

**LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA**

**WEDNESDAY, MAY 27, 2026**

**9:15 a.m. – Conference Room #701, 7th Floor**

*The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.*



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the May 13, 2026 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
  - a. **Proclamation – Memorial Day Observance**  
James Wachter, Veterans Services Officer
  - b. **Request for Forgiveness of Real Estate Taxes for Properties located at 45 N. Kinzer Road, Kinzers, PA**  
Dwight Groff, Treasurer, LanChester District of Lancaster Mennonite Conference (LMC)
  - c. **EDC Finance Corporation –**  
Daniella Tristaino, Portfolio Officer

**Resolution No. 30 of 2026: Next Generation Farm Loan with Michael F. and Sadie S. Beiler**

**Resolution No. 31 of 2026: Next Generation Farm Loan with Abner S. and Salome E. Stoltzfus**

- d. **Lancaster County Redevelopment Authority –**  
Justin Eby, Executive Director  
Marisol Maldonado, Director of Housing and Community Development  
Rachel Valmonte, Compliance and Planning Manager

**Approval of Fiscal Year 2026 Annual Action Plan for U.S. Department of Housing and Urban Development (HUD) Funding**

**Administrative Agreement with the County of Lancaster for HUD Grant Programs**

- e. **Prison – Renewal Agreement with I.B. Abel, Inc.**  
Miguel Castro, Deputy Warden

- f. **Purchasing Department – Authorization to Purchase Natural Gas**  
Linda Schreiner, Director
- g. **Department of Public Safety –Annual Grant Agreement with the Pennsylvania Emergency Management Agency (PEMA)**  
Brian Pasquale, Executive Director
- h. **Information Technology – Cybersecurity Grant Agreement with the Pennsylvania Emergency Management Agency (PEMA)**  
Russ Hauser, Interim Chief Information Officer  
Paul Marler, Deputy Chief Information Officer
- i. **Adult Probation and Parole Services – New Grant Application with the Pennsylvania Commission on Crime and Delinquency (PCCD)**  
Jennifer Luciano, Director  
Jennifer Nissley, Deputy Director
- j. **Behavioral Health and Developmental Services – Renewal Agreements**  
Tania Maser, Executive Director
- k. **Children and Youth Agency – Health Services Coordination Agreement with UPMC For You, Inc.**  
Lawrence George, County Administrator/Chief Clerk
- l. **Purchasing Department on behalf of Children and Youth Agency – Agreement with CDW Government, LLC**  
Vince Cash, Buyer II  
Lawrence George, County Administrator/Chief Clerk
- m. **Children and Youth Agency and/or Juvenile Probation – Renewal Agreements**  
Lawrence George, County Administrator/Chief Clerk  
Cheri Modene, Director, Juvenile Probation
- n. **Juvenile Probation – Grant Award from the Juvenile Court Judges’ Commission**  
Cheri Modene, Director, Juvenile Probation
- o. **Planning Department – Letter of Support for York County Grant Application**  
Will Clark, Executive Director
- p. **General Services – Approval of Proposals for Chillers from Carrier Commercial Service**  
Carmen Simone, Deputy Director

6. Business from Guests

7. Adjourn



## County of Lancaster

## Office of the Commissioners

### County Commissioners

Ray D'Agostino, Chairman  
Joshua G. Parsons, Vice-Chairman  
Alice Yoder, Commissioner

# PROCLAMATION

## MEMORIAL DAY

May 25, 2026

WHEREAS, Memorial Day was first recognized in 1868 under the name of Decoration Day to decorate the graves of Civil War soldiers; and

WHEREAS, in 1950, Congress passed a joint resolution calling upon the President to issue a proclamation recognizing Memorial Day as a day for prayer of permanent peace; and

WHEREAS, Memorial Day serves as a reminder of the brave men and women who have served our Nation courageously and have made the ultimate sacrifice to safeguard the freedoms we hold dear; and

WHEREAS, Memorial Day also offers the opportunity to recognize the family, friends and fellow service men and women of our nation's fallen heroes who endure the silent pain of the loss of a loved one; and

WHEREAS, Lancaster County is forever grateful for the men and women of our military and their families who have answered the call to selflessly serve, sacrifice and defend for our County; and

WHEREAS, Lancaster County celebrates Memorial Day by collaborating with local cemeteries, veterans' organizations, churches, community organizations and many more to honor those who have served and passed away by placing flags at every veteran's gravesite in the County; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA, that the May 25, 2026, be proclaimed MEMORIAL DAY and offers its sincere gratitude to the men and women who have made the ultimate sacrifice in the defense of freedom and encourage all Lancaster County residents to honor our fallen heroes.



Ray D'Agostino, Chairman

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of  
Lancaster County, Pennsylvania

On motion of Commissioner\_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster to approve a request for forgiveness of the 2025 unpaid real estate taxes for LanChester Mennonite Church for two parcels at 45 South Kinzer Road, Kinzers, in the total amount of \$10,395.52. The congregation, formerly known as Kinzers Mennonite Church, experienced a technical issue while changing ownership, resulting in the church temporarily losing its tax-exempt status and being billed.

5/27/26

**Byler & Winkle, P.C.**  
Attorneys-at-Law  
363 West Roseville Road  
Lancaster, Pennsylvania 17601

Telephone (717) 560-6330 (ext. 1)  
Facsimile (717) 560-6328

**E-Mail: [BByler@BylerWinkle.com](mailto:BByler@BylerWinkle.com)**

May 13, 2026

Office of the Lancaster County Commissioners  
150 N. Queen Street, Suite 715  
Lancaster, PA 17603

**VIA EMAIL ONLY**  
**[lycommero@lancastercountypa.gov](mailto:lycommero@lancastercountypa.gov)**

**Re: Request for forgiveness of real estate taxes for properties  
located at 45 N. Kinzer Road, Kinzers, PA  
Lancaster County Parcel ID#s: 490-55030-0-0000 & 490-71567-0-0000**

Dear Commissioners:

Our office is working with Kinzer Mennonite Church and its church conference affiliation, being LanChester District of LMC (“LanChester LMC”). Due to changes within the Mennonite conference and staffing turnover at the Church, the Church property was temporarily and erroneously changed in the County Assessment Office to taxable status. We are writing to request that the above-referenced property, currently titled in the name of LanChester LMC, be granted forgiveness of 2025 real estate taxes against these parcels. This request has already been granted by the Pequea Valley School District and Paradise Township. Copies of their approvals are enclosed.

LanChester LMC (erroneously referred to as Lanchester District of LMV in the most recent Deed- a typo we intend to correct soon) took title to the properties via a Deed on September 5, 2024 at Lancaster County Recorder of Deeds Document ID# 20246798330. The real estate conveyed in that Deed is identified as 45 N. Kinzer Road, Kinzers, PA and as Lancaster County Parcel ID#s: 490-55030-0-0000 & 490-71567-0-0000 (collectively the “Property”).

LanChester LMC is the current name of the Mennonite Conference the Church is affiliated with. Since 1984 the titleholder of the Property was Kinzer Mennonite Church. During the time the Property was owned by Kinzer Mennonite Church it carried tax exempt status. Upon transfer to LanChester LMC the Property should have remained tax exempt. However, the required communication to the Assessment Office to ensure the Property retained its tax exempt status did not occur in a timely manner and therefore the Property was placed back onto the County’s tax rolls. Lanchester LMC is an affiliate under the Lancaster Mennonite Conference and as such, it falls under the Lancaster Mennonite Conference 501(c)(3) umbrella. Enclosed is a letter from the Bishop Elder Team of Lancaster Mennonite Conference confirming this affiliation.

Visit our website at: [www.BylerWinkle.com](http://www.BylerWinkle.com).

Office of the Lancaster County Commissioners

May 13, 2026

Page 2

We submitted a request to the Lancaster County Board of Assessment Appeals to have the Property reinstated as tax exempt and that request has been granted beginning this tax year. Enclosed is a copy of the Board's letter. They've instructed us to request forgiveness of the prior taxes due directly from each taxing authority.

We appreciate the Commissioners' consideration. Please let me know if you need anything else to review and approve this request. Thank you.

Yours truly,

BYLER & WINKLE, P.C.

*W. Bryan Byler (e-signature)*

W. Bryan Byler

WBB/sem

Enclosures

cc: Dwight Groff, LanChester District LMC (w/encs.)

Visit our website at: [www.BylerWinkle.com](http://www.BylerWinkle.com).



April 22, 2025

To Whom it May Concern,

This letter confirms that the property at 45 N. Kinzer Road, Kinzer, PA, formerly Kinzer Mennonite Church, ceased to exist and was transferred to the LanChester District of LMC. The LanChester District is affiliated and in good standing with LMC (Lancaster Mennonite Conference), 450 North Prince Street, Lancaster, PA. LMC is an affiliation of 300+ congregations distributed into 27 districts.

As a qualifying church organization, LMC (Lancaster Mennonite Conference) is considered a 501(c)(3) tax-exempt organization with the Internal Revenue Service, as are its affiliated congregations and districts. See the excerpt from the IRS statement regarding Churches, Integrated Auxiliaries, and Conventions or Associations of Churches below.

<https://www.irs.gov/charities-non-profits/churches-integrated-auxiliaries-and-conventions-or-associations-of-churches>

*“Churches (including integrated auxiliaries and conventions or associations of churches) that meet the requirements of section 501(c)(3) of the Internal Revenue Code are automatically considered tax exempt and are not required to apply for and obtain recognition of exempt status from the IRS. Donors are allowed to claim a charitable deduction for donations to a church that meets the section 501(c)(3) requirements even though the church has neither sought nor received IRS recognition that it is tax exempt.” - as stated by the IRS under Charities and nonprofits*

Please direct any clarifying questions to the Bishop Elder Team at the address below.

Sincerely,

The LMC Bishop Elder Team

MAILING ADDRESS:  
PO Box 1635  
Lancaster, PA 17608

STREET ADDRESS:  
450 North Prince Street  
Lancaster, PA 17603

717-293-5246



## County of Lancaster

### County Commissioners

Joshua G. Parsons, Chairman  
Ray D'Agostino, Vice-Chairman  
Alice Yoder, Commissioner

## Board of Assessment Appeals

### Director

Kevin Edwards, CPE

March 13, 2026

Byler & Winkle, PC  
Attn: Stacy E. Mutschler  
363 West Roseville Rd  
Lancaster, PA 17601

### RE: Exemption Request

Parcel 490-55030-0-0000 & 490-71567-0-0000, 45 N. Kinzer Rd.

To whom it may concern,

Please be advised that the Board of Assessment Appeals approved exemption on behalf of LMC. for the above parcels number

Please note that the Board's decision will become effective as follows:

County/Municipal: January 1, 2026

School: July 1, 2026

**A notice of exoneration of your 2026 County and Municipal taxes will follow this notice. Also, please note the Board of assessment appeals does not have the authority to forgive taxes that are owed against a property. You must go to each taxing entity to request forgiveness. For the County of Lancaster, it would be the County Commissioners, Your Local Municipality, and your Local School District. You would need to get a letter from them first, before requesting forgiveness from the county.**

Sincerely,

Kevin Edwards, CPE

Director of Assessment

cc: Paradise Township

Pequea District of Lancaster



April 15, 2026

W. Bryan Byler  
Byler & Winkle, P.C.  
363 West Roseville Road  
Lancaster, PA 17601

**SENT VIA EMAIL ONLY**  
BByler@BylerWinkle.com

**Re: Request for forgiveness of real estate taxes for  
45 N. Kinzer Road, Kinzers, PA  
Lancaster County Parcel ID#s: 490-55030-0-0000 & 490-71567-0-0000**

Dear Mr. Byler:

This shall serve to confirm that at a legal constituted public meeting held on April 14, 2026 at which a quorum was present, the Paradise Township Board of Supervisors approved LanChester District of LMC's request for forgiveness of the 2025 unpaid municipal real estate taxes due on the above-referenced parcels.

Please do not hesitate to contact me should you have any questions or require any additional information.

Sincerely,

Karen E. Farra  
Township Manager  
Secretary/Treasurer

/kef

**PEQUEA VALLEY SCHOOL BOARD**  
**Committee Meeting Minutes**  
**April 28, 2026**

The monthly Committee meeting of the Pequea Valley School Board was called to order by President Bryant Ferris at 7:02 p.m. Members present were Michael Fisher, Mike Hartmann, Freida Huyard, Steve Riehl, Casey Rohrer, Steve Temple and Tamara Wanner. Absent: Fred Hertzler. Also present were Erik Orndorff, John Bowden, Rich Eby, John Trovato, William Darras, Dustin Russum, and Ellen Geisel.

President Ferris announced an Executive Session was held on April 28, 2026 prior to the Committee Meeting for an Administration vacancy.

**Preliminary General Fund Budget Update** – John Bowden presented the 2026-27 proposed final General Fund Budget. The budget assumes a 3.5% increase, however, Mr. Bowden stated he would like the final budget to be less than 3.5%. The proposed final budget will be voted on later in the meeting.

**Phase II Update** – John Bowden stated that plumbing bids are due this Thursday, and all Phase II bids will be presented to the Board and included on the May 7, 2026 agenda for approval.

**2025-2026 School Tax Forgiveness** – John Bowden presented a request to forgive taxes to Kinzers Mennonite Church Parcel numbers 490-55030 and 490-71567. Mr. Bowden stated that a mistake was made in the filing of the transfer of the properties between churches and that is why it was removed from the tax-free rolls.

**Salisbury Elementary Floor Repairs** – Dustin Russum presented floor replacement options for the Salisbury gymnasium, offices, and music rooms. He also provided material samples for review. This item will be included on the May 7, 2026 Regular Meeting agenda for approval.

**The Brave Medal** – Rich Eby, John Trovato, and Bill Darras presented the rationale of a graduation medal the learners can wear at graduation. The proposal would go into effect the 2026-27 school year, therefore learners wearing the medal will be the Class of 2028.

**Public Participation** – Ellen Geisel, Honey Brook, commented on the Braves Medal.

**Chief of Finance & Operation's and Superintendent Recommendations:**

On a motion by Mrs. Huyard and a second by Mr. Fisher, approval was given for the following Consent Agenda Item A (rc):

- A. To approve 2025-2026 Tax Forgiveness for Lanchester LMC (formally Kinzer Mennonite Church) Parcel numbers 490-55030 and 490-71567.

Motion carried: Voting yes: Ferris, Fisher, Hartmann, Huyard, Riehl, Rohrer, Temple, Wanner; No: 0. Absent: Hertzler

On a motion by Mr. Hartmann and a second by Mrs. Rohrer, approval was given for the following Consent Agenda Items A-D (rc):

- A. To purchase the aviation course curriculum from Real Sim Gear, utilizing Clark Foundation Funds, at a cost of \$70,083.83.
- B. To approve the preliminary General Fund Budget for the 2026-2027 school year.
- C. Personnel  
Resignation:  
Mike Choi, Learning Support Learning Facilitator, effective June 3, 2026

*April 28, 2026, meeting minutes continued...*

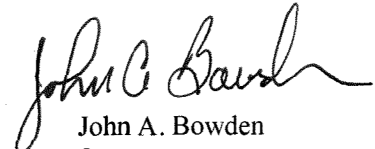
D. Approval of Minutes, Financial reports, and Bills as follows:

- April 9, 2026, regular meeting
- The Financial Reports for March 2026, as appearing on the Treasurer's Supplement.
- The March bills, as appearing in the Treasurer's Supplement.
- General Fund, totaling \$3,762,187.67.
- Capital Reserve totaling \$28,400.00.
- Construction Payments, totaling \$4,417.50.
- Food Service, totaling \$48,923.60.

Motion carried: Voting yes: Ferris, Fisher, Hartmann, Huyard, Riehl, Rohrer, Temple, Wanner; No: 0. Absent: Hertzler

No further information was presented, and the meeting was adjourned at 7:51p.m.

Bryant Ferris  
President

  
John A. Bowden  
Secretary

**RESOLUTION NO. 30 OF 2026**

**FUNDING THROUGH THE  
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_;

**WHEREAS**, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$912,000.00 for the Next Generation Farm Loan for Michael F. and Sadie S. Beiler. The Industrial Development Authority financing is in the amount of \$612,000.00. The farm is located at 314 Brethren Church Road, Leola, West Earl Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

**WHEREAS**, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

**WHEREAS**, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA**, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

**BE IT FURTHER RESOLVED** that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

ADOPTED this \_\_\_ day of May 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

\_\_\_\_\_  
Ray D’Agostino, Chairman

\_\_\_\_\_  
Lawrence M. George  
County Administrator/Chief Clerk  
County of Lancaster, PA

\_\_\_\_\_  
Joshua G. Parsons, Vice Chairman

\_\_\_\_\_  
Alice Yoder, Commissioner

Board of Commissioners of  
Lancaster County, Pennsylvania

**Penn Township Lancaster County  
Industrial Development Authority**

---

**Board Members**

Thomas Kifolo,  
Chairman

Seth Obetz, Treasurer

Mark Hiester,  
Assistant Secretary

Jennifer Tulonen,  
Secretary / Assistant  
Treasurer

Mark Hiester,  
Township Manager

Sean B. Frederick, Esq.,  
Solicitor

Robert Brubaker,  
Board Member

Richard Landis,  
Board Member

**PROJECT**

**Michael F. and Sadie S. Beiler**

**Next Generation Farm Loan**

---

**Project Description:** Michael F. and Sadie S. Beiler will purchase a farm of approximately 70-acres from their parents, Eli S. and Rebecca S. Beiler. The farm is located at 314 Brethren Church Road, Leola, West Earl Township, Lancaster County, PA. The farm has a dairy operation marketed to Land O'Lakes. Crops grown on the farm are corn and rye for feed along with tobacco that is contracted with Hail and Cotton. The farm is being sold to Michael and Sadie for \$912,000 which includes \$12,000 for closing costs. The NGFLP program will be funding \$612,000 of the total with the sellers financing the remaining \$300,000. The seller will provide an in-kind gift for the non-ag residence.

**Project Cost:** \$912,000

**Amount of IDA Financing:** \$612,000 (NGFL)

**Location of Project:** 314 Brethren Church Road, Leola, PA

**Is Farm Preserved:** Yes      No X

**Bank:** Bank of Bird-in-Hand, Bill O'Brien

**Timeline:** The Beilers plan to close this loan by the end of July 2026

**RESOLUTION NO. 31 OF 2026**

**FUNDING THROUGH THE  
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_;

**WHEREAS**, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$1,148,000.00 for the Next Generation Farm Loan for Abner S. and Salome E. Stoltzfus. The Industrial Development Authority financing is in the amount of \$682,000.00. The farm is located at 261 Byerland Church Road, Willow Street, Pequea Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

**WHEREAS**, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

**WHEREAS**, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA**, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

**BE IT FURTHER RESOLVED** that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

ADOPTED this \_\_\_\_ day of May 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

\_\_\_\_\_  
Ray D’Agostino, Chairman

\_\_\_\_\_  
Lawrence M. George  
County Administrator/Chief Clerk  
County of Lancaster, PA

\_\_\_\_\_  
Joshua G. Parsons, Vice Chairman

\_\_\_\_\_  
Alice Yoder, Commissioner,

Board of Commissioners of  
Lancaster County, Pennsylvania

**Penn Township Lancaster County  
Industrial Development Authority**

---

**Board Members**

Thomas Kifolo,  
Chairman

Seth Obetz, Treasurer

Mark Hiester,  
Assistant Secretary

Jennifer Tulonen,  
Secretary / Assistant  
Treasurer

Mark Hiester,  
Township Manager

Sean B. Frederick, Esq.,  
Solicitor

Robert Brubaker,  
Board Member

Richard Landis,  
Board Member

**PROJECT**

**Abner S. and Salome E. Stoltzfus**

**Next Generation Farm Loan**

---

**Project Description:** Abner S. and Salome E. Stoltzfus will purchase a farm of approximately 69-acres from Salome's parents, Daniel G. and Anna L. Lapp. The farm is located at 261 Byerland Church Road, Willow Street, Pequea Township, Lancaster County, PA. The farm has a dairy operation marketed to LAFCO. Crops grown on the farm are corn and alfalfa for feed along with hemp. The farm is being sold to Abner and Salome for \$1,148,000 which includes \$23,000 for closing costs. The NGFLP program will be funding \$682,000 of the total with Univest Bank financing \$418,000 and the remaining \$48,000 coming from borrower equity. The seller will provide an in-kind gift for the non-ag residence.

**Project Cost:** \$1,148,000

**Amount of IDA Financing:** \$682,000 (NGFL)

**Location of Project:** 261 Byerland Church Road, Willow Street, PA

**Is Farm Preserved:** Yes  No

**Bank:** Univest Bank, Jon Heacock

**Timeline:** The Stoltzfuses plan to close this loan by the end of July 2026.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster to approve the following:

**Plan Approval With:**

Redevelopment Authority of the County of Lancaster Consortium (County of Lancaster & City of Lancaster)  
Lancaster, PA

and

US Department of Housing and Urban Development (HUD)

**Purpose:**

To approve the 2026-2030 Consolidated Plan and Fiscal Year 2026 Annual Action Plan for HUD Community Planning & Development funding.

**Amount:**

\$5,446,613.52

Community Development Block Grant (CDBG) Program - \$3,454,734.00

HOME Investment Partnerships (HOME) Program - \$1,744,023.52

Emergency Solutions Grant (ESG) Program - \$247,856.00

5/27/26



## WHAT IS THE CONSOLIDATED PLAN?

The Consolidated Plan presents how the County of Lancaster (County) will use funds provided by the U.S. Department of Housing and Urban Development (HUD) during fiscal years 2026-2030. The Consolidated Plan contains information about the County’s needs relating to Housing, Homelessness, Non-Homeless Special Needs, and Non-Housing Community Development. It also includes information on the prioritization of needs, anticipated resources, goals, and strategies to govern the funding decisions over the next five years.

The Lancaster County Redevelopment Authority (LCRA), on behalf of the County, is responsible for coordinating the consolidated planning and submission process. In addition, LCRA is also responsible for the administration of the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs covered by the Consolidated Plan. The County is designated as the Lead Entity of the HOME Consortium with the City of Lancaster and carries out the overall responsibilities with cooperation of the City.

## 2026 – 2030 PRIORITY NEEDS

**PRESERVATION OF EXISTING HOUSING**

**EXPAND HOUSING SUPPLY**

**IMPROVE PUBLIC INFRASTRUCTURES**

**REDUCING BLIGHT**

**ADDRESS HOUSING & HOMELESSNESS NEEDS WITH PUBLIC SERVICES**

### OUTCOME MEASUREMENT SYSTEM

All activities must address one of the three primary HUD objectives:

- Provide a Suitable Living Environment
- Provide Decent Housing
- Provide Economic Opportunity

All activities must also address one of the following HUD outcomes:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

### FY2026 FUNDING SOURCES

<b>CDBG Funds</b>	<b>\$2,834,734</b>
Est CDBG Prog Inc	\$620,000
<b>HOME Funds</b>	<b>\$1,599,023</b>
Est HOME Prog Inc	\$145,000
<b>ESG Funds</b>	<b>\$247,856</b>

# FUNDING SOURCES & STRATEGIC GOAL ALIGNMENT

2026 ANNUAL ACTION PLAN GOALS AND PROJECTS	FUNDING SOURCE	AMOUNT
<b>Goal: Increase Number of Units Rehabilitated</b> Project: Rehabilitate Existing Homeowner Units Project: Rehabilitate Existing Rental Units	<b>TOTAL</b> CDBG CDBG	<b>\$897,471</b> \$497,471 \$400,000
<b>Goal: Creation of New Units</b> Project: New Construction Owner Occupied Housing Project: New Construction Renter Occupied Housing Project: Acquisition & Rehab	<b>TOTAL</b> HOME HOME CDBG	<b>\$2,069,622</b> \$175,381 \$1,394,242 \$500,000
<b>Goal: Improve Public Infrastructure &amp; Facilities</b> Project: Public Facilities and Infrastructure Improvements	<b>TOTAL</b> CDBG	<b>\$1,000,000</b> \$1,000,000
<b>Goal: Stabilization, Long Term Support &amp; Urgent Needs</b> Project: Support Housing and Homelessness Services Project: ESG26 Lancaster County – Homelessness Services	<b>TOTAL</b> CDBG ESG	<b>\$719,583</b> \$490,316 \$229,267
<b>Goal: Planning and Administration</b> Project: Planning and Administration	<b>TOTAL</b> CDBG HOME ESG	<b>\$759,938</b> \$566,947 \$174,402 \$18,589

2026-2030 LANCASTER COUNTY CONSOLIDATED PLAN  
VISIT [LCHRA.COM](http://LCHRA.COM) TO VIEW THE FULL PLAN.

## HUD FORMULA GRANTS

### Community Development Block Grant (CDBG)

CDBG funds will be used for housing, community development, and public service activities that benefit low- and moderate-income persons in Lancaster County.

### HOME Investment Partnerships Program (HOME)

HOME funds will be allocated for new construction and rehabilitation of affordable owner and rental housing units. The County is the lead agency for HOME funds which are received for both the County and City of Lancaster as part of a Consortium Agreement.

### Emergency Solutions Grant (ESG)

ESG funds will be used to support eligible activities, including street outreach, emergency shelter operations, homelessness prevention, and rapid re-housing throughout Lancaster County.

## REDEVELOPMENT AUTHORITY

**BOARD OF DIRECTORS**

**Edward Fisher**, Chair  
**James Williams**, Vice-Chair  
**Gerald Robinson Esq**, Treasurer  
**Melinda Kaufman**, Member  
**Mike McGee**, Member  
**Beth Dreyer-DeGoede**, Secretary, Staff Appointee

**Justin Eby**, Executive Director  
**Marisol Maldonado**, Director of Housing and Community Development  
**Deb Jones**, Director of Human Services  
**Rachel Valmonte**, Planning & Compliance Manager  
**Shane Waddy**, Planning and Compliance Coordinator  
**Christopher Thomas**, Compliance and Data Analyst

**STAFF**



LANCASTER COUNTY  
**Redevelopment  
Authority**

**LANCASTER COUNTY**  
**2026 – 2030 CONSOLIDATED PLAN**  
and  
**2026 ANNUAL ACTION PLAN**

---

Prepared for the U.S. Department of Housing and Urban Development

Lancaster County Redevelopment Authority  
28 Penn Square, Suite 200  
Lancaster, PA 17603-4297

# Executive Summary

## ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

The Consolidated Plan presents how the County of Lancaster (County) will use funds provided by the U.S. Department of Housing and Urban Development (HUD) during fiscal years 2026-2030. The Consolidated Plan contains information about the County's needs relating to Housing, Homelessness, Non-Homeless Special Needs, and Non-Housing Community Development. It also includes information on the prioritization of needs, anticipated resources, goals, and strategies to govern the funding decisions over the next five years.

The Lancaster County Housing and Redevelopment Authority (LCHRA) is the lead agency, on behalf of the County, and is responsible for coordinating the consolidated planning and submission process. LCHRA is also responsible for the administration of the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs covered by the Consolidated Plan.

Lancaster County is designated as the Lead Entity of the HOME Consortium that it has formed with the City of Lancaster and agrees to carry out the overall responsibilities, with the cooperation of the City, in accordance with 24 CFR 92.101. The County, as Lead Entity, will manage the entire HOME allocation on behalf of the Consortium. The County and City agree to carry out eligible activities in accordance with the requirements of 24 CFR Part 92. The City is responsible for submitting, in a timely manner, to the County all information necessary for participation in the Consortium as defined in 24 CFR Part 92. This includes all information necessary for the Consolidated Plan, the HOME program description and certifications (24 CFR 92.150), and performance reports.

### 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Lancaster County will continue to follow previously implemented performance measurements prescribed by the U.S. Department of Housing and Urban Development. All activities funded will address one of these three primary objectives.

1. Create Suitable Living Environments
2. Provide Decent Affordable Housing
3. Create Economic Opportunities

Similarly, all funded activities will achieve one of the three following outcomes:

1. Improve Availability/Accessibility
2. Improve Affordability
3. Improve Sustainability

The Redevelopment Authority conducted consultations with social service agencies, municipalities, real estate developers, school districts, and economic development businesses regarding Homelessness and Housing and Community Development priorities and received responses. Based in part on the responses of the consultations held, the following goals will be supported by CDBG, HOME, and ESG funds during 2026-2030:

- Increase the number of units rehabilitated
- Creation of new units
- Improve public infrastructure and facilities
- Stabilization, long term support, and urgent needs
- Planning and Administration

### **3. Evaluation of past performance**

LCHRA has created these goals based on the prior success of programs and activities that have produced decent, safe, and affordable housing and created suitable living environments for the residents of Lancaster County. With positive results from the 2021-2025 Consolidated Plan, the LCHRA will continue these projects and activities to meet the goals and objectives outlined in the Consolidated Plan.

### **4. Summary of citizen participation process and consultation process**

LCHRA maintains a Citizen Participation Plan that emphasizes a citizen-driven review process to guide funding recommendations. For physical improvement activities, including infrastructure and public facility projects, a steering committee comprised of municipal officials and interested residents evaluates applications, reviews project presentations, and prioritizes projects for funding based on the goals and priorities established in the 2026–2030 Consolidated Plan.

For public service activities funded through CDBG and ESG, including supportive housing and homelessness services, recommendations are informed by a broad network of community stakeholders with expertise in housing stability and service delivery. Volunteers representing diverse geographic areas of the County participate in the review of applications and provide funding recommendations to ensure resources are directed to programs with the greatest demonstrated need and impact.

