria in the Cafeteria Space for County employees and visitors to the County Courthouse and Government Center providing a substantially similar menu and food choices as currently provided, subject to the changes described herein. Contractor shall provide services and shall open the cafeteria for business between the hours of 7 :00 AM and 3:00 PM daily except Saturdays, Sundays, holidays and days when the County and Court systems are closed due to inclement weather. Any material changes in menu or food choices or any changes in hours will require the written consent of the Executive Director.
 - b. Sustainability/Zero Waste. The County will deliver a written plan (the "Sustainability Plan") to Contractor recommending sustainability practices for the cafeteria and moving towards zero waste. Contractor agrees to comply with such plan. Initial recommendations are anticipated to include, but are not limited to, a composting program for kitchen waste and the use of compostable meal wear.
 - c. Use of Locally Sourced Produce. Contractor will make reasonable efforts to increase the use of locally sources fruits and vegetables at the cafeteria.
 - d. Semi-annual Report. By June 15 and December 15 of each year, Contractor agrees to deliver to the Executive Director a report setting forth an overview of cafeteria operations including steps taken to comply with the Sustainability Plan and increase the use of locally sourced produce.
 - e. Limitation on Price Increases. Contractor shall maintain the prices in the cafeteria at current levels through December 31, 2023. In each of years 2024 and 2025, Contractor may make an increase in prices of up to 3% each year (over those in effect in the prior year) to take effect following thirty (30) days written notice to the Executive Director. All other price increases require written consent of the Executive Director.
 - f. Mobile Service. The Contractor shall provide mobile service of food, hot and/or cold beverages at such reasonable time and locations as shall be specified and requested by the County at the direction of the Executive Director.
 - g. Housekeeping. Contractor shall be responsible for housekeeping of the Cafeteria Space and shall remove trash and refuse connected with its operation. Housekeeping includes cleaning all tables and chairs, before, during and after normal hours of operation, and cleaning walls, ceiling and lights as needed. Contractor will be responsible for the entire floor area to be cleaned daily with the appropriate chemical cleaners; floors are to be stripped and waxed twice a year or as needed. A

complete cleaning of all equipment & furniture will be done twice a year. The County in accordance with state regulations will maintain the exhaust fan and fire extinguisher.

- h. Supervision of Patrons. Contractor shall be responsible to work cooperatively with the County and Court House and Park Police to supervise patrons. The County shall not be liable, however, for any loss suffered by Contractor because of the negligence or wrongful act of any person.
- i. Physical Structure. The County will, at its own expense, maintain the physical structure of the Cafeteria Space in good repair including walls, floor, ceiling and lighting.
- j. Advertising. No advertising or signage will be placed in cafeteria or any location within the complex without approval of the Executive Director.
- k. Suitability of Merchandise. The character of any publications, pictures and other merchandise exhibited or sold by the Contractor is subject to all reasonable requirements of the County in relation thereto.

IV. Vending Machines. The Contractor shall provide vending machines at five (5) locations in the complex as agreed upon with the Executive Director.

V. Equipment.

- a. All County owned equipment may be inspected by the County on a quarterly basis. This inspection will cover maintenance of equipment and a safety check of the entire Cafeteria Space. The County reserves the right to perform additional inspections at any time deemed necessary by the County. No notice of pending inspection is required. Contractor will maintain all information and instruction booklets on equipment be cleaned and maintained in proper working order in accordance with manufacturer's recommendations.
- b. A list of current equipment in the Cafeteria Space is attached hereto as Appendix I.
- c. The County will perform preventive maintenance on equipment. Operator will reimburse any cost for maintenance or repairs in the amount of \$1,000.00 or less.
- d. All routine repairs are to be requested in writing using such forms and procedures as directed by the County.
- e. No telephone calls will be accepted for routine repairs. All emergency repairs will be telephoned to the Buildings and Maintenance department on extension 4061.
- f. All equipment, other than the County's, that Contractor feels necessary for the operation of the cafeteria must be approved in writing by the Executive Director. Cost of equipment, installation and additional utilities will be Contractor's responsibility.
- g. Contractor shall follow the manufacturer's approved procedures and instructions for equipment installed in the Cafeteria Space and shall be responsible for the equipment's daily maintenance.
- h. The County will provide pest control services for the Cafeteria Space. Contractor will provide recommendations to the County regarding the type and frequency of such services.
- i. The County will provide telephone service so Contractor can conduct its normal and routine business solely related to the Services. Contractor shall reimburse County for all long distance telephone calls.

