

SAP#

AGREEMENT BETWEEN THE PENNSYLVANIA DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS AND

(Name)

(Address)

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: _____
Pennsylvania Department of Drug and Alcohol Programs

Approved as to form and legality:

BY: _____ DATE: _____
Chief Counsel
Pennsylvania Department of Drug and Alcohol Programs

AND
BY: _____ DATE: _____
Office of General Counsel
Commonwealth of Pennsylvania

AND
BY: _____ 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
Public Health and Human Services

Haley Peck

Haley Peck, Project Officer
717-783-8200

Bevan M. Allen

Bevan Allen, Alternate Project Officer
717-783-8200

SAP#:

**GRANT AGREEMENT BETWEEN THE PENNSYLVANIA
DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS**

AND

THIS GRANT AGREEMENT, hereinafter referred to as “Grant Agreement” or “Agreement”, is made by and between the Commonwealth of Pennsylvania, Department of Drug and Alcohol Programs, hereinafter referred to as “the Department” or “DDAP”, and

hereinafter referred to as “Grantee.”

WHEREAS, the Department is designated as the State Agency responsible to provide planning and administrative oversight for the provision of addiction services related to substance use under Act 2010-50; and

WHEREAS, the Department has the power and duty to develop and adopt a State Plan that includes grants and contracts for the intervention, prevention and treatment of drug and alcohol dependence pursuant to Act 2010-50 (71 P.S. § 613.1(1)(xix)); and

WHEREAS, the Department is in receipt of or anticipates receipt of Federal funds or State funds or both pursuant to Act 2010-50 (71 P.S. § 613.1) to provide for the purposes of this Grant Agreement, and this Grant Agreement is contingent upon appropriation and receipt of such funds; and

WHEREAS, the Grantee submitted a web-based application to participate in the Pennsylvania Substance Use Disorder (SUD) Loan Repayment Program (LRP) and the Department approved the application; and

WHEREAS, this Agreement is a Grant Agreement and not subject to the Commonwealth Procurement Code, Act 1998-57 (62 Pa.C.S.A. § 101, et seq.).

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

I. RECIPIENT OF GRANT AGREEMENT FUNDS

Under the terms of this Agreement, the Grantee shall serve as the recipient of Federal funds and be responsible for the disbursement and audit of said funds received through this Grant Agreement.

II. GRANT AGREEMENT TERM

A. This Grant Agreement shall be effective from July 1, 2022 through June 30, 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 Grant Agreement.

B. No Cost Extension. The term of this Grant Agreement may be extended with no additional funding by a written notice signed by the Department in order to allow the Grantee to continue to use the funds to perform the work of this Grant Agreement at the same terms and conditions as this Grant Agreement for an additional period of time. For the purpose of this extension, the funding amount is limited to the maximum Grant Agreement amount awarded in Section III. At no time will the length of this Grant Agreement exceed five years including any extension.

C. Renewal.

○ At the Department's discretion and by letter notice, the Department may renew this Grant Agreement for the following term: consecutive year term.

1. In the event of a renewal, the Department may choose to renew the Grant Agreement as follows:

a) At the Grant Agreement's original terms or conditions; or

b) To increase or decrease the grant amount or salaries, hourly wages or fringe benefits to reflect cost increases so long as that increase is less than 1% of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in scope of work of the original agreement in the renewal; or

c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original Grant Agreement, including Subsequently Available Funds (SAFs), Decrease in Funding (DIF), Funding Reduction Change Orders (FRCOs), Budget Revisions, or formal Amendments. The increase or decrease of work shall be limited to deliverables established in the amendment. Nothing in this paragraph shall be read to permit the scope of work of the Grant Agreement to be changed.

2. The Department is not obligated to increase the amount of Grant award.

3. All renewal terms are subject to the other provisions of this Grant Agreement, and the availability of funds.

○ Renewals are not applicable to this Agreement.

III. GRANT AGREEMENT AMOUNT

Subject to the availability of funds, whether State or Federal, and the other terms and conditions of this Grant Agreement, the Department will make payments in accordance with the Grant Agreement payment provisions section up to the maximum Grant Agreement amount of \$

IV. FUNDING ADJUSTMENTS

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 the Grantee, in writing, of the availability and purpose of such funds. The Department also will inform the Grantee of any additional conditions or requirements of the additional funds. The Grantee hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Department. With the addition of funds to the grant agreement, the Department may issue a revised Work Statement or require the Grantee to 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.

