
Terry W. Matulevich, Project Officer
Telephone: (717) 787-9564

Gene R. Boyle, Alternate
Telephone: (717) 783-8200

SAP #

GRANT AGREEMENT BETWEEN THE PENNSYLVANIA
DEPARTMENT OF HEALTH

AND

XX

THIS GRANT AGREEMENT is made by and between the Commonwealth of Pennsylvania, Department of Health, hereinafter referred to as “the Department”, and XXXXXXXXXXXXXXXXXXXX, the Single County Authority, hereinafter referred to as “Grantee.”

WHEREAS, the Department is charged with developing and implementing a State Plan for the control, prevention, treatment, rehabilitation, research, education and training aspects of drug and alcohol abuse and dependence problems pursuant to the provisions of the Pennsylvania Drug and Alcohol Abuse Act of April 14, 1972, P.L. 221, No. 63, 71 P.S. §1690.101 et seq.; and

WHEREAS, the Department is not a provider of services, but is mandated to arrange for those services by grant or contract; and

WHEREAS, Federal funds have been made available or the parties anticipate such Federal funds becoming available to the Department for such services pursuant to the provisions of the Substance Abuse Prevention and Treatment (SAPT) Block Grant, 42 U.S.C. §300x-21 et seq., and this Grant Agreement is contingent upon the receipt of such funds; and

WHEREAS, the parties anticipate that funds will be appropriated for the purpose of this Grant Agreement by the General Assembly, and this Grant Agreement is contingent upon receipt of such funding and legislative appropriation; and

WHEREAS, the Department has available Federal funding pursuant to the Drug Free Schools and Communities Act of 1986, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, 20 U.S.C. §3171 et seq., to address the drug crisis affecting school students and adolescents; and

WHEREAS, this agreement is a Grant Agreement and 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).

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

I. GRANT AGREEMENT TERM

This Grant Agreement shall be effective from July 1, 2005 through June 30, 2010, subject to its other provisions, and the availability of state and Federal funds, unless terminated earlier by either party according to the termination provisions of this Grant Agreement.

II. GRANT AGREEMENT AMOUNT

Subject to the availability of state and Federal funds, and the other terms and conditions of this Grant Agreement, the Department will make payments under this Grant Agreement in accordance with the Grant Agreement payment and operational provisions, Appendix B and the grant budget, Appendix C and its Attachment #1, up to the maximum Grant Agreement amount of \$XXX,XXX. The Department shall not pay for any services where there is a third party, including another Government or State agency, obligation to pay for services rendered. The Department is payer of last resort.

To perform the activities and functions required under this Grant Agreement, the Grantee will receive certain allocations described as base funding. Base funding is provided in addition to and separate from those funds identified for specific projects and initiatives in Appendix A. Base funding will be issued under State Appropriation 10-653 in the amount of \$XXX,XXX for each annual period of the Grant Agreement. In addition, base funding will be allocated from the SAPT Block Grant under Federal Appropriation 70-327. Federal base funding from the block grant will be allocated in specific amounts for alcohol prevention, drug prevention, alcohol treatment and drug treatment. For each annual period of the Grant Agreement, the Grantee will receive \$XXX,XXX in alcohol prevention base funds, \$XXX,XXX in drug prevention base funds, \$XXX,XXX in alcohol treatment base funds and \$XXX,XXX in drug treatment base funds.

To perform Student Assistance Program (SAP) activities and functions as required in Appendix I of this Grant Agreement, the Grantee will receive Governor's Discretionary Funds issued under Federal Appropriation 80-134 in the amount of \$XX,XXX for each annual period of the Grant Agreement. In addition, the Grantee will receive \$XX,XXX in state funding under Appropriation 10-653 and SAPT Block Grant funding under Federal Appropriation 70-327 for SAP alcohol and drug treatment activities in the amount of \$XX,XXX and \$XX,XXX, respectively, for each annual period of the Grant Agreement.