Due to the complexity of affordable housing development and financing, HOME funds are awarded through a structured review process conducted by a loan committee consisting of public, private, and community representatives with experience in housing development, finance, and community planning. This process ensures that projects are financially feasible, aligned with local housing priorities, and capable of delivering long-term affordability. The citizen participation and advisory structures are designed to promote transparency, accountability, and equitable decision-making in the allocation of federal resources.

**5. Summary of public comments**

TBD

**6. Summary of comments or views not accepted and the reasons for not accepting them**

TBD

**7. Summary**

TBD

DRAFT

## The Process

### PR-05 Lead & Responsible Agencies - 91.200(b)

**1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	LANCASTER COUNTY	
CDBG Administrator	LANCASTER COUNTY	Redevelopment Authority of the County of Lancaster
HOPWA Administrator		
HOME Administrator	LANCASTER COUNTY	Redevelopment Authority of the County of Lancaster
ESG Administrator	LANCASTER COUNTY	Redevelopment Authority of the County of Lancaster
HOPWA-C Administrator	LANCASTER COUNTY	Redevelopment Authority of the County of Lancaster

**Table 1 – Responsible Agencies**

### Narrative

The Redevelopment Authority of the County of Lancaster is the lead agency for the County and is responsible for coordinating the consolidated planning and submission process. Lancaster County will be designated as the Lead Entity of the HOME Consortium it has formed with the City of Lancaster, and agrees to carry out such overall responsibilities, with cooperation of the City, in accordance with 24 CFR 92.101. A cooperation agreement was entered into between Lancaster County and the City of Lancaster to form a HOME Consortium under the National Affordable Housing Act. The City and County have determined that joining together as a consortium to obtain funding under the HOME program increased their ability to provide affordable housing for the very low-, low- and moderate-income residents of the City and County. In addition, the Redevelopment Authority is also responsible for the administration of the Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) programs covered by the Consolidated Plan.

### Consolidated Plan Public Contact Information

Rachel Valmonte, Planning and Compliance Manager  
 Lancaster County Redevelopment Authority  
 28 Penn Square, Suite 200

## **PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)**

### **1. Introduction**

The Redevelopment Authority of the County of Lancaster, on behalf of Lancaster County, consulted with many agencies, municipalities, developers, nonprofits, and service providers during the development of the 2026-2030 Consolidated Plan. A summary of these consultations is listed below.

#### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The Continuum of Care (CoC) collaborates directly with Lancaster City and Lancaster County Housing Authorities to provide housing resources for households experiencing or at risk of homelessness. Access to housing vouchers that supplement rent is critical to clients' journeys out of homelessness.

An inter-agency group meets regularly to coordinate available vouchers, with special attention given to the Foster Youth Independence Program, which helps young people experiencing homelessness to secure apartments using vouchers. These direct, ongoing partnerships between the housing authorities and the CoC have successfully moved households into stable housing. These collaborations must also extend to available units from private landlords and housing corporations.

The Continuum of Care (CoC) homelessness response system coordinates regularly and in multiple ways with local government health, mental health, and human service agencies. Homelessness providers work directly with hospital and healthcare partners, including Penn Medicine's Emergency Department and Street Medicine Teams, Penn State Community Outreach, and WellSpan's inpatient and outpatient mental health centers. Lancaster County Behavioral Health and Developmental Services serve as a central point of contact for individuals with serious mental illness, providing access to case management and housing supports. These collaborations are reflected through program activities, facilitated interagency meetings, and ongoing coordination among service providers across the county.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The Continuum of Care (CoC) homelessness response system offers a comprehensive range of services to support individuals and households experiencing homelessness, including those who are newly homeless as well as those experiencing chronic homelessness. The first component is the system entry

point for individuals and families who are unsheltered or at imminent risk of homelessness. Outreach teams engage people living on the streets or in places not meant for habitation, building trust and connecting them to services. Intake and assessment processes ensure that needs are identified quickly and fairly, often through a Coordinated Entry System that uses standardized tools to prioritize resources for those most vulnerable. The assessment evaluates factors such as demographics, length of homelessness, household size, physical and mental health disabilities, and employment capacity or income to ensure appropriate housing referrals are made. Examples of programs in this component include street outreach initiatives and mobile engagement teams that bring services directly to clientele.

In addition, service agencies provide direct assistance to individuals and households at risk of homelessness through supportive services and limited financial assistance. These interventions help households stabilize while also connecting them to community resources, including employment, child care, education, and other supportive services. Service agencies collaborate with school districts, landlords, food pantries, and education providers, among others, to deliver coordinated and effective support to their clients.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

The Continuum of Care (CoC) lead agency staff work closely with the CoC Governance Board, the Grant Review Subcommittee, and the Lancaster County Housing and Redevelopment Authority (LCHRA) to determine the most effective use of ESG funds in support of critical homelessness response programs. Providers also play an active role in establishing annual performance standards and developing program outcomes.

The HMIS Lead, in collaboration with CoC partners and lead agency staff, has developed policies and procedures for the administration of the HMIS system. Through direct coordination with contracted partners, the CoC has secured strong participation and buy-in for HMIS use, ensuring comprehensive and accurate data entry that reflects services and activities provided on behalf of households.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	LANCASTER COUNTY HOUSING AUTHORITY
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The County Housing Authority was consulted in person. There remains a demand for housing and landlords that accept vouchers. Improvements are needed in several areas, including outreach efforts, temporary support services, and programs that assist tenants in developing life skills and securing employment. Additionally, there should be opportunities for landlords to connect and exchange ideas. There is a lack of resources for services that help individuals maintain their housing or receive assistance in other areas.
2	<b>Agency/Group/Organization</b>	Economic Development Company of Lancaster County
	<b>Agency/Group/Organization Type</b>	Business Leaders Business and Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Organization was included as a business focus group for Housing and Homelessness. Consultation identified challenges including barriers to housing development including zoning processes across municipalities and regulatory barriers to affordable housing development. Areas for improved coordination include education and resources for municipal leaders and increased collaboration between the business community and government to address housing challenges.

3	<b>Agency/Group/Organization</b>	Volker
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Organization was included as a developers focus group for Housing and Homelessness. Identified opportunities for improvement include zoning that allows for smaller living spaces and more mixed-income development. A major barrier for creating affordable housing is lack of funds for developers with the only way to create affordable units sustainably is with subsidies.
4	<b>Agency/Group/Organization</b>	COMMUNITY BASICS, INC.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Organization was included as a developers focus group for Housing and Homelessness. Suggested opportunities for improvement include standard policies between municipalities and prevailing wage standards updated. It is currently a barrier with higher developments costs.
5	<b>Agency/Group/Organization</b>	Housing Development Corporation MidAtlantic
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Organization was included as a developers focus group for Housing and Homelessness. Significant barriers to affordable housing that need improvement are the process for land and site development that is slow and costly and existing zoning regulations that often prohibit higher density development. There is a need for scalable solutions that blend traditional financing with mission-driven funding.
6	<b>Agency/Group/Organization</b>	West Lampeter Township
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Municipality was consulted through focus planning group with municipalities. Major housing challenges cited were all new developments are unaffordable to locally born and raised residents. Residents are forced to leave area due to high price points for housing for both rentals and homeownership that require higher household incomes. The need for smaller scale housing is not being met for both young families and senior looking to downsize.
7	<b>Agency/Group/Organization</b>	Millersville Borough
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Municipality was consulted through focus planning group with municipalities. The consultation identified an infrastructure strain caused by an increase in traffic congestion as workers commute from further away and public safety impacts caused by mental health and sleeping related incidents. Also, there are concerns with substandard housing conditions where enforcement resources are limited to address housing quality.

8	<b>Agency/Group/Organization</b>	Elizabethtown Community Housing and Outreach Services
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ECHOS was consulted as a participant in a focus group for Housing and Homelessness in Lancaster County. Discussed areas of improvement to reduce barriers to limiting housing agency partnerships. Emphasized the need for better coordination and support from the coalition to strengthen current programs and interventions.
9	<b>Agency/Group/Organization</b>	Columbia Dream Center
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Columbia Dream Center was consulted as part of a focus group for Housing and Homelessness in Lancaster County. Discussed the challenges for an emergency shelter that provides housing for individuals and families experiencing homelessness. Local officials and the community have not been welcoming of the homeless population or conversations on establishing additional sites and services. There is a need for a year-round shelter to better support families as the current seasonal shelter struggles with funding and volunteers. Also, discussed the importance of maintaining family units to minimize trauma and build trust and advocating for a countywide solution to address the lack of resources for homeless families.

10	<b>Agency/Group/Organization</b>	Lancaster EMS
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Health Health Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	LEMSA was consulted as a participant in a focus group for Housing and Homelessness in Lancaster County. During the consultation it was identified that there is a need for enhanced cross-sector coordination that is critical to address the needs of individuals and families experiencing homelessness.
11	<b>Agency/Group/Organization</b>	The Factory Ministries
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-Education Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Factory Ministries was consulted as part of a focus group for Housing and Homelessness in Lancaster County. Consultation included the challenges with housing affordability in the area and expressed worry about the future of housing availability for young families in the area. They have seen an increase in youth homelessness due to family pressures and lack of appropriate support systems.
12	<b>Agency/Group/Organization</b>	Crossnet Ministries
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Crossnet Ministries was consulted as part of a focus group for Housing and Homelessness in Lancaster County. Discussed how to strengthen programs and intervention strategies, emphasizing the need for flexible spending and clearer qualification criteria. Emphasized the importance of collaboration between nonprofits, schools, and churches to enhance program success. Opportunities for cross-sector collaboration need to be explored with a focus on providing counseling services and addressing the needs of individuals who seek support beyond immediate assistance.
13	<b>Agency/Group/Organization</b>	Tenfold
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Elderly Persons Services-homeless Services-Education Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Tenfold was consulted as a participant in a focus group for Housing and Homelessness in Lancaster County. Discussed challenges in providing job-seeking assistance and housing support to residents, highlighting inefficiencies in the system due to limited resources and high demand. Emphasized the importance of education and changing community attitudes towards homelessness. There needs to be improved coordination in funding communication, streamlined administrative processes, and expanded flexible financial tools to strengthen housing stabilization efforts.

14	<b>Agency/Group/Organization</b>	Lancaster City Alliance
	<b>Agency/Group/Organization Type</b>	Business Leaders Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Lancaster City Alliance was consulted as a participant in a focus group in Housing and Homelessness for Lancaster County. Discussion included community outreach and funding challenges, citing the need to think outside the box and focus on prevention rather than just addressing symptoms. Stressed concerns about changes in federal funding priorities and the impact of recent executive orders on community programs. Called attention to better strategic planning and communication with suggestions to bring together community leaders for collaborative discussions about both federal funding opportunities and innovative solutions.
15	<b>Agency/Group/Organization</b>	Manheim Twp. School District
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	School district was consulted as a focus group for Housing and Homelessness in Lancaster County. School district representatives emphasized the growing prevalence of housing instability among families, particularly those identified under the McKinney-Vento definition of homelessness. School districts reported increased instances of students living in hotels, doubled-up housing situations, and experiencing frequent displacement.
16	<b>Agency/Group/Organization</b>	Ephrata Area School District
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Education

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	School district was consulted as a focus group for Housing and Homelessness in Lancaster County. School district have developed identification systems, including enrollment screening, staff training, and coordination allowing them to identify and respond to housing instability. District aims to provide wraparound services, including transportation to maintain school stability, basic needs assistance, mental health support, and connections to community resources. However, there is limited resources available to meet growing demand.
17	<b>Agency/Group/Organization</b>	East Lampeter Township
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Municipality was consulted as a focus group for Housing and Homelessness for Lancaster County. Municipality framed the housing crisis primarily as a supply and development issue. Identified barriers to the development of affordable housing, including rising construction costs, high land values, limited available land, and constraints such as zoning restrictions and parking requirements.
18	<b>Agency/Group/Organization</b>	Lancaster County Planning Commission
	<b>Agency/Group/Organization Type</b>	Other government - County Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Lancaster County Planning Department developed a data dashboard which include portals for housing, transportation and economic factors. This information assists in the development of both regional and countywide planning and will be an important tool for aligning HUD funding. Additionally, a guide on simplified zoning will be completed.
19	<b>Agency/Group/Organization</b>	ASSETS OF LANCASTER, INC.
	<b>Agency/Group/Organization Type</b>	Business and Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Market Analysis Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Areas identified for increased coordination were engagement and educational opportunities which allow for a discussion of work and needs of small business owners and entrepreneurs in the county. The County has funded micro-enterprise technical assistance, but a majority of CDBG funding was allocated by the City of Lancaster.
20	<b>Agency/Group/Organization</b>	Lancaster County Emergency Management
	<b>Agency/Group/Organization Type</b>	Agency - Emergency Management Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Create a task force and partner with Lancaster County Emergency Mgmt to plan and develop strategies around housing needs and anti-poverty strategy. There is also a need to plan for funding to provide housing during a disaster response that creates displacement.

**Identify any Agency Types not consulted and provide rationale for not consulting**

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

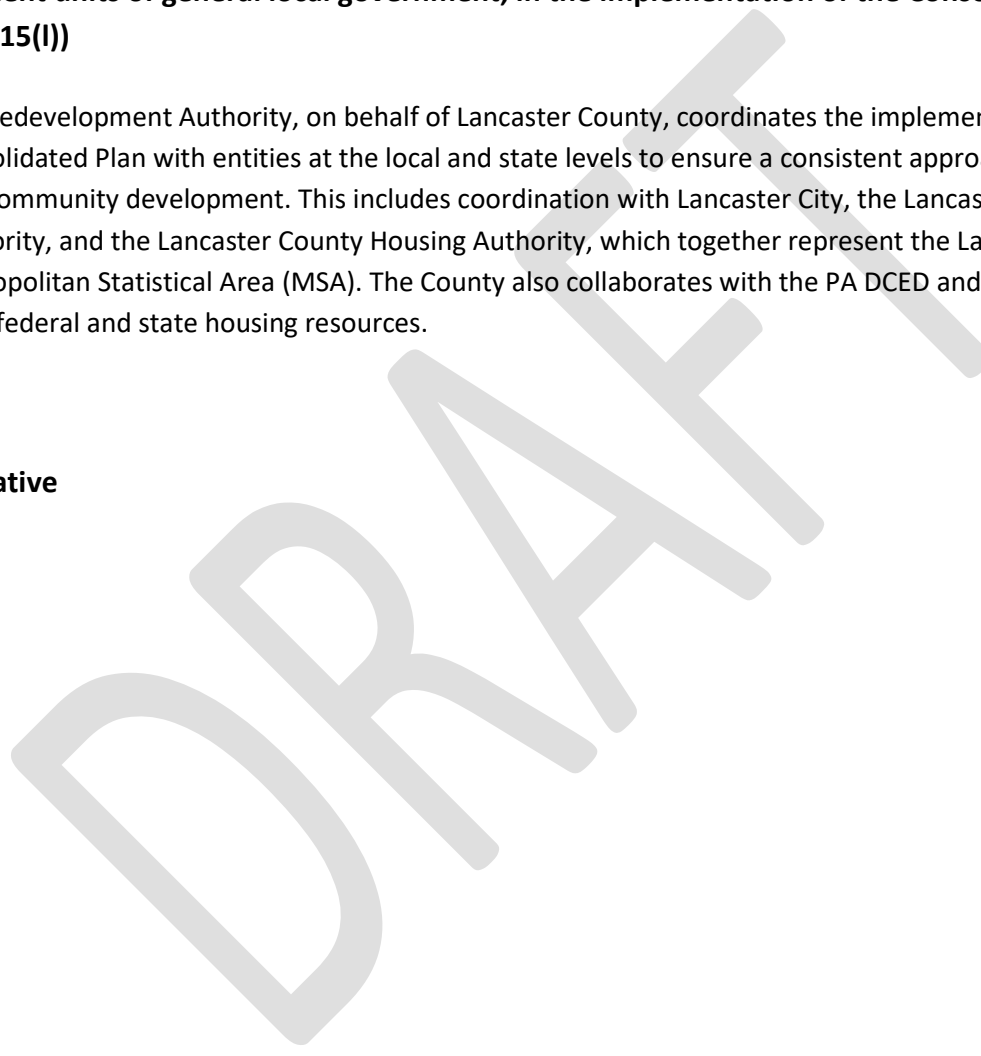
Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Lancaster County Coalition to End Homelessness	The goals of the strategic plan are fully aligned with the Continuum of Care plan.

**Table 3 – Other local / regional / federal planning efforts**

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))**

The Redevelopment Authority, on behalf of Lancaster County, coordinates the implementation of the Consolidated Plan with entities at the local and state levels to ensure a consistent approach to housing and community development. This includes coordination with Lancaster City, the Lancaster City Housing Authority, and the Lancaster County Housing Authority, which together represent the Lancaster Metropolitan Statistical Area (MSA). The County also collaborates with the PA DCED and the PHFA to align federal and state housing resources.

**Narrative**



**PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)**

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Newspaper Ad	Minorities  Non-English Speaking - Specify other language: Spanish  Persons with disabilities  Non-targeted/broad community				

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Public Meeting	Minorities  Non-English Speaking - Specify other language: Spanish  Persons with disabilities  Non-targeted/broad community				

**Table 4 – Citizen Participation Outreach**

# Needs Assessment

## NA-05 Overview

### Needs Assessment Overview

Lancaster County continues to experience strong population and household growth, accompanied by increasing pressures on the housing market. Housing demand has outpaced the rate of new unit production, particularly for affordable rental and owner-occupied units.

The County's most pressing needs relate to housing affordability, access to quality rental housing, aging housing stock, and limited availability of units appropriate for households with special needs. Market conditions reflect rising housing costs, slower wage growth among lower-wage workers, and increased competition for limited affordable units. These conditions collectively create vulnerability across very low-income households, seniors, single-person households, and large families.

One of the most urgent effects of these economic pressures in Lancaster County is an increase in the number of people experiencing homelessness. Since 2021, the county's annual count of homeless clients has increased, with a specific increase in the number of people counted as unsheltered. During 2023, 2024, and 2025, record numbers of unsheltered individuals on the county's annual Point in Time Count, with a high in 2024 or 122 people on a single night. The number of clients appearing in shelter and transitional housing projects for the first time has trended upward since 2021, as well. New projects designed to meet this need include a new low-barrier shelter project and a new community hub, still under development, which will include permanent supportive housing units for homeless clients with disabilities.

The Needs Assessment that follows evaluates the need across income categories, household types, and housing problems, providing the foundation for the County's strategies for 2026–2030.

## NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

### Summary of Housing Needs

Lancaster County with more than 560,000 residents and over 200,000 households, reflects population growth and a widening gap between households and the supply of affordable housing. Local income indicators confirm that incomes have not kept pace with rising housing costs. Growth in households, particularly aging households, small families, and single-person household, suggests increasing demand for affordable, accessible, and appropriately sized housing.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	0	543,150	
Households	0	204,035	
Median Income	\$204,035.00	\$0.00	-100%

**Table 5 - Housing Needs Assessment Demographics**

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

### Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	19,409	22,805	35,584	24,504	101,670
Small Family Households	4,547	5,903	12,101	9,553	52,244
Large Family Households	1,256	1,704	4,160	2,726	10,673
Household contains at least one person 62-74 years of age	4,372	6,411	7,653	6,091	24,335
Household contains at least one person age 75 or older	4,632	5,504	6,521	3,461	8,959
Households with one or more children 6 years old or younger	2,633	3,573	6,832	4,171	11,080

**Table 6 - Total Households Table**

Data Source: 2016-2020 CHAS

## Housing Needs Summary Tables

### 1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>										
Substandard Housing - Lacking complete plumbing or kitchen facilities	698	529	227	179	1,633	78	63	93	35	269
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	84	100	99	270	553	25	45	79	115	264
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	235	168	362	103	868	171	131	474	243	1,019
Housing cost burden greater than 50% of income (and none of the above problems)	7,904	3,516	608	195	12,223	4,327	2,928	1,508	347	9,110

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	1,415	5,335	4,351	829	11,930	1,146	3,471	5,715	2,485	12,817
Zero/negative Income (and none of the above problems)	813	0	0	0	813	576	0	0	0	576

**Table 7 – Housing Problems Table**

Data 2016-2020 CHAS  
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>										
Having 1 or more of four housing problems	8,931	4,320	1,306	752	15,309	4,605	3,182	2,138	735	10,660
Having none of four housing problems	3,504	6,952	11,931	7,544	29,931	2,367	8,327	20,163	15,505	46,362
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

**Table 8 – Housing Problems 2**

Data 2016-2020 CHAS  
Source:

### 3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>								
Small Related	2,734	3,092	1,757	7,583	1,197	1,637	2,803	5,637
Large Related	667	631	262	1,560	365	629	1,353	2,347
Elderly	3,485	3,408	1,862	8,755	3,150	3,362	2,042	8,554
Other	3,271	2,272	1,265	6,808	924	907	1,307	3,138
Total need by income	10,157	9,403	5,146	24,706	5,636	6,535	7,505	19,676

**Table 9 – Cost Burden > 30%**

Data 2016-2020 CHAS  
Source:

### 4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>								
Small Related	0	0	1,003	1,003	1,022	790	0	1,812
Large Related	0	0	108	108	291	396	316	1,003
Elderly	2,719	1,696	499	4,914	2,320	1,385	463	4,168
Other	0	2,908	1,010	3,918	836	0	0	836
Total need by income	2,719	4,604	2,620	9,943	4,469	2,571	779	7,819

**Table 10 – Cost Burden > 50%**

Data 2016-2020 CHAS  
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	279	233	309	208	1,029	196	117	467	328	1,108
Multiple, unrelated family households	60	10	112	25	207	0	53	89	30	172
Other, non-family households	30	30	33	135	228	0	0	10	0	10
Total need by income	369	273	454	368	1,464	196	170	566	358	1,290

Table 11 – Crowding Information - 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments:

**Describe the number and type of single person households in need of housing assistance.**

Single-person households make up a substantial portion of extremely low-income (0–30% AMI) and very low-income (30–50% AMI) households. Single adult households represent a significant portion of those experiencing housing cost burden or inadequate housing quality. Many rely on fixed incomes and face limited availability of small, affordable rental units. CHAS data indicate more than 8,900 households with at least one person age 75+ fall below 80% HAMFI, many of whom live alone and require accessible, affordable units. These households are likely to need assistance with both affordability and accessibility modifications.

**Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.**

CHAS data does not isolate domestic violence survivors. There is no known local source of data to determine the number and type of families in need of housing assistance who are disabled or victims of domestic violence, sexual assault and stalking. Figures can be obtained from service providers concerning people that have reached out for assistance for domestic violence, dating violence or stalking but it would not necessarily include all persons suffering these issues and include whether they are in need of housing assistance. Disabled households, particularly non-elderly disabled renters, face severe affordability barriers and limited supportive housing options.

### **What are the most common housing problems?**

Housing affordability is a significant issue across Lancaster County, particularly for renter households and those with incomes below 50% of AMI. Elderly households are disproportionately impacted, representing the largest share of cost-burdened households. The greatest need exists among extremely low- and very low-income households; however, a number of moderate-income renters also experience housing cost burden, indicating a lack of affordability beyond the lowest income groups. These conditions highlight the need for preserving existing affordable housing, expanding supply, and providing assistance to vulnerable populations.

Overcrowding and substandard housing, lacking plumbing or kitchen facilities, affect fewer households but are concerns among extremely low-income renters and large-family households.

### **Are any populations/household types more affected than others by these problems?**

Households most affected by these problems include:

- Extremely low-income renters (0–30% AMI)
- Elderly households, especially those aged 75+ living alone
- Large family households facing increased overcrowding
- Small related households with multiple wage earners in low-wage jobs
- Households with disabilities, particularly non-elderly disabled renters

Renters are consistently more impacted than owners due to limited supply of affordable units and low vacancy rates.

### **Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance**

Low-income families with children, particularly those below 50% AMI, are vulnerable to housing instability due to high rental costs relative to income, limited availability of affordable housing,

adequately sized units, and childcare and transportation expenses that reduce available housing dollars. These families are often on the brink of eviction. Households facing rising rents or expiring rental agreements are the most likely to be at risk.

Families exiting rapid re-housing programs commonly face insufficient income to sustain market rents, difficulty securing housing due to screening criteria, limited affordable inventory throughout the county and an ongoing need for case management support, specifically for budgeting, employment, and housing search. These families benefit from longer-term stabilization services, access to employment resources, and access to landlords with less rigid screening standards.

**If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:**

**Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness**

Characteristics contributing to instability include high rent-to-income ratios, an older, inefficient housing stock with high utility costs, units requiring significant repairs, informal rental agreements or month-to-month leases or rental units in areas with limited access to transit or employment. These conditions disproportionately affect extremely low-income households and contribute to higher risk of homelessness.

## **Discussion**

**NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205  
(b)(2)**

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction**

**0%-30% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	16,108	3,282	0
White	11,238	2,357	0
Black / African American	903	125	0
Asian	403	74	0
American Indian, Alaska Native	4	4	0
Pacific Islander	0	0	0
Hispanic	3,023	690	0

**Table 13 - Disproportionally Greater Need 0 - 30% AMI**

Data 2016-2020 CHAS  
Source:

\*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**30%-50% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	16,317	6,479	0
White	12,426	5,463	0
Black / African American	869	149	0
Asian	290	180	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Hispanic	2,638	489	0

**Table 14 - Disproportionally Greater Need 30 - 50% AMI**

Data 2016-2020 CHAS  
Source:

\*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

### 50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	13,528	22,022	0
White	11,418	18,499	0
Black / African American	609	930	0
Asian	239	294	0
American Indian, Alaska Native	4	15	0
Pacific Islander	55	0	0
Hispanic	1,074	1,968	0

**Table 15 - Disproportionally Greater Need 50 - 80% AMI**

Data 2016-2020 CHAS  
Source:

\*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

### 80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,804	19,754	0
White	4,230	17,023	0
Black / African American	105	579	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	119	328	0
American Indian, Alaska Native	0	25	0
Pacific Islander	0	0	0
Hispanic	330	1,630	0

**Table 16 - Disproportionally Greater Need 80 - 100% AMI**

Data 2016-2020 CHAS  
Source:

\*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

### Discussion

At the 0–30% AMI level, extremely low-income households across all racial and ethnic groups experience high rates of housing problems; however, several groups experience these problems at disproportionately higher levels compared to the overall population in this income level. Black/African American households show a high proportion with one or more housing problems compared to their representation countywide. Hispanic households also exhibit disproportionate need, with over 3,000 households experiencing housing problems which is significantly higher share of total households. Asian households experience housing problems at a high rate to their total number in this income category.

In the 30–50% AMI range, households of color continue to face a disproportionately higher incidence of housing problems relative to their share of the population. Black/African American households experience housing problems at elevated rates compared to the average for this income level. Hispanic households similarly show disproportionate need, indicating consistent affordability and housing quality challenges as incomes rise within the low-income range.

At the 50–80% AMI level, the proportion of racial and ethnic minority households experiencing housing problems continues to exceed the proportion of White households with similar incomes. Black/African American households again show higher rates of housing problems relative to their share of total households in this income level. Hispanic households also experience disproportionately greater need, with more than 1,000 households reporting housing problems in this income category.

Among households at 80–100% AMI, housing problems become significantly less common; however, racial disparities still exist. Black/African American households continue to show a higher share of housing problems than their share of the population. Hispanic households also exhibit higher rates of problems than average at this income level.

Across the board, lower-income minority households remain more vulnerable to unaffordable or inadequate housing. Although the overall number of households with housing problems decreases at moderate-income levels, minority households continue to experience barriers to accessing stable, adequate housing even as incomes rise. White households comprise the majority of those experiencing problems; however, this reflects the County's overall demographics. Need decreases as income increases; however, the disparities remain consistent.

DRAFT

## NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

### Introduction

#### 0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	13,536	5,871	0
White	9,375	4,246	0
Black / African American	763	265	0
Asian	294	178	0
American Indian, Alaska Native	4	4	0
Pacific Islander	0	0	0
Hispanic	2,608	1,100	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

\*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

#### 30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,502	15,279	0
White	6,092	11,789	0
Black / African American	249	755	0
Asian	170	290	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Hispanic	934	2,198	0

**Table 18 – Severe Housing Problems 30 - 50% AMI**

Data 2016-2020 CHAS  
Source:

\*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

### 50%-80% of Area Median Income

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Jurisdiction as a whole	3,444	32,094	0
White	2,933	26,986	0
Black / African American	130	1,409	0
Asian	124	404	0
American Indian, Alaska Native	4	15	0
Pacific Islander	0	55	0
Hispanic	239	2,803	0

**Table 19 – Severe Housing Problems 50 - 80% AMI**

Data 2016-2020 CHAS  
Source:

\*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

### 80%-100% of Area Median Income

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Jurisdiction as a whole	1,487	23,049	0
White	1,103	20,133	0

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Black / African American	70	614	0
Asian	34	413	0
American Indian, Alaska Native	0	25	0
Pacific Islander	0	0	0
Hispanic	260	1,700	0

**Table 20 – Severe Housing Problems 80 - 100% AMI**

Data 2016-2020 CHAS  
Source:

\*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

## Discussion

The racial and ethnic categories for 0-30% AMI showed a slight disproportionate needs for severe housing problems. All racial and ethnic categories in this income bracket had anywhere from 50%-74% of persons with one or more of four housing problems compared to the jurisdiction as a whole which was at 70%. The highest disproportionate need that has one or more of four housing problems is in the Black/African American group at 74%.