- VI. Utilities. The County shall furnish all the hot and cold water, electric current for lighting, heating and refrigeration and ventilation required by the Contractor in the operation of the Cafeteria Space together with all the water, lighting, heating, refrigerating and ventilating connections and apparatus necessary therefore. Contractor is responsible to maintain a grease trap and wastewater cleaning system.
- VII. Table Ware and Kitchen Utensils. Contractor shall equip said Cafeteria at its own expense with the necessary serving and eating utensils and tools for food preparation used in the operation of the said Cafeteria, and the Contractor shall maintain such equipment in good order and repair at all times and shall renew the same when necessary.
- VIII. Good Order. Contractor shall operate the cafeteria in a first class manner, shall keep the premises in a neat, clean and orderly condition and shall surrender the Cafeteria Space at the termination of this agreement in as good a condition as at present, ordinary wear and tear excepted.
- IX. Damages to Cafeteria Space. If the Cafeteria Space should from any cause become untenable or unsafe, or be so declared by the proper authorities, the repairing or rebuilding shall be done by the County; provided that, if the County elects not to repair or rebuild said building, it need not do so and the obligation of the Contractor to pay rent or compensation hereunder shall cease and this agreement. If County shall elect to repair the Cafeteria Space then this agreement shall not be terminated; but the Contractor shall not pay reimbursement during such term as the Cafeteria Space is untenable, or if said building is rendered partially untenable and the Contractor elects to use any portion thereof, then there shall be a proportionate reduction of reimbursement.
- X. Substitution of Space. It is understood and agreed that the County shall be at liberty at any time during the period of the Agreement to designate to the Contractor, in lieu of the Cafeteria Space or any portion thereof, other space in Government Center or the County Courthouse for use as a cafeteria, which space shall be reasonably convenient and adapted to the same purpose. The expense of rearranging the furniture and fixtures and the removal and adjustment of appliances connected therewith shall be borne by the County. This right may be exercised by the County as often as its necessities require.
- XI. Vendor's Manager. The manager selected by Contractor to operate and maintain the cafeteria shall be an experienced and qualified food service manager and shall be knowledgeable regarding all federal, state and local health laws and regulations. Such manager shall also be thoroughly familiar with the terms of and provisions of the Agreement.
- XII. Sanitation Standards. Contractor will abide by all sanitation standards approved by the Delaware County Health Department and the Commonwealth of Pennsylvania in the operation of the cafeteria, including, but not limited to, the following:
 - a. Food handlers are to strictly adhere to all Pennsylvania and County health guidelines.
 - b. Food service employees must be certified in food handling and in sanitation from the Educational Foundation of the National Restaurant's Association or an equally qualified course.
 - c. Contractor shall provide its employees with instructions and supervision on the proper food handling, personal hygiene and safety procedures.
- XIII. Parking. Parking of employee & business vehicles is not permitted on county property (Loading Dock Area or Parking Garage).

