

ContractNo#: C990001807

**DEP GRANT AGREEMENT  
MOSQUITO-BORNE DISEASE CONTROL GRANT PROGRAM**

This Grant Agreement is entered into, by and between **Chester County Commissioners Department Of Health** (“Grantee”) and the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department” or “DEP”).

WITNESSETH:

WHEREAS, Grantee has submitted a grant application for the **Mosquito-Borne Disease Control Grant** project (“Project”) and DEP has approved the application; and

WHEREAS, DEP is authorized to enter into this Grant Agreement pursuant to Section 1917-A of the Administrative Code of 1929 (71 P.S. § 510-17) to protect the people of the Commonwealth from unsanitary conditions and other nuisances.

NOW THEREFORE, the Grantee and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

**MAXIMUM GRANT DOLLAR AMOUNT** – DEP grants to Grantee the amount not to exceed **\$114,649.00**.

1. **GRANT TERM** – This Grant Agreement shall not be a legally binding agreement until this Grant Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Grant Agreement is fully executed by the Commonwealth, and shall terminate three (3) years from the later to occur of: (a) the Project Completion Date (as defined below) or; (b) the date of final payment.

3. **PERIOD OF PERFORMANCE** – Upon full execution of this Grant Agreement, Project work: (a) may, at the discretion of the Department, be reimbursed from **January 1, 2020** through the date of full execution and; (b) shall be paid for from the date of full execution through **December 31, 2020** (the “Project Completion Date”). All Project work under this Grant Agreement shall be completed no later than the Project Completion Date.

4. **STANDARD COMMONWEALTH ATTACHMENTS** – Grantee shall comply with the terms and conditions applicable to “Contractor” in the following standard Commonwealth attachments, each attached hereto and made a part hereof. See Attachment A – Provisions for Commonwealth Contracts. See Attachment B – Nondiscrimination / Sexual Harassment Clause.

5. DEP GENERAL CONDITIONS – Grantee shall perform all Project work in accordance with the referenced General Conditions attached hereto as Attachment C and made a part hereof. For the purposes of the attached, “Grantee” and “Contractor” are synonymous. See Attachment C – DEP General Conditions.

6. SCOPE OF WORK; BUDGET – Grantee shall perform all Project work in accordance with the Project Scope of Work set forth in Attachment D attached hereto and made a part hereof. Grantee shall incur expenses under this Grant Agreement and DEP shall pay Grantee for Project work in accordance with the Budget included in Attachment D and in accordance with the Special Conditions (Attachment E) described in Paragraph 7 below. See Attachment D - Project Scope of Work and Budget.

7. SPECIAL CONDITIONS – Grantee shall perform all Project work in accordance with the following grant program-specific special conditions attached hereto as Attachment E, and made a part hereof. See Attachment E - Special Conditions.

<u>Appropriations Coding</u>	<u>Amount</u>
1038900000 3533809000 3538096367 6600400 2019	\$39,639.95
1038900000 3533809000 3538096027 6600400 2019	\$1,392.00
1038900000 3533809000 3538096367 6600400 2020	\$73,617.05

## PROVISIONS FOR COMMONWEALTH CONTRACTS

### 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.

#### **I. 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, and **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
- D. **“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.
- E. **“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.
- F. **“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.

**II. 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 Entities 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.

### **OFFSET PROVISION**

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

### **CONTRACTOR RESPONSIBILITY PROVISIONS**

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

- A. The Contractor must certify, in writing, for itself and all its subcontractors, as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- B. The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- C. 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 contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- D. The failure of the Contractor to notify the contracting agency 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.
- E. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.
- F. The Contractor may obtain the 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 Number: (717) 783-6472  
FAX Number: (717) 787-9138

## **THE AMERICANS WITH DISABILITIES ACT**

- I. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 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 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 of Pennsylvania through contracts with outside contractors.
- II. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

## **RIGHT TO KNOW LAW**

### **I. If this contract is a grant agreement:**

- A. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth Agency.
- B. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- C. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
- 1) 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



2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.

D. If the 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 the representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

E. 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.

F. 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.

G. 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.

H. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

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

**II. If this contract is a lease agreement:**

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease. For the purpose of these provisions, the term "Commonwealth" shall refer to the Department of General Services or the tenant Commonwealth agency.