The racial and ethnic categories at 30-50% AMI did not show a disproportionate need. All reported racial and ethnic categories in this income bracket had anywhere from 25%-37% of persons with one or more of four housing problems compared to the jurisdiction as a whole which was 33%. The highest disproportionate need that has one or more of four housing problems can be seen in the Asian group at 37%.

Disparities exist primarily across extremely low-income ranges (0–30% AMI). All households face greater vulnerability to housing instability due to a combination of lower incomes, older housing stock, limited access to affordable rental options, and systemic housing challenges.

## NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

### Introduction

### Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	149,289	29,513	23,550	1,532
White	131,008	24,187	18,187	1,150
Black / African American	3,446	1,349	998	45
Asian	2,732	489	489	39
American Indian, Alaska Native	66	0	4	0
Pacific Islander	4	55	0	0
Hispanic	10,175	3,230	3,389	270

**Table 21 – Greater Need: Housing Cost Burdens AMI**

Data Source: 2016-2020 CHAS

### Discussion

Pacific Islander households have a disproportionately greater need in the 30-50% Housing Cost Burden category.

- The percentage of Pacific Islander households with a 30-50% cost burden is 93.22%
- This is 78.74 percentage points higher than the jurisdiction-wide rate of 14.48%.
- It is important to note that the small total household count (59) for this group can lead to extreme percentage values.

The remaining racial and ethnic groups (White, Black/African American, Asian, American Indian/Alaska Native, and Hispanic) do not show a difference of 10 percentage points in either of the cost-burden categories compared to the jurisdiction as a whole.

## **NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)**

### **Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?**

Households identifying as Black/African American and Hispanic/Latino experience a higher rate of housing problems including cost burden, severe cost burden, overcrowding, and substandard housing compared to the County's population as a whole. These disparities are especially pronounced in the 0–50% AMI income ranges, where minority households are more likely to experience higher housing cost burdens, overcrowding, and inadequate housing conditions.

### **If they have needs not identified above, what are those needs?**

Additional needs for impacted groups include increased access to affordable rental housing, preservation of affordable housing, improved access to transportation and services.

### **Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?**

In the community outside the city of Lancaster, there are generally no specific areas or neighborhoods defined by particular racial or ethnic groups. However, the county faces significant issues related to housing affordability, cost burden, aging housing stock and limited availability of units which affects residents across different areas. High rent burden is a county-wide concern, but it is particularly pronounced in the western regions of the county.

## NA-35 Public Housing - 91.405, 91.205 (b)

### Introduction

There is no public housing in Lancaster County, outside the city limits. The County Housing Authority administers Housing Choice Vouchers including Foster Youth to Independence (FYI), Project-Based (PBV), Non-Elderly Disabled (NED), Moderate Rehabilitation Program (MOD REHAB), and VASH vouchers.

### Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	95	533	1,763	74	1,638	36	0	1

**Table 22 - Public Housing by Program Type**

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

### Characteristics of Residents

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	
# Homeless at admission	0	0	0	0	0	0	0	0	0

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
# of Elderly Program Participants (>62)	0	19	165	298	38	254	6	0
# of Disabled Families	0	13	197	584	30	532	20	0
# of Families requesting accessibility features	0	95	533	1,763	74	1,638	36	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

**Table 23 – Characteristics of Public Housing Residents by Program Type**

Data Source: PIC (PIH Information Center)

**Race of Residents**

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	86	425	1,309	62	1,215	22	0	1
Black/African American	0	8	98	414	12	384	14	0	0
Asian	0	1	6	9	0	8	0	0	0
American Indian/Alaska Native	0	0	4	30	0	30	0	0	0

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Pacific Islander	0	0	0	1	0	1	0	0	0
Other	0	0	0	0	0	0	0	0	0

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

**Table 24 – Race of Public Housing Residents by Program Type**

Data Source: PIC (PIH Information Center)

### Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	13	327	835	42	780	6	0	0
Not Hispanic	0	82	206	928	32	858	30	0	1

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

**Table 25 – Ethnicity of Public Housing Residents by Program Type**

Data Source: PIC (PIH Information Center)

**Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:**

Lancaster County Housing Authority does not have any public housing.

**What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?**

The number of individuals on the waiting list for Housing Choice Vouchers at the Lancaster County Housing Authority is 356, down from 500 applications taken by lottery in 2023. Types of families on the Housing Choice Voucher Waiting list include single individuals, the elderly, people with disabilities, and families. The most immediate needs for Housing Choice voucher holders are finding affordable housing units within a limited time frame for housing search, assistance with security deposits, and reduced barriers, such as credit score requirements.

**How do these needs compare to the housing needs of the population at large**

The population at large would have similar needs to section 8 tenant-based voucher holders, except for a limited time frame for housing search, and potentially fewer personal barriers.

**Discussion**

## NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

### Introduction:

The Lancaster County Housing and Redevelopment Authorities (LCHRA) houses the Office for the Lancaster County Homelessness Coalition (O4C). The O4C serves as Lancaster County's CoC and HMIS Lead Agency. As a result, LCHRA is well-positioned to collect and examine data on homeless services and clients and thus make well-informed strategic funding decisions. Both Emergency Solutions Grants (ESG) and Community Development Block Grants (CDBG) are used to fund homeless services in Lancaster County. Such services run the gamut from Street Outreach to Rapid Rehousing and cover the entirety of the county.

### Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	8	131	445	189	38	116
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	56	351	1,757	706	92	53
Chronically Homeless Individuals	17	58	169	40	9	50
Chronically Homeless Families	17	55	159	38	7	50
Veterans	5	20	69	0	10	89
Unaccompanied Child	0	18	154	5	5	53
Persons with HIV	0	2	10	0	1	39

Table 26 - Homeless Needs Assessment

Data used: 2025 Point-in-Time Count data from HDX 2.0 (persons experiencing homelessness on a given night, 1/28/2025), 2024 System Performance Measures (first time homeless), APR data from HMIS (number homeless per year, exits from homelessness, average number of days homeless).

Indicate if the homeless population is: Partially Rural Homeless

**Rural Homeless Needs Assessment**

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	38	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	11	77	0	0	0	0
Chronically Homeless Individuals	0	5	0	0	0	0
Chronically Homeless Families	0	5	0	0	0	0
Veterans	0	1	0	0	0	0
Unaccompanied Youth	0	5	0	0	0	0
Persons with HIV	0	0	0	0	0	0

**Table 27 - Homeless Needs Assessment**

Data used: 2025 Point-in-Time Count data from HDX 2.0 (persons experiencing homelessness on a given night, 1/28/2025), 2024 System Performance Measures (first time homeless), APR data from HMIS (number homeless per year, exits from homelessness, average number of days homeless).

**Data Source Comments:**

**For persons in rural areas who are homeless or at risk of homelessness, describe the nature and extent of unsheltered and sheltered homelessness with the jurisdiction:**

Rural homelessness is difficult to measure in Lancaster County as a result of its geography and the limited number of places in the county that provide shelter. Almost all of the county's year-round shelter beds are located in Lancaster City. Some additional beds outside of the city open during winter months. This allows for a more accurate picture at each year's Point-in-Time Count. Estimating annualized numbers becomes difficult, however. There are social service providers in rural parts of the county and these providers report that there are unsheltered people living in their regions, whether that be in cars or other places not meant for habitation. Without projects to serve them, however, or more frequent surveys, knowing how many people are in rural homelessness, how long they find themselves in that situation, and where they end up--whether that be in permanent housing or in the City of Lancaster seeking service--is very difficult.

**If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):**

Data for these categories ("number of persons becoming and exiting homelessness each year" and "number of days that persons experience homelessness") comes from 12 months of HMIS data (10/1/2024 to 9/30/2025) for the following project types: Street Outreach (SO), Coordinated Entry (CE), Emergency Shelter (ES), Transitional Housing (TH), and Permanent Housing (PH). First-time homelessness is calculated using the System Performance Measures report. Exits are calculated using an Annual Performance Report.

**Nature and Extent of Homelessness: (Optional)**

<b>Race:</b>	<b>Sheltered:</b>	<b>Unsheltered (optional)</b>
White	269	44
Black or African American	110	8
Asian	3	2
American Indian or Alaska Native	7	0
Pacific Islander	0	0
<b>Ethnicity:</b>	<b>Sheltered:</b>	<b>Unsheltered (optional)</b>
Hispanic	107	8
Not Hispanic	375	56

**Data Source**  
**Comments:**

Data used: 2025 Point-in-Time Count data from HDX 2.0 (persons experiencing homelessness on a given night, 1/28/2025)

**Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.**

Looking at the same HMIS data set used to estimate the number of people experiencing homelessness each year in Lancaster County, we see that there were at least 212 families with children in need of housing assistance between 10/1/2024 and 9/30/2025. This is evidenced by an enrollment in a homeless service project, and as a result is necessarily an underestimation. This is because all client families will have been literally homeless at entry. That excludes a much larger group of families who needed housing assistance but were not yet homeless. Another method for estimating the number of families who needed housing assistance but who were not necessarily literally homeless is Pennsylvania's Education for Children and Youth Experiencing Homelessness (ECYEH) program. ECYEH data includes families who are at risk of homelessness, living temporarily in hotels, or in doubled up situations. ECYEH's most recent report showed 2,291 children in such situations. Even a conservative estimate based on this number shows that there are several times more families with children in need of housing assistance than there are families who enter homeless service projects.

Estimating the type of families with this need is challenging using HMIS data. The average family size among enrolled households between 10/1/2024 and 9/30/2025 was three. Unfortunately, it is not possible to estimate what type of households these were, whether that be single parent, dual parent, multigenerational, etc.

Between 10/1/2024 and 9/30/2025, there appear to have been eleven veteran families engaged in homeless services in Lancaster County's HMIS--that is, families that included a veteran and at least one other member. Most of these (7) were households that included children, as well.

Monthly estimates prepared as part of the Built For Zero initiative suggest that while the number of veterans experiencing homelessness has remained approximately flat, the number of families with children experiencing homelessness has increased greatly. Between August 2023 and November 2025, the number of actively homeless families counted each month more than doubled from 65 to 134.

### **Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.**

Comparing the race and ethnicity of homeless clients found in HMIS with race and ethnicity data for Lancaster County from the Census Bureau, some disparities can be found. There appears to be an overrepresentation of certain groups, including Black, African American or African (only 3.4% based on Census data, but 23.7% of homeless clients), Hispanic (3.5% vs. 10%), Black, African American or African and Hispanic (0.6% vs. 2.1%), and White and Hispanic (3.1% vs. 5.7%) along with an attendant underrepresentation of other groups, especially non-Hispanic White (79.8%, based on Census data, but 52.7% of homeless clients).

### **Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.**

Homelessness, both sheltered and unsheltered, is a worsening problem in Lancaster County. Since 2021, the number of people counted as homeless on the county's Point-in-Time Count has increased by 38.6%. Unsheltered homelessness in specific has accelerated since 2021. Previously, the greatest number of unsheltered people counted on one night was 26. 2024 saw 122. This is a 369% increase. While the largest concentrations of unsheltered homelessness has historically been found in Lancaster City, people can be found sleeping in cars along commercial arteries like Route 30 and in big box parking lots, as well as in places not meant for habitation, such as tents and sheds. This latter group is spread across the rural/agricultural areas of the county, making individuals difficult to locate and count. Sheltered homelessness, on the other hand, has also increased, but at a slower rate. In 2025, 482 people were counted as being sheltered homeless on the PIT compared with 394 in 2021. This is a 22.3% increase. Because the need for shelter locally is so high, the sheltered count can be expected to rise and fall with the availability of beds. A newly opened low-barrier shelter with 85 beds for adults, for example, will mean a sure increase in sheltered homelessness on the next PIT count.

### **Discussion:**

Based upon available data, the situation of homelessness in Lancaster County appears to be worsening. Of particular concern is the situation of unsheltered homelessness, which has exploded since 2021. As stated, there is a natural bias in measuring homelessness toward Lancaster City and away from rural homelessness because of the availability of service. This has the potential to become a vicious cycle, and steps must be taken to both better understand and better serve rural homeless. Continued partnership with community hubs distributed across the county as well as capacity-building with the help of the county's CoC Lead Agency, the Office for the Lancaster County Homelessness Coalition, will help to achieve this. The development of dedicated "in-house" shelter and transitional housing in rural locales

around the county remains a particularly large challenge. Threats to other sources of homeless service funding, including the Continuum of Care program, complicates this situation.

## **NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)**

### **Introduction**

#### **Describe the characteristics of special needs populations in your community:**

Lancaster County is home to a range of special needs populations whose housing stability and quality of life depend on the availability of affordable, accessible, and supportive housing. These populations include the elderly residents, many of whom live on fixed incomes and require units with accessibility features, proximity to services, and supportive environments that allow aging in place. People with physical, developmental, or intellectual disabilities, who often rely on accessible housing, in-home services, and rental units compatible with voucher programs or supportive housing subsidies. Individuals with behavioral health needs, including mental health conditions and substance use disorders, who require stable housing linked to case management and treatment. Also, survivors of domestic violence, who need emergency shelter options, confidential transitional housing, and pathways to long-term stable units. These populations often experience lower incomes, face barriers in competitive rental markets, and require housing connected to support systems.

#### **What are the housing and supportive service needs of these populations and how are these needs determined?**

Special needs populations require a combination of affordable housing, supportive housing, and access to services that address barriers to long-term stability.

Housing needs include:

- Units with accessibility features.
- Affordable rental units sized for single-person occupancy.
- Permanent supportive housing for individuals with disabilities or mental health needs.
- Transitional housing for survivors of domestic violence.
- Affordable senior housing developments.

Supportive service needs include:

- Case management, life skills training, and benefits navigation.
- Transportation assistance
- Mental health support.
- In-home personal care for elderly individuals.

- Employment and financial counseling services to support independence.

Needs are identified through consultation with service agencies, provider networks, the local Continuum of Care, area agencies on aging, disability organizations, and municipal partners.

**Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:**

Lancaster County is not an entitlement jurisdiction for HOPWA funds.

According to the Annual HIV Surveillance Report for 2024, Lancaster County has seen 29 new cases of HIV/AIDS. Statewide, HIV disease has disproportionately impacted persons of color. While persons living with HIV could benefit from stable, safe, and affordable housing, it is most impactful for other special needs populations with chronic medical needs

**If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))**

NA

**Discussion:**

## **NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)**

### **Describe the jurisdiction's need for Public Facilities:**

Lancaster County continues to experience significant need for safe and accessible public facilities that provide services to low- and moderate-income residents. Many community centers, senior facilities, youth-serving locations, and nonprofit-operated service buildings face aging infrastructure, outdated safety systems, and limited ADA accessibility. These conditions hinder their ability to effectively deliver essential programming, emergency response functions, digital access, and educational opportunities for residents.

As demand for services has increased, especially from households experiencing homelessness, seniors, individuals with disabilities, and families impacted by rising housing costs, public facilities require rehabilitation to meet current building codes, technology and connectivity standards, and energy-efficiency requirements. Facilities operated by nonprofits remain especially vulnerable, as they often lack the resources to make needed capital improvements without federal support.

### **How were these needs determined?**

Needs were identified through consultations with local nonprofit service providers and community-based organizations during the planning and funding cycles. Input from the Lancaster County Homeless Coalition, senior service agencies, and disability service providers highlighted facility limitations and the increased need for community spaces following the pandemic. Data from ongoing public facility assessments, community engagement sessions, and project applications demonstrate growing demand for investment to repair, update and create accessible facilities.

### **Describe the jurisdiction's need for Public Improvements:**

Public improvements remain a high priority throughout Lancaster County. Due to aging infrastructure, the county continues to see substantial need for upgrades to streets, sidewalks, pedestrian safety features, and utilities. Additionally, sidewalk gaps, ADA deficiencies, and aging water and sewer lines continue to impede neighborhood safety and mobility. The improvements are targeted in areas where it would benefit low-and-moderate-income residents.

Public improvements are also essential to support the development of affordable housing. As redevelopment and infill projects expand, infrastructure improvements such as road enhancements, utility upgrades, and environmental mitigation are required to support development feasibility and long-term sustainability.

### **How were these needs determined?**

Public improvement needs were assessed through coordination with municipal partners, alignment with the County's Places 2040 Comprehensive Plan, and review of infrastructure conditions in neighborhoods with concentrations of low- and moderate-income residents. Municipal plans, stormwater management studies, and infrastructure reports highlight the need for targeted public improvement investment.

### **Describe the jurisdiction's need for Public Services:**

The demand for public services in Lancaster County continues to exceed available funding. Public service needs are especially critical for those experiencing homelessness, housing instability, or severe cost burdens. As a result, the County prioritizes public service funding for programs that support emergency shelter services, housing stability, homelessness prevention, and supportive services for those transitioning into or maintaining permanent housing.

Increases in the cost of living, shortages of affordable housing, and higher rates of homelessness have intensified demand for case management, street outreach, diversion services, non-congregate sheltering options, and supportive housing services. Additionally, coordination among service providers continues to be essential as complex needs including behavioral health challenges, domestic violence, and youth homelessness have risen.

### **How were these needs determined?**

These needs were identified through consultations with the Lancaster County Homeless Coalition, local human service agencies, and community organizations. The County continues to direct limited public services funding towards programs that support emergency shelter, outreach, rapid-rehousing.

# Housing Market Analysis

## MA-05 Overview

### Housing Market Analysis Overview:

Lancaster County's housing market continues to experience demand driven by population growth and competition in both rental and homeownership markets. The County features a mix of older housing stock in outlying boroughs and newer suburban subdivisions, with significant variation in affordability and availability by location. Rental vacancy rates remain low across the County, contributing to rising rents and increased competition for affordable units. Also, home ownership remains out of reach for many low- and moderate-income households due to high sale prices and limited inventory in the lower price ranges. The County's aging housing stock requires ongoing investment in rehabilitation, accessibility improvements, and lead hazard mitigation. Housing affordability challenges will continue for extremely low-, very low-, and low-income households.

# MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2)

## Introduction

### All residential properties by number of units

Property Type	Number	%
1-unit detached structure	118,854	56%
1-unit, attached structure	44,004	21%
2-4 units	15,288	7%
5-19 units	15,682	7%
20 or more units	11,194	5%
Mobile Home, boat, RV, van, etc	7,126	3%
<b>Total</b>	<b>212,148</b>	<b>100%</b>

**Table 28 – Residential Properties by Unit Number**

Data Source: 2016-2020 ACS

### Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	313	0%	2,744	4%
1 bedroom	1,605	1%	14,969	24%
2 bedrooms	19,014	13%	23,688	38%
3 or more bedrooms	120,627	85%	21,059	34%
<b>Total</b>	<b>141,559</b>	<b>99%</b>	<b>62,460</b>	<b>100%</b>

**Table 29 – Unit Size by Tenure**

Data Source: 2016-2020 ACS

### Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Lancaster County (outside of the City of Lancaster limits) offers 1354 rental units that are subsidized through either HUD and LIHTC. There may be other subsidized housing units that are funded through LIHTC or FHA and not funded through HUD. Of that amount, 406 units are restricted to elderly tenants. Also, 37 units are designated for special needs populations. The remaining rental units are targeted for general occupancy. The majority of the units serve tenants with incomes below 60% AMI.

### Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Currently, Lancaster County is not expected to lose designated affordable housing units. The housing market continues to experience demand driven by population growth and competitive pressures in both rental and homeownership markets. The County features a mix of older housing stock in outlying boroughs and newer suburban subdivisions with variations in affordability and availability by location. Rental vacancy rates remain low across the County, contributing to rising rents and increased competition for affordable units. Also, home ownership remains out of reach for many low- and moderate-income households due to high sale prices and limited inventory in the lower price ranges. The County's aging housing stock requires ongoing investment in rehabilitation, accessibility improvements, and lead hazard mitigation. Housing affordability challenges will continue for extremely low-, very low-, and low-income households.

### **Does the availability of housing units meet the needs of the population?**

No, Lancaster County faces a housing crisis characterized by a lack of available affordable housing units that lead to housing cost burden especially for low- to moderate- income households. Housing needs include the creation of new units, with a focus on affordable and diverse options like smaller homes and rentals, and the rehabilitation of existing affordable homes.

### **Describe the need for specific types of housing:**

Lancaster County faces a significant housing crisis characterized by a demand for smaller, affordable units and an affordability gap for residents earning below 80% of the Area Median Income (AMI). The supply and demand imbalances have led to median rents rising dramatically, outpacing local wage increases and leaving many residents spending more than 30% of their income on housing. Households with the lowest incomes, the situation is particularly acute, making it difficult to afford necessities like food and healthcare and putting them at higher risk of homelessness.

### **Discussion**

# MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

## Introduction

### Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	0	0	0%
Median Contract Rent	0	0	0%

Table 30 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	7,282	11.7%
\$500-999	32,038	51.3%
\$1,000-1,499	16,616	26.6%
\$1,500-1,999	3,321	5.3%
\$2,000 or more	2,804	4.5%
<b>Total</b>	<b>62,061</b>	<b>99.4%</b>

Table 31 - Rent Paid

Data Source: 2016-2020 ACS

### Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	2,595	No Data
50% HAMFI	11,122	6,432
80% HAMFI	33,413	29,432
100% HAMFI	No Data	47,988
<b>Total</b>	<b>47,130</b>	<b>83,852</b>

Table 32 – Housing Affordability

Data Source: 2016-2020 CHAS

### Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	986	1,106	1,393	1,820	1,847
High HOME Rent	724	869	1,091	1,317	1,450

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Low HOME Rent	667	715	857	990	1,105

**Table 33 – Monthly Rent**

Data Source: HUD FMR and HOME Rents

**Is there sufficient housing for households at all income levels?**

Housing affordability indicates that sufficient housing is not available for households at all income levels, with the greatest gaps affecting extremely low- and very low-income households. Approximately 2,595 rental units are affordable to households earning 30 percent of HAMFI, indicating a significant shortage for extremely low-income households. At 50 percent of HAMFI, affordability improves but remains limited, with 11,122 rental units and 6,432 owner units available. Housing availability increases substantially at 80 percent and 100 percent of HAMFI, affordability is concentrated in the owner market, with 47,988 owner units identified. Overall, while housing is more available for moderate- and middle-income households, there remains a clear shortage of affordable rental and ownership options for households earning below 50 percent of HAMFI, particularly at the lowest income levels.

**How is affordability of housing likely to change considering changes to home values and/or rents?**

Affordability of housing is likely to decrease due to home values and rents rising faster than wages. Median rent in the county has increased significantly and the trend of increasing rents has continued. Average rents have increased each year while vacancy rates have remained low. Home prices have also been trending upwards. This makes homeownership less attainable for many. Rising construction costs and land prices make developing new affordable units challenging, further constraining the supply of new and more affordable housing options.

**How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?**

Fair market rents and HOME rents are typically set to be affordable for households at or below 50% or 65% of the Area Median Income (AMI). However, actual area median market rate rent is often higher than what is affordable for lower-income households within these AMI brackets, leading to significant cost burdens. The County's primary strategy is to support the development of more affordable housing while also preserving existing stock of affordable housing through rehabilitation programs.

**Discussion**

Affordable housing is a significant concern for Lancaster County and the City of Lancaster, as the existing market does not meet the needs of households at all income levels. Extremely low- and very low-income households face the greatest challenges, with limited options in both the rental and ownership markets. The low rental vacancy rate further constrains availability, making it difficult for low- and moderate-income households to obtain affordable housing. Overall, the County and City lack sufficient affordable housing inventory to meet demand, highlighting the need for affordable units for households at the lowest income levels.

## MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

### Introduction

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

- Standard Condition - A unit that meets Section 8 Housing Quality Standards as established and published at 24CFR 887.21.
- Substandard Condition but Suitable for Rehabilitation - A unit that would not currently meet Section 8 Quality Standards, but could be brought into compliance with local codes for less than the replacement cost.

### Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	27,415	19%	26,773	43%
With two selected Conditions	875	1%	1,813	3%
With three selected Conditions	33	0%	190	0%
With four selected Conditions	0	0%	15	0%
No selected Conditions	113,195	80%	33,640	54%
<b>Total</b>	<b>141,518</b>	<b>100%</b>	<b>62,431</b>	<b>100%</b>

Table 34 - Condition of Units

Data Source: 2016-2020 ACS

### Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	24,239	17%	9,893	16%
1980-1999	42,257	30%	15,500	25%
1950-1979	43,287	31%	19,026	30%
Before 1950	31,767	22%	18,018	29%
<b>Total</b>	<b>141,550</b>	<b>100%</b>	<b>62,437</b>	<b>100%</b>

Table 35 – Year Unit Built

Data Source: 2016-2020 CHAS

### Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	75,054	53%	37,044	59%

Housing Units build before 1980 with children present	14,293	10%	10,665	17%
---	--------	-----	--------	-----

**Table 36 – Risk of Lead-Based Paint**

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

### Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

**Table 37 - Vacant Units**

### Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

Because over 55% of housing in Lancaster County was built prior to 1979, there is a strong likelihood that the condition of housing is in need of rehabilitation. While the number of substandard housing units are relatively low in the County, that does not mean that housing conditions are not in need of rehabilitation.

### Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

Approximately 35% of households in Lancaster County had a household income below 80% of the area median income. Of the approximately 112,098 housing units built prior to 1979, it can be estimated that 40,000 of them are occupied by a low or moderate income household. Having lead based paint in the home is not evidence there is an immediate hazard; however, the likelihood of a lead based paint hazard is significantly higher if the painted surfaces are not properly maintained and have chipping, peeling, or flaking paint.

### Discussion

The Redevelopment Authority also plans on addressing vacant and blighted properties through the Vacant Property Reinvestment Board (VPRB) and the Lancaster County Land Bank Authority. These tools allow for rehabilitation of vacant housing.

## MA-25 Public And Assisted Housing - 91.410, 91.210(b)

### Introduction

Lancaster County, outside of the Lancaster City limits, does not have any public housing. Lancaster County Housing Authority has a voucher count of 904 units, consisting of 868 Housing Choice, 7 Foster Youth to Independence, 1 Homeownership, 16 VASH, and 13 special purpose vouchers. In addition to the vouchers for the Housing Choice Voucher program, Lancaster County has 102 privately owned Moderate Rehabilitation units. Our budget authority currently supports 793 units. Lancaster County maintains an active waiting list of 372 individuals.

### Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	95	564	1,871	89	1,782	0	0	405
# of accessible units									
<b>*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition</b>									

Table 38 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

### Describe the supply of public housing developments:

### Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Lancaster County, outside of the Lancaster City limits, does not have any public housing.

The Lancaster City Housing Authority (LCHA) owns and maintains 469 public housing units in the City of Lancaster. Farnum Street East (FSE) and Church Street Towers (CST) are both nine story high rises and have a total of 270 apartments that range in size from efficiency to two bedrooms. The residents of FSE and CST are individuals with disabilities and/or elderly. Franklin Terrae (FTC) and Susquehanna Court (SQC) are family developments with a total of 199 units. Those units range in size from two bedrooms to five bedrooms. All of LCHA's housing stock was built in the 1960's and 1970's.

**Public Housing Condition**

<b>Public Housing Development</b>	<b>Average Inspection Score</b>
AMP012 (SQC and FTC)	93
AMP034 (CST and FSE)	84

**Table 39 - Public Housing Condition**

**Describe the restoration and revitalization needs of public housing units in the jurisdiction:**

Façade upgrades are needed at Farnum Street East and the family sites. Other renovations needed include subflooring, bathroom fixtures, main water lines and drain pipe replacements and window replacements.

**Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:**

LCHA is currently undergoing several extensive projects. At the family sites, many kitchens and bathrooms are being renovated along with new furnaces and water heaters. Central air conditioning is being installed at Frankin Terrace. Future plans are in discussion for central air conditioning at Susquehanna Court. LCHA recently installed a VRF system at Church Street Towers that has improved the heating system and provides central air conditioning. Major brick restoration, roof replacement and window replacements are in progress at Church Street Towers.

**Discussion:**

## MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

### Introduction

Lancaster County has year-round homeless response system with facilities located in the City of Lancaster, and outlying areas including Columbia, Elizabethtown, Ephrata, and Paradise, along with some scattered-site projects. Community hubs located throughout the area serve as vital connection points where individuals and families can be assessed and prioritized by the county's Coordinated Entry System. Multiple area agencies also provide homelessness prevention, rapid rehousing services, and/or permanent supportive housing units.

### Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	57	20	118	86	0
Households with Only Adults	194	85	83	167	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	24	90	0
Unaccompanied Youth	0	0	0	0	0

**Table 40 - Facilities Targeted to Homeless Persons**

**Data Source Comments:** Based upon 2025 Housing Inventory Count

**Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons**

The Continuum of Care (CoC) homelessness response system requires providers to connect households with local mainstream services, including employment assistance. Lancaster County's CoC Lead Agency publishes an annual Standards and Procedures Manual establishing expectations that providers help all eligible clients access employment and non-cash benefits like SNAP and TANF to stabilize their situations. Federal funding contracts for homelessness providers reinforce this requirement.

Street outreach workers and case managers actively support clients by accompanying them to benefits offices and helping them navigate complex systems. Similar support extends to employment services through CareerLink and the Workforce Development Board, as well as health insurance enrollment. For able-bodied individuals, securing gainful employment is essential for achieving sustainable housing. These three elements—non-cash benefits, cash income, and health insurance—work together to complement targeted services for people experiencing homelessness.

Physical health, mental health, and addiction services complement homelessness services throughout Lancaster County. Several partner organizations provide free healthcare, including Union Community Care, Lancaster General Health Street Medicine, and Lancaster County Emergency Management System (LEMSA). Beyond its community paramedicine program, LEMSA operates a mobile shower truck that offers paramedic care, showers, clothing, and hygiene products at no charge to clients countywide.