Appendix I to Attachment B

Equipment List

<u>EQUIPMENT</u>	<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
CONVECTION OVEN	1	VULCAN	ET 4/with S.S. Leg Stand
GRILL	1	VULCAN	GEG36D
HOTPLATE	2	VULCAN	MEH-1
FRY'S BAGGING STATION	1	APW	BS-1
PIZZA OVEN	1	VULCAN	CO1717
TOASTER	1	HATCO	TRH-50
TABLE	1	EAGLE	T3096SGS
TABLE	1	EAGLE	T3072SGS
TABLE	2	EAGLE	T3048SEB
TABLE	1	EAGLE	T2472SEB
CHEF'S TABLE	1	EAGLE	T3696SEB
HAND SINK	1	EAGLE	HAS-10-FA
3 COMPARTMENT SINK W/ FAUCETS & LEVER WASTE	1	EAGLE	FN2054-3-18
ICE MAKER	1	SCOTTSMAN	CME-500 AE-1 W- HTB500
ICE MAKER	2	SCOTTSMAN	CME-656AS-32F
BIN	2		HJB 555
SINGLE DOOR REFRIDGERATOR	1	BEVERAGE AIR	RR27
DOUBLE DOOR FREEZER	2	VICTORY	FAA2DS7 SD
VEG. PREP TABLE W/ SINK &FAUCETS	1	EAGLE	PT3072
WORKTABLE	1	EAGLE	T3096SEB
SLICER	1	HOBART	1612E
DOUBLE DOOR REFRIDGERATOR	2	VICTORY	RAA2DS7
TABLE	1	SERVALIFT	T2448SEB
HOT FOOD SERVICE COUNTER W/ FOOD PROTECTOR W/ TRAY RAIL EQUIPPED W/PANS			501-4 SERVICE LINE
COLD FOOD SERVICE COUNTER W/ 1 FOOD PROTECTOR W/ TRAY RAIL		SERVALIFT	502-2 SALAD LINE
UTILITY W/ FOOD PROTECTOR	1	SERVALIFT	500-2 SERVICE LINE
UTILITY SERVICE COUNTER W/ TRAY RAIL	1	SERVALIFT	500-3 BEVERAGE LINE
SOFT DRINK DISPENSER		SUPPLIED BY OTHER	
SODA/JUICE DISPLAY		SUPPLIED BY OTHER	
MILK DISPLAY		SUPPLIED BY OTHER	
UTILITY SERVICE COUNTER W/ TRAY RAIL	1	SERVALIFT	500-2 SOUP LINE
SOUP WARMER	2APW		CWK-1
TRAY CABINET	1	PLYMOLD	CAB.D
2 SHELVES NO DOOR CONDIMENT CABINET W/ PARTITIONED CONDIMENT HOLDER	2	PLYMOLD	CAB.C

TRASH W/ TRAY RAIL	5	PLYMOLD	CAB.A
STORAGE 5 SHELVES PER UNIT	6	METRO	WIRE SHELF UNITS
STORAGE - 5 SHELVES	2	METRO	WIRE SHELF UNITS
STORAGE - 5 SHELVES	9	METRO	WIRE SHELF UNITS
LOCKERS	4		
SODA BOTTLE STORAGE TABLES*	26	SUPPLIED BY OTHER PLYMOLD	DURAEDGE F901 SERIES
TABLES*	10	PLYMOLD	DURAEDGE F901 SERIES
CHAIRS*	137	PLYMOLD	F8903 SERIES
TRAYS			
BASES (METAL)	37	PLYMOLD	F-30318
PANS	12	APW	1/9
PANS	11	APW	113
PANS	6	APW	1/6
PANS	12	APW	1/4
PANS	7	APW	1/2
PANS	1	APW	FULL 2" DEEP
PANS	5	APW	LARGE 6" (HOT SERVER)
DIVIDERS	13		
FRYER	1	VULCAN	MEF-24
SALAD BAR/REFRIGERATED- 92" WI REFRIGERATED COMPARTMENT AND NECESSARY PANS AND FOOD PROTECTOR	1	SERVALIFT	502-4RC SALAD LINE
COLD FOOD SERVICE COUNTER REFRIGERATED-62" MODIFIED WI REFRIGERATED COMPARTMENT	1	SERVALIFT	502-RC SERVICE LINE
UTILITY SERVICE COUNTER WI TRAY RAIL	2	SERVALIFT	500-3 SERVICE LINE
CASHIER STAND CUSTOM MADE WI DISPLAY SHELVES AND TRAY RAILS-VINYL COVERED	1	NIA	NIA
PLYMOLD CONDIMENT CABINET WI CANNISTER HOLDER AND THREE CONDIMENT PUMPS	1	PLYMOLD	CAB.C
SPECTRUM BARSTOOLS	2	PLYMOLD	F8903 SERIES
PANS FOR SALAD BAR	30	APW	NIA
DIVIDERS FOR SALAD BAR	24	APW	
DRIP PAN ANDDRAINW/CASTER	1		
METAL MASTERS FOR ONE FIVE SHELF UNIT			
LOCKERS FOR CLOTHES	12		
DISHWASHER			



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Tim Boyce, Emergency Services

ITEM TYPE: General

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of the Delaware County Hazardous Materials Emergency Response Preparedness Report (HMERP) as to be an accurate assessment of the threat posed by hazardous materials in the county and an acceptable plan to counter or mitigate the threat as described in PA Act 165 and PEMA Directive D2022-01.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A

ESTIMATED/ACTUAL COST OF REQUEST: 0

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Act 165-generated funds will be expended in accordance with prescribed standards as specified in Act 165 of 1990, as amended, and as further detailed in Pennsylvania Emergency Management Agency Directive D2022-01 of January 2022, or subsequent Directive.