To perform Pregnant Women and Women With Children (PWWWC) activities and functions as required in the Bureau of Drug and Alcohol Program's (BDAP's)

Treatment Manual, the Grantee will receive SAPT Block Grant funds under Federal Appropriation 70-327 to be allocated in specific amounts for alcohol prevention, drug prevention, alcohol treatment and drug treatment. For each annual period of the Grant Agreement, the Grantee will receive \$XX,XXX in alcohol prevention funds, \$XX,XXX in drug prevention funds, \$XX,XXX in alcohol treatment funds and \$XX,XXX in drug treatment funds. The Grantee providing services to this population shall take into consideration the prevention needs of the children as part of the Performance Based Prevention community-wide needs/risk assessment process. If selected as a targeted population, prevention funds awarded under the PWWWC initiative may be used to fund the services. Further, any prevention funds not utilized for this specific population may be utilized for other prevention activities as long as the movement of dollars from this initiative is replaced with state or federal based dollars utilized in treatment. In those circumstances where the children are not a targeted or prioritized population for prevention services, and the children are residing in a residential program that provides prevention services, those services may be funded as part of the overall per diem cost, utilizing treatment dollars.

III. WORK STATEMENT

The Grantee shall provide program activities and related services as specified in Appendix A, Work Statement, and its Attachment #1.

IV. APPENDICES AND ATTACHMENTS

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

- (1) Appendix A – Work Statement, and its Attachment #1
- (2) Appendix B – Payment and Operational Provisions
- (3) Appendix C – Service Category Budget, and its Attachment #1
- (4) Appendix D – Standard General Terms and Conditions (Rev. 6/01)
- (5) Appendix E – Audit Requirements (Rev. 9/03)
- (6) Appendix F – Federal Lobbying Certification and Disclosure Forms
- (7) Appendix G – Substance Abuse Prevention and Treatment Block Grant Provisions
- (8) Appendix H – Pro-Children Act of 1994 Language
- (9) Appendix I - Student Assistance Programs

(10) Appendix J – Commonwealth Travel and Subsistence Rates

V. COMPLIANCE WITH OUTSIDE/INCORPORATED DOCUMENTS

The Grantee shall comply with the requirements, policies and procedures contained in the most current version, which version shall be updated from time to time during the course of this agreement, of the State Plan for the Control, Prevention, Intervention, Treatment, Rehabilitation, Research, Education, and Training, Aspects of Drug and Alcohol Abuse and Dependence Problems (hereinafter referred to as “State Plan”), BDAP’s Prevention Manual, BDAP’s Treatment Manual, BDAP’s Fiscal Manual, the Department’s Personnel Agreement, BDAP’s Report Schedule and any subsequent revisions to any of the aforementioned documents thereto. All documents noted in this paragraph are incorporated herein by reference. Each provision enumerated herein or incorporated by reference hereto shall be deemed to be material and any breach thereof may be considered a material breach of this Grant Agreement. The Grantee acknowledges receipt of the State Plan, BDAP’s Prevention Manual, Treatment Manual and Fiscal Manual, the Personnel Agreement and BDAP’s Report Schedule.

VI. FEDERAL LOBBYING CERTIFICATION AND DISCLOSURE

The Grantee certifies, to the best of Grantee’s knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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.

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 Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed 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.

Copies of the Certification and Lobbying Disclosure Forms are attached to this document as Appendix F. Persons or entities, at whatever tier, receiving more than \$100,000 in federal funds hereunder, shall promptly file the certification and any necessary lobbying disclosure forms with the tier providing the funding. That tier shall retain the certification but promptly file any lobbying disclosure forms with the next higher tier until such lobbying disclosure forms reach the federal funding source agency. There is an obligation to file an amended lobbying disclosure form and pass it from tier to tier whenever there is a material change to the original lobbying disclosure form information. See 55 Federal Register 6736-6756 (February 26, 1990). Further general information may be obtained by telephoning the federal Office of Management and Budget at (202) 395-3254.