V. 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 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:

<u>Fund</u>	<u>Amount</u>	<u>CFDA Number</u>	<u>Source</u>	<u>Program Title</u>
State 16-967	\$	N/A	PA Department of Drug and Alcohol Programs	Opioid Settlement Fund (McKinsey)
State 20-520	\$	N/A	Medical Marijuana Program Fund	Medical Marijuana Program – Prevention & Treatment Services

VI. WORK STATEMENT

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

VII. 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:

A. Appendix A - Work Statement

B. Appendix A (Attachment 1) – Service Commitment and Loan Balance

C. Appendix B – Invoice Template

VIII. INCORPORATED DOCUMENTS

Grantee acknowledges having reviewed a copy of the following documents, which are available at <https://www.ddap.pa.gov/Professionals/Pages/Procurement.aspx>. These documents are incorporated by reference into and made a part of this Grant Agreement:

A. Standard General Terms and Conditions**B. Audit Requirements****C. Commonwealth Travel and Subsistence Rates****D. Minimum Personal Computer Hardware, Software, and Peripherals Requirements****E. Pro-Children Act of 1994****F. Right to Know Law****G. Enhanced Minimum Wage Provisions****H. HIPAA Business Associate Agreement and Attachment 1**

- The HIPAA Business Associate Agreement is applicable to this agreement
- The HIPAA Business Associate Agreement is not applicable to this agreement

IX. COMMAND AND CONTROL

Immediate command and control over all of the Grantee's resources and personnel employed in accordance with this Grant Agreement shall rest with the Grantee at all times. All of the Grantee's operations conducted pursuant to this Grant Agreement shall be conducted in strict accordance with applicable laws and regulations and Grantee directives.

X. PERIODIC REVIEW OF PERFORMANCE

The Department will review the performance of the Grantee on a continuing basis.

XI. FUTURE APPROPRIATIONS

There is no expectation of future funds available for this purpose.

XII. OTHER INSURANCE/PAYMENT REQUIREMENTS

The Grantee 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 specified by this Grant Agreement.

XIII. CONFIDENTIALITY PROVISIONS

The Grantee and its subcontractors shall comply with all confidentiality provisions contained within this Grant Agreement, to include provisions contained in the Standard General Terms and Conditions, as well as all applicable Federal and State statutes and regulations. This shall include, but not be limited to, the drug and alcohol confidentiality provisions contained in Federal law at 42 CFR Part 2, 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3; and State law at 71 P.S. § 1690.108, 42 Pa.C.S. § 6352.1, 4 Pa. Code § 255, 4 Pa. Code § 257, 28 Pa. Code § 709.28, and 55 Pa. Code § 5100.39.

XIV. MEANING OF TERMS “CONTRACT” AND “CONTRACTOR”

The parties understand that the use of the terms “Contract” and “Contractor” throughout this Agreement and associated appendices and incorporated documents shall mean “Grant Agreement” and “Grantee” respectively.

XV. PAYMENT PROVISIONS

- A. The Commonwealth will make payments through the Automated Clearing House (ACH) Network. The Pennsylvania Electronic Payment Program (PEPP) establishes the Automated Clearing House Network as the preferred method of payment in lieu of issuing checks. The PEPP enrollment form may be obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf and can be completed online, as applicable.
- B. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the Contractor must submit or must have already established its ACH information in the Commonwealth’s Master Database. The Contractor 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>
- C. The Contractor 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.
- D. It is the responsibility of the Contractor 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.
- E. Unless otherwise specified elsewhere in this Contract, the following shall apply:
 - 1. Subject to the availability of funds and other terms and conditions of this Contract, the Department will provide funding to the Contractor to repay outstanding qualifying educational loans in accordance with Appendix A (including attachments) and any subsequent amendments thereto in exchange for providing the services described in this Contract.

2. The Department will monitor compliance with the Contractor's service commitment by forwarding Service Verification Forms (SVFs) to the Contractor throughout the term of the Contract. The Contractor shall complete and return SVFs, countersigned by the approved practice side director, within 10 days of the mailing date. Scheduled payments will not be released until completed SVFs are received by the Department. Failure to return SVFs may result in the delay or forfeiture of payment.
 3. The Contractor shall provide the Department, within 60 days of the receipt of funds, official documentation from the lending institution(s) that the entire amount of funds received were applied to the qualifying education loans as described in this Contract. Funds received in excess of the outstanding balance(s) on qualifying loan(s) must be returned to the Department.
 4. The Contractor agrees that noncompliance with the terms and conditions of the Contract shall be grounds for the recapture of funds provided to the Contractor under this Contract. The Contractor shall refund the Department the full amount of funding received under this Contract within three months from the date the Department sends notice of noncompliance. If the Contractor fails to fully refund the Department, in addition to any rights and remedies it may have at law or equity, the Department reserves the right to offset the amount due against any existing or future sums of money owed to Contractor by any Commonwealth agency or department.
 5. The Contractor shall submit the first invoice within 60 days from when a fully signed copy is provided to the Grantee. 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.
 6. The Contractor shall submit the second invoice within 60 days from the submission and subsequent approval of the SVFs. 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.
 7. The Contractor shall submit invoices to the Department using the invoice format in Appendix B – Invoice Template. An original invoice shall be sent by the Contractor either electronically to 69183@pa.gov or via US mail to the address listed in Appendix B – Invoice Template.
- F.** In the event this language conflicts with language contained elsewhere in this Contract, the language contained herein shall control.

XVI. 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.