B. If the Commonwealth needs the Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify the Lessor using the legal contact information provided in this Lease. The Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Lessor's assistance in responding to a request under the RTKL for information related to this Lease that may be in the Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Lessor shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Lessor's possession arising out of this Lease that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

- 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Lease.

D. If the Lessor 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 the Lessor considers exempt from production under the RTKL, the Lessor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Lessor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Lessor 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, the Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

F. If the Lessor fails to provide the Requested Information within the time period required by these provisions, the Lessor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Lessor for any costs associated with complying with these provisions only to the extent allowed under that fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Lessor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Lessor 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 the Lessor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Lessor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

I. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as the Lessor has Requested Information in its possession.

### **III If this contract is other than a grant or lease agreement:**

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Contract. For the purpose of these provisions, the term "Commonwealth" shall refer to the contracting Commonwealth agency.

B. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Contractor shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

D. If the Contractor 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 the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Contractor 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, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth determination.

F. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Contractor 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.

H. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor 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 the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of the Requested Information pursuant to the RTKL.

I. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP):****I. For Procurement Contracts:**

- A. The Commonwealth will make contract payments through the Automated Clearing House (ACH) Network. 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).
- B. 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 Department's payment to the invoice submitted.
- C. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- D. Contractor may enroll for PEPP at:

<http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

**II. For Grant Contracts:**

- A. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH) Network. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH information to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101
- B. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Department's payment to the respective invoice or program.
- C. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- D. Grantee may enroll for PEPP at:

<http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

**APPLICABLE LAW**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**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.



**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GENERAL CONDITIONS**

1. Legality – All work under this Agreement shall be performed in accordance with applicable statutes, rules, and regulations of the Federal, State, and local governments.
2. Subcontracts – No contract or agreement may be entered into by the Contractor for execution of the project activities or provision of services to the project (other than purchases of supplies, or standard commercial or maintenance services) which is not incorporated in the approved Project Scope of Work or approved in advance by the Department. Any such arrangements shall provide that the Contractor will retain ultimate control and responsibility for the project, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the Contractor in the conduct of the project.
3. Changes – The parties to the Agreement hereby agree to execute minor adjustments to this Agreement via a letter of mutual consent. Any significant adjustments to this Agreement shall, however, require a formally executed amendment. Significant adjustments shall include:
  - A. Changes to the scope of work involving the addition of specific work tasks.
  - B. Changes in payment terms. However, reallocation of contract budget category dollar amounts to and from other budget categories shall be considered minor adjustments, as long as the maximum contract dollar amount payable by Department to Contractor is not exceeded.
  - C. Increase in the maximum grant dollar amount to be paid by the Department to the Contractor.
4. Suspension – When the terms and conditions of this Agreement are not materially being met, the Department may, upon written notice to the Contractor, suspend the Agreement until corrective action has been taken to the satisfaction of the Department, or until the Agreement is terminated.
5. Assignment – Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State or Federal antitrust laws are, in fact, borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound hereby, Contractor assigns to the Commonwealth all right, title, and interest in and to any claims Contractor now has or may hereafter acquire under State or Federal antitrust laws relating to the goods or services which are the subject of this Agreement.
6. Termination – The Department may terminate the Agreement in whole, or in part, at any time before the Project completion date:

- A. Whenever it is determined that the terms and conditions of the Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by the Department. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
- B. In the event that anticipated State and/or Federal funds are not obtained or continued at a sufficient level.
- C. At the discretion of the Department upon written notification to the Contractor with effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
7. Extension of Time – Extensions of the Agreement period of performance for additional periods beyond its established Project completion date are minor adjustments which may be accomplished by a letter of mutual consent, subject to the approval of the Department Comptroller.
8. Conflict of Interest –
- A. Interest of members of the Commonwealth and others – No officer, member, or employee of the Commonwealth, and no member of its General Assembly who exercises any function or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth, and no member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Interest of Contractor – The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of directors of the Contractor or any of its officers have such adverse interest.
9. Hold Harmless – Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by Contractor.
10. Payments – Payment will be made to the Contractor as stipulated in the Agreement or Attachment E, as applicable. In the event Contractor has a current environmental violation, payment may be withheld from Contractor until the environmental violation is resolved to the satisfaction of the Department.