VII. CONFIDENTIALITY PROVISIONS

The Grantee agrees that persons diagnosed, counseled, treated and rehabilitated, including all persons formerly diagnosed, counseled, treated and rehabilitated for drug and alcohol abuse and dependence, shall be protected from disclosure of their names, identities, patient records and the information contained therein except as disclosure is permitted by state and federal statute and regulation. To assure confidentiality of client information, the Grantee shall make adequate provision for system security and protection of individual privacy. The Grantee, treatment providers, and others subject to the confidentiality requirements of the Pennsylvania Drug and Alcohol Abuse Control Act (71 P.S. Section 1690.108), the Public Health Service Act (42 U.S.C. §290dd-2), Federal Confidentiality Regulations (42 CFR Part 2), State Confidentiality Regulations (4 Pa. Code §§255.5(b) and 257.4, the Confidentiality of HIV-Related Information Act 1990-148, the Healthcare Facility Act (35 P.S. Section 7601 et seq.), and the Health Insurance Portability and Accountability Act, shall comply with such requirements, as applicable.

VIII. REPORTING REQUIREMENTS

- A. The Grantee shall submit all required reports in accordance with the Department of Health, BDAP's Report Schedule issued to the Grantee annually, or more frequently as changes occur.
- B. The Grantee shall also submit any additional financial reports that are deemed necessary by the Department or required for federal reporting requirements, and any other such reports as the Department may reasonably require.

- C. The Grantee shall notify BDAP in writing, in accordance with the Report Schedule, of circumstances which prevent compliance with the stipulated due dates prior to the due date of the report.
- D. The Grantee shall participate in the collection of data as required by the Department, based on federal requirements and as determined by the Department to track clients and performance outcome measures. The Grantee shall ensure complete, timely and accurate reporting of data from contracted providers to include transferring that data to the Department. The Grantee shall also assist in the collection of data from substance abuse treatment and prevention service providers who do not have subcontracts with the Grantee.
- E. The Grantee acknowledges that failure to submit any of the reports as referenced in Subparagraphs A and B above by the due date(s), shall constitute a material breach of contract. Such material breach of contract may subject the Grantee to the immediate withholding of payment of cash advance invoices by the Department until the outstanding report is submitted to the Department. Failure of the Grantee to submit any outstanding reports for a previous SFY by October 15th of a current SFY may result in the Department liquidating all remaining funds for the previous SFY for which payments were withheld.

IX. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS

If, during the term of this Grant Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Grant Agreement, the Department may advise Grantee, in writing, of the availability and purpose of such funds. The Department also will inform Grantee of any additional conditions or requirements of the additional funds. Grantee hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Department. Grantee shall provide the Department with a written work statement detailing the manner in which Grantee will use the additional funds in accordance with the stated requirements. Grantee shall provide the Department with a detailed revised overall Grant Agreement budget showing the current budget, the budget for the additional funds and a revised total budget. The Department may choose to provide Grantee 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 Grant Agreement, as well as to any additional conditions and requirements of the additional funds. Grantee'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.

X. ALLOCATION BETWEEN STATE FISCAL YEARS

This Grant Agreement is funded by state and federal monies and spans five state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts stated below for the period of time indicated:

\$ _____ for services rendered during the period 7/01/05 through 6/30/06.

\$ _____ for services rendered during the period 7/01/06 through 6/30/07.

\$ _____ for services rendered during the period 7/01/07 through 6/30/08.

\$ _____ for services rendered during the period 7/01/08 through 6/30/09.

\$ _____ for services rendered during the period 7/01/09 through 6/30/10.

This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the state fiscal year (SFY) from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Grant Agreement.

XI. AUDIT AND INSPECTION

A. The Grantee shall comply with the audit requirements of Appendix E in regard to federal and state funding. In addition, the Grantee shall comply with the audit requirements of any additional audit supplement the Department provides to the Grantee as well as any additional audit supplements as issued by the U.S. Office of Management and Budget (OMB). In regard to such federal and state funding, all applicable OMB Circulars and their corresponding attachments and compliance supplements affecting funds awarded through this Grant Agreement and issued or revised after the start of this Grant Agreement shall apply.

B. The use of a local governmental auditor for audits of the Grantee's operations must have prior written approval of the Comptroller for Public Health and Human Services.

XII. SUBCONTRACTS

The Grantee shall adhere to the requirements for Subcontracts as described in the "Provider Funding and Contracting Guidelines" section of BDAP's Fiscal Manual.