County contributions and private donations credited to the Hazardous Material Emergency Response (HMER) Account must be expended exclusively for hazardous

material program-related items or activities.

Chemical planning fees collected by the county must be expended in compliance with the provisions of Act 165 of 1990, as amended, and the associated County fiscal policies.

Records of expenditures and equipment/capital acquisitions are being retained for a period of seven years

following the close of the calendar year to which they pertain.

ATTACHMENTS:

[Delaware County Annual HAZMAT Report - Data 2023.pdf](#)

[Delaware County CSP Annual Report 2023.pdf](#)

County Annual HAZMAT Report

Submitted by: bakl_pema_hub

Submitted time: Mar 15, 2023, 2:04:08 PM

County Name

Delaware

The county requests consideration of a grant allocation under the Hazardous Material Response Fund for the upcoming State Fiscal Year beginning July 1

Yes

Chemical Facility Details

Total Number of chemical facilities with EHS above TPQ

59

Number of chemicals at these Planning Facilities:

441

Number of these facilities EXEMPT from fees:

1

Number of chemicals at the EXEMPT facilities:

5

Total number of off-site response plans completed/reviewed in the most recent reporting year.

59

Total number of reporting facilities (not included in the Tier II section above)

86

Total number of chemicals at these reporting facilities:

241

Number of these Chemical Facilities EXEMPT from Fees:

10

Number of Chemicals at the EXEMPT facilities:

17

Analysis of Threat

Does this county have any CFATS/DHS facilities of interest?

Yes

Are any of the Tier II facilities within a FEMA flood zone?

Yes

Does this county contain part of an Interstate?

Yes

Does this county contain part of the Pennsylvania Turnpike?

No

Does this county contain a secondary transportation route due to HAZMAT load restrictions?

Yes

Has a commodity flow study been completed within the past 5 years?

Yes

Provide the date when the latest commodity flow study (CFS) was conducted

May 1, 2023

Does there exist unique or special circumstances that pose a threat to the health and safety of the general public or the environment?

Yes

Give specific details of the unique/special circumstances.

Highway, Railway, Maritime, Aviation, Pipeline in the second most densely populated county in the Commonwealth. Transloading of Crude oil, Propane, Butane and Ethane from pipeline to highway, rail and marine transportation occur every day.

Number of SARA Title III Chemical Facilities in adjacent counties, including other states, which represent a threat to this county:

15

Number of offsite response plans completed/reviewed for the border facilities by this county, and submitted to the appropriate PEMA office during this reporting year.

6

Unmet Needs

Is your county experiencing an Unmet Need in; Administration, Training or Response?

Yes

Administration

Program review and guidance on setting up facility and vehicle inspections as well as enforcement activities.

Training

Inspection, Enforcement Compliance

Response

Response resources, water based spill response training, rail training, pipeline training. aviation training

If the HMER Account, or Reserve Fund, shows a balance sufficient to procure items identified above, provide explanation why those funds cannot be expended for the items.

Funds need to be used for new response vehicles and the upcoming Type 1 Certification.

Response and Operations

Primary Team

Delaware County Hazardous Material Response Team

Level 1 Response (An incident involving hazardous materials that can be contained, extinguished, and/or abated using resources immediately available to the local fire department)

1,200

Level 2 Response (Incidents that require the services of a state or regional HMRT or other state or federal assistance.)

42

Level 3 Response (An incident involving hazardous materials that is beyond the capabilities of a single state or regional response team and requires additional assistance.)

0

Number of petroleum based spill responses during this reporting period.

534

Is your county HMRT contracted to provide services outside of the county?

No

Do you pay for an external county or contract HMRT?