11. Interest Payments – For purposes of the interest payments required under Act 266 of 1982, if additional work is directed by the Department which is not included herein, and no Agreement amendment has been executed by the parties for said work, or if the term of this Agreement has expired, payment will not be due hereunder until after the Agreement amendment for additional work or time extension has been fully executed by all of the parties.
12. Disputes – All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement, or any part thereof, or any breach of said Agreement arising thereunder, shall be referred to the Board of Claims of the Commonwealth of Pennsylvania (as set forth in the Act of May 20, 1937 (P.L. 728, No.193), as amended, 72 P.S. §4651-1 et seq.), or otherwise resolved in accordance with applicable law.
13. Fiscal Records – Contractor agrees to maintain books, records, documents, correspondence, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Agreement, and in accordance with generally accepted accounting principles and the Department's fiscal regulations and guidelines.
14. Retention of Records – The records shall be retained and be made available for audit for a period of three (3) years after final payment is made and the Agreement has expired, and all other pending matters are resolved.
15. Right to Audit – The Department and the Office of Auditor General, or any of their duly authorized representatives, shall have access to the records of the Contractor for the purpose of making an audit of financial transactions, compliance with Agreement terms, and an evaluation of Agreement performance. It is further understood that the Department is authorized to make examination, excerpts, copies, and transcriptions of such records during the course of an audit.
16. Copyright and Patent Indemnity – The Contractor shall indemnify and hold the Commonwealth harmless from and against any damages or suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright or patent arising out of the performance of this Agreement, including all work, services, materials, reports, supplies, and computer programs provided by the Contractor.
17. Copyright and Publication Rights – All publication rights and copyrights, in the documentation produced by the Contractor in connection with the work provided for under this Agreement, shall rest with the Commonwealth. The Contractor shall not publish any of the results of the work without the written permission of the Department.
18. Sensitive Information – The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies including the Department, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.

Furthermore, personal data, including names and addresses obtained in conjunction with grant activities, shall not be used in any manner other than that contained in the scope of work. Such information shall not be sold or used to create solicitation lists of any kind, including donor solicitation lists.

19. Indirect Costs – Where indirect costs are part of the amount charged the Department, the method of determining those costs must be identified with sufficient documentation to support its use. Regardless of the method used to calculate indirect costs, the amount charged must not exceed actual costs incurred.

## 2020 ADDENDA - SCOPE OF WORK

**PREVENTION AND CONTROL:** Mosquito prevention and control begins with an Integrated Mosquito Management (IMM) program. An IMM program incorporates education, surveillance, and control components toward the reduction of vector-borne diseases transmitted by mosquitoes. Consistent targeting of mosquito populations with larvicides is considered the most effective way to prevent a large scale mosquito outbreak. Adult mosquito control is used to reduce large populations of diseased mosquitoes. Each county must complete and file a pesticide discharge management plan with DEP Vector Management. Grant applications without a completed PDMP will be rejected.

1. **EDUCATION and HABITAT REDUCTION:** Detail community outreach and the physical efforts that will be made to reduce or eliminate mosquito habitat in the county. Include information on how you will provide public notification about your equipment and activities.

CCHD will utilize a multi-pronged educational approach that focuses on public education, engaging additional stakeholders in the program, and communications about program activities. Educational outreaches will be made to municipal officials to share the program strategies and encourage their engagement in the program. Larviciding assistant will be deployed for educational and larvicidal purposes to targeted, high population areas in the County where numerous complaints have been received, high numbers of mosquitoes are present, and/or where multiple positive samples are clustered. In the event of larvicide control on private property, every attempt will be made to notify the property owner. In the event of adult spray activity, CCHD will provide no less than 48 hours notice to appropriate municipal government staff, hypersensitives, apiaries, and the public. Municipal staff will be contacted directly and through a press release. Hypersensitives registered on the PA Hypersensitivity List who are located within a spray area, and apiaries located within the spray area will be notified via email or telephone call. The public will be communicated using various County channels of dissemination. All MBD trucks, trailers, etc. will display CCHD signage and BU1901.

2. **MOSQUITO SURVEILLANCE:** Provide a detailed explanation of the proposed surveillance plan. This plan should include start and end dates, the numbers and types of fixed adult collections. Fixed sites will be established and provided to DEP Vector Management prior to May 1. Fixed sites will be monitored weekly from May-September and will be listed in the PDMP.

Larval sampling: Please specify the number of weekly larval collections, these minimums are for each field employee. Please know that larval sampling must be taken before conducting larval control.