XIII. FIXED ASSETS

The Grantee shall adhere to the requirements for fixed assets as described in BDAP's Fiscal Manual. None of the language in BDAP's Fiscal Manual with regard to fixed

assets shall apply to subcontractors that provide their service to the Grantee on a fee-for-service (unit cost) basis.

XIV. EMPLOYER PAYROLL WITHHOLDING

The Grantee and its subcontractors must ensure that they meet their obligations to pay the employer's share of, and to withhold and remit from employees' salaries, the correct amount of income taxes, F.I.C.A. taxes, unemployment and worker's compensation taxes or premiums, and any other obligations to the appropriate federal, state and local governmental agencies.

XV. COPYRIGHT

Data, as defined in Paragraph 20A of Appendix D, may be copyrighted by the Grantee only upon prior written approval of the Department. Where the Grantee receives such approval, the Department retains a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all materials originating in the performance of this Grant Agreement, whether funded in whole or in part by the Department.

XVI. COMPLIANCE/TERMINATION/REDUCTION

During the performance of this Grant Agreement, the following conditions shall apply:

- A. If the Grantee fails to fulfill, in a timely and proper manner, its obligations under this Grant Agreement, or if the Grantee violates any of the covenants or stipulations of this Grant Agreement, the Department may issue a written Notice of Non-Compliance to the Grantee requiring compliance within a specific period of time, but in no event less than fifteen (15) days following receipt of said notice. If the Grantee shall fail to comply within the specified period of time, the Department may, at least fifteen (15) days before the effective date thereof, issue a written Notice of Termination of this Grant Agreement, specifying the effective date. In such event, all finished or unfinished documents, data, photographs, and reports or other material prepared by the Grantee under this Grant Agreement shall, at the option of the Department, become the Department's property, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- B. If the Department determines that the Grantee (or subcontractor) has spent funds in contradiction with this Grant Agreement, or any state or federal law or regulation, the Department shall notify the Grantee of the disallowed expenditure and offset it against any monies payable to the Grantee.
- C. It is further agreed that in the event funding to the Department from state or federal funding sources is not obtained and continued at an aggregate level as anticipated by the parties, the Department may exercise one of the following options:

- (1) Issue a written Notice of Termination of this Grant Agreement to the Grantee effective upon a specified date, which will be within a reasonable period of time under the circumstances; or
- (2) Continue the Grant Agreement by reducing the amount of the Grant Agreement in accordance with the manner set forth in BDAP's Fiscal Manual.

In the event of any termination or reduction of this Grant Agreement, the Department will be liable for payment of the work performed in accordance with the Grant Agreement up to the time the termination or reduction begins.

- D. After receipt of a Notice of Termination, unless otherwise directed in writing by the Department, the Grantee shall:
- (1) Stop work under this Grant Agreement on the date and to the extent specified in the Notice of Termination.
 - (2) Place no further orders, contracts or subcontracts for materials or services except as may be necessary for completion of such portion of work under this Grant Agreement as is not terminated.
 - (3) Terminate all orders, contracts and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (4) Assign to the Department, in the manner at the time and to the extent directed by the Department, all of the rights and interest of the Grantee under the orders, contracts or subcontracts so terminated and, at the discretion of the Department, settle or pay any or all claims arising out of the termination of such orders, contracts and subcontracts.
 - (5) Settle all outstanding liabilities and all claims arising out of such termination of orders, contracts and subcontracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department, in any manner or degree, by virtue of the performance of Grantee services hereunder.
- E. This Paragraph XVI shall take precedence over any language in Paragraph 25 of Appendix D that is in conflict with language within this Paragraph.

XVII. HUMAN EXPERIMENTATION

The Grantee agrees that all experimentation with human subjects shall be prohibited unless the Grantee certifies that the prior written approval of its Institutional Review Board (IRB) is obtained or is not required, subject to all applicable laws, including but

not limited to 42 U.S.C. Section 3515 (b) (relating to prohibitions on funding certain experiments involving human participants) and the regulations thereunder. In addition, such experimentation or research projects involving human subjects must be submitted to the Department of Health's IRB on form number HD1103F. Further, the written, voluntary, informed consent of each subject must be obtained. If the subject is a minor, or incompetent, the written, voluntary, informed consent of his or her legal guardian shall be required. The Grantee shall inform each potential subject prior to his or her consent that refusal shall not result in the loss of any benefits to which the subject is otherwise entitled from the federal government, the Commonwealth, the Grantee, any subgrantee, or any third party insurer.