Lancaster County's Behavioral Health and Developmental Services (BHDS) employs a homeless liaison who connects clients with mental health services when needed. Blueprints for Recovery addresses substance abuse and recovery through both street outreach, day center, inpatient and outpatient treatment. The CoC's homelessness response system maintains a broad coalition of providers extending well beyond overnight shelters, recognizing that wraparound services, benefits, and stable income are all essential to sustaining clients' long-term success.

**List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.**

Lancaster County has facilities specifically designed for homeless families with children and veterans, including family emergency shelters, crisis housing, and transitional housing. While most facilities are located in Lancaster City, some serve rural areas east and west of the city. Veterans also have access to VASH vouchers for permanent supportive housing. Dedicated street outreach teams serve veterans, unaccompanied youth, and individuals with mental illness, connecting them to available shelter beds and complementary services.

The county provides diverse shelter options designed to meet varying client needs, with particular emphasis on low-barrier access. The recent opening of 85 low-barrier emergency shelter beds has

significantly expanded capacity to serve chronically homeless individuals. From emergency shelter, clients can transition into the appropriate level of housing program (rapid rehousing or permanent housing), independent living, or reunification with natural supports.

Lancaster County is currently developing and improving services for unaccompanied youth through a collaboration with two neighboring counties. As a recipient of HUD's Youth Homelessness System Improvement grant, the county is enhancing coordination of existing youth services. Additionally, a community partner organization is developing nine transitional housing units for youth aging out of foster care.

## **MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)**

### **Introduction**

Lancaster County and the Continuum of Care (CoC) recognizes that certain populations in our community need intensive supportive services to secure and maintain permanent housing. However, Lancaster County's high cost of living and extremely low rental vacancy rates present compounded challenges for these vulnerable groups. To address this gap, we are prioritizing the development of targeted services and facilities, particularly for at-risk youth.

### **Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs**

The elderly and disabled, those with substance use disorders or HIV/AIDS, youth, and public housing residents experience compounded challenges—they are more likely to lose housing and face significant barriers to obtaining it. Because preventing homelessness is far more effective than addressing it after the fact, Lancaster County collaborates with partner organizations that specialize in serving each vulnerable population. Service partners include Lancaster County Behavioral Health & Developmental Disabilities, which supports individuals with severe mental illness and developmentally differently-abled, the county Office of Aging, which supports the elderly, Tenfold and Spanish American Civic Association, which support individuals with HIV/AIDS, and Valley Youth House, which supports unaccompanied youth. Additionally, there are various organizations and faith communities that have initiatives to assist individuals who are vulnerable and marginalized.

Many essential services for special needs populations depend on publicly funded resources. Partner organizations assist clients in securing mainstream benefits and health insurance, both of which are vital to long term financial stability. Additional services are tailored to the unique needs of specific groups. For example, the Lancaster County Office of Aging facilitates intergenerational shared housing arrangements for older adults, while the County Behavioral Health and Developmental Services program reserves permanent supportive housing units for individuals with serious mental illness. Local Housing Authorities provide financial literacy training through Family Self Sufficiency programs. Furthermore, new housing units currently under development will support youth transitioning out of foster care, helping to reduce the risk of homelessness. Available local resources are insufficient to address the increasing demand for affordable housing and homelessness services.

### **Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing**

The CoC recognizes the importance of ensuring that individuals returning from physical and mental health institutions back home in Lancaster County receive the appropriate level of care embraced with

dignity. Lancaster County is fortunate to have several providers trained and equipped to work with individuals returning to the community. For example, Water Street Mission has a recuperative care program along with residential housing. Further, Tenfold and United Disabilities Services have housing programs that provide supportive services that are tailored to support the client. Last, Lancaster County Behavioral Health and Developmental Services (BHDS) have a mental health component serving individuals with severe mental illness with trained professional care.

The Lancaster community is ripe with partnerships between physical and health providers and service agencies to ensure that clients returning to the community receive the services they need. Water Street Mission, for example, partners with Lancaster General Health (LGH) take patients into recuperative care who are leaving inpatient care but have no permanent housing. Case managers will collaborate with the clients to secure housing and follow-up care. Tenfold's Crisis Housing program operates similarly with supportive services and limited rental assistance. Another example is LGH's Street Medicine team that provides street outreach (physicians and case manager) to assist with meeting medical needs for those unhoused, advocating for hospitalization (when appropriate), and engaging in housing discussions with clients. Further, there exists bridge services between Wernersville State Hospital and BHDS in coordinating community care. All are designed to ensure that patients do not fall into homelessness and are able to continue to receive the medical and/or mental healthcare they need post institutional discharge.

**Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)**

The CoC will continue its dedicated collaboration with partner organizations to serve special needs/marginalized populations. Among the efforts, the CoC intends to expand its homelessness eviction prevention across the county. County partners providing eviction prevention include Tenfold (city/county), Elizabethtown Community Housing & Outreach Services (western part of county), The Factory Ministries (far eastern part of county), CrossNet Ministries (eastern part of county), Good Samaritan Services (north-east part of county), Lancaster County Food Hub (Lancaster city), REAL Life Ministries (far northern part of the county), and Solanco Neighborhood Ministries (southern part). Taken together, this network of providers covers nearly the entirety of the county's geography. Clients can be referred for these services through Coordinated Entry and/or network of homelessness providers.

Further, Lancaster County has set aside units in new property developments by HDC Mid Atlantic, Chestnut Housing, and Community Basics, Inc that are specifically for households experiencing homelessness. Fortunately, the County Housing Authority has dedicated housing vouchers for individuals experiencing homelessness.

**For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs**

**identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))**

## **MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)**

### **Describe any negative effects of public policies on affordable housing and residential investment**

Pennsylvania is a commonwealth in which primary authority for housing related public policies resides with local municipalities. Lancaster County includes 60 municipalities, each of which adopts its own zoning, subdivision, and development regulations. The County serves in an advisory role and does not have authority to alter municipal policies.

Local zoning and subdivision ordinances may limit housing density, restrict multifamily or smaller housing types, or impose minimum lot size and parking requirements that increase development costs. In addition, building codes and impact fees can raise construction and rehabilitation costs. Collectively, these policies discourage residential investment and constrain the development and preservation of affordable housing across the County.

## MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

### Introduction

Lancaster County has a vibrant and growing business community that serves many of its local needs well. It has rebounded from the COVID-19 epidemic economically and finds itself in a stable position. However, it suffers from several limiting factors that have the potential to stifle future growth. Local partner organizations, including the Lancaster County Workforce Development Board, Lancaster County Planning Commission, and the local Economic Development Corporation, work together to understand local conditions and how their interactions may create new opportunities or demand intervention. Specific topics covered in this section will include local demographic shifts, issues pertaining to land use and zoning, availability of housing resources, and the skills and education level and needs of the county's current residents.

### Economic Development Market Analysis

#### Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	2,720	3,314	1	2	1
Arts, Entertainment, Accommodations	21,497	20,149	11	11	0
Construction	15,762	16,426	8	9	1
Education and Health Care Services	40,211	31,133	20	17	-3
Finance, Insurance, and Real Estate	8,596	6,680	4	4	0
Information	2,840	2,288	1	1	0
Manufacturing	33,326	35,174	17	19	2
Other Services	7,622	6,747	4	4	0
Professional, Scientific, Management Services	16,533	13,106	8	7	-1
Public Administration	0	0	0	0	0
Retail Trade	26,808	26,069	13	14	1
Transportation and Warehousing	11,073	12,899	6	7	1
Wholesale Trade	11,672	13,094	6	7	1
Total	198,660	187,079	--	--	--

**Table 41 - Business Activity**

**Data Source:** 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

## Labor Force

Total Population in the Civilian Labor Force	251,916
Civilian Employed Population 16 years and over	243,580
Unemployment Rate	3.26
Unemployment Rate for Ages 16-24	11.99
Unemployment Rate for Ages 25-65	2.06

**Table 42 - Labor Force**

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	57,576
Farming, fisheries and forestry occupations	7,355
Service	22,932
Sales and office	50,931
Construction, extraction, maintenance and repair	26,389
Production, transportation and material moving	19,243

**Table 43 – Occupations by Sector**

Data Source: 2016-2020 ACS

## Travel Time

Travel Time	Number	Percentage
< 30 Minutes	156,392	70%
30-59 Minutes	54,582	24%
60 or More Minutes	13,079	6%
<b>Total</b>	<b>224,053</b>	<b>100%</b>

**Table 44 - Travel Time**

Data Source: 2016-2020 ACS

## Education:

### Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	18,599	773	10,616

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	61,145	1,604	15,607
Some college or Associate's degree	46,734	1,077	8,593
Bachelor's degree or higher	63,439	1,444	7,294

**Table 45 - Educational Attainment by Employment Status**

Data Source: 2016-2020 ACS

### Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	4,087	4,669	3,467	5,986	7,228
9th to 12th grade, no diploma	4,503	3,920	3,816	8,071	7,984
High school graduate, GED, or alternative	14,515	16,371	14,181	47,837	36,659
Some college, no degree	10,218	9,484	7,986	18,019	12,011
Associate's degree	1,944	5,409	5,738	9,824	4,309
Bachelor's degree	4,668	15,263	11,650	21,421	13,512
Graduate or professional degree	157	5,397	6,917	11,507	10,151

**Table 46 - Educational Attainment by Age**

Data Source: 2016-2020 ACS

### Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	3,097,653
High school graduate (includes equivalency)	3,572,713
Some college or Associate's degree	3,723,324
Bachelor's degree	4,212,064
Graduate or professional degree	4,620,877

**Table 47 – Median Earnings in the Past 12 Months**

Data Source: 2016-2020 ACS

### Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The largest employment sectors within Lancaster County are Education and Healthcare Services followed by Manufacturing. The third largest is Retail Trade.

## **Describe the workforce and infrastructure needs of the business community:**

Lancaster County is especially limited in terms of the land available for new development. On average, there is less than one 10-acre parcel of land zoned industrial per municipality in the urban growth areas that is suitable for industrial development. A lack of room for growth means that businesses may have to relocate to locations that have enough room for growth. This would represent not only a loss of jobs, but also a loss of businesses with an investment in the community. The county's unemployment rate locally increased slightly in 2025.

In general, Lancaster County has a low unemployment rate, with a median of 3.8% in the last three years. Some workforce needs identified by the county's Economic Development Corporation include a shortage of skilled labor, and the need for younger workers to fill roles left by those aging out of the workforce. While the local labor force participation rate for adults between the ages of 20 and 64 has increased in the last ten years, its most recent number, 82%, suggests that there is the potential for more people to enter the workforce. Many of Lancaster's largest industrial employers require skilled labor. This has been identified as a gap. Demographic shifts are also a concern. Between 2000 and 2020, 9.7% more of the county's population entered the 55+ age bracket. At the same time, there was 6.2% less people in the prime working years of 25-54.

Data from Lancaster County's Workforce Development Board shows that industries with high projected growth include Transportation and Warehousing, Professional & Technical Services, and Health Care & Social Assistance. These fields are expected to grow both in terms of percentage (percentage growth over previous levels) and raw numbers (higher annual growth when compared with other professions) between 2022 and 2032. Specific positions identified as high-priority include Operations Managers, Registered Nurses, Nursing Assistants, Truck Drivers, Freight Movers, and Industrial Mechanics and Installers. The Workforce Development Board has especially highlighted the need for social support, education, and job opportunities for disconnected youth--that is, young people aged 16 to 24 who are neither working nor in school. Better connecting young people with available resources stands to solve some of the county's demographic concerns and need for more skilled young workers.

However, infrastructure poses some challenges to fulfilling these workforce needs. Specifically, a lack of available housing puts a limit both on the ability of new residents to move to Lancaster County and for existing residents to remain in place. As of 2022, Lancaster County had the lowest vacancy rate out of all metropolitan statistical areas in the United States at 3.5%. By the most recent measure, it had the second lowest rental vacancy rate of any county in Pennsylvania.

There is, in other words, a need for development in both industrial and residential sectors. Businesses may struggle to expand and stay local without more industrial development. And already we see that there is a need for more residential development in order to support existing industry.

**Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.**

Some planned local private business investments in Lancaster County include those by Eurofins Lancaster County Labs (\$145 million, supporting 200 jobs), CoreWeave (\$20 billion, supporting 300 jobs), and Glaxo Smith Kline (\$800 million, supporting 200 jobs). All of the projects associated with these investments require the use of local construction labor, as well. There is a need felt, according to our local Economic Development Corporation, for more skilled workers in construction, electrical, and HVAC to satisfy the greater demand. Given that local data shows that workers in the trades tend to be older and thus approaching retirement, this need is even more urgent. There is a need in the county for upskilling, particularly in but not limited to the trades. Workforce development projects like the ones undertaken by the county's Workforce Development Board can help to fill these gaps.

While these investments and the new jobs they represent are exciting, they return us to the infrastructure problem described above. Lancaster County has an exceptionally low vacancy rate and is challenged in terms of its available space for development. There is an urgent need to develop more housing in order to satisfy the demand.

**How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?**

The Lancaster County Workforce Development Board (LCWDB) has identified a number of gaps in the skills and education of Lancaster County's workforce. While there is a projection for jobs growth across all education levels, the highest rates of growth forecasted between 2022 and 2032 are in jobs requiring a bachelor's degree or an advanced degree. Lancaster County has both a lower rate of high school education among adults than the state of Pennsylvania and the nation as a whole and a lower rate of adults with bachelor's degrees than the nation as a whole. Specific deficits have been identified among positions requiring at least an associate's degree. Some of these, including Operations Managers, have also been identified as specific areas of growth within the county. Taken together, this suggests that there is a need to improve the educational attainment of current residents or attract more highly-educated workers from other regions. LCWDB has programs and partnerships designed to help fill these gaps, including apprenticeships, Career Ready Lancaster (which brings together the education community, business community and community-based organizations with the shared goal of connecting people to careers), and relationships with local universities.

**Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.**

Lancaster County relies on its Workforce Development Board to lead local workforce development efforts. Founded in 1999, the Lancaster County Workforce Development Board (LCWDB) is authorized through the federal Workforce Innovation and Opportunity Act (WIOA) of 2014 to be the lead Lancaster County's workforce planning. In addition to its own efforts, the Workforce Development Board administers funds and oversight of PA CareerLink Lancaster County. LCWDB manages a number of initiatives, including Incumbent Worker Training, designed to help businesses and organizations up-skill their current workforce, apprenticeships, online career development tools for workers, and training and screening tools for employers. CareerLink, on the other hand, provides job search services, career readiness workshops, recruitment events, career navigation, on-the-job training, online learning, and supportive services for workers.

All of these programs and services taken together serve to match workers with available positions and help workers to improve within existing positions while supporting employers. This should continue to increase the county's workforce participation rate, mentioned above. LCWDB is aware of the growing need for younger people to enter the workforce, especially in the trades, to replace exiting older workers. This is an important need to fulfill if Lancaster County is to sustain its existing industry, much less grow as it plans to.

**Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?**

No

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

Lancaster County does not participate in a Comprehensive Economic Development Strategy. Local economic growth is not actively coordinated via a plan or initiative. However, the Lancaster County Planning Commission's Places2040 comprehensive plan, adopted by the Lancaster County Board of Commissioners in October, 2018, articulates principles for local growth and establishes priorities for local leaders. Places2040 has served as a guide for other local plans, including the more recent Northwestern Lancaster County Comprehensive Plan. Recent economic growth locally has been driven by private investments such as a planned 9 million dollar GSK facility, and public investments like the Pennsylvania Department of Community and Economic Development's Main Street Matters grant program. The county hopes to achieve greater local coordination of these efforts through the collaboration of local government with for- and non-profit organizations. Local, up-to-date data from organizations like Lancaster County's Economic Development Corporation, along with previously existing plans like Places2040, will facilitate this.

**Discussion**

Lancaster County's healthy local economy, strong existing workforce, and desirable geographic position put it in a good position economically. Recent private investments demonstrate that firms are interested in coming to the county and expanding their existing operations. These large investments and the jobs they create have the potential to draw new job seekers to the region, and this is to be celebrated. However, the county's existing workforce has skill and education needs that must be addressed if a balanced local economy is to be maintained. On the other hand, other factors, such as a lack of available and affordable housing, stand to not only continue to plague existing residents, but stifle new workers from coming to the county. The efforts of local advocates, boards, and organizations have the potential to meet some local workforce needs, but it will require the coordination of representatives from government, non-profits, and businesses to address the county's housing and development needs.

## **MA-50 Needs and Market Analysis Discussion**

### **Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")**

It was not possible to determine the distribution of multiple housing problems across the jurisdiction; therefore, no assessment could be made as to whether concentrations exist. Concentrations are defined as areas where the rate of multiple housing problems is at least ten (10) percentage points higher than the jurisdiction as a whole.

### **Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")**

HUD defines areas of racial or ethnic concentration as geographic areas where the percentage of a specific minority or ethnic group is at least ten (10) percentage points higher than the jurisdiction's overall percentage.

Based on the Lancaster County Planning Data Dashboard:

Lancaster County Overall:

- White comprises approximately 80% of the population.
- African American represents about 3.41%.
- Asian is approximately 2.34%.
- Hispanic or Latino (of any race) comprises roughly 11.3%.

The City is substantially more diverse than the County as a whole. According to 2019-2023 Census data, the City's population was 38.2% non-Hispanic White, 14.7% non-Hispanic African American, 42.8% Hispanic/Latino (of any race), and 2.8% Asian.

Outside the boundaries of Lancaster City, concentrations of racial and ethnic minorities are generally much lower relative to the County as a whole. Data indicate limited minority percentages outside urban centers.

### **What are the characteristics of the market in these areas/neighborhoods?**

LMI areas in Lancaster County are characterized by a higher concentration of renter-occupied housing. These neighborhoods usually include older housing stock. This renter market reflects both affordability constraints and limited access to homeownership opportunities for LMI households. As a result, there is an ongoing need to support rental housing through rehabilitation of existing units, development of new affordable rental housing, and programs that assist tenants in maintaining housing stability.

### **Are there any community assets in these areas/neighborhoods?**

LMI areas outside of the City of Lancaster benefit from community resources that support neighborhood stability and access to essential services. Areas provide access to public schools, parks, libraries, and municipal facilities. In addition, nonprofit organizations, faith-based institutions, and community service providers operate within these areas to deliver housing assistance, food access, and supportive services to LMI residents. Continued support for housing rehabilitation, infrastructure improvements, and expanded services will help strengthen these communities and address the needs of LMI populations residing outside the City.

**Are there other strategic opportunities in any of these areas?**

Strategic opportunities in these areas include properties conducive to adaptive reuse and the presence of neighborhood organizations.

## **MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)**

### **Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.**

Lancaster County continues to have pockets of underserved areas adjoined to incumbent internet service providers, but not large areas without any service. There aren't significant programs or efforts currently in Lancaster County to provide internet access. Rural areas with heavily Amish populations and areas to the west of the County along the Susquehanna River remain the most challenging from an infrastructure perspective. Based on census data, the largest undeserved group is the 11% of households who rely on cellular data for internet connection and lack any other type of service. 7% of households have no internet access whatsoever. Only a small fraction of a percent of households have non-broadband wired internet access. Households with annual income of less than 20,000 dollars are much more likely than others to lack internet access, although a substantial percentage (13%) of households with an annual household income between 20,000 dollars and 74,999 thousand dollars also lack an internet subscription.

### **Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.**

While some regions of the county now have more than one internet service provider, including the City of Lancaster and some denser suburban areas, there is still a need for greater competition in much of the county. Overall, Lancaster County has a variety of internet service providers but patchwork coverage and insufficient competition among providers.

## **MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)**

### **Describe the jurisdiction's increased natural hazard risks associated with climate change.**

Lancaster County is experiencing increased natural hazard risks associated with climate change, particularly related to extreme precipitation and rising temperatures. More frequent and intense rainfall events have increased the risk of riverine and flash flooding, placing stress on aging stormwater infrastructure, transportation systems, and residential areas, especially those located in floodplains and low-lying areas. Flooding can damage housing and result in costly repairs and displacement. The County is also experiencing higher average temperatures. Increased heat can negatively impact public health, put strain on energy systems, and exacerbate housing vulnerabilities, particularly in older housing stock that lacks adequate cooling or energy efficiency improvements. These climate-related hazards disproportionately affect low- and moderate-income households, which often have limited resources to prepare for, respond to, or recover from natural disasters.

### **Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.**

Analysis of ACS data, LMI areas, FEMA floodplain maps, and local housing and infrastructure data indicates that housing occupied by low- and moderate-income (LMI) households in Lancaster County is more vulnerable to climate-related hazards. LMI households are more likely to reside in older housing stock and in areas subject to flash flooding, increasing exposure to property damage and displacement during extreme rainfall events. These units often lack modern stormwater drainage, elevation, or energy-efficient cooling systems, increasing sensitivity to both flooding and extreme heat. Limited financial resources, higher housing cost burdens, and lower rates of insurance coverage reduce the ability of LMI households to prepare for, respond to, and recover from natural hazard events, resulting in disproportionate impacts to housing stability and public health.

# Strategic Plan

## SP-05 Overview

### Strategic Plan Overview

During the 2026-2030 period, the Redevelopment Authority of the County of Lancaster will administer approximately \$23 million in federal funding through the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) programs. These funds are designated to address critical community needs of developing and preserving affordable housing, developing and repairing public improvements and infrastructure, and supporting public and homelessness services.

Federal regulations require that these funds primarily benefit low- and moderate-income (LMI) individuals and families. The county has identified multiple census block groups with concentrated LMI populations that meet the exception criteria of 45.2% or higher to qualify for this funding. These qualifying block groups are distributed throughout the county.

The Strategic Plan's Goals during this 5-year period are as follows:

- Increase the number of units rehabilitated
- Creation of new units
- Improve public infrastructure and facilities
- Stabilization and long term support
- Response to urgent needs
- Planning and administration

## SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

### Geographic Area

Table 48 - Geographic Priority Areas

<b>1</b>	<b>Area Name:</b>	City of Lancaster
	<b>Area Type:</b>	General
	<b>Other Target Area Description:</b>	General
	<b>HUD Approval Date:</b>	
	<b>% of Low/ Mod:</b>	
	<b>Revital Type:</b>	
	<b>Other Revital Description:</b>	
	<b>Identify the neighborhood boundaries for this target area.</b>	This is a general target area that covers the entire City of Lancaster in order to distinguish the County and City's Consortium allocation.
	<b>Include specific housing and commercial characteristics of this target area.</b>	The City of Lancaster represents largest concentration of low- to moderate-income households, aging housing stock, and the ongoing need for reinvestment in both residential neighborhoods and commercial areas. The City bears a disproportionate share of affordable housing needs and infrastructure demands.
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	The City of Lancaster in collaboration with the lead entity of the County of Lancaster have formed a HOME consortia to address affordable housing needs in the community.
<b>Identify the needs in this target area.</b>	The City's housing stock is predominantly older, urban housing, including rowhomes and small multifamily properties developed prior to modern building and energy codes. Many units require rehabilitation to address code deficiencies, lead-based paint hazards, accessibility barriers, and energy inefficiency. Due to rising housing costs there has been an increased demand of affordable units for renters and first-time homebuyers, particularly among households earning below 80 percent of Area Median Income (AMI). Targeted investment in rental rehabilitation and affordable housing development is necessary to preserve existing units and stabilize neighborhoods.	

	<b>What are the opportunities for improvement in this target area?</b>	
	<b>Are there barriers to improvement in this target area?</b>	
<b>2</b>	<b>Area Name:</b>	County of Lancaster
	<b>Area Type:</b>	General
	<b>Other Target Area Description:</b>	General
	<b>HUD Approval Date:</b>	
	<b>% of Low/ Mod:</b>	
	<b>Revital Type:</b>	
	<b>Other Revital Description:</b>	
	<b>Identify the neighborhood boundaries for this target area.</b>	This target area covers the entire county of Lancaster and includes all 59 municipalities that are part of the Urban County entitlement in order to distinguish the County and City's Consortium Allocation.
	<b>Include specific housing and commercial characteristics of this target area.</b>	<p>Rising construction costs, limited land availability, and increased demand have contributed to housing affordability challenges in the County, particularly for low- and moderate-income households, elderly population, and first-time homebuyers. Rental housing options are limited with shortages of affordable, quality rental units in the municipalities and boroughs. These conditions place pressure on the existing housing supply and increase the risk of housing cost burden for LMI households.</p> <p>Small borough and municipal commercial areas provide services, neighborhood retail, and local employment but often encounter aging commercial buildings and competition from larger retail centers. In LMI communities, investment is needed to address vacancy, deferred maintenance, and infrastructure improvements such as water, sewer, and pedestrian upgrades.</p>
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	N/A

	<b>Identify the needs in this target area.</b>	General need for affordable housing, public improvements and housing services.
	<b>What are the opportunities for improvement in this target area?</b>	
	<b>Are there barriers to improvement in this target area?</b>	

**General Allocation Priorities**

Describe the basis for allocating investments geographically within the state

Areas with a concentration of low-income households are defined as those areas where more than 51 percent of the households having incomes less than 80 percent of the Median Family Income. According to this definition, there are only two qualified census tracts in Lancaster County. Because the County has so few areas where 51 percent or more of the population is of low or moderate income, it determines the fundability of its activities using the "exception criteria", established by HUD. Under this rule, activities located in areas of the County with low-and moderate-income populations, which exceed 45.2 percent (exception criteria) of the total population of the area, would generally meet the minimum requirement of principally benefitting low-and moderate-income persons. There are many census block groups of concentrated low-and moderate-income persons and families, distributed throughout the County, that currently meet the exception criteria.

The City and County of Lancaster have determined that joining together, as a consortium, to obtain funding under the HOME program will increase their ability to provide affordable housing for the very low-, low-and moderate-income residents of the City and County. The targeted percentage of funds to the City represents the HOME funding that will be distributed for programs benefiting city residents.

## SP-25 Priority Needs - 91.415, 91.215(a)(2)

### Priority Needs

Table 49 – Priority Needs Summary

<b>1</b>	<b>Priority Need Name</b>	Preservation of Existing Housing
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Persons with Physical Disabilities
	<b>Geographic Areas Affected</b>	General General
	<b>Associated Goals</b>	Increase the number of housing units rehabilitated Planning and Administration
	<b>Description</b>	Lancaster County prioritizes the preservation of existing housing as a cost-effective strategy to maintain and extend the supply of affordable housing for low- and moderate-income (LMI) households. Rehabilitation of existing units is generally more efficient than new construction, allowing the County to prevent the loss of affordable units while maximizing the impact of limited federal resources. Preservation activities also contribute to neighborhood stability by addressing deferred maintenance, improving housing quality, and sustaining property values. Through continued reinvestment in the existing housing stock, the County supports long-term housing sustainability and ensures that safe, decent, and affordable housing remains accessible to residents most in need.
	<b>Basis for Relative Priority</b>	The priority of housing preservation is based on the significant number of low- and moderate-income (LMI) households residing in aging housing and the risk of losing affordable units due to deterioration. Preservation is cost-effective and maintains existing affordable housing compared to new construction. Data identifies quality of housing and affordability as critical needs within the community. Preservation protects existing supply and local housing needs.

2	<b>Priority Need Name</b>	Expand Housing Supply
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Persons with Physical Disabilities
	<b>Geographic Areas Affected</b>	General General
	<b>Associated Goals</b>	Creation of new housing units Planning and Administration
	<b>Description</b>	Lancaster County prioritizes the expansion of the housing supply to address the ongoing shortage of affordable housing available to low- and moderate-income (LMI) households. The County will support the development of new rental and homeownership units through strategic investment of federal resources in coordination with private and nonprofit partners. Expanding the housing inventory helps relieve market pressure, improve housing choice, and increase access to safe, decent, and affordable housing across a range of household types, including families, seniors, and vulnerable populations.
	<b>Basis for Relative Priority</b>	Lancaster County's priority to expand the housing supply is based on documented market conditions indicating a shortage of affordable units available to low- and moderate-income (LMI) households. Data from the housing market analysis, stakeholder consultation, and community engagement consistently identify limited inventory, rising housing costs, and increased competition for available units as significant barriers to housing access. These conditions disproportionately impact LMI households, seniors, and other vulnerable populations.
3	<b>Priority Need Name</b>	Reducing Blight
	<b>Priority Level</b>	High

	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Persons with Physical Disabilities
	<b>Geographic Areas Affected</b>	General
	<b>Associated Goals</b>	Increase the number of housing units rehabilitated Creation of new housing units Planning and Administration
	<b>Description</b>	Lancaster County prioritizes the reduction of blight through the acquisition of existing vacant, abandoned, and deteriorated properties throughout the County. Blighted structures negatively impact neighborhood stability, contribute to declining property values, and pose health and safety risks to residents. By acquiring these properties, the County can facilitate rehabilitation, redevelopment, or clearance activities that return underutilized structures to productive use.
	<b>Basis for Relative Priority</b>	By reducing blight in areas with the greatest concentration of need, the County can strategically support reinvestment, and create opportunities for future housing or community development activities that benefit LMI residents.
4	<b>Priority Need Name</b>	Improve Public Infrastructures
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Non-housing Community Development
	<b>Geographic Areas Affected</b>	General

	<b>Associated Goals</b>	Improve public infrastructures and facilities Planning and Administration
	<b>Description</b>	Lancaster County identifies the improvement of public infrastructure and facilities as a priority need to support safe, functional, and sustainable communities. Many areas throughout the County, particularly those serving low- and moderate-income (LMI) populations, experience aging or inadequate infrastructure, including streets, sidewalks, water and sewer systems, stormwater management, and public facilities. The investment is necessary to address health and safety concerns, ensure accessibility, and support overall community stability.
	<b>Basis for Relative Priority</b>	Municipal improvement plans, stakeholder consultation, and community concerns highlight the need for upgrades and replacements to ensure infrastructure remains safe, reliable, and compliant with current standards. These needs are often located in LMI areas which have limited resources to address infrastructure challenges. The provision of safe drinking water, treatment of sanitary sewer needs and management of potentially dangerous storm water runoff can significantly improve the living environment of LMI neighborhoods.
<b>5</b>	<b>Priority Need Name</b>	Address housing & homelessness needs w/ public ser
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Rural Chronic Homelessness Individuals Families with Children Mentally Ill veterans Victims of Domestic Violence Unaccompanied Youth Elderly
	<b>Geographic Areas Affected</b>	General General

<b>Associated Goals</b>	Stabilization, long term support, & urgent needs Planning and Administration
<b>Description</b>	Lancaster County identifies the need to address housing instability and homelessness through public services as a priority to support low- and moderate-income (LMI) residents and vulnerable populations. Public service activities, including housing counseling, shelter operations, street outreach, homelessness prevention and rapid rehousing, provide interventions that address immediate housing crisis while promoting long-term stability. These services assist households in maintaining or regaining housing, reducing the risk of homelessness, and facilitating transitions to permanent housing.
<b>Basis for Relative Priority</b>	The need for public services that address housing instability and homelessness is based on increases in housing cost burden and demand for emergency and supportive housing services. Data and stakeholder consultations indicate that LMI households and vulnerable populations continue to face significant barriers to attaining stable housing, rising rents, and insufficient income.