No

Chemical Safety Program Budget and Revenues

County Hazardous Chemical Fee (per Chemical)

75

Total Chemical fees actually collected during reporting period

53,775

County Emergency Planning Fees (per Facility)

100

Planning fees actually collected by the county during the reporting period

5,900

Fees not listed above, deposited into the HMER account.

0

Other Fees (late payments) deposited in the above-referenced calendar year

0

Civil Penalties and Fines

0

Interest earned on all Act 165-generated revenues deposited into the county

528.08

County financial contributions credited to the HMER account

0

Private donations

4,000

Other Amount

0

Explanation

Reporting fees billed as of 3/15 = \$53,775; collected = \$18,375

Planning fess billed as of 3/15 = \$5,900; collected = \$3,000

\$4,000 donation to HMRT from Adelpia Gateway

\$25,333.75 in HMRT response billing

Total non-grant revenue deposited during this reporting year

25,333.75

Provide the total balance of the non-lapsing restricted Hazardous Material Emergency Response account (not including unexpended grant funds)

674,222.18

Provide the amount of the account balance maintained as a Reserve Fund

74,222.18

Reserve Projects

What is the reserved project description?

Capital purchases of responses vehicles and equipment storage.

What is the anticipated cost of the project?

600,000

What fiscal year do you anticipate completing the project?

2026

Were there non-reimbursed county General-fund expenditures for the chemical safety program in the report year?

Yes

Provide a detailed narrative of the expenditures and a statement as to why these expenditures could not be funded by the HMER account.

Clothing was purchased for the team that did not meet the parameters of the grant program and were purchased through General Fund revenues.

Enter the date of the most recent audit which included the HMER account.

Dec 31, 2022

Begin Date

Jan 1, 2022

End Date

Dec 31, 2022

Provide a statement of any significant findings, and corrective actions, identified in the most recent audit.

None reported, auditor's report not finalized.

Training

(HMA) Number of classes

5

(HMA) Total # of Students

46

(HMO) Number of classes

2

(HMO) Total # of Students

23

(HMT) Number of classes

0

(HMT) Total # of Students

0

(HMA-R) Number of classes

0

(HMA-R) Total # of Students

0

(HMO-R) Number of classes

16

(HMO-R) Total # of Students

281

(HMT-R) Number of classes

0

(HMT-R) Total # of Students

0

Number of hazardous materials related Full scale exercises(FSE) conducted during this reporting period

2

Description of exercises

Pipeline exercise

Number of hazardous materials related Functional exercises(FNC) conducted during this reporting period

2

Description of exercises

Facility exercises with riverfront entities.

Number of hazardous materials related Tabletop exercises (TTX) conducted during this reporting period

3

Description of exercises

facility and pipeline right of way tabletops

Local Emergency Planning Committee

Is the current membership roster of the LEPC is in compliance with Act 165(all required positions filled in all required groups)?

Yes

Explain the problem and actions being taken to bring the LEPC membership into compliance.

Print Media is always difficult as they are just not there. The definitions should be widened to include digital and broadcast media.

State the frequency of County LEPC meetings.

Quarterly

Does your LEPC have current by-laws?

Yes

Does your LEPC perform facility and vehicle inspections in accordance with Act 165 Section 211?

No

Describe county and LEPC Public Outreach activities conducted during the reporting period to inform and involve citizens regarding the county chemical safety program.

Pipeline safety, shelter in place, evacuation and general awareness

Administration And Organization

Prefix

Mr.

Name

J. Lawrence Bak

Title

Deputy Director

Phone

484-486-4767

Email

bakl@co.delaware.pa.us

Business mailing address

360 North Middletwon Road

City

Media

State

PA

Zip

19063

Prefix

Mr.

Name

J. Lawrence Bak

Title

Deputy Director

Phone

484-486-4767

Email

bakl@co.delaware.pa.us

Certification

Signature (sign in white block using mouse/touchscreen)



signature-20230315140406702.jpg

Typed Name:

J. Lawrence Bak

Position:

Deputy Director

Date:

Mar 8, 2023, 8:46:00 AM

submitter

bakl_pema_hub

Area office determination:

Accepted

Area office notes:

The status of the restricted account is listed as \$1. Spoke to Larry Bak, this is a placeholder until he can be provided a real number from the fiscal dept. at the courthouse. Corrected

Area office reviewer:

Caleb Dixon for Mike Stalnecker

Program determination:

Accepted

Program notes:

No obvious concerns

Program reviewer:

Caleb Dixon

lat

39.91917958

lon

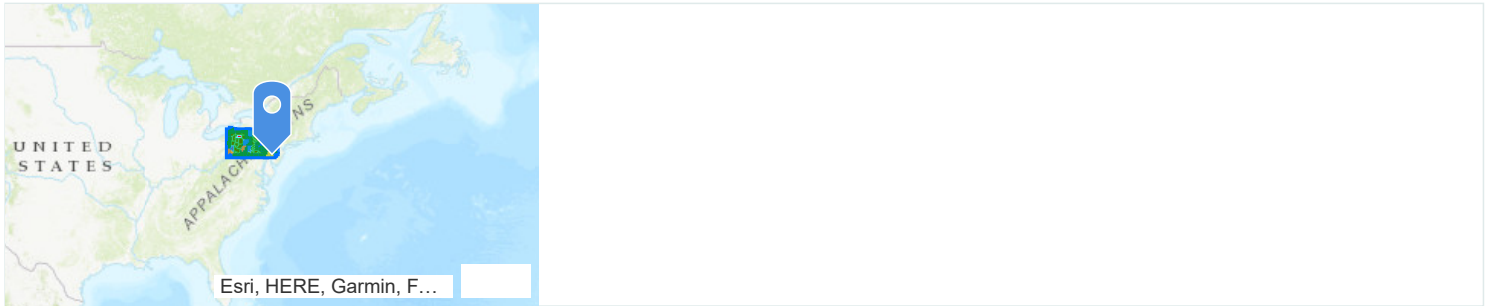
-75.39148258

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39.91917958 -75.39148258

map

Lat: 39.91918 Lon: -75.391483





pennsylvania
EMERGENCY MANAGEMENT AGENCY

County: _____

Reporting Year: 2022

Report ID: _____

- A. The below-named officials certify that they have reviewed and approved the Hazardous Materials Emergency Response Preparedness Report (HMERP) and consider it to be an accurate assessment of the threat posed by hazardous materials in the county and an acceptable plan to counter or mitigate the threat.
- B. The signatories hereon certify that all Act 165-generated funds will be expended in accordance with prescribed standards as specified in Act 165 of 1990, as amended, and as further detailed in Pennsylvania Emergency Management Agency Directive D2022-01 of January 2022, or subsequent Directive.
- C. County contributions and private donations credited to the Hazardous Material Emergency Response (HMER) Account were expended exclusively for hazardous material program-related items or activities.
- D. Chemical planning fees collected by the county will be expended in compliance with the provisions of Act 165 of 1990, as amended, and the associated County fiscal policies.
- E. Records of expenditures and equipment/capital acquisitions are being retained for a period of seven years following the close of the calendar year to which they pertain.
- F. By signatures hereon, it is understood that the data contained in this report can be used, whenever necessary, to determine a grant eligibility allocation under the Hazardous Material Response Fund (HMRF).

Commissioner/ Date
County Executive

County Date
EMA Coordinator

Commissioner Date

County Date
Treasurer/Financial Officer

Commissioner Date

LEPC Chairperson Date

Note 1: A simple majority of the County Commissioners constitutes the minimum number of signatures required, unless the county's home rule charter empowers other officials to sign this document in place of those commissioners.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: John Becht, Information Technology

ITEM TYPE: Miscellaneous

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to Reject all bids for the Digital Signage Project.

EXPENSE BUDGET LINE ITEM ACCOUNT: n/a

ESTIMATED/ACTUAL COST OF REQUEST: n/a

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Gina Burritt, Planning

ITEM TYPE: Miscellaneous

AGENDA SECTION: Miscellaneous

SUBJECT: Approval of Reallocation of \$231,000 in ARPA funding that was originally allocated to the county Wide Vision Zero Plan.

EXPENSE BUDGET LINE ITEM ACCOUNT: 49-5851-659137

ESTIMATED/ACTUAL COST OF REQUEST: \$231,000

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[ARPA reallocation of Vision Zero funds.docx](#)



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: James Hayes, Budget Management

ITEM TYPE: Miscellaneous

AGENDA SECTION: Miscellaneous

SUBJECT: Approval to authorize the Chief Administrative Officer to execute for and on behalf of the County all required applications, forms and documents to obtain financial assistance related to the COVID-19 Emergency through the Pennsylvania Emergency Mangement Agency (PEMA) and the Federal Emergency Management Agency (FEMA).