XVIII. INTEREST OF THE GRANTEE

- A. The Grantee shall comply with the requirements of Paragraphs 24, 37A(4)(a), 37A(4)(b) and 37G of Appendix D, and Chapter 2.7 of the State Plan, with regard to adverse interests. For purposes of this Grant Agreement, having an adverse interest means being employed by or sitting in an advisory position to; having a contract or agreement to provide services or materials, supplies, equipment, land or other personal or real property to; or having more than five percent ownership interest including ownership in the aggregate by such person and any immediate family member in a company, corporation or organization with whom the Grantee contracts. For purposes of this Paragraph, a member of the immediate family means a parent, sibling, spouse, child, grandparent, grandchild or in-laws.
- B. The Grantee shall not make any contract for reimbursable services (other than an employment contract addressing duties to be performed as a member of the governing body or Board, or Advisory Board, or an employee of a Grantee) with:
- (1) Elected or appointed county officials or any member of their immediate families.
 - (2) Members of the governing body or Board of Directors, or a member of the Advisory Board of a Grantee, or a member of their immediate families.
 - (3) Employees of the Grantee or any member of their immediate families.
 - (4) A company, corporation, or any organization that operates either for-profit or not-for-profit, in which any person listed in subparagraphs B (1) through B (3) has an adverse interest, as defined in subparagraph A above.

XIX. COVENANT AGAINST REFERRAL FEES OR FEE-SPLITTING

The Grantee and subcontractors agree that no employee, board member, or representative of the Grantee or subcontractor, either personally or through an agent, shall solicit the referral of clients to any facility in a manner that offers or implies an offer of rebate to persons referring clients or other fee-splitting inducements. No person

or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives.

XX. INDEPENDENT CAPACITY OF THE GRANTEE

The parties hereto agree that the Grantee, and any agents and employees of the Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the Commonwealth.

XXI. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

By signing this Agreement, the Grantee, in accordance with 45 CFR Part 76, certifies that it shall provide a drug-free workplace by:

- A. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace; and
 - (2) The Grantee's policy of maintaining a drug-free workplace; and
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- B. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
- C. Including the statement published pursuant to (B) above, a requirement that each employee, as a condition of employment, shall:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Notifying the Department within ten (10) days after receiving notice under subparagraph C(2), above, from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph C(2), above, with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination;
- or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

XXII. CORPORATE PRACTICE OF MEDICINE DOCTRINE

The Grantee shall comply with and not violate the corporate practice of medicine doctrine.

XXIII. WAIVER CLAUSE

All requests for waivers to this Grant Agreement must be submitted in writing to the Bureau of Drug and Alcohol Programs as per the Report Schedule. All requests must be submitted by the Single County Authority Planning Council or the Executive Commission Board through the SCA Administrator. Requests must be submitted forty-five (45) days before the anticipated need for the requested waiver using the procedures as prescribed by the Department through the issuance of a policy bulletin. The approval or denial of all waivers will be in writing, signed by the Director of the Bureau of Drug and Alcohol Programs.

XXIV. PRECEDENCE CLAUSE

The provisions of this Grant Agreement shall take precedence over all documents incorporated by reference into this Grant Agreement, to the extent permitted by law.

XXV. WHOLE GRANT AGREEMENT

This Grant Agreement with attached Appendices and items incorporated by reference contains all the terms, provisions, and conditions of this Grant Agreement. All the provisions thereof are intended by the parties to be whole and entire, and if any provision or any part hereof is determined to be void, only that part shall be nullified and such, shall not affect the remainder of the Grant Agreement.

XXVI. STATE HEALTH IMPROVEMENT PLAN INITIATIVE

The Grantee shall collaborate with the Department to provide drug and alcohol prevention and treatment related service(s) to communities in the Grantee's region consistent with the State Health Improvement Plan. These services shall be provided in coordination and cooperation with the local Community Health Improvement Partnership(s) in the Grantee's service area. A complete listing of Community Health Improvement Partnerships may be found on the internet at <http://www.haponline.org/ihc/resources/directory/index.asp> or Grantee may contact the Department of Health, Bureau of Health Planning at (717) 772-5298.