**Narrative (Optional)**

Lancaster County has identified priority needs based on data analysis and consultations. The County’s housing stock is aging and the real estate market continues to remain unaffordable for LMI households. Also, vulnerable populations face ongoing risks of housing instability and homelessness. In response, the County will prioritize preservation of existing housing to maintain affordability and expanding the housing supply through new construction to increase inventory. Efforts to reduce blight and improve public infrastructures will support safe communities. In addition, public services will address housing instability and homelessness by providing critical support such as shelter, rapid rehousing, street outreach and housing counseling. These priorities reflect an approach to addressing current needs and supporting community sustainability.

## SP-30 Influence of Market Conditions - 91.415, 91.215(b)

### Influence of Market Conditions

<b>Affordable Housing Type</b>	<b>Market Characteristics that will influence the use of funds available for housing type</b>
Tenant Based Rental Assistance (TBRA)	Lancaster County does not administer Tenant-Based Rental Assistance (TBRA) through the HOME or CDBG programs. Tenant-based rental assistance in Lancaster County is primarily provided through the Housing Choice Voucher program administered by the Lancaster County Housing Authority. Given the availability of this program, Lancaster County prioritizes the use of HOME and CDBG funds to increase the supply and quality of affordable housing through construction, rehabilitation, and preservation activities rather than tenant-based rental assistance.
TBRA for Non-Homeless Special Needs	Lancaster County does not utilize HOME or CDBG funds for TBRA for non-homeless special needs populations. Assistance for these households is generally provided through other federal or local housing programs, including Housing Choice Vouchers administered by the Lancaster County Housing Authority. Instead, Lancaster County focuses federal housing resources on expanding and preserving affordable housing units that can serve a range of income levels.
New Unit Production	Market conditions indicate an ongoing shortage of affordable housing units in Lancaster County, particularly rental units affordable to households earning less than 80 percent of Area Median Income (AMI), and a critical shortage for households earning below 50 percent AMI. Rising housing costs, population growth, and limited new affordable housing construction have contributed to increased demand for affordable rental housing. Additionally, rising home sale prices have made entry into homeownership increasingly difficult for first-time buyers and moderate-income households. Consultation with housing providers and social service agencies also identified increased demand for affordable housing options for Seniors (age 62+), as Lancaster County’s population continues to age and many seniors live on fixed incomes. Stakeholders also noted the need for housing opportunities for young adults transitioning out of foster care, as well as homeless and at-risk youth, who often face barriers to securing stable housing due to limited income and lack of rental history. As a result, Lancaster County will prioritize the use of HOME funds to support the development of new affordable rental housing and homeownership opportunities during the 2026–2030 Consolidated Plan period.

<b>Affordable Housing Type</b>	<b>Market Characteristics that will influence the use of funds available for housing type</b>
Rehabilitation	A significant portion of Lancaster County’s housing stock was constructed prior to 1980, indicating the need for continued investment in housing rehabilitation and repair. Older housing units may require substantial improvements to address structural issues, accessibility needs, energy efficiency, and potential lead-based paint hazards. Rehabilitation programs supported through CDBG funds will continue to play an important role in preserving the existing housing stock, improving housing quality, and maintaining affordability for low- and moderate-income households. Rehabilitation activities are also an important strategy for assisting senior homeowners who may struggle to maintain aging homes while living on fixed incomes.
Acquisition, including preservation	Older affordable rental housing developments in Lancaster County require ongoing reinvestment to maintain safe and quality living conditions. Preservation of existing affordable housing is important for maintaining long-term affordability and preventing the loss of existing affordable units. Over the past several years, the Redevelopment Authority has supported the preservation of affordable housing through the use of HOME, CDBG, and other financing tools. Lancaster County will continue to support acquisition, rehabilitation, and preservation activities that extend the affordability and useful life of existing housing during the 2026–2030 Consolidated Plan period.

**Table 50 – Influence of Market Conditions**

**SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)**

**Introduction**

Primary funding sources include federal entitlement grants administered by HUD: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds. These resources are supplemented by program income, prior year funds, and leveraged with public and private investments.

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,834,734	620,000	0	3,454,734	13,018,936	CDBG funds will be used for County Owner-Occupied Housing Activities, Renter-Occupied Housing Activities, Public Improvements and Infrastructure, Public Services, and Planning and Administration.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,599,024	145,000	0	1,744,024	6,976,094	HOME funds will be used for County and City Rental and Homeownership Housing Activities and Planning and Administration.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	247,856	0	0	247,856	991,424	ESG funds will be used for Homelessness Activities that address Homeless Prevention, Rapid Re-Housing, Emergency Shelter, Street Outreach and Planning and Administration.

**Table 51 - Anticipated Resources**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The Redevelopment Authority requires that all applicants provide matching federal, state, and local funds during the programs Request for Proposal (RFP) process. For public infrastructure improvement projects, a 10 percent match of other non-federal funding is required. Non-profit organizations requesting CDBG funding for public service activities are also required to provide matching funds. There is no obligated amount of matching funds an applicant must provide to leverage CDBG funds for public service activities; however, applicants with more leveraged funding are more competitive in the allocation process. All applicants requesting ESG funding for homeless activities must provide a one to one match of other federal, state, local, and private funds. Frequent sources of ESG match are United Way funds, private donations, and foundation awards.

The HOME program requires a 25 percent match which is generally obtained through partnerships with affordable housing developers; however, the County may access the local Affordable Housing Trust fund if additional matching funds are needed.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

NA

**Discussion**

## SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Redevelopment Authority of the County of Lancaster	Redevelopment authority	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
Lancaster County Planning Commission	Departments and agencies	Non-homeless special needs Planning neighborhood improvements	Jurisdiction
Tenfold	Non-profit organizations	Homelessness Non-homeless special needs Rental public services	Jurisdiction
Spanish American Civic Association Development Corp (SACA)	CHDO	Ownership Rental	Jurisdiction
COMMUNITY BASICS, INC.	CHDO	Rental	Region
COMMUNITY ACTION PARTNERSHIP OF LANCASTER COUNTY	Non-profit organizations	Homelessness Non-homeless special needs public facilities public services	Jurisdiction

<b>Responsible Entity</b>	<b>Responsible Entity Type</b>	<b>Role</b>	<b>Geographic Area Served</b>
UNITED DISABILITIES SERVICES, INC.	Non-profit organizations	Non-homeless special needs public services	Jurisdiction
YWCA Lancaster	Non-profit organizations	Homelessness Non-homeless special needs Rental public facilities public services	Jurisdiction
UNITED WAY	Philanthropic organization	Homelessness Non-homeless special needs	Jurisdiction
HDC Mid Atlantic	Developer	Ownership Rental	Region
Economic Development Company of Lancaster County	Private Industry	Economic Development	Jurisdiction
City of Lancaster	Government	Economic Development Homelessness Non-homeless special needs Ownership Public Housing Rental neighborhood improvements public facilities public services	Other

**Table 52 - Institutional Delivery Structure**

**Assess of Strengths and Gaps in the Institutional Delivery System**

Lancaster's institutional delivery system maintains strong communication and collaboration across organizations. The Redevelopment Authority, which administers HUD funding on behalf of Lancaster County, has established partnerships with countywide planning, affordable housing, homelessness, and economic development agencies. Building on these existing relationships will support the implementation of new services and improvements to current programs. As community needs continue to grow, the system requires additional housing units, funding, and enhanced collaboration to close the gap.

**Availability of services targeted to homeless persons and persons with HIV and mainstream services**

<b>Homelessness Prevention Services</b>	<b>Available in the Community</b>	<b>Targeted to Homeless</b>	<b>Targeted to People with HIV</b>
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance			
Rental Assistance	X	X	
Utilities Assistance	X	X	
<b>Street Outreach Services</b>			
Law Enforcement	X		
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
<b>Supportive Services</b>			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X	X	X
HIV/AIDS	X		X
Life Skills	X	X	X
Mental Health Counseling	X	X	
Transportation	X	X	
<b>Other</b>			

**Table 53 - Homeless Prevention Services Summary**

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

The CoC homelessness response system includes multiple social service agencies offering street outreach, homelessness prevention, and housing programs. The CoC lead agency coordinates regular provider meetings to strengthen collaboration, share knowledge, and consult on cases to better serve clients. The CoC operates centralized intake and assessment through Coordinated Entry at United Way of Lancaster County, accessible to providers countywide. This intervention uses a standardized assessment tool that identifies household needs and determines appropriate next steps. The tool also evaluates chronic homelessness status, length of time being unsheltered, and flags households requiring higher levels of care.

Our local homelessness response system depends on strong coordination and a commitment to understanding the population being served. This means sharing data through systems like the Homeless Management Information System (HMIS), monitoring outcomes, and using performance measures to drive improvement. Cross-sector collaboration—among housing, health, behavioral health, education, and law enforcement partners—is essential. The CoC lead agency monitors monthly data on households entering the homelessness response system. Combined with the annual Point-in-Time Count each January and HMIS data from service providers, this information enables the CoC to refine and expand services to meet community needs. Additional funding is essential to address growing demand.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

At the front end of the system, prevention and diversion efforts aim to stop homelessness before it starts. This means identifying individuals and families at risk—such as those facing eviction, sudden loss of income, or unsafe living conditions—and intervening early. Eviction prevention (which may include legal assistance, mediation, or emergency rental assistance) help households stabilize and avoid entering the homeless system. Diversion initiatives work at the “front door” of the system, helping people find alternatives to shelter or other subsidized programs —such as staying with family or resolving disputes with landlords.

The CoC recognizes several gaps that function as barriers to the stability of households experiencing homelessness, including systemic factors of lack of living wage, lack of affordable housing options, and the need for additional social services. Local conditions underscore the urgency of these efforts. Lancaster County’s population has grown to approximately 555,000, while rental vacancy rates remain among the lowest nationally at around 4.6%. Affordable housing is increasingly out of reach. For example, an individual must earn \$26.79 per hour in a full-time 40-hour job in order to afford a two-bedroom apartment at the current rental market rate in Lancaster County. (“Out of Reach 2025 report” by the National Low Income Housing Coalition).

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

Regarding housing, Lancaster County’s Planning Commission is working with municipalities to speed the growth of affordable housing through reducing the administrative burden associated with zoning and facilitating access to planning data are notable positive steps. Further, targeted prevention measures—such as short-term rental assistance and legal mediation—remain critical to reducing inflow into homelessness. The CoC is actively seeking to expand the availability of prevention funding for homelessness providers working with the clientele.

Through a three-year strategic plan, launching in Spring 2026, the CoC adopts a strategy to build formal, ongoing partnerships across housing, health, behavioral health, and social service systems to deliver

integrated, person-centered care. This approach emphasizes shared planning, coordinated protocols, and cross-sector data sharing to break down silos and align resources. By institutionalizing collaboration among agencies and providers, communities can create a seamless network that addresses housing, health, and social needs together—improving outcomes, reducing duplication, and fostering long-term stability for individuals and families

Looking ahead, Lancaster County’s housing and homelessness system’s flexible and adaptive posture is critical to sustainability. Scenario planning for multiple funding outcomes, regular portfolio reviews to balance permanent housing with transitional and treatment-oriented models, and readiness for expanded LIHTC and other local opportunities will be essential. Homelessness service providers can likely expect heightened documentation requirements and potential changes in data-sharing standards, ensuring compliance while safeguarding client privacy.

## SP-45 Goals - 91.415, 91.215(a)(4)

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase the number of housing units rehabilitated	2026	2030	Affordable Housing	County of Lancaster	Preservation of Existing Housing Reducing Blight	CDBG: \$3,877,886 HOME: \$848,107 ESG: \$0	Rental units rehabilitated: 100 Household Housing Unit  Homeowner Housing Rehabilitated: 200 Household Housing Unit
2	Creation of new housing units	2026	2030	Affordable Housing	County of Lancaster City of Lancaster	Expand Housing Supply Reducing Blight	CDBG: \$900,000 HOME: \$7,000,000 ESG: \$0	Rental units constructed: 40 Household Housing Unit  Homeowner Housing Added: 5 Household Housing Unit  Buildings Demolished: 1 Buildings
3	Improve public infrastructures and facilities	2026	2030	Non-Housing Community Development	County of Lancaster	Improve Public Infrastructures	CDBG: \$6,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 37500 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Stabilization, long term support, & urgent needs	2026	2030	Homeless Non-Homeless Special Needs	County of Lancaster City of Lancaster	Address housing & homelessness needs w/ public ser	CDBG: \$2,441,050 HOME: \$0 ESG: \$1,146,334	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted  Public service activities other than Low/Moderate Income Housing Benefit: 7500 Persons Assisted  Tenant-based rental assistance / Rapid Rehousing: 625 Households Assisted  Homeless Person Overnight Shelter: 2500 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Planning and Administration	2026	2030	Administration and Planning	County of Lancaster City of Lancaster	Preservation of Existing Housing Expand Housing Supply Reducing Blight Improve Public Infrastructures Address housing & homelessness needs w/ public ser	CDBG: \$3,254,734 HOME: \$872,011 ESG: \$92,946	Other: 0 Other

Table 54 – Goals Summary

**Goal Descriptions**

1	<b>Goal Name</b>	Increase the number of housing units rehabilitated
	<b>Goal Description</b>	Increase the number of housing units rehabilitated by supporting programs that address health, safety, and code deficiencies in existing housing occupied by low- and moderate-income (LMI) households. This includes prioritizing repairs that preserve long-term affordability, prevent displacement, and extend the useful life of the County's aging housing stock and improving overall living conditions.

2	<b>Goal Name</b>	Creation of new housing units
	<b>Goal Description</b>	Increase the number of new housing units created by supporting the development of affordable rental and homeownership opportunities for LMI households. This includes general occupancy housing, elderly housing (aged 62+) and vulnerable youth (aged 18-25), including those at risk of homelessness or transitioning from foster care. The County will utilize HOME funds to finance new construction that expands the housing supply, improves affordability to meet community needs.
3	<b>Goal Name</b>	Improve public infrastructures and facilities
	<b>Goal Description</b>	Fund public infrastructure and facilities that strengthen and improve safety, accessibility, and overall quality of life for low- and moderate-income (LMI) communities. This includes improvements to water and sewer systems, streets, sidewalks, stormwater management, and public facilities such as community centers and service hubs. These investments support reliable infrastructure and create safe, functional environments for residents.
4	<b>Goal Name</b>	Stabilization, long term support, & urgent needs
	<b>Goal Description</b>	Lancaster County prioritizes stabilization, long-term support, and urgent response through public services that address homelessness and housing instability. Using ESG and CDBG resources, the County supports emergency shelter operations, rapid rehousing, homelessness prevention, and outreach to quickly stabilize households in crisis. The County also invests in housing counseling, case management, and supportive services to promote long-term housing stability and self-sufficiency. Funding targets urgent needs to address health and safety, with services coordinated through the Continuum of Care and community partners to ensure effective use of resources and improved outcomes for LMI households and vulnerable populations.
5	<b>Goal Name</b>	Planning and Administration
	<b>Goal Description</b>	Planning and administrative funding to carry out the strategic plan goals.

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

Lancaster County estimates that during the 2026 -2030 Strategic Plan to provide affordable housing through the creation of rental housing, homeownership and other related housing programs as follows

- Extremely low-income: 40 households
- Low-income: 145 households
- Moderate-income: 15 households

**SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)**

**Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)**

Lancaster County does not own public housing. However, all rental housing complies with the Section 504 requirements.

**Activities to Increase Resident Involvements**

Lancaster County does not own public housing.

**Is the public housing agency designated as troubled under 24 CFR part 902?**

N/A

**Plan to remove the 'troubled' designation**

N/A

## **SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)**

### **Barriers to Affordable Housing**

Pennsylvania is a commonwealth in which primary authority for housing related public policies resides with local municipalities. Lancaster County includes 60 municipalities, each of which adopts its own zoning, subdivision, and development regulations. The County serves in an advisory role and does not have authority to alter municipal policies.

Local zoning and subdivision ordinances may limit housing density, restrict multifamily or smaller housing types, or impose minimum lot size and parking requirements that increase development costs. In addition, building codes and impact fees can raise construction and rehabilitation costs. Collectively, these policies discourage residential investment and constrain the development and preservation of affordable housing across the County.

### **Strategy to Remove or Ameliorate the Barriers to Affordable Housing**

Because housing related public policies are established at the municipal level, Lancaster County's strategy focuses on collaboration, education, and incentives rather than regulatory changes. The County will work with municipalities and agencies doing work in this space to promote awareness of how zoning, land use regulations, and development standards affect housing affordability and supply. Technical assistance and data sharing through the County's new housing data platform, will provide help to municipalities and balance local planning goals with affordable housing needs. In addition, the County will leverage federal and state housing resources, including CDBG, HOME, and other funding programs, to offset development costs, support rehabilitation of existing housing stock, and creation of new affordable housing development. These strategies aim to reduce financial barriers, encourage residential investment, and expand access to affordable housing across Lancaster County.

## **SP-60 Homelessness Strategy - 91.415, 91.215(d)**

Describe how the jurisdiction's strategic plan goals contribute to:

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The CoC uses a multi-layered strategic approach to engage unsheltered individuals in decision-making and needs assessment. People with lived experience participate at multiple levels: serving on the CoC governance board, joining the Homeless Advocacy Board (which includes 8-12 individuals recently experiencing homelessness), and contributing through focus groups. This feedback directly strengthens services provided by the CoC homelessness response system.

The CoC also maintains an active By-Name List of unsheltered individuals known to homeless service providers. (The CoC recognizes that additional unsheltered individuals in the community may not yet be connected to services.) An interdisciplinary team meets bi-weekly to address the needs of nearly 500 individuals by name, focusing on placement in appropriate housing and care. The Coordinated Entry assessment tool and coordinated social services have increased accountability for serving these individuals. However, emergency shelters and housing programs currently operate at capacity, and limited affordable housing options remain a significant challenge.

### **Addressing the emergency and transitional housing needs of homeless persons**

When prevention and early intervention efforts are not enough, individuals need timely access to information, resources, and services to address their urgent needs. The CoC focuses on supporting individuals facing urgent housing needs, including supporting individuals who may be unhoused or at imminent risk of losing their housing. The strategies better leveraging the 211 system as the front door for accessing and coordinating resources, as well as training first responders and community members on available services and referral pathways. The strategies also speak to the need to invest further in transitional housing and local resource hubs, which are designed to support individuals experiencing urgent housing and related needs. Lastly, strategies identify the need to expand the capacity to store and distribute the personal belongings of unhoused individuals. This ties directly to a need identified by unhoused individuals during the planning process.

The CoC lead agency actively pursues funding from federal, state, county, and local sources to expand programs and services. In December 2024, the system added an 85-bed low-barrier emergency shelter, which has operated at full capacity since opening. However, the long-term goal is not to expand emergency shelter capacity but to focus on housing solutions that make homelessness rare, brief, and non-recurring. Achieving this requires expanding wraparound social services and increasing employment opportunities for individuals in emergency and day shelters, enabling households to successfully exit homelessness.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.**

Once a household's urgent needs have been addressed, the focus transitions to helping achieve stability. Strategies include promoting interdisciplinary teams and case management, which are designed to meet the holistic needs of the person. This includes medical and behavioral health services, as well as access to other support services such as housing, employment, food assistance, etc., which needs to continue for a period of time after housing placement. There CoC is keeping a keen eye on Medicaid housing benefits that would cover housing navigation, move-in costs, and tenancy sustaining services that could be leveraged. An additional strategy focuses on the need for expanded access to permanent housing solutions, including those with support services.

To reduce the length of homelessness and increase access to housing, the CoC will promote interdisciplinary teams and case management to help people retain housing after placement. These teams may include case managers, peers, housing specialists, behavioral health and medical providers, and counselors. The CoC lead agency will actively seek funding to support housing search and navigation services, as well as ongoing case management following housing placement.

**Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs**

The local intention to help low-income households includes expanding the CoC homelessness response system service provisions, interconnectedness with various community-based sectors and community support. Key strategies include early identification and intervention (financial assistance, eviction prevention programs, and utility assistance), income and employment supports (job training and placement and benefit enrollment), and supportive services (case management, treatment, and financial literacy). In addition, strategies to increase access to affordable housing include rental assistance programs, affordable housing development, and landlord initiative programs.

## **SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)**

### **Actions to address LBP hazards and increase access to housing without LBP hazards**

Lancaster County will address and increase access to housing free of lead based paint hazards through coordination and referrals among existing programs. The Lancaster County Home Repair Program will work in conjunction with the City of Lancaster's Lead Hazard Control Program and Penn Medicine's Lead-Free Families Program initiatives to identify households at risk and refer eligible homeowners and landlords for lead testing, hazard reduction, and remediation services. Through these partnerships, households with children and other vulnerable populations will be prioritized for intervention, helping to reduce exposure to lead hazards and expand access to safe, healthy housing throughout the County.

### **How are the actions listed above related to the extent of lead poisoning and hazards?**

The actions described above are directly related to the extent of lead poisoning and lead-based paint hazards in Lancaster County, where a significant portion of the housing stock was built prior to 1978 and remains at risk for lead-based paint deterioration. By coordinating the Lancaster County Home Repair Program with the City of Lancaster's Lead Hazard Control Program and Penn Medicine's Lead-Free Families Program, the County targets households and properties most likely to experience lead exposure, particularly those with young children and other vulnerable populations. These referral-based partnerships focus resources on homes with identified or suspected lead hazards, supporting testing, remediation, and hazard reduction efforts in areas where lead poisoning risks are most prevalent.

### **How are the actions listed above integrated into housing policies and procedures?**

The actions are integrated into Lancaster County's housing policies and procedures through inspections, and compliance requirements. The Lancaster County Home Repair Program includes lead-based paint risk identification and referrals as part of standard procedures, with referrals made to the City of Lancaster's Lead Hazard Control Program and Penn Medicine's Lead-Free Families Program when risks are identified. All County-funded housing activities are required to comply with HUD lead-based paint regulations, ensuring that lead hazard evaluation and reduction are consistently addressed across housing programs.

## **SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)**

### **Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

Lancaster County expects that investments in affordable housing and homeless and special needs projects will help to reduce its number of poverty-level families. Specific goals to increase the amount of affordable rental housing and to help clients to increase income will help in this pursuit. Increasing the supply of affordable rental units will mean that fewer households in the county are rent-burdened. Outside of these specific units, a growth in the amount of rental housing is needed in order to stabilize prices for all county residents. Residents who are not rent-burdened are potentially able to pursue the education and training opportunities that can help them to grow their incomes and thrive. Projects funded with HOME and CBDG dollars also represent an investment in the local economy and mean more well-paid jobs for residents. Additionally, helping clients in homeless and special needs projects to increase income, whether through benefits or earned income, is an overriding goal for projects funded with ESG and CDBG funding. Local conditions require that clients develop a stable source of income in order to succeed even with program assistance. Every project considered for ESG and CDBG public service funds is compared against local standards that set expectations for the percent of clients served who increase monthly income between entry and exit.

### **How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan**

Lancaster County intends to rehabilitate existing renter- and owner-occupied housing units through its Homeowner Repair Program, Homeowner Assistance Program, and Rental Rehab. HOME project funds will be used to create new affordable housing units through the Rental Housing Program and Homeownership Program in Lancaster City and Lancaster County. These efforts are coordinated by the Redevelopment Authority staff through the Department of Housing & Community Development.

## **SP-80 Monitoring - 91.230**

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Lancaster County will utilize comprehensive monitoring to ensure that all activities carried out in furtherance of the Consolidated Plan comply with applicable federal regulations and intended outcomes. The County will conduct risk-based monitoring of both internal programs and subrecipients, incorporating desk reviews, on-site monitoring, and ongoing performance. Monitoring will assess compliance with program requirements, including eligibility, national objectives, financial management (2 CFR Part 200), procurement, labor standards, environmental review (24 CFR Part 58), and reporting. Subrecipients will be evaluated using a risk assessment to determine monitoring frequency and scope. The County will also ensure compliance with fair housing and equal opportunity requirements, including efforts to promote minority- and women-owned business participation through outreach, contract language, and tracking of MBE/WBE utilization.

Program-specific monitoring procedures will be applied for CDBG, HOME, and ESG activities. For CDBG, the County will verify national objective compliance, timeliness, and proper use of funds for eligible activities. For HOME, monitoring will include underwriting and subsidy layering review, property standards inspections, rent and income compliance, and long-term affordability period monitoring. For ESG, the County will coordinate with the Continuum of Care and utilize HMIS data to monitor program, eligibility, and compliance with shelter and rapid rehousing requirements. Findings and concerns identified through monitoring will require corrective action plans with defined timelines, and follow-up reviews.

## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

Primary funding sources include federal entitlement grants administered by HUD: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds. These resources are supplemented by program income, prior year funds, and leveraged with public and private investments.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,834,734.00	620,000.00	0.00	3,454,734.00	13,018,936.00	CDBG funds will be used for County Owner-Occupied Housing Activities, Renter-Occupied Housing Activities, Public Improvements and Infrastructure, Public Services, and Planning and Administration.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,599,023.52	145,000.00	0.00	1,744,023.52	6,976,094.00	HOME funds will be used for County and City Rental and Homeownership Housing Activities and Planning and Administration.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	247,856.00	0.00	0.00	247,856.00	991,424.00	ESG funds will be used for Homelessness Activities that address Homeless Prevention, Rapid Re-Housing, Emergency Shelter, Street Outreach and Planning and Administration.

Table 55 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The Redevelopment Authority requires that all applicants provide matching federal, state, and local funds during the programs Request for Proposal (RFP) process. For public infrastructure improvement projects, a 10 percent match of other non-federal funding is required. Non-profit organizations requesting CDBG funding for public service activities are also required to provide matching funds. There is no obligated amount of matching funds an applicant must provide to leverage CDBG funds for public service activities; however, applicants with more leveraged funding

are more competitive in the allocation process. All applicants requesting ESG funding for homeless activities must provide a one to one match of other federal, state, local, and private funds. Frequent sources of ESG match are United Way funds, private donations, and foundation awards.

The HOME program requires a 25 percent match which is generally obtained through partnerships with affordable housing developers; however, the County may access the local Affordable Housing Trust fund if additional matching funds are needed.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

NA

**Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase the number of housing units rehabilitated	2026	2030	Affordable Housing	County of Lancaster	Preservation of Existing Housing	CDBG: \$897,470.60 HOME: \$.00 ESG: \$.00	Rental units rehabilitated: 15 Household Housing Unit Homeowner Housing Rehabilitated: 20 Household Housing Unit
2	Creation of new housing units	2026	2030	Affordable Housing	County of Lancaster City of Lancaster	Expand Housing Supply	CDBG: \$500,000.00 HOME: \$1,569,621.17	Rental units constructed: 7 Household Housing Unit Homeowner Housing Added: 2 Household Housing Unit
3	Improve public infrastructures and facilities	2026	2030	Non-Housing Community Development	County of Lancaster	Improve Public Infrastructures	CDBG: \$1,000,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7500 Persons Assisted
4	Stabilization, long term support, & urgent needs	2026	2030	Homeless Non-Homeless Special Needs	County of Lancaster City of Lancaster	Address housing & homelessness needs w/ public ser	CDBG: \$490,316.60 ESG: \$229,266.80	Public service activities other than Low/Moderate Income Housing Benefit: 2150 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Planning and Administration	2026	2030	Administration and Planning	County of Lancaster City of Lancaster	Preservation of Existing Housing Expand Housing Supply Reducing Blight Improve Public Infrastructures Address housing & homelessness needs w/ public ser	CDBG: \$566,946.80 HOME: \$174,402.35 ESG: \$18,589.20	Other: 0 Other

Table 56 – Goals Summary

**Goal Descriptions**

1	<b>Goal Name</b>	Increase the number of housing units rehabilitated
	<b>Goal Description</b>	
2	<b>Goal Name</b>	Creation of new housing units
	<b>Goal Description</b>	
3	<b>Goal Name</b>	Improve public infrastructures and facilities
	<b>Goal Description</b>	
4	<b>Goal Name</b>	Stabilization, long term support, & urgent needs
	<b>Goal Description</b>	

5	<b>Goal Name</b>	Planning and Administration
	<b>Goal Description</b>	

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

Lancaster County will allocate federal funding to projects that address the established priority needs in the 2026-2030 Consolidated Plan. These projects will be implemented to support the annual goals of increasing the number of rehabilitated units, creating new units, improving public infrastructure and facilities, promoting stabilization and long-term support, addressing urgent needs, and enhancing planning and administration.