EXPENSE BUDGET LINE ITEM ACCOUNT: n/a

ESTIMATED/ACTUAL COST OF REQUEST: none

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: James Hayes, Budget Management

ITEM TYPE: Miscellaneous

AGENDA SECTION: Miscellaneous

SUBJECT: Approval to Request for an Inter-Fund Center Transfer of \$200K from the Contingency Line to fund the operating costs (non personnel) of the newly combined Civil Defense Budget.

EXPENSE BUDGET LINE ITEM ACCOUNT: 01-8990-669211

ESTIMATED/ACTUAL COST OF REQUEST: \$200K

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: The 2023 Budget Preparation saw the Consolidation of the Training Center and Community Corrections into the Civil Defense Budget; the Personnel costs were fully accounted for in the Consolidation but not the Operating or Non Personnel costs were not. This request would help fund the Non Personnel costs of the department. In the consolidation of the departments, the operating costs fell through the Cracks

ATTACHMENTS:
[2937 budget for 2023 adjustment to \\$200K.xls](#)

BUDGET ADJUSTMENT

FISCAL YEAR: 2 0 2 3

PRIOR YEAR:

DATE: 0 3 1 7 2 3

ACCOUNT NAME	FUND	FUND CENTER	COMMITMENT ITEM	AMOUNT OF INCREASE/SUPPLEMENT	AMOUNT OF DECREASE/RETURN
ASSOCIATION DUES	0 1	2 9 3 7	6 2 5 0 0 0		
PRINTING	0 1	2 9 3 7			
OFFICE SUPPLIES	0 1	2 9 3 7	6 1 1 0 0 0		
SAFETY SUPPLIERS (HAZMAT)	0 1	2 9 3 7	6 6 5 8 0 0		
TRASH REMOVAL	0 1	2 9 3 7	6 3 0 5 3 0	2 0 0 0 0 0	
MINOR EQUIPMENT	0 1	2 9 3 7	6 4 3 0 0 0	5 0 0 0 0 0	
AUTO EXPENSE	0 1	2 9 3 7	6 4 4 0 0 0	6 0 0 0 0 0	
UNIFORMS	0 1	2 9 3 7	6 4 6 0 0 0	5 0 0 0 0 0	
INSURANCE	0 1	2 9 3 7	6 5 0 0 0 0	5 0 0 0 0 0	
MISCELLANEOUS	0 1	2 9 3 7	6 6 9 0 0 0	3 0 0 0 0 0	
EQUIPMENT RENTAL	0 1	2 9 3 7	6 4 2 0 0 0	1 0 0 0 0 0	
SNOW REMOVAL	0 1	2 9 3 7	6 4 5 0 0 0		
ELECTRIC	0 1	2 9 3 7	6 7 2 0 0 0	2 0 0 0 0 0	

EXPLANATION: Fund Civil Defense for 2023 (Includes the former operating expenses of Community Services and the Training Center)

T Boyce	Director	DOCUMENT #
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Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: April 18, 2023

SUBMITTED BY: Sharon Scattolino, Treasurer

ITEM TYPE: Miscellaneous

AGENDA SECTION: Tax Collection Refund(s)

SUBJECT: Approval of Central Tax Collection Department's request for refunds for the years 2022 and 2023 County Real Estate Taxes for seventeen (17) property owners due to the overpayment of the amount of taxes due.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A

ESTIMATED/ACTUAL COST OF REQUEST: N/A

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:

May 5, 2022

Delaware County
201 West Front Street
Media, PA 19063

Attn: John Becht

Re: Sole Source for Hardware Support

Dear John,

Initium SoftWorks, LLC is the sole source provider for the scanning hardware running at Delaware County. The scanners are associated to the capture method relative the existing OnBase Application. The maintenance covers the hardware as well as the integration of the hardware to the software platform.

Should you have any questions, please do not hesitate to contact us at 856-642-1188.

Regards,

Ross A Smith

Ross Smith
Principal/CEO