XXVII. PERSONAL COMPUTER HARDWARE, SOFTWARE, AND PERIPHERALS REQUIREMENTS

In accordance with the Department's Bureau of Information Technology standards:

- A. The Grantee shall adhere to the minimum specifications for all personal Computer purchases or leases made with funds involved with this Grant Agreement. The Department's standards are specifically addressed in Paragraph XXXII of this Grant Agreement.
- B. If the Grantee has an exclusive vendor, obtained through a competitive bidding process, from whom all office equipment and related items are purchased, the Grantee shall utilize said vendor. If such exclusive vendor is not used by the Grantee, then three competitive price estimates shall be procured and documented by the Grantee before the personal computer hardware and software shall be purchased. A letter stating which of the above methods is used to satisfy this requirement shall be forwarded to the program staff at the Department within 30 days of the aforementioned purchase. This section supersedes Paragraph 33A of Appendix D, Standard General Terms and Conditions.
- C. The Grantee shall be responsible for returning any personal computer hardware, software, and peripherals to the Department within 120 days of the Grant Agreement's termination. Should the parties agree to extend the Grant Agreement term, or enter into a new Grant Agreement, either of which shall only be evidenced by further written agreement, the Grantee may be allowed to continue to maintain possession of said equipment at the Department's discretion.

XXVIII. MEANING OF TERMS "CONTRACT" AND "CONTRACTOR"

The parties understand the terms "Contract" and "Contractor" within this Agreement shall mean "Grant Agreement" and "Grantee" respectively.

XXIX. FINAL GRANT AGREEMENT APPROVAL

This Grant 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 Grantee.

XXX. COMMONWEALTH TRAVEL AND SUBSISTENCE RATES

The Grantee shall adhere to the requirements for travel and subsistence rates as described in BDAP's Fiscal Manual.

XXXI. MINIMUM PERSONAL COMPUTER CONFIGURATIONS

The parties agree that during the Grant Agreement term, the minimum computer configurations shall be in accordance with the current Commonwealth minimum

personal computer configurations in effect at the time of the computer purchase to ensure compatibility with the Commonwealth CONNECT network. The personal computer configurations are as follows:

Pentium IV processor, 1.5 GHz or faster
256 megabyte RAM
40 Gigabyte hard drive
16 megabyte AGP graphic card
17" SVGA monitor
48x internal ATAPI EIDE CD-ROM
Intel 100 Mbps Network Interface Card
Windows keyboard
Wheel/Scroll mouse
Windows 2000 Professional

If such configurations change during the term of this Grant Agreement, such changes shall become a part of this Grant Agreement and shall supercede any prior configurations. The Department shall notify the Grantee by letter of the subsequent configurations and the effective date of any such change.

XXXII. CHARITABLE CHOICE

SCAs are required to adhere to Federal Statutory language (42 CFR Part 54), on Charitable Choice provisions. Charitable Choice applies to both prevention and treatment services; however, funding cannot be expended for inherently religious activities such as worship, religious instruction, or proselytization. More specifically, SCAs shall:

- A. Assure that religious organizations under contract and providing drug and alcohol treatment provide notice to their clientele regarding their right to be referred to alternative treatment services;
- B. Ensure that religious organizations under contract and providing drug and alcohol treatment make referrals to alternative treatment services when requested by their clientele;
- C. Fund or provide, or both, alternate and comparable services within a reasonable period of time to which the client has no religious objection (it need not be a secular organization, but merely one to which the client has no religious objections);
- D. Effectively monitor adherence to the above requirements, to include identifying those contracted prevention and treatment providers who identify themselves as a religious organization or profess religious beliefs as part of the services they provide on behalf of the SCA;

- E. Assure notification from a contracted religious organization when a referral is made to an alternate and comparable service within a reasonable period of time to which the client has no religious objection. Notification is necessary in order to track and report the number of referrals made by contracted religious organizations.