#	Project Name
1	Rehab Owner Occupied Housing
2	New Construction Owner Occupied Housing
3	Rehab Renter Occupied Housing
4	New Construction Renter Occupied Housing
5	Acquisition & Rehab
6	Public Facilities and Infrastructure Improvements
7	Support Housing and Homelessness Services
8	ESG26 Lancaster County
9	Planning and Administration

Table 57 – Project Information

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of CDBG, HOME, and ESG funds reflects Lancaster County’s strategic focus on addressing housing and community development needs while ensuring compliance with HUD priorities and maximizing benefit to LMI residents. Funding decisions are guided by the identified Priority Needs in the 2026–2030 Consolidated Plan, including preservation of existing housing, expansion of housing supply, reduction of blight, improvement of public infrastructure, and addressing homelessness and housing instability.

**AP-38 Project Summary**  
**Project Summary Information**

<b>1</b>	<b>Project Name</b>	Rehab Owner Occupied Housing
	<b>Target Area</b>	County of Lancaster
	<b>Goals Supported</b>	Increase the number of housing units rehabilitated
	<b>Needs Addressed</b>	Preservation of Existing Housing
	<b>Funding</b>	CDBG: \$497,470.60
	<b>Description</b>	This project supports the rehabilitation of owner-occupied housing units to preserve the existing affordable housing and improve living conditions for LMI households. Activities include repairs to address health and safety hazards, correction of code violations, and improvements to systems such as roofing, electrical, plumbing, and heating.
	<b>Target Date</b>	12/31/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated household to benefit from activity in the 2026 program year is 20.
	<b>Location Description</b>	Throughout Lancaster County
	<b>Planned Activities</b>	Planned activities include funding the Homeowner Repair Program, Homeowner Assistance Program
<b>2</b>	<b>Project Name</b>	New Construction Owner Occupied Housing
	<b>Target Area</b>	County of Lancaster
	<b>Goals Supported</b>	Creation of new housing units
	<b>Needs Addressed</b>	Expand Housing Supply
	<b>Funding</b>	HOME: \$175,380.58
	<b>Description</b>	This project supports the development of new owner-occupied housing units to increase the supply of affordable housing for LMI households.
	<b>Target Date</b>	12/31/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated number of units to fund during program year is two.
	<b>Location Description</b>	Throughout Lancaster County
	<b>Planned Activities</b>	New construction of new single-family homes or townhomes for homeownership.

<b>3</b>	<b>Project Name</b>	Rehab Renter Occupied Housing
	<b>Target Area</b>	County of Lancaster
	<b>Goals Supported</b>	Increase the number of housing units rehabilitated
	<b>Needs Addressed</b>	Preservation of Existing Housing
	<b>Funding</b>	CDBG: \$400,000.00
	<b>Description</b>	This project supports the rehabilitation of renter-occupied housing units to preserve and improve the quality of affordable rental housing available to LMI households. Eligible activities include repairs to eliminate health and safety hazards and upgrades to building systems such as roofing, plumbing, electrical, and HVAC. P
	<b>Target Date</b>	12/31/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated number of households that will benefit from this project is 15.
	<b>Location Description</b>	Throughout Lancaster County
	<b>Planned Activities</b>	Planned activities include rehabilitating current affordable housing communities and small rental rehab projects.
<b>4</b>	<b>Project Name</b>	New Construction Renter Occupied Housing
	<b>Target Area</b>	County of Lancaster City of Lancaster
	<b>Goals Supported</b>	Creation of new housing units
	<b>Needs Addressed</b>	Expand Housing Supply
	<b>Funding</b>	HOME: \$1,394,240.58
	<b>Description</b>	This project supports the development of new renter-occupied housing units to increase the supply of affordable housing for LMI households.
	<b>Target Date</b>	12/31/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated number of households that will benefit from this project is 7.
<b>Location Description</b>	Throughout Lancaster County and Lancaster City.	

	<b>Planned Activities</b>	Planned activities include supporting the construction of new affordable rental housing communities for the general occupancy, elderly, and vulnerable populations.
5	<b>Project Name</b>	Acquisition & Rehab
	<b>Target Area</b>	County of Lancaster
	<b>Goals Supported</b>	Creation of new housing units
	<b>Needs Addressed</b>	Expand Housing Supply
	<b>Funding</b>	CDBG: \$500,000.00
	<b>Description</b>	This project supports the acquisition and rehabilitation of blighted properties to eliminate conditions of blight and return underutilized structures to productive use.
	<b>Target Date</b>	12/31/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated number of households that will benefit from this project is 2.
	<b>Location Description</b>	Throughout Lancaster County
	<b>Planned Activities</b>	Planned activities include the acquisition of blighted properties to be rehabbed into owner occupied housing.
6	<b>Project Name</b>	Public Facilities and Infrastructure Improvements
	<b>Target Area</b>	County of Lancaster
	<b>Goals Supported</b>	Improve public infrastructures and facilities
	<b>Needs Addressed</b>	Improve Public Infrastructures
	<b>Funding</b>	CDBG: \$1,000,000.00
	<b>Description</b>	This project supports the development, rehabilitation, and improvement of public facilities and infrastructure that primarily benefit LMI residents. Eligible activities include the construction or rehabilitation of community centers, parks, and public service buildings, as well as infrastructure improvements such as streets, sidewalks, water and sewer systems, stormwater management, and accessibility upgrades.
	<b>Target Date</b>	12/31/2027

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated number of persons to benefit from the project is 7,500.
	<b>Location Description</b>	Throughout Lancaster County
	<b>Planned Activities</b>	Planned activities include improvements to community centers, parks, and public service buildings, as well as infrastructure improvements such as streets, sidewalks, water and sewer systems, stormwater management, and accessibility upgrades.
<b>7</b>	<b>Project Name</b>	Support Housing and Homelessness Services
	<b>Target Area</b>	County of Lancaster
	<b>Goals Supported</b>	Stabilization, long term support, & urgent needs
	<b>Needs Addressed</b>	Address housing & homelessness needs w/ public ser
	<b>Funding</b>	CDBG: \$490,316.60
	<b>Description</b>	This project provides funding for supportive housing and homelessness-related services designed to assist individuals and families including those experiencing or at risk of homelessness.
	<b>Target Date</b>	12/31/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated number of people that will benefit from the project is 1500 persons.
	<b>Location Description</b>	Throughout Lancaster County.
	<b>Planned Activities</b>	Planned activities include housing counseling, Landlord/Tenant counseling, coordinated entry, emergency shelters, rapid rehousing, and street outreach.
<b>8</b>	<b>Project Name</b>	ESG26 Lancaster County
	<b>Target Area</b>	County of Lancaster City of Lancaster
	<b>Goals Supported</b>	Stabilization, long term support, & urgent needs Planning and Administration
	<b>Needs Addressed</b>	Address housing & homelessness needs w/ public ser
	<b>Funding</b>	ESG: \$247,856.00

	<b>Description</b>	This project provides funding to support homelessness assistance and housing stabilization activities for individuals and families experiencing or at risk of homelessness.
	<b>Target Date</b>	12/31/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated number of persons that will benefit from the proposed activity is 650.
	<b>Location Description</b>	Throughout Lancaster County and Lancaster City.
	<b>Planned Activities</b>	Planned activities include street outreach, emergency shelter operations, rapid rehousing, homelessness prevention.
<b>9</b>	<b>Project Name</b>	Planning and Administration
	<b>Target Area</b>	County of Lancaster City of Lancaster
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Preservation of Existing Housing Expand Housing Supply Reducing Blight Improve Public Infrastructures Address housing & homelessness needs w/ public ser
	<b>Funding</b>	CDBG: \$566,946.80 HOME: \$174,402.35
	<b>Description</b>	Project supports the overall planning, administration, and compliance of federal housing and community development programs funded by CDBG, HOME, and ESG.
	<b>Target Date</b>	12/31/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Planning and administration

## **AP-50 Geographic Distribution - 91.420, 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

According to the ACS 2016-2020 Low- and Moderate-Income Summary data there are 322 total Census Block Groups in Lancaster County. Of these, 81 Block Groups meet the low- and moderate-income exception criteria of 45.2% established for Lancaster County and would therefore qualify to use Community Development Block Grant (CDBG) funds for public improvement projects. Public Improvements projects will be located throughout the County of Lancaster and will be determined through a competitive Request for Proposals (RFP) process. Public Facilities which serve eligible Low- and Moderate-Income Limited Clientele are also eligible to apply for CDBG funds through Public Improvements program competitive RFP process. Rehabilitation programs that are funded with CDBG dollars are offered to low-and moderate-income homeowners, or to rental properties with income eligible tenants, on a county-wide basis.

HOME funds are provided on a countywide basis to non- and for-profit developers of affordable rental housing. Lancaster County uses a Request for Proposals (RFP) process to allocate HOME funds for new construction and substantial rehabilitation of housing. HOME funds will also be available for homeowner activities and affordable rental housing within the City of Lancaster.

ESG funding will support the goals of the HEARTH Act by working toward ending homelessness through diversion, shelter, and rapid re-housing. Some of these service providers are located in Lancaster City but services are available countywide.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
County of Lancaster	88
City of Lancaster	12

**Table 58 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

Areas with a concentration of low-income households are defined as those areas where more than 51 percent of the households have incomes less than 80 percent of the Median Family Income. Because the County has so few areas where 51 percent or more of the population is of low or moderate income, it determines the fundability of its activities using the "exception criteria", established by HUD. Under this rule, activities located in areas of the County with low-and moderate-income populations, which exceed 45.2% of the total population of the area, would generally meet the minimum requirement of principally benefitting low-and moderate-income persons. There are 81 census block groups distributed throughout the County that meet the exception criteria. These qualified block groups are generally

located in and around the county's boroughs.

The City of Lancaster and County have determined that joining together as a consortium to obtain funding under the HOME program will increase their ability to provide affordable housing for the very low-, low-and moderate-income residents of the City and County.

### **Discussion**

Lancaster County uses a competitive application process to allocate funds for CDBG-funded infrastructure, public services, and ESG funds using citizen panels to review applications and make funding recommendations to the Lancaster County Commissioners. This highly competitive process considers how the applicant seeks to address the priorities and needs of Lancaster County in areas with the highest concentration of low- and moderate-income residents. With limited funding available, the projects are also reviewed as to their readiness to proceed.

Because Lancaster County has no areas of minority concentrations, the funding assistance will be distributed geographically using the Census block groups with income levels less than the defined exception criteria. Alternatively, funding will be provided to low and moderate income households and individuals throughout the County.

## Affordable Housing

### AP-55 Affordable Housing - 91.420, 91.220(g)

#### Introduction

Lancaster County plans to address affordable housing by creating, rehabilitating, or making available units throughout the County and City of Lancaster in Fiscal Year 2026. Using CDBG funding, the County intends to fund the Homeowner Repair Program and Homeowner Assistance Program, and Rental Rehab Program to rehabilitate renter-occupied housing units. HOME will be used to create new affordable housing units through Multi-Family Rental Housing Program and Homeownership Program in Lancaster City and Lancaster County.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

**Table 59 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	11
Rehab of Existing Units	20
Acquisition of Existing Units	2
Total	33

**Table 60 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

Using HOME funds to address affordable housing, Lancaster County is designated as the Participating Jurisdiction of the HOME Consortium it has formed with the City of Lancaster and will manage the entire HOME allocation on behalf of the consortium. The City agrees to submit all necessary information about its planned projects to the County in a timely manner, including information necessary for performance reports.

## **AP-60 Public Housing - 91.420, 91.220(h)**

### **Introduction**

There are no public housing units in Lancaster County, outside the City of Lancaster. The Lancaster City Housing Authority (LCHA) owns and operates 564 public housing units which consist of 259 family units and 305 elderly units set in six public housing developments.

### **Actions planned during the next year to address the needs to public housing**

Lancaster County (outside the City of Lancaster) does not have public housing and therefore is unable to describe the needs of public housing residents.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Lancaster County (outside the City of Lancaster) does not have public housing.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

N/A

### **Discussion**

## **AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)**

### **Introduction**

The Lancaster County Homelessness Coalition (LCHC) works to make homelessness rare, brief, and non-recurring. Housed within and supported by the Lancaster County Redevelopment Authority since 2022, the Office for the Homelessness Coalition (O4C) has broadened the CoC's base of partners to address the needs of individuals and families experiencing homelessness. LCHC is a collaboration of direct service providers, stakeholders, community members that together form a comprehensive homeless response system, designed to improve the housing stability of individuals and families along the entire Continuum of Care. Services include Street Outreach, Emergency Shelter, Transitional, Rapid Rehousing, and Permanent Supportive housing programs. O4C manages the Empower Lancaster HMIS, convenes providers, and facilitates collaboration across organizations and system levels.

Homelessness and affordable housing remain significant challenges in Lancaster County. The goals of the Lancaster County Homelessness Coalition include effectively stewarding public resources, elevating the lives of our most vulnerable neighbors, and reversing trends in homelessness and displacement. Within the past 18 months a new low-barrier shelter was developed within the city of Lancaster, serving county residents. In the coming year the development of a city-based homeless hub with integrated housing units, case conference rooms, and engagement center will commence.

The Lancaster County Homelessness Coalition continues to improve service delivery across the county by leveraging the Empower Lancaster HMIS, as well as the expertise of Coalition staff, board members, and provider partners, to implement data-informed practices.

The system is supported by strong collaboration across both funded and non-funded partners, including twice-yearly Whole CoC meetings, regular system-wide service meetings, and ongoing affordable housing advocacy efforts.

An actively engaged Steering Committee guides this work, with action teams that include community members and focus on identifying barriers, problem solving, and advancing system-level change.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The Lancaster County Homelessness Coalition supports a county-wide team of trained outreach staff who engage individuals experiencing homelessness and connect them to services such as employment, food, housing, benefits, and, as needed, substance use and physical health care. This includes coordination with ambulatory care management and referrals to inpatient treatment and recovery centers. Outreach staff also complete Coordinated Entry assessments, helping ensure individuals are

assessed, prioritized, and connected to appropriate housing and services through the system.

The Coalition is strengthening coordination between unsheltered and sheltered systems to move more individuals and families into permanent housing.

To improve system performance, this work is aligned with System Performance Measures (SPMs), with a focus on reducing length of time homeless, increasing exits to permanent housing, and reducing returns to homelessness. Efforts include improving HMIS data quality, tracking referrals and outcomes, and strengthening data on exit destinations to better understand system gaps and housing outcomes.

This work is supported by:

1. Strengthening HMIS data quality and consistency to better define and track Street Outreach services and understand the needs of the unsheltered population
2. Tracking referrals and outcomes in HMIS to identify gaps and bottlenecks in service connections across the continuum
3. Improving data collection on exit destinations and housing outcomes to better measure progress toward permanent housing and long-term stability

Through these efforts, the Coalition is building a more coordinated, data-informed Street Outreach system that improves access to care, strengthens system flow, and advances measurable reductions in homelessness.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Data from the 2025 Point-in-Time and Housing Inventory Counts show an increase in unsheltered homelessness in Lancaster County.

In response, the Coalition is focused on both preserving existing shelter and transitional housing resources and strategically expanding capacity where gaps exist. Maintaining the current network of emergency shelters and housing programs remains a priority, with services provided across Lancaster City, Columbia, Gap, and Ephrata, along with seasonal overflow capacity in Elizabethtown and Lancaster City.

To address unmet need, the Coalition is advancing the development of a new low-barrier shelter and service hub in the City of Lancaster, which will include additional crisis response capacity and permanent housing units. This project is intended to increase access to shelter while strengthening connections to housing and services.

At the same time, the system is working to improve flow through emergency shelter and transitional housing by reducing length of stay and increasing exits to permanent housing. This includes strengthening case management, improving coordination through Coordinated Entry, and ensuring

individuals are quickly connected to appropriate housing interventions.

Under the Coalition’s guidance, emergency shelters will work to reduce both average and median length of stay while maintaining a focus on stabilization and connection to permanent housing. Programs will support clients in accessing benefits, including health insurance, and track progress through HMIS.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The high price of housing in Lancaster County continues to present a major barrier to entry for homeless individuals and families with low or no income. Low vacancy rates of 4% in Lancaster County show that the area’s rental market is extremely competitive.

The Coalition will continue to collaborate with providers at all levels—outreach, coordinated entry, transitional housing, and rapid rehousing—to move clients more efficiently from the street and toward permanent, sustainable housing. With the goal of reducing the time individuals and families spend on the street, as well as the number of days they spend in shelter before moving on to rapid rehousing, transitional housing, or other permanent housing destination. As with other goals, it will be necessary for partner organizations to maintain a high level of data quality regarding households they are working with to make those prioritization decisions accurate, and to demonstrate their success.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The Lancaster County Homelessness Coalition continues to collaborate with Lancaster General Health/ Penn Medicine to address discharge planning to prevent homelessness among individuals leaving systems of care. Analysis shows that complex health needs are overwhelmingly common among those in our community who have experienced homelessness—and especially among those who are experiencing chronic homelessness. In addition, working with the federally qualified health practices is key in attending to their patient’s housing insecurity.

Prevention and diversion will continue to be a primary goal for Lancaster’s coordinated entry team, and coordinating its work with providers outside of the homeless services system will help address part of

the problem. Expanding other elements of the local system, such as emergency shelter and rapid rehousing, will benefit this group as well. Our local efforts also include expanding crisis housing that will assist individuals and families most vulnerable with shelter and case management. However, addressing the additional barriers experienced by this group will require a deeper collaboration with community partners, one with the shared goal of a discharge planning pipeline that prevents clients with multiple barriers from becoming homeless in the first place.

## **Discussion**

## **AP-75 Barriers to affordable housing - 91.420, 91.220(j)**

### **Introduction**

The 2026-2030 Consolidated Plan identifies and supports measures by both the Redevelopment Authority and the Lancaster County Planning Department to meet Lancaster County community needs for the development of more units of affordable housing.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Key barriers to affordable housing in Lancaster County include municipal regulatory constraints, rising development costs, limited land availability, and market conditions that impact project feasibility. Because land use authority in Pennsylvania is largely controlled at the municipal level, the County's role is to influence local policy through coordination, education, and technical assistance rather than direct regulation.

To address these barriers, Lancaster County will continue to work with municipal officials and planning commissions to promote land use practices that support affordable housing, including higher-density development, mixed-use zoning, infill development, and adaptive reuse. The County will encourage strategies that reduce regulatory burdens, streamline permitting, and support a goal of increasing new housing affordable to low- and moderate-income (LMI) households, where feasible. The County will provide training to local officials to improve understanding of how zoning, fees, and development standards impact housing affordability. The County will identify and address practical barriers such as cost escalation and financing gaps. Through these actions, Lancaster County will work to reduce the impact of public policy barriers and support the development and preservation of affordable housing for LMI households and vulnerable populations.

### **Discussion**

Lancaster County will work with municipalities to promote housing such as higher-density development, mixed-use zoning, and adaptive reuse. However, barriers will continue due to rising costs, limited inventory, and local regulations, to impact the availability of affordable housing for LMI households.

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

#### **Actions planned to address obstacles to meeting underserved needs**

Lancaster County is committed to addressing obstacles and meeting underserved needs by investing CDBG, ESG, and HOME funds to support LMI households and vulnerable populations throughout Lancaster County. The County prioritizes investments that expand and preserve affordable housing, improve community infrastructure, support housing stability, and provide essential homeless services. Available resources are limited compared to the scale of need, and funding is targeted to activities with the highest-impact that benefit LMI households and low-mod areas. The County continues to collaborate with community partners, local housing and service agencies, to align resources, reduce duplication of services, and address emerging needs. These partnerships are informed by local data and ongoing community assessments to ensure that funding is allocated to identified gaps and consistent with HUD national objectives and federal funding requirements. Through strategic targeting of resources, partnerships, and evaluation of outcomes, the County aims to increase access to safe, affordable housing and services that promote long-term stability and community health.

#### **Actions planned to foster and maintain affordable housing**

Lancaster County will foster and maintain affordable housing by continuing to invest CDBG and HOME resources in programs that preserve and expand affordable housing opportunities. Through the County's Homeowner Repair Program, CDBG funds support LMI homeowners by financing repairs to major systems, safety, accessibility, and security improvements that allow households to remain safely in their homes. The Rental Housing Rehabilitation Program supports the rehabilitation of existing rental units to preserve long-term affordability and expand the availability of safe, quality rental housing for LMI households. In addition to preservation, Lancaster County supports the creation of new affordable housing opportunities through HOME-funded development of both rental and homeownership units targeted to LMI households, including seniors (age 62+), families, and other vulnerable populations. Collaboration with municipal partners, nonprofit developers, and housing agencies ensures that new and rehabilitated units meet identified local housing needs and remain affordable over time. Together, these activities support housing stability, improve housing quality, and contribute to the County's goal of maintaining and expanding the affordable housing stock.

#### **Actions planned to reduce lead-based paint hazards**

Lancaster County complies with the Lead-Based Paint Rule. The County developed a policy related to lead-based paint for each housing program funded with CDBG, HOME or ESG dollars, as well as the Lancaster County Housing Authority's Housing Choice Voucher Program, to ensure compliance with the regulations. The staff members of the Redevelopment Authority conduct risk assessments and clearance

inspections on projects over the \$24,999 threshold.

The Redevelopment Authority's Home Repair program partners with the LGH Penn Medicine Lead Free Families program to leverage additional funding to perform lead remediation in homes where children under the age of 6 reside or are frequently present. The Home Repair program provides education around the dangers of lead in the home and lead testing. In a typical year around 15 to 20 homes that undergo rehabilitation through the Home Repair program meet the requirements for lead testing.

### **Actions planned to reduce the number of poverty-level families**

Lancaster County will reduce the number of poverty-level families through CDBG Public Services and ESG-funded activities that promote housing stability, address homelessness, and connect individuals and families to supportive services. These programs include housing counseling, rapid rehousing, emergency shelter operations, and supportive services that help households achieve stability. By coordinating these services with broader housing and community development investments, the County seeks to improve long-term housing stability and reduce the prevalence of poverty among vulnerable residents.

### **Actions planned to develop institutional structure**

The County of Lancaster will continue to be involved in interagency efforts to strengthen the institutional structure for housing and economic development, including but not limited to, having a representative serve on:

- Lancaster County Homelessness Coalition's Steering Committee;
- Economic Development Company of Lancaster's Loan Review Committee;
- Tenfold's Coalition for Sustainable Housing;
- Lancaster City Alliance's Team of Lead Organizations for Building on Strength; and
- Lancaster County Eviction Prevention Network.

### **Actions planned to enhance coordination between public and private housing and social service agencies.**

The Redevelopment Authority will continue to work with other funders such as the City of Lancaster, the County of Lancaster, and the United Way of Lancaster to increase coordination efforts between housing and social services along with the Lancaster County Homelessness Coalition which focuses on persons

# Program Specific Requirements

## AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

### Introduction

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

#### HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Lancaster County will use HOME funds in 2026 primarily for the new construction of rental housing units. HOME funding is usually combined with funding from the Pennsylvania Housing Financing

Agency (PHFA) through the federal Low-Income Housing Tax Credit Program. Matching funds are provided with money the County receives through the Affordable Housing Trust Fund (PA Act 137).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Lancaster County utilizes both resale and recapture provisions in compliance with 24 CFR 92.254 to ensure long-term affordability of HOME-assisted homeownership units. For homebuyer assistance programs (e.g., down payment and closing cost assistance), HOME funds are provided as deferred loans secured by a lien on the property. These funds are subject to recapture upon sale, transfer, or non-compliance with affordability requirements. For HOME-assisted homeownership development projects, the County applies resale provisions to ensure that properties remain affordable to subsequent income-eligible buyers throughout the affordability period.

The County's Resale/Recapture Policy outlines the applicable requirements and can be accessed at: <https://lchra.com/wp-content/uploads/2023/03/HOME-Resale.Recapture-Policy-2021.pdf>

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The County's Resale/Recapture Policy outlines the guideline and applicable requirements and can be accessed at:

<https://lchra.com/wp-content/uploads/2023/03/HOME-Resale.Recapture-Policy-2021.pdf>

All HOME-assisted homeownership units must comply with HUD-established HOME homeownership value limits for Lancaster County. While developers may propose final sales prices, the County ensures compliance with these limits prior to sale.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Lancaster County does not currently plan to use HOME funds to refinance existing debt secured by multi-family housing as part of rehabilitation activities under 24 CFR 92.206(b).

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Lancaster County does not currently administer a HOME TBRA program.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

Lancaster County does not currently administer a HOME TBRA program.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

The County does not impose preferences that would violate fair housing requirements under 24 CFR 5.105(a). However, project selection criteria prioritize developments that: benefit low- and very low-income households, address identified priority needs, including affordable housing for seniors aged 62 and older and vulnerable youth aged 18–25, including those aging out of foster care or experiencing housing instability, provide a mix of unit types and affordability levels, including age-restricted housing for seniors and supportive or transitional housing models for youth. Demonstrate readiness to proceed and overall financial feasibility. Contribute to the geographic distribution of affordable housing throughout the County. All preferences are administered in a manner consistent with federal fair housing, accessibility, and nondiscrimination requirements. The County will ensure that any housing developed for seniors or youth populations complies with applicable federal regulations, including allowable occupancy restrictions and supportive housing program requirements, while maintaining equal access to housing opportunities.

### **Emergency Solutions Grant (ESG) Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

Attached.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The CoC operates a coordinated entry system that meets HUD requirements and is designed to ensure fair access to housing and services for individuals and families experiencing or at risk of homelessness. All individuals and families are encouraged to contact United Way of Lancaster County 211 as an initial access point for a housing assessment and referrals to available resources. To ensure broad and equitable access, coordinated entry assessments can also be completed by trained staff at partner agencies across the county, including shelters and other community-based providers. This multiple access point approach ensures that individuals and families can enter the system through pathways that are responsive to their circumstances. Following assessment, households are added, as appropriate, to the CoC's By Name List, which is used to coordinate prioritization, track ongoing engagement, and facilitate referral to available housing interventions based on level of need and program eligibility. The CoC also incorporates outreach into the coordinated entry system by training street outreach staff to complete assessments in the field and connect individuals experiencing unsheltered homelessness directly to services and housing opportunities. Through this structure, the coordinated entry system standardizes access, supports system-wide prioritization, and strengthens coordination among providers to ensure that available housing resources are targeted to households with the greatest need.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The Office for the Homelessness Coalition (O4C), supported by the Lancaster County Housing and Redevelopment Authorities, administers ESG funding through a coordinated local "Joint Funding" opportunity for homelessness services. This process combines ESG with other federal, state, and private resources into a single competitive process, ensuring funds are aligned with community priorities, system performance, and identified gaps. Funding opportunities are announced to the entire CoC through the Office's listserv and posted on the O4C website and social media to ensure broad public awareness. A public Request for Applications (RFA) is issued and open to eligible nonprofit organizations, including community-based and faith-based providers. The RFA outlines funding priorities, eligible programs and activities, and application requirements. Applications are reviewed and scored by a multidisciplinary Grants Review Team that includes representatives from partner agencies and individuals with lived experience. Reviewers are trained on scoring criteria and evaluate applications based on standardized factors such as program design, system performance, organizational capacity, and alignment with community needs. Conflicts of interest are managed to ensure a fair and impartial review process. Final funding recommendations are presented to the

CoC's governing body for approval. Once approved, LCHRA executes contracts with selected subrecipients and oversees ongoing compliance, invoicing, and monitoring to ensure funds are used in accordance with ESG requirements. This coordinated sub-award process ensures that ESG funds are distributed competitively, transparently, and in alignment with both federal requirements and the community's strategic approach to preventing and ending homelessness.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The jurisdiction meets the homeless participation requirement outlined in 24 CFR 576.405(a) by ensuring that individuals with lived experience are directly included in policy and system-level decision-making. The CoC's governing body includes individuals with lived experience of homelessness who participate in decisions related to ESG-funded facilities and services. In addition, the CoC engages an active Homeless Advocacy Board and Youth Action Board, both of which provide input on program design, system priorities, and funding decisions. Across the county, service providers employ individuals with lived experience in volunteer, staff, and leadership roles, strengthening continuous feedback loops between participants, providers, and system leadership. Through these combined efforts, consultation with individuals with lived experience is embedded as an ongoing, system-wide practice supported by the jurisdiction, rather than a one-time or periodic requirement.

5. Describe performance standards for evaluating ESG.

ESG programs are evaluated using outcome and operational performance standards aligned with HUD System Performance Measures (SPMs). Standards are tailored by program type to drive measurable progress in reducing homelessness, improving long-term stability, and ensuring high-quality data.