Larval sampling will occur from April 1, 2020-September 30, 2020 or as directed by the Department. Larval sampling will be conducted by a minimum of 5 larval dips per week per field employee in the program.

Locations surveyed will be based on environmental conditions that support larval habitat such as parks, populated areas, known problem areas, and complaint investigations. Priority consideration will be given to areas where mosquito complaints and concerns have been reported, and where positive pools have been identified. Early in the season, larval surveillance will focus on "hot spots" from previous years. As the season progresses, surveillance efforts will be directed towards areas with high adult mosquito populations, dense human populations, and where positive pools have been identified. The larviciding assistant will prioritize targeted areas which require some form of intervention, whether through larviciding activities, education, habitat reduction, or enforcement of regulations. Routine larval surveillance will also occur at the fixed and non-fixed adult sampling sites. Expanded larval sampling/surveillance will be conducted when investigating virus activity. Attempts will be made to conduct pre/post larval surveillance after larval control activity - see Positive Mosquito Virus Activity for more detail. All larval surveillance will be mapped and recorded with information being shared with DEP through electronic reports uploaded daily to the DEP's WNV website.

Adult sampling: A minimum number of trap collections (BG and Gravid) must be made per full-time field employee and detailed below. Details in this section will be negotiated between DEP and the County.

Adult mosquito sampling/surveillance will be conducted throughout the season to identify areas where control efforts should be utilized to prevent the spread of MBD. Adult sampling will be conducted through a minimum of 15 gravid traps will be set per week, per field employee. Adult gravid trap sampling will begin during work week days starting approximately May 1 and continuing through the end of September or as directed by the Department. Regular, static BG Sentinel traps utilized to survey Aedes albopictus populations, will commence in June 2020. Host-seeking traps will be set on an "as needed" basis. Adult gravid mosquito sampling will be concentrated in approximately 10 fixed locations, in highly populated areas, and in areas throughout the County where positive pools have been identified. Traps may also be set in response to public complaints. Employees will be responsible for routine adult surveillance and will set a combination of fixed and non-fixed gravid traps as well as non-fixed host-seeking traps. Expanded adult sampling/surveillance will be conducted when investigating arbovirus. Every attempt will be made to conduct pre/post adult surveillance after adult control activity to determine the success and efficacy of the County's control efforts - see Positive Mosquito Virus Activity for more detail. All adult surveillance will be mapped and recorded with information being shared with DEP through electronic reports uploaded daily to the DEP's WNV website.

3. **MOSQUITO CONTROL:** Provide a detailed explanation of the proposed control plans. . Include start and end dates, what type of control products will be used. Adulticiding must be considered as part of the control plan. A threshold vector index for area wide adult mosquito control must be included in this section and the county PDMP. Control efforts and products must follow the NPDES PA permit #270741. DEP Vector Management must receive prior notification of any adult mosquito control event. All field staff must be certified applicators

Larval Control Program:

Larval control will start approximately April 1 and continue until approximately the end of September or as determined by the Department. All larval control will be conducted according to CCHD's approved Pesticide Discharge Management Plan. Initial larval control efforts will be focused on known "hot spots." The larviciding assistant will be utilized in early season larval control activities. As the season progresses, the larviciding assistant will shift their focus to areas requiring routine treatment, complaint-based control, and targeted, densely-populated areas. Larval control measures will be deemed necessary when high concentrations of virus-spreading mosquito species are identified. Enforcement entails requiring property owners to survey and treat potential breeding areas, or to provide management through the elimination of breeding sources. When treatment is immediately needed or where treatment is needed on public property, grant monies will be used and certified CCHD personnel will apply a larvicide. CCHD intends to use biological controls due their low environmental impact; chemical controls will be considered when proved to be safer for the environment and the public, or in instances where biological controls would prove to be ineffective. Property owners will be notified when larviciding has been proposed.

Adult Control Program: Make sure to include vector index thresholds and plan to conduct pesticide resistance.