#### Rapid Re-Housing (RRH)

Performance focuses on connecting households to permanent housing and supporting long-term stability.

a) Programs support participants in achieving stable housing outcomes through housing-focused services, coordinated referrals, and ongoing support. Performance is measured by at least 80% of program exits resulting in permanent housing destinations.

b) Programs support participants in increasing income through structured case management that connects them with job skill building and employment opportunities. Performance is measured by at least 25% of participants exiting the program demonstrating an increase in earned income.

c) Programs minimize returns to homelessness by providing appropriate service intensity and structured follow-up after exit. Performance is measured by maintaining a return to homelessness rate of 7% or less within 12 months and 8% or less within 24 months.

#### Emergency Shelter (ES)

Performance focuses on reducing the length of time individuals remain homeless, facilitating timely connections to housing resources, and supporting positive exits.

a) Programs reduce the length of time participants experience homelessness through efficient service delivery, active case management, and rapid connection to housing services. Performance is measured by a year-over-year reduction of at least 5% in both average and median length of stay.

b) Programs support timely connections to housing resources through coordinated entry, active referrals, and ongoing case management engagement. Performance is measured by at least 70% of participants in Emergency Shelter demonstrating documented movement toward housing, including referral to a housing resource, housing plan development, or enrollment in a housing-focused service, within 30 days of program entry.

c) Programs support positive exits through housing-focused services, coordinated referrals, and active case management. Performance is measured year-over-year, with at least 5% more households exiting to permanent housing.

#### HMIS Data Quality and Timeliness

All ESG-funded programs must meet data quality and timeliness standards to ensure system performance is accurately captured and evaluated.

a) Programs ensure complete and reliable exit data through consistent HMIS data quality practices and staff accountability. Performance is measured by at least 80% of exit destination data being complete and not recorded as “data not collected,” “client doesn’t know,” “refused,” or “other.”

b) Programs ensure complete and accurate collection of personally identifiable information (PII) for all household members through consistent HMIS data entry practices and internal quality monitoring. Performance is measured by at least 90% completeness for all required PII fields.

c) Programs ensure timely and accurate data entry for both client records and services provided through consistent HMIS practices and internal data quality monitoring. Performance is measured by at least 80% of client data and associated services being entered into HMIS within three days of program start or service delivery.

## Appendix - Alternate/Local Data Sources

1	<b>Data Source Name</b> N/A
	<b>List the name of the organization or individual who originated the data set.</b>
	<b>Provide a brief summary of the data set.</b>
	<b>What was the purpose for developing this data set?</b>
	<b>How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?</b>
	<b>What time period (provide the year, and optionally month, or month and day) is covered by this data set?</b>
	<b>What is the status of the data set (complete, in progress, or planned)?</b>
2	<b>Data Source Name</b> NA
	<b>List the name of the organization or individual who originated the data set.</b> None
	<b>Provide a brief summary of the data set.</b> None
	<b>What was the purpose for developing this data set?</b> None
	<b>How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?</b> NA

	<b>What time period (provide the year, and optionally month, or month and day) is covered by this data set?</b> NA
	<b>What is the status of the data set (complete, in progress, or planned)?</b> NA

**Public Meeting Minutes**  
**2026 -2030 Consolidated Plan & 2026 Annual Action Plan**  
**For Lancaster County**

A public meeting was held on Tuesday, May 12, 2026. The meeting was called to order at 4:10 pm in the conference room of the offices of Lancaster County Redevelopment Authority located at 28 Penn Square, Suite 100, Lancaster, PA 17603.

**Attendance**

Lancaster County Housing and Redevelopment Authority Staff:

- Marisol Maldonado, LCHRA Director of Housing and Community Development
- Rachel Valmonte, LCHRA Planning and Compliance Manager
- Shane Waddy, LCHRA Planning and Compliance Coordinator
- Christopher Thomas, LCHRA Compliance and Data Analyst
- Yessenia Blanco, LCHRA Community Development Specialist
- Kareema Burgess, LCHRA Homeowner Programs Specialist


**Public**

- No members of the public were in attendance.

**Comment**

Staff Comment:

- Rachel Valmonte delivered a PowerPoint overview of the Consolidated Plan and Annual Action Plan, outlining priority needs, goals and objectives for Lancaster County. During the meeting, participants discussed the 5-year priority needs and the projects to be funded for fiscal year 2026 related to housing, community development, public services, and homelessness support. They also discussed consultations and data collected from previous years to inform program decisions. All attendees received a copy of the “Citizen Summary”.
- There was no public present at the meeting. The meeting was adjourned at 4:45 pm.

  
\_\_\_\_\_  
Rachel Valmonte, Planning and Compliance Manager

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster to approve the following:

**Administrative Agreement With:**      Redevelopment Authority of the County of Lancaster  
Lancaster, PA

**Purpose:**      To engage the Redevelopment Authority of the County of Lancaster to administer the U.S. Department of Housing and Urban Development (HUD) Grant Programs for grant year 2026 in conformance with applicable program regulations for the Community Development Block Grant Program, the HOME Investment Partnerships Program, and the Emergency Solutions Grant Program and all other applicable local, state and federal laws, rules and regulations,

5/27/26

AGREEMENT FOR THE ADMINISTRATION  
OF HUD GRANT PROGRAMS BETWEEN  
THE COUNTY OF LANCASTER  
AND  
THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF LANCASTER  
FOR GRANT YEAR 2026

THIS AGREEMENT is entered this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between The County of Lancaster (hereinafter called the County) and the Redevelopment Authority of the County of Lancaster (hereinafter called the Authority).

WHEREAS, the County has been designated as an entitlement community by the United States Department of Housing and Urban Development (hereinafter called HUD) eligible to receive funding through the Community Development Block Grant (hereinafter called the CDBG Program); the HOME Investment Partnerships Program (hereinafter called the HOME Program); and the Emergency Solutions Grant (hereinafter called the ESG Program), (collectively the HUD Grant Programs); and

WHEREAS, the County wishes to engage the Authority to administer the HUD Grant Programs;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. General Administration. Authority agrees to administer the HUD Grant Programs in conformance with the applicable program regulations at 24 CFR Part 570 (for the CDBG Program), 24 CFR Part 92 (for the HOME Program) and 24 CFR Part 576 (for the ESG Program) and all other applicable local, state, and federal laws, rules and regulations, as they may apply. Authority agrees to perform the following grant administration duties including, but not limited to:

1. Preparation of Consolidated and Annual Action Plans;
2. Preparation of Environmental Review Records, Executive Director shall act as Certifying Officer;
3. Preparation of Consolidated Annual Performance and Evaluation Reports (CAPER);
4. Act on behalf of County in the preparation of agreements with other sub-recipients of the County and in ensuring those sub-recipients perform as agreed and comply with all applicable laws, rules, and regulations;
5. Maintaining program and individual project files;
6. Maintaining financial and accounting records for the HUD Grant Programs;
7. Draw-down of funds from the U.S. Treasury and making payment of all HUD Grant Programs expenses;
8. Completion of Single Audit of Authority expenditures during the course of the program to monitor financial and program compliance;
9. Preparation of written program reports for submission to County as requested;

10. Labor compliance with regard to applicable project activities;
11. Compliance with Section 3 employment requirements;
12. Compliance with Fair Housing Requirements;
13. All other compliance requirements applicable to the HUD Grant Programs which may be issued by HUD.

B. HUD Objectives. All activities funded with HUD Grant Programs funds must meet the HUD Grant Programs objectives. Specifically,

1. For the CDBG Program, activities must benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
2. For the HOME Program, funding must be used for activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people.
3. For the ESG Program, funding must be used for activities that assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.

The Authority certifies that all activities carried out under this Agreement will meet the appropriate program objectives listed above.

C. Staffing. Authority will provide an adequate number of qualified grant managers, project officers and finance personnel to properly manage the HUD Grant Programs and the individual activities for which Authority is accepting responsibility.

D. Performance Monitoring. The County will monitor the performance of Authority against goals and performance standards as stated above. Substandard performance as determined by County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Authority within a reasonable period of time after being notified by the County, contract suspension or termination procedures may be initiated.

II. TIME OF PERFORMANCE. Services of the Authority shall begin immediately upon execution of this Agreement by the parties hereto for the current HUD Grant year, and end at the end of the HUD grant year unless earlier terminated by either party upon providing no less than ninety (90) days written notice to the other party.

III. FUNDING. County agrees to fund the activities to be undertaken by Authority and its sub-recipients in the amounts specified in the County approved Annual Action Plans presented by the Authority, to the extent these costs and activities are covered, allowable and/or reimbursable under the HUD Grant Program guidelines.

IV. PAYMENT. Payment for eligible expenses for activities undertaken by Authority and its sub-recipients shall be initiated by Authority and made by the U.S. Treasury through the HUD Integrated Disbursement and Information System (IDIS). Funds requested through IDIS will be deposited by HUD in a bank account controlled by County. County will, in

turn, transfer those funds to a bank account controlled by Authority for distribution to its vendors and sub-recipients.

- V. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by e-mail or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

County:

Lawrence George  
Chief Clerk  
150 N. Queen Street, Suite 700  
Lancaster, PA 17602  
Phone:

Authority:

Justin M. Eby  
Executive Director  
28 Penn Square, Suite 200  
Lancaster, PA 17603  
Phone:

VI. GENERAL CONDITIONS

- A. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Authority shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Authority is an independent contractor.
- B. Hold Harmless. The Authority shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Authority’s performance or nonperformance of the services or subject matter called for in this Agreement.
- C. Insurance. The Authority shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County.
- D. County Recognition. The Authority shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Authority will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

- E. Amendments. The County or Authority may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's and Authority's governing bodies. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Authority from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Authority.

- F. Suspension or Termination. In accordance with 24 CFR 85.43, the County may suspend or terminate this Agreement if the Authority materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure of Authority to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Authority to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Authority to the County reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the County or the Authority, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

- G. Debarment. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal or State department or agency.

- H. Hatch Act. The Authority agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

- I. Conflict of Interest. The Authority shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
1. No employee, officer or agent of the Authority shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
  2. No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD Grant Programs activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HUD Grant Programs activity, or with respect to the proceeds from the HUD Grant Programs assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Authority, or any designated public agency.
- J. Lobbying. The Authority hereby certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
  3. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- K. Religious Activities. The Authority agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by HUD Grant Programs regulations, such as worship, religious instruction, or proselytizing.
- VII. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- VIII. SECTION HEADINGS AND SUBHEADINGS. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- IX. WAIVER. The County's failure to act with respect to a breach by the Authority does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- X. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the County and the Authority for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Authority with respect to this Agreement.

(the remainder of page is intentionally blank)

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Attest:

The County of Lancaster

\_\_\_\_\_

\_\_\_\_\_  
Ray D'Agostino, Chairman Date

\_\_\_\_\_

\_\_\_\_\_  
Joshua Parsons, Vice Chairman Date

\_\_\_\_\_

\_\_\_\_\_  
Alice Yoder, Commissioner Date

Attest:

Redevelopment Authority of the County of Lancaster



  
\_\_\_\_\_  
Justin Eby, Executive Director Date

5/14/2026

Date

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Prison, to approve the following:

<b><u>Renewal Agreement With:</u></b>	IB Abel, Inc. York, PA
<b><u>Purpose:</u></b>	To secure a contract for preventive maintenance and continuous monitoring of the Genetec security camera system that includes 24/7 on-call service and the replacement of eight quad cameras.
<b><u>Amount/Term:</u></b>	\$121,485.26 for the period May 1, 2026 through April 30, 2027. Increase of \$24,501.26, 25.26%.
<b><u>Funding:</u></b>	Prison budget. Cooperative contract.

5/27/26



**Scope of Work**

---

**To:** Linda Schreiner  
KPN - County of Lancaster - Facilities Management  
No Address Input  
  
717-209-3284

**From:** Nathan Smeltzer  
I.B. Abel, Inc.  
2745 Black Bridge Road  
York, PA 17406  
717-845-1639

**Job Order No:** 155094.00  
**Job Order Title:** County of Lancaster Camera Maintenance Agreement

---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Subject to the terms and conditions of JOC Contract KPN-2026JOCC-42.

---

Linda Schreiner, Requestor

---

Date

---

Nathan Smeltzer, Project Manager

---

Date

## Contractor's Cost Proposal - Summary (L/E/M)

---

Date: April 23, 2026

Re: IQC Master Contract #: KPN-2026JOCC-42  
JOC Work Order #: 155094.00  
Owner PO #:  
Title: County of Lancaster Camera Maintenance Agreement  
Contractor: I.B. Abel, Inc.  
Proposal Value: \$121,485.26

---

**Maintenance** **\$121,485.26**

---

**Proposal Total** **\$121,485.26**

---

This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percentage of NPP on this Proposal: %

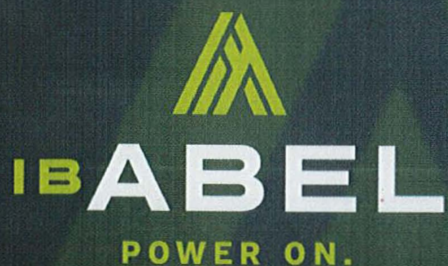
# Contractor's Cost Proposal - Detail (L/E/M)

**Date:** April 23, 2026  
**Re:** IQC Master Contract #: KPN-2026JOCC-42  
 JOC Work Order #: 155094.00  
 Owner PO #:  
 Title: County of Lancaster Camera Maintenance Agreement  
 Contractor: I.B. Abel, Inc.  
 Proposal Value: \$121,485.26

Sect.	Item	Mod.	UOM	Description	Line Total														
Labor	Equip.	Material	(Excludes)																
<b>Maintenance</b>																			
1	07 05 13 00 0005		EA	>3 To 4 SQ, Mobilization Of Crew For Small Quantity Of Roof Work	\$1,230.57														
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td></td> <td>4.00</td> <td>x</td> <td>344.89</td> <td>x</td> <td>0.8920</td> <td>1,230.57</td> </tr> </table>	Installation	Quantity		Unit Price	Factor	=	Total		4.00	x	344.89	x	0.8920	1,230.57	
Installation	Quantity		Unit Price	Factor	=	Total													
	4.00	x	344.89	x	0.8920	1,230.57													
				not for roofing work but to respond to service calls															
2	28 21 31 00 0828		HR	Test And Certification Of Surveillance Camera System	\$120,254.69														
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td></td> <td>364.00</td> <td>x</td> <td>370.37</td> <td>x</td> <td>0.8920</td> <td>120,254.69</td> </tr> </table>	Installation	Quantity		Unit Price	Factor	=	Total		364.00	x	370.37	x	0.8920	120,254.69	
Installation	Quantity		Unit Price	Factor	=	Total													
	364.00	x	370.37	x	0.8920	120,254.69													
				Please refer to IB Abel summary of work for maintenance agreement as in years past.															
<b>Subtotal for Maintenance</b>					<b>\$121,485.26</b>														
<b>Proposal Total</b>					<b>\$121,485.26</b>														

This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percentage of NPP on this Proposal: %



# PROJECT PROPOSAL

**PROJECT: LANCASTER COUNTY PRISON SERVICE AGREEMENT 2026 REV2**

**IBABEL NUMBER: 26-0759**

**PREPARED FOR: Warden Steberger-Simione**

**ATTENTION: Sgt. Cody Hawk**

**BID DUE DATE: 4/30/26**

**ESTIMATOR: Jeremy Smith**

**[WWW.IBABEL.COM](http://WWW.IBABEL.COM)**



## Service Agreement

**Between:** I.B. Abel Inc. and Lancaster County Prison

**Contract Date:** May 1, 2026 to April 30, 2027

**SITE LOCATION:** 625 E. King St., Lancaster, PA 17602

**OBJECTIVE:** Preventive maintenance and monitoring of the Genetec Security system and related network equipment

**DESCRIPTION OF SERVICES:** On-site visits, NOC IT network monitoring and updates

**PARTNERS:** Complete Building Technology Services will handle remote system updates, maintenance and network monitoring. I.B. Abel Inc. will handle all on-site and field-related troubleshooting, installation, repairs and maintenance.

**1 year Service Agreement Renewal Total:** \$121,485.26

*(Billed Monthly) Monthly Investment Total (\$10,123.77/mth)*

### General Maintenance & On-site Visits SOW

- Security Camera System
  - System Maintenance
    - Health report review
    - Role utilization
    - Server/workstation health review and file cleanup
    - Report issues, recommendations, repairs to customer
    - Assess recording retention and HDD space
  - Physical Equipment Maintenance
    - Wipe down system screens
    - Clean out and vacuum equipment/cabinets
    - Clean exterior camera lens
  - Updates
    - Genetec version roll outs as available
    - Genetec critical updates
    - Camera/door firmware as available



### **Spaces & Devices Listed Below:**

- Security Head End
  - (2) Genetec directory servers
  - (4) Genetec archiver servers (on-site)
  - (3) Genetec archiver servers (off-site Queen St.)
  - (1) Genetec Privacy Protector server
  - (12) Windows workstations
  - (4) Hanwha camera decoder stations
  - (9) UPS
  - (20) LG displays
  - (5) Workstation joysticks
- Security Camera
  - (338) IP Cameras
- Security Access Control
  - (1) MDF door

### **Software/Licenses**

- Existing Genetec Advantage pre-paid until 4/30/2028
  - Access to latest software releases
  - Integrator premium Genetec support (during business hours)

### **Network & OS Maintenance Support**

- OS Updates & Patches (1/month)
  - Monthly Microsoft OS updates & patch application
  - Includes the rebooting of all server appliances
  - Servers & Workstations
    - (10) Windows servers
    - (12) Windows workstations
- Switch Fabric Updates
  - Annual switch software/firmware updates
  - Requires a reboot of each switch appliance



- 24X7X365 Monitorin Services
  - Lite monitoring (active status)
    - (338) IP cameras
  - Managed monitoring
    - (17) Network Switches
    - (9) UPS appliances
  - Remote/Managed monitoring
    - (12) workstations
    - (10) servers
- IP device automations
  - Automatic restarts for trouble devices
    - (338) IP cameras

#### **Extra Budgeted Hours & Material**

- Customer update training
- 24/7 on-call service availability
- (8) new quad cameras provided
- 40 budgeted T&M hours included for remote programming for service calls
- 128 budgeted T&M hours included for on-site repairs, replacements, and installations for service calls
- **Hours/material beyond allotted costs in the agreement will be billed at T&M rates listed below.**

#### **INVOICED T&M RATES**

- Regular time T&M rate (7AM to 3:30PM) **\$125.90/hr**
- Overtime/afterhours T&M rate **\$159.84/hr**
- Sunday/Holiday T&M rate **\$193.87/hr**

#### **2-Hour Minimum Charge**

#### **Pre-schedule Service Timeline (Estimated):**

- System Review & Checks- Monthly
- Service #1- May
- Service #2- August
- Service #3- November
- Service #4- February



**Standard Operating Procedures for failed devices are as follows:**

- NOC alerts determine device issue/failure
- Technician verifies power and power cycles device
- If a device cannot be repaired through traditional troubleshooting methods, it will be determined to be a failed device and need to be replaced.
- An I.B. Abel Technician will be dispatched to Lancaster County Prison
- An I.B. Abel Technician will obtain a replacement device from the spare inventory located on-site at the Lancaster County Prison
- If no spare exists for failed device, I.B. Abel and Lancaster County Prison will agree upon a recommended fix until device is properly repaired/replaced
- Backed up configurations will be loaded to spare device and replace failed device
- Test/review that replacement device is functioning normally
- Document replacement device
- Open a Return Material Authorization (RMA) with the manufacturer if the device is not operational and if the device is under warranty or extended service plan
- Return the device to the manufacturer under the RMA process
- Receive the replacement device back into the spare inventory pool, which is held on-site at the Lancaster County Prison
- Some repairs/replacements are covered under current manufacturer warranty. If a device is out of warranty I.B. Abel will coordinate with LCP for the best replacement option.

**General Notes:**

- I.B. Abel and sub contactors will need access to the networked system via VPN for critical updates and basic system maintenance outlined in this agreement. Customer is to provide access to I.B. Abel Technicians and 3<sup>rd</sup> party integrators as needed.
- Any issues discovered during the scheduled maintenance, needing attention to include repairs and replacements of any equipment/cabling, not covered under this agreement, will be invoiced at current T&M rates listed in this agreement.
- CO escorts during any on-site visits to access various locations on prison property as required.
- Scheduled on-site visits will be done on normal hours Monday to Friday 7:00 am to 3:30 pm, excluding Holidays.
- Any services needed above and beyond this agreement will be invoiced at our current T&M rate.
- A valid PO # or contract will be required before the start of this agreement.
- This quote is valid for 30 days.
- Unless previously agreed terms are in place, I.B. Abel, Inc., standard terms and conditions, attached, will apply.



- Our proposal is valid for (30) thirty days from the date listed above. During the contract's duration if there are significant material price increases, we reserve the right to equitably adjust our price by the amount necessary to cover any such increases. A significant price increase is defined as any escalation exceeding 5% from the date of quotation. Price increases shall be documented through quotes and invoices.

***Inclusions***

- Telecommunications construction management.
- Work area clean-up.

***Exclusions***

- Lift and bucket truck rentals
- Any additional service calls or preventative maintenance, other than the visits/services listed above, are excluded from this agreement.
- Service required due to Acts of God or Vandalism
- Services required to troubleshoot or restore network or device outages caused by any other party than I.B. Abel Inc. and CBTS
- Equipment that has been declared end-of-life by the manufacturer
- Device or Network failure due to security breach, virus, Trojan, hacking, etc.
- Power outages

Should you have any questions or require any additional information, please feel free to call.

Sincerely,  
IB Abel, Inc.

*Jeremy Smith*

Jeremy Smith  
Director of Communications Services

Approved by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PO# \_\_\_\_\_



## Terms and Conditions

The Parties agree as follows:

1. **Scope of Work.** I.B. Abel, Inc. ("Contractor") will execute the work diligently and in good and workmanlike manner, free of defects. This scope of work and corresponding price were developed in reliance upon the accuracy of the plans and specifications, if any, provided to Contractor by the Customer.

2. **Additional Costs.** Excavation, if included in the price, consists of earth removal only. Rock excavation will be an extra charge. Overtime is not included, unless specified in the Scope of Work.

3. **Payment.** Contractor may invoice the Customer for progress payments for work completed and material costs incurred monthly by the last day of the month for that month. The Customer agrees to pay invoices in full within thirty (30) days of the invoice date. Late payments will be assessed by interest charges at the rate of 1.5% per month. Interest will continue to accrue until

all past due amounts are paid in full. If the Customer fails to pay any invoice within sixty (60) days of the invoice date, Contractor may stop all work without notice. The Customer will be responsible for attorney's fees, costs, and disbursements incurred by Contractor in pursuing collection against the Customer. All materials and equipment incorporated into the work shall

remain Contractor's property until paid in full.

4. **Progress of the Work and Coordination of Trades.** Contractor will prosecute the work diligently and in accordance with the Customer's progress schedule, as amended and updated. Contractor will coordinate its work with that of other contractors at the job site. The Customer shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of the Customer's separate contractors which are not under the control of the Contractor.

5. **Changes and Extra Work.** The cost of any deletion from modification of or addition to the work covered by this Proposal/Agreement will be added at the time and material rates currently in effect, or a negotiated lump sum price. Payments for extra work will be made as extra work progresses, concurrently with payments invoiced, as described in paragraph 3. Orders for extra work should be made in writing, with any lump sum price agreed

to in advance or based upon Contractor's time and material rates currently in effect. Nevertheless, Contractor is entitled to be paid for extra work, whether the extra work is reduced to writing or not. Extra work includes any increased costs of labor, including overtime, or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others for whom Contractor is not responsible. Contractor is responsible for its subcontractors.

6. **Hazardous Materials.** Contractor's obligation under the Proposal/Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered or suspected,

Contractor's sole obligation is to stop work in the affected area and notify the Customer immediately. Contractor has the right to suspend the work until such products or materials, and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the price equitably adjusted pursuant to paragraph

5 hereunder.

7. **Safety.** Contractor shall maintain safe conditions at the work site always. If Contractor encounters conditions at the site not created by Contractor that Contractor deems to be unsafe, it shall immediately stop work and notify the Customer of the unsafe conditions and shall not be required to commence work until the Customer restores the work site to a safe

condition.

8. **Concealed Conditions.** Should Contractor, in the performance of its Work, encounter concealed conditions, which are at variance with conditions previously indicated, or which differ materially from those ordinarily encountered or reasonably anticipated, Contractor shall be reimbursed for all additional expenses related thereto, plus a reasonable profit, and the



time of completion shall be extended accordingly.

9. Delays. Contractor shall be excused for delays in performance caused in whole or in part by Customer, Owner, Architect, Architect's consultants, or separate contractors, fire, flood, acts of God, strikes or other differences with workmen, war, riot, embargoes, transportation damage or delay, shortages (whether of cars, fuel, labor or materials), acts of civil or military authorities, accidents, or any cause or causes beyond the direct control of Contractor. In case of the happening of any such cause or delay, the time of completion shall be extended accordingly.

10. Suspension/Termination by Contractor. Contractor reserves the right, at its sole option, either to suspend its work or to terminate all contractual relations with Customer, without prejudice to any other remedies available to Contractor, should commencement or performance of work be suspended or substantially delayed.

11. Breach by Customer. If Customer fails to comply with any term or condition hereof, Contractor may, after giving three (3) days prior written notice, stop work until such term or condition is complied with in full to its satisfaction. Two (2) such instances causing Contractor to give notice or stop work shall give Contractor the right to terminate all contractual relations with Customer. Nothing herein shall prejudice any other remedy which Contractor may have as a result of Customer's breach.

12. Notice of Errors or Defects. No claim for compensation for errors or defects in material or workmanship will be allowed against Contractor unless Contractor is given timely notice in writing of such alleged defect or error, and the reasonable opportunity to investigate and correct the same.

13. Contractor's Liability. Contractor shall not be liable to Customer or any third party for any damage to property or injury to persons caused by Contractor's operations, except to the extent caused by Contractor's own negligence.

14. Customer Compliance with Laws. Customer shall comply with all applicable laws, regulations, statutes and ordinances and shall save harmless and indemnify Contractor against loss resulting from a violation thereof.

15. Warranty. Contractor warrants that the workmanship hereunder shall be free from defects for one year from the date of substantial completion of Contractor's work. This warranty extends to programming or reprogramming of any equipment installed by Contractor, if applicable. If any replacement part or item of equipment proves defective, Contractor will extend to the Customer the benefits of any warranty Contractor has

received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty beyond one year from substantial completion will be at the Customer or manufacturer's expense and at the rates then in effect. The Customer accepts the obligation to maintain all parts and equipment in accordance with the manufacturer's recommendations. Any alteration of or failure to maintain parts or equipment will void all warranties provided herein.

16. Bonds and Insurance. Unless otherwise specified in this Proposal, the cost of payment and performance bonds is not included herein and if required, shall be an additional expense to Customer. Contractor will provide the insurance coverages and limits as set forth on its standard Certificate of Insurance, a copy of which is available upon request.

17. Indemnification. To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such

claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in

this Section. In claims against any person or entity indemnified under this Section by an

employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.



**CLAIMS FOR CONSEQUENTIAL DAMAGES** The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- a. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- b. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

18. **Construction and Jurisdiction.** This agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, without consideration to its conflict of law's provisions. Any action arising out of this agreement shall be brought in the United States District Court for the Middle District of Pennsylvania or in the Court of Common Pleas of York County, Pennsylvania.

19. **Waiver.** One or more waivers of any right, obligation or default of this agreement shall not be construed as a waiver of any subsequent or other right, obligation or default.

20. **Clerical error.** Stenographic and clerical errors, if any, in this Proposal are subject to correction. If any term hereof should be held to be unenforceable, all other terms shall remain in full force and effect.

21. **Offer and Acceptance.** This Proposal is an offer to enter into a binding Agreement. The offer is available for the Customer to accept during the next thirty (30) days. The Customer may acknowledge acceptance of this offer by the signature of an authorized individual where indicated in this Proposal/Agreement or by first permitting Contractor to begin the Work. If

Any of the terms contained in this Proposal/Agreement are changed by the Customer, the Customer's signature shall constitute a counteroffer, which Contractor may accept or reject. The effective date of the Agreement shall be the date upon which both parties either sign this

Agreement or acknowledges agreement to all of the contract provisions by initializing changes or the date upon which the Contractor begins the Work. This Agreement describes all of the parties' obligations and incorporates any and all prior discussions, representations and

communications concerning the work. Any modifications to the Agreement may only be made in writing acknowledged by an authorized representative of both parties.

22. **Ownership of Construction Documents.** All construction documents prepared by the Contractor shall remain the property of the Contractor and are not to be used by the Customer without the written consent of the Contractor. Contractor does convey to Customer a non-exclusive license to use Contractor's construction documents for the completion, use and

maintenance of the Project, conditioned upon the Customer's payment to Contractor of all amounts due under this agreement. Customer shall indemnify and hold harmless Contractor from all claims and any expense, including legal fees, which Contractor may thereafter incur by reason of the Customer's use of the Contractor's construction documents without Contractor's direct involvement in the completion of the Project.

23. **Terms and Conditions Controlling.** The provisions contained in these Terms and Conditions shall be controlling in the event of any conflict between the provisions of these Terms and Conditions and terms contained in any other contract documents.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department, to authorize Lawrence M. George, Lancaster County Administrator/Chief Clerk, to sign an agreement for the purchase of natural gas for all County accounts on Tuesday, June 2, 2026.