Adult control will start approximately April 1 through the end of September or as determined by the Department. All adult control will be conducted according to CCHD's approved Pesticide Discharge Management Plan. When a vector index of 300 or greater is established in a given area and/or multiple positive samples are identified in a given area or close proximity to any positive human case of WNV, adulticiding will be considered. Adulticiding may also be considered in the case of nuisance mosquitoes/Aedes albopictus mosquitoes when the thresholds outlined in the PDMP are reached. Adult control will be evaluated on a case-to-case basis. CCHD's PDMP specifies all products available for control - CCHD intends to use Suspend SC is intended for barrier treatments, and Permanone RTU, DeltaGard, or AquaDuet for ULV treatments. Pesticide resistance testing will be conducted as needed to determine insecticide efficacy and resistance development. Control methods will continue until the County and DEP determine control efforts were successful and the transmission potential of WNV in the area has been reduced. For communication efforts relating to spray activities, see Education and Habitat Reduction. DEP Vector Management will receive notification prior to any adult mosquito control event, and provide consultation to CCHD as needed.

4. **DATA ENTRY AND REPORTING:** All surveillance and control activity must be entered into the DEP's internal mosquito database no later than one week after the work has been performed. Please be aware that complaints and educational events must be reported to DEP prior to the 5th of every month for the proceeding month.
5. **POSITIVE MOSQUITO VIRUS ACTIVITY:** Please outline the phased response plan to respond to viral activity. Canvassing must be part of the plan.  
Chester County Health Department (CCHD) will respond to positive mosquito virus activity in accordance with the suggested guidelines and protocols from the DEP and CDC. CCHD employees in the MBD program will conduct larval and adult surveillance in response to positive cases beginning with increased larval and adult surveillance and followed by control. Using GIS mapping, a one-mile radius will be created around the address of where the positive was located. This area will be thoroughly canvassed for any mosquito larvae habitat, or as needed to respond to the incident of human disease. Based upon the increased surveillance, both larvicide and control measures will be considered and applied if necessary and in accordance with the guidance provided by the DEP. If control measures are used, there will be increased post-control surveillance to determine the success of any control efforts to include trapping and resident assessment. Once CCHD and DEP agree that there is no longer imminent danger of virus transmission, CCHD will cease control efforts in the areas of concern. After all control measures have been completed, surveillance will continue in this area as part of CCHD's routine larval and adult surveillance. Dead birds that meet the criteria for submission will be swabbed and submitted to the lab for testing.
6. **PERSONNEL:** If hours are requested from November to March, a detailed work plan must be included in this section.  
CCHD may occasionally conduct larvicide activities in flood plains along the Schuylkill River when warm temperatures have rendered large vernal pools conducive to flood plain mosquito eggs hatching. This has been done in the past as early as mid-February, and typically requires approximately 25-30 man hours to complete. Additionally, CCHD may conduct communication and outreach activities pre-season to ensure use timely use of communications, and education to municipalities.
7. **TICK PROJECT:** The 2020 tick survey will be conducted once per week, April 13 - August 21, at two different sites; dragging a minimum of 100 meters per site.

**SPECIAL CONDITIONS**

The Grantee shall perform all project work in accordance with the following grant program specific special conditions below.

- a. Instead of payment solely on a reimbursement basis, the DEPARTMENT may authorize a payment of funds on a working capital basis. Authorization for the working capital payment will be considered upon receipt of a written request justifying the need for a payment. Any authorized working capital will be a one-time payment determined by the DEPARTMENT not to exceed 25% of the total funding. Working capital is for expenditures up to June 30 of the grant year. Payment for work performed during other periods of the agreement shall be on a reimbursement basis. Working capital requests must be received by the DEPARTMENT by **April 30.**
- b. If the DEPARTMENT issues a payment of grant funds on a working capital basis, the GRANTEE shall deposit the funds in a separate interest-bearing account in a bank or other financial institution insured by the FDIC or FSLIC. Interest earned on the grant amount paid under this agreement will be used by the GRANTEE solely for the same purposes as the grant payment amount. Any funds paid to the GRANTEE and not disbursed, including any unexpended principal and interest in the account, shall be returned to the DEPARTMENT by **September 30** of that year.
- c. Payments will be made to the GRANTEE only if the GRANTEE is in full compliance with the terms, conditions and scope of work of this agreement. Compliance is monitored and reported monthly by the DEPARTMENT. If the GRANTEE fails to satisfactorily meet terms, conditions and scope of work the DEPARTMENT reserves to right to terminate the contract in part or full.
- d. Any county requesting reimbursement for a Larvicidal Technician must begin employment of this position no later than May 1. If this position is not started by May 1, funds associated with this position will be terminated from the grant.