The current natural gas agreements for DS, LFD and LVT rates are due to expire on December 31, 2026. The current contracted natural gas basis rates (transportation) are \$1.1018 DTH for Rate N (Non-Residential), (\$0.324 DTH) for Rate DS (Delivery Service), and \$.805 DTH for rate LFD (Large Firm Delivery Service). As of May 18, 2026, the County has an estimated not to exceed rate for basis pricing (Capacity/Transportation) of natural gas not to exceed \$2.350 for Rate N, (\$0.200) for Rate DS and \$1.700 for rate LFD, and to approve the timely locking of the NYMEX natural gas commodity based on market conditions. These “not to exceed” rates equate to an estimated annual increase of approximately 6% overall beginning on January 1, 2027. The vendor will not be determined until the time of purchase.

5/27/26

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Department of Public Safety, to approve the following:

**Annual Grant Agreement With:**

Pennsylvania Emergency Management Agency  
Harrisburg, PA

**Purpose:**

To receive Emergency Management Performance Grant funding for 50% reimbursement of salaries and benefits from 2025 for the following staff positions: Department of Public Safety Executive Director, Health & Medical Preparedness Coordinator, and the Administrative Coordinator.

**Amount/Term:**

\$138,776.00 for the period October 1, 2024 through September 30, 2025.

**Funding:**

100% State funding.

**Note:**

Approval is given to Brian P. Pasquale, Executive Director, Department of Public Safety, to electronically sign the grant agreement.

5/27/26

## **EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FOR FEDERAL FISCAL YEAR 2025**

This Emergency Management Performance Grant (“EMPG”) agreement for federal fiscal year (“FFY”) 2025 is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Pennsylvania Emergency Management Agency (“PEMA”), with its principal offices located at 1310 Elmerton Avenue, PA 17110, and Lancaster County (“Subrecipient”), with its principal offices located at 150 N Queen Street, Ste 710, Lancaster, PA 17603-3562.

PEMA is the executive Commonwealth agency responsible for, among other things, the administration of grant programs for emergency response and preparedness in the Commonwealth. Through the EMPG Program (“Program”), the U.S. Department of Homeland Security (“USDHS”), Federal Emergency Management Agency (“FEMA”) provides funding to states and territorial governments to enhance their emergency management capabilities.

PEMA has applied for and received Program funding from FEMA for FFY 2025. In accordance with the USDHS grant, PEMA will subgrant Program funds to eligible subrecipients in the Commonwealth.

The Subrecipient submitted a grant application to PEMA for Program funding to support all-hazards preparedness activities that address disaster risks and strengthen core emergency management functions. FEMA and PEMA determined that the Subrecipient is eligible to receive Program funds and that Subrecipient’s proposed use of funds meets Program requirements.

PEMA now wishes to set forth the terms and conditions under which it will subgrant Program funding to the Subrecipient.

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

1. Subgrant Award. Subject to the terms and conditions of this agreement and the availability of funds, PEMA subgrants up to \$138,776.00 in federal Program funds to the Subrecipient to support the all-hazards emergency preparedness activities outlined in Subrecipient’s approved work statement (“Statement of Work”) set forth in Attachment A. The Subrecipient shall utilize grant funds to carry out the Statement of Work in accordance with the budget set forth in Attachment A (“Budget”).
2. Award Modification. PEMA may increase or decrease the amount of the Subgrant Award by providing written notice of award modification to the Subrecipient without the need to amend this agreement. PEMA may require the Subrecipient to submit a revised work statement and budget consistent with the award modification. Upon PEMA’s approval, the revised work

statement and budget will replace the Statement of Work and Budget set forth in Attachment A. Award modifications are subject to the approval of the Governor’s Office of the Budget, Comptroller’s Operations Office.

3. Budget Adjustments. The parties may adjust the dollar amounts of specific categories within the Budget without the need to amend this agreement if the adjustments do not increase the Subgrant Award. The Subrecipient shall submit any proposed adjustments to the Budget to PEMA for review and approval. A Budget adjustment will not be effective until it has been approved by PEMA in writing.
4. Term. The term of this agreement will commence on the date of the last Commonwealth signature and will remain in effect until January 28, 2028 (“Term”), unless sooner terminated in accordance with paragraph 23. This agreement is not binding in any way, nor will the Commonwealth or PEMA be bound, until this agreement has been fully executed and the Subrecipient has received a fully executed copy.
5. Period of Performance. The period of performance for this agreement will commence on October 1, 2024 and end on September 30, 2025 (“Period of Performance”). PEMA may extend the Period of Performance by providing written notice of extension without the need to amend this agreement, so long as the extension of the Period of Performance does not exceed the Term.
6. Extension of Term. PEMA may extend the Term for up to 90 days by providing written notice of extension to the Subrecipient without the need to amend this agreement. Any extension of the Term in excess of 90 days must be accomplished through a formal amendment to this agreement.
7. Program Guidelines. The Subrecipient shall perform grant activities in accordance with the EMPG Administrative Guide set forth in Attachment B.
8. Reporting Requirements. The Subrecipient shall comply with all reporting requirements of the Pennsylvania Emergency Incident Reporting Standards (PEIRS).
9. Funding Provisions. The Subrecipient shall contribute at least 50% of eligible grant activity costs as the non-federal matching requirement. The cost share for this Subgrant Award is as follows:

Federal Share	\$138,776.00
Subrecipient Share	\$138,776.00
TOTAL	\$277,552.00

10. Disbursement of Subgrant Award.

- a. Invoices. The Subrecipient shall submit quarterly reimbursement requests and supporting documentation for eligible costs and expenses to PEMA. Supporting documentation includes receipts, reports, records, and any other documents that PEMA may require as proof of expenditures. The Subrecipient shall submit each reimbursement request by the 15<sup>th</sup> day of the quarter following the quarter in which the costs and expenses were incurred.
- b. Reimbursement. Upon PEMA's receipt and approval of each quarterly reimbursement request, PEMA shall reimburse the Subrecipient for eligible costs and expenses incurred by the Subrecipient during the Period of Performance. PEMA shall not reimburse the Subrecipient for activities or expenditures that do not comply with, or are not eligible under, the regulations, policies, guidelines, and requirements applicable to Program funding.
- c. Verification. PEMA shall only make reimbursement payments to the Subrecipient after PEMA has received supporting documentation and verified that the identified charges or expenses comply with the requirements of this agreement.
- d. Exclusions. The Subrecipient may not request reimbursement for a charge or expense that it has received or may receive reimbursement pursuant to any other federal or state grant award.
- e. Withholding of Payment. PEMA may withhold any payment if PEMA determines, in its sole discretion, that the Subrecipient has failed to fulfill its obligations under any previous agreement or another contract between the parties. Upon the Subrecipient's fulfillment of its obligations under the prior agreement or contract, PEMA shall initiate the disbursement of the applicable payment.

11. Commonwealth Standard Terms and Conditions. The Subrecipient shall comply with the Commonwealth's Standard Terms and Conditions, Grant Version (Revised – 10/1/2023) set forth in Attachment C.

12. Federal Terms and Conditions. The Subrecipient shall comply with the FY 2025 USDHS Standard Terms and Conditions, Version 3 (April 18, 2025) set forth in Attachment D. Notwithstanding their inclusion in the FY 2025 USDHS Standard Terms and Conditions, the following immigration provisions do not apply to this grant award:

- a. paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials);

- b. paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration); and
  - c. paragraph C.XL (Termination of Federal Award).
13. Federal Funding Accountability and Transparency Act. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act requirements set forth in Attachment E.
14. Prohibited Use of Federal Funds. The Subrecipient shall not use any federal funds for lobbying. The Subrecipient shall comply with federal and state filing requirements if non-federal funds are used for lobbying.
15. Compliance with Applicable Law. The Subrecipient shall comply with all applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, Title 2 Part 200 of the Code of Federal Regulations (“CFR”), Title 28 CFR Part 17, the Notice of Funding Opportunity for the FY 2025 EMPG Program (“NOFO”), the 2025 Preparedness Grants Manual, and the terms and conditions of the federal award. It is the affirmative, non-delegable duty of the Subrecipient and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these federal grant funds.
16. Additional Compliance Requirements.
- a. National Incident Management System. The Subrecipient shall comply with all federal statutes, USDHS directives, policies, and procedures related to the National Incident Management System (“NIMS”). Compliance includes ensuring and maintaining adoption and implementation of both NIMS and the Commonwealth’s NIMS implementation strategy. PEMA shall not reimburse the Subrecipient for any activity or expense that is not compliant with NIMS.
  - b. National Qualification System. The Subrecipient shall comply with all National Qualification System (“NQS”) implementation requirements in accordance with the NOFO and 2025 Preparedness Grants Manual. The Subrecipient shall develop an NQS implementation plan in consultation with PEMA.
17. No PEMA Liability. PEMA shall not be liable for any claims, damages, or liability arising out of, or related to, the Subrecipient’s activities, programs, or services funded, in whole or in part, under this agreement. Nothing in this agreement may be construed to waive or otherwise affect the sovereign immunity of the Commonwealth or its agencies.

18. Personnel Administration. The Subrecipient shall maintain a system of personnel administration in accordance with standards prescribed by the Office of Personnel Management (“OPM”), including Title 5 CFR Part 900, Subpart F, OPM Standards for a Merit System of Personnel Administration.
19. Training Requirements. The Subrecipient shall participate in all required Program training and workshops facilitated by USDHS, FEMA, or PEMA.
20. Maintenance and Retention of Records. Utilizing accepted procedures, the Subrecipient shall maintain, at its principal offices or place of business, complete and accurate records, including documents, correspondence, and other evidence pertaining to costs and expenses incurred by the Subrecipient under this agreement, and reflecting all matters and activities covered by this agreement. The Subrecipient shall maintain all records for a period of three years from the expiration or termination date of this agreement, except in those cases where unresolved claims or audit questions may require the Subrecipient to continue to maintain some or all records until the claim or question is finally resolved.
21. Audit Rights. At any time during normal business hours and as often as PEMA requires, the Subrecipient shall make all records related to this agreement available for inspection by PEMA, Office of the Budget, Office of State Inspector General, Department of the Auditor General, Office of Attorney General, USDHS, FEMA, or their authorized representative(s) to audit, examine, and make copies of these records. The Subrecipient shall also:
  - a. Permit access to facilities, personnel, and other individuals and information that the federal or state agency may determine is necessary.
  - b. Comply with any compliance review or evaluation conducted by USDHS, FEMA, or PEMA.
  - c. Comply with the Single Audit Act requirements set forth in Attachment F.
  - d. Establish internal personnel safeguards that prohibit employees, contractors, agents, members, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member, or representative.
22. Temporary Suspension.
  - a. Grounds for Suspension. PEMA may temporarily suspend this agreement for Subrecipient’s breach of this agreement, violations of applicable law, audit exceptions,

misuse of grant funds, gross mismanagement of the Statement of Work, malfeasance, or criminal activity.

- b. Notice of Suspension. PEMA shall provide a written notice of suspension to the Subrecipient. The notice must set forth the effective date of the suspension and identify the reason(s) for the suspension.
- c. Effect of Suspension. PEMA shall not reimburse the Subrecipient for costs and expenses incurred during the period of suspension.
- d. Subrecipient Obligations During Suspension. The Subrecipient shall cure all deficiencies identified in the notice of suspension to PEMA's satisfaction. The Subrecipient may not recommence grant activities until PEMA, at its discretion, reinstates this agreement by written notice following the suspension.

23. Termination.

- a. Termination for Convenience. PEMA may terminate this agreement at any time for its convenience by providing written notice of termination to the Subrecipient. The termination will be effective on the date set forth in the notice. PEMA shall reimburse the Subrecipient for any eligible costs or expenses incurred by the Subrecipient prior to the effective date of the termination.
- b. Non-Appropriation. If the Term exceeds one year and funds are not appropriated or otherwise made available to PEMA to support the Program in a subsequent year, PEMA may terminate this agreement by providing written notice of termination to the Subrecipient. The termination will be effective on the date set forth in PEMA's notice. PEMA shall reimburse the Subrecipient for any eligible costs or expenses incurred by the Subrecipient prior to the effective date of the termination.
- c. Termination for Cause. PEMA may terminate this agreement for cause by providing written notice of termination to the Subrecipient. The termination will be effective on the date set forth in the notice. PEMA shall reimburse the Subrecipient for any eligible costs or expenses incurred by the Subrecipient prior to the effective date of the termination.
- d. Survival of Terms. The provisions and obligations set forth in paragraphs 7, 8, 11, 12, 13, 15, 16, 17, 20, 21, and 24 will survive the termination of this agreement.

24. Offset, Withholding, Recoupment, and Deobligation. At any time, PEMA may offset, withhold, recoup, or deobligate grant funds or payments for grant activities and expenses if

PEMA determines that either the Subrecipient has violated this agreement or Subrecipient's expenditures are or were not eligible, proper, or allowable. The Subrecipient shall return grant funds in accordance with any recoupment instructions provided by PEMA. These rights and remedies are in addition to those PEMA may have under law, statute, regulation, or otherwise.

25. Notice. All notices and other correspondence required or permitted under this agreement ~~must~~ be in writing and personally delivered or delivered by United States Postal Service, ~~permitted~~ or registered mail, return receipt requested, by overnight courier with written ~~of receipt~~, or by email with evidence of receipt. Any notice or correspondence must be sent ~~the~~ applicable party at the following address:

a. If to PEMA:

Tasha Cressler  
Grants Manager  
Pennsylvania Emergency Management Agency  
1310 Elmerton Avenue,  
Harrisburg, Pennsylvania 17110

b. If to the Subrecipient:

Brian Pasquale  
Director of Emergency Management  
Lancaster County Emergency Management Agency  
Post Office Box 219,  
Manheim, Pennsylvania 17545-0219

Either party may change its designated address by providing written notice to the other party.

26. Assignment. The Subrecipient may not assign or transfer its rights or duties under this agreement without the prior written consent of PEMA. Approval of an assignment does not establish any legal relationship between the Commonwealth or PEMA and the assignee.

27. Amendments and Modifications. Except as provided in paragraphs 2, 3, 5, 6, and 25, no amendment or modification of this agreement is valid unless made in writing and signed by the parties with the same formality as the agreement.

28. Independent Contractor. Nothing contained in this agreement is intended or may be construed

to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Subrecipient as the representative or general agent of PEMA for any purpose whatsoever.

29. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.
30. No Waiver. No delay or failure of PEMA or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by PEMA or the Commonwealth of the provision or its right or remedy.
31. Integration and Merger. When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.
32. Counterparts. This agreement may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.
33. Electronic Signatures. This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. §§ 2260.301 et seq.
34. Signatories Attestations. By signing this agreement, the individuals signing on behalf of the Subrecipient (“Signers”) acknowledge that:
  - a. their electronic signatures confirm that they are authorized to sign this agreement and contractually bind the Subrecipient.
  - b. they are acting in compliance with the applicable law and the organizational and governance documents of the Subrecipient.
  - c. they and the Subrecipient understand that PEMA will rely on these representations and confirmations in its subsequent review and execution of this agreement.
  - d. they are submitting official information to the Commonwealth.

- e. they are aware that any false statement(s) made to PEMA or the Commonwealth related to this grant may subject them to substantial civil and criminal penalties, including 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]**

The parties, through their authorized representatives, have signed this agreement on the dates indicated below.

**LANCASTER COUNTY**

To be obtained electronically

\_\_\_\_\_  
 Signature Date

**COMMONWEALTH OF PENNSYLVANIA  
 PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY**

To be obtained electronically

\_\_\_\_\_  
 Director or Designee Date

**APPROVED AS TO FORM AND LEGALITY:**

To be obtained electronically

\_\_\_\_\_  
 Office of Chief Counsel Date

**Form Pre-Approval # 30-FA-3.3**

\_\_\_\_\_  
 Office of General Counsel Date

**Form Pre-Approval # 30-FA-3.3**

\_\_\_\_\_  
 Office of Attorney General Date

**APPROVED:**

To be obtained electronically

\_\_\_\_\_  
 Comptroller Date

**Federal Award Identification  
 (as required by 2 CFR 200.332(b)(1))**

i. Subrecipient: Lancaster County	ii. UEI#: Q42ZKMTD1HH6
iii. FAIN: EMP-2025-EP-05001	iv. Federal Award Date: 9/28/2025
v. Subaward Budget Period: Start Date: 10/1/2024 End Date: 9/30/2025	
vi. Assistance Listing Number and Title: 97.042 Emergency Management Performance Grants	

Attachment A

FEDERAL FISCAL YEAR 2025

EMERGENCY MANAGEMENT PERFORMANCE GRANT

PERFORMANCE PERIOD: October 1, 2024 to September 30, 2025

**Lancaster County**

FEDERAL SHARE:

**\$138,776.00**

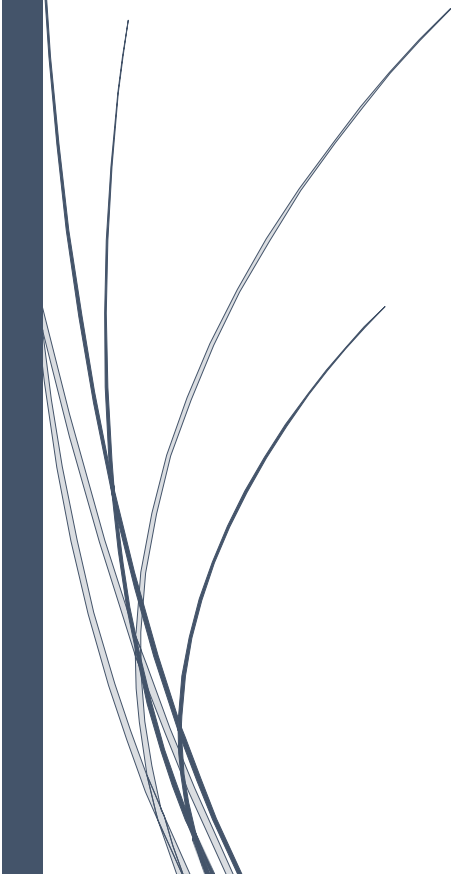
APPROVED POSITIONS:

Emergency Management Coordinator  
Operations and Training Officer  
Administrative Assistant 1



# Emergency Management Performance Grant Program Administrative Guide

FY 2025



# Table of Contents

<b>Executive Summary and Overview .....</b>	<b>3</b>
<b>Grant Regulations and Guidance .....</b>	<b>3</b>
<b>National Incident Management System (NIMS).....</b>	<b>3</b>
<b>Administrative Guidance .....</b>	<b>4</b>
<b>Chapter 1: Application and Award Process .....</b>	<b>4</b>
<b>1.1 Performance Period.....</b>	<b>4</b>
<b>1.2 Pre-Application Planning.....</b>	<b>4</b>
<b>1.3 Application Submission Process .....</b>	<b>5</b>
<b>1.4 Application Review Process .....</b>	<b>5</b>
<b>1.5 Grant Agreements.....</b>	<b>5</b>
<b>1.6 Sub-granting of Funds .....</b>	<b>5</b>
<b>1.7 Special Conditions and Assurances .....</b>	<b>5</b>
<b>Chapter 2: Fiscal Responsibility .....</b>	<b>6</b>
<b>2.1 Expenditure of Grant Funds .....</b>	<b>6</b>
<b>2.2 Local Match .....</b>	<b>6</b>
<b>Chapter 3: Allowable Cost Categories .....</b>	<b>6</b>
<b>3.1 Personnel Salary.....</b>	<b>6</b>
<b>3.2 Training .....</b>	<b>8</b>
<b>3.3 Exercise .....</b>	<b>9</b>
<b>Chapter 4: The Annual Statement of Work (ASOW).....</b>	<b>12</b>
<b>Chapter 5: Subrecipient Quarterly Reporting .....</b>	<b>12</b>
<b>Chapter 6: Reimbursements .....</b>	<b>13</b>
<b>6.1 Personnel.....</b>	<b>13</b>
<b>6.2 Training and Exercise.....</b>	<b>13</b>
<b>Chapter 7: Grant Close-out.....</b>	<b>13</b>
<b>7.2 De-obligation of Funds.....</b>	<b>13</b>
<b>7.3 Funds Recovery .....</b>	<b>13</b>
<b>7.4 Records Maintenance and Retention.....</b>	<b>14</b>
<b>Chapter 8: Monitoring.....</b>	<b>14</b>
<b>8.1 Types of Monitoring .....</b>	<b>14</b>
<b>8.2 Components of Monitoring .....</b>	<b>15</b>

8.3 Monitoring Reports ..... 15  
8.4 Corrective Action Plan and Finding Resolution..... 16

## **Appendices**

**Appendix A: Course Instruction Request (CIR)**

**Appendix B: Environmental and Historic Preservation (EHP) Screening Form**

**Appendix C: Annual Statement of Work (ASOW) Checklist**

**Appendix D: EMPG Quarterly Report Workbook**

**Appendix E: Bank Account Verification Form (DGM-04)**

**Appendix F: EMPG Training and Exercise Reimbursement**

**Appendix G: Financial Status Form (DGM-16F)**

## Executive Summary and Overview

The Emergency Management Performance Grant (EMPG) Program is a key component of the National Preparedness System. It supports the building, sustainment, and delivery of core capabilities critical to achieving the National Preparedness Goal of a secure and resilient nation and preparing the nation for catastrophic disasters. EMPG funds support core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery, and is based on allowable costs.

As authorized by Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295)(6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 *et seq.*); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 *et seq.*); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 *et seq.*), the EMPG Program provides federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards. Through the EMPG Program, the Federal Government provides direction, coordination, guidance, and necessary assistance to support a comprehensive all-hazards emergency preparedness system.

The EMPG Program supports the implementation of Urban Area, State, and Regional Threat and Hazard Identification and Risk Assessments (THIRAs) and Stakeholder Preparedness Reviews (SPRs). The annual THIRA and SPR identify planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to and recover from acts of terrorism and other catastrophic events. These needs are incorporated into the Integrated Preparedness Plan (IPP) for the state, counties, and task forces to implement.

At the federal level, the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) manages the EMPG Program. The Pennsylvania Emergency Management Agency (PEMA) serves as the State Administrative Agency (SAA) responsible for applying to FEMA for EMPG funding, accepting the federal award, and administering the grant funds on behalf of the Commonwealth of Pennsylvania (Commonwealth).

### Grant Regulations and Guidance

This guide incorporates grant information and regulations from federal, state, and other resources managed by PEMA in its role as the SAA. The requirements outlined in this guide take effect beginning with the period of performance, which starts on October 1, 2025. This guide is not intended to supersede or replace any federal regulations or guidance.

In addition to the following guidance, subrecipients and their fiscal officers must ensure full compliance with all applicable federal requirements.

### National Incident Management System (NIMS)

Future federal preparedness funding and assistance is contingent upon progress toward achieving full NIMS compliance, as outlined in the Federal Implementation Objectives and each year's federal preparedness grant program Notice of Funding Opportunities (NOFO). To remain eligible for EMGP funding, Pennsylvania and its local jurisdictions must continue working toward implementing NIMS and completing the compliance activities identified by the National Integration Center (NIC). Progress will be assessed annually, and strategies will be developed to

assist stakeholders in achieving measurable improvement and sustained compliance.

### Administrative Guidance

The following legal authorities and requirements govern the use of EMPG funds and grant activities:

- The grant agreement between the Commonwealth and the subrecipient
- Relevant Federal Fiscal Year DHS Standard Terms and Conditions
- Fiscal Year 2025 Notice of Funding (NOFO)
- 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
- 2 CFR Part 225, *Cost Principles for State, Local and Indian Tribal Governments*
- 6 U.S.C. § 762, Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended (Pub. L. No. 109-295)
- 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*
- 42 U.S.C. §§ 5121 *et seq.*, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288)
- 42 U.S.C. §§ 7701 *et seq.*, the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124)
- 42 U.S.C. §§ 4001 *et seq.*, the National Flood Insurance Act of 1968, as amended (Pub.L. No. 90-448)
- FEMA Information Bulletins, which can be found at:  
<https://www.fema.gov/grants/preparedness/about/informational-bulletins>.

## Chapter 1: Application and Award Process

FEMA releases the annual NOFO, notifying PEMA of the application timeline and the overall grant allocation for the Commonwealth. PEMA then informs subrecipients of their preliminary allocations. Additional adjustments may be made, if necessary once FEMA issues the final grant award.

### 1.1 Performance Period

The performance period is the timeframe during which grant-funded activities may occur. Costs incurred and activities performed outside of this period are not eligible for reimbursement or funding. FEMA establishes the federal performance period for all awards issued to the grant recipient. PEMA, as the recipient, may set more restrictive performance periods for subrecipients to ensure the Commonwealth remains compliant with federal timelines for close-out and reporting requirements.

### 1.2 Pre-Application Planning

Subrecipients should begin planning and gathering information for their applications several months before the projected release of the NOFO. This includes:

- Completing a THIRA/SPR to identify capability gaps.
- Participating in the annual Integrated Preparedness Plan Workshop (IPPW).
- Determining training and exercise activities that will:
  - a) Close County THIRA/SPR-identified gaps.
  - b) Meet priorities identified in the IPP.
  - c) Support implementation of the National Qualification System.
  - d) Contribute toward achieving Associate or Professional PEMA Certification,
  - e) Identify positions supported with EMPG funding.

Projected expenses should be as accurate as possible and account for any known or anticipated salary increases for personnel costs. All grant expenditures and activities must align with county and state THIRA/SPRs and the IPP, with the goal of building capabilities and closing identified gaps.

### 1.3 Application Submission Process

PEMA will notify eligible applicants by email regarding the opening and closing dates of the grant application period within the Electronic Single Application (ESA) system. Each ESA application must be completed and submitted by the application closing date. Early submission is strongly encouraged.

Applications that are incomplete or not submitted within the established application period cannot be accepted by PEMA.

### 1.4 Application Review Process

Each application will be reviewed to ensure that it meets the goals and objectives outlined in the current EMGP NOFO. Applications will also be evaluated to ensure they:

- Comply with all applicable federal guidelines.

- Are consistent with and support the overall implementation of the Commonwealth’sIPP, state priorities, national priorities, core capabilities, and THIRA/SPR results.
- Demonstrate how the proposed activities will achieve the listed goals, objectives, and performance measures, and increase the subrecipient’s core capabilities.
- Explain how the subrecipient will coordinate efforts with state and local jurisdictions, as well as other federal grant programs.
- Are complete and include all required information and supporting documentation.

During the review process, subrecipients may be required to correct or clarify items in their application. Each subrecipient should identify a single point of contact to respond to questions related to the application.

### **1.5 Grant Agreements**

Grant agreements will be provided electronically to subrecipients for review and signature through the ESA system.

If the subrecipient’s executive staff designates another individual to sign the grant agreement, a signatory authority form must be submitted to PEMA or already be on file. Updated signatory authority forms reflecting personnel changes should be sent to: [RA-DGMhmgrants@pa.gov](mailto:RA-DGMhmgrants@pa.gov).

### **1.6 Sub-granting of Funds**

Subrecipients are not authorized to subgrant EMPG funds. PEMA retains sole discretion to determine what actions constitute a subgrant.

### **1.7 Special Conditions and Assurances**

Subrecipients must adhere to all special conditions and assurances that are included in, or incorporated by reference into, the grant agreement. This includes, but is not limited to: PEMA grant policies, Commonwealth Standard Terms and Conditions, DHS Standard Terms and Conditions, NOFO articles, and federal EMPG guidelines and regulations, including 2 CFR Part 200 and 28 CFR Part 17. *PEMA strongly encourages subrecipients to review all special conditions and assurances with their legal counsel prior to executing the grant agreement.*

## **Chapter 2: Fiscal Responsibility**

### **2.1 Expenditure of Grant Funds**

Subrecipients are responsible for ensuring that all grant funds are properly obligated and expended within the established grant performance period.

### **2.2 Subrecipient Matching Requirement**

The EMPG Program requires all subrecipients to provide a **50% non-federal match** of the total cost of approved projects. This matching requirement applies to all allowable cost categories, including salaries, training, and exercise expenses. EMPG funds cannot be used to match any other federal funds.

## **Chapter 3: Allowable Cost Categories**

Subrecipients receive EMPG funds to support allowable and approved expenditures for emergency management personnel salaries, training, and exercises.

### **3.1 Personnel Salary**

Approved and eligible emergency management positions include:

- Administrative Assistant
- Clerical Assistant
- Emergency Management Coordinator (EMC)
- Emergency Management Executive
- Operations and/or Training Officer
- Planner

EMCs, including interim EMCs, who also hold other county positions or duties may only be reimbursed for the percentage of time or hours spent performing direct EMC duties. Formal written notification certifying the percentage of time or hours allocated to EMC responsibilities must be submitted along with the quarterly reports (see Chapter 5) to [RA-dgmhmgrants@pa.gov](mailto:RA-dgmhmgrants@pa.gov).

### **EMC Certification Requirement**

Salary expenditures for all emergency management positions are reimbursed at a rate of 50%, with specific exceptions for county EMCs. County EMCs must successfully complete required certifications within allotted timeframes to maintain the 50% reimbursement rate. The county EMC certification process consists of two (2) required steps:

- **Associate Certification:** A newly appointed county EMC must obtain an Associate Certification within 1 year of appointment. Failure to obtain the Associate Certification within this timeframe will result in all future reimbursements being reduced to 25% for the EMC position.
- **Professional Certification:** Additionally, all county EMCs must obtain a Professional Certification within 3 years of their appointment date. Failure to obtain their Professional Certification within this timeframe will result in all future reimbursements being reduced to 25% for the EMC position.

Additional details on the county EMC certification process can be obtained from the PEMA Area Office Director or through PEMA's website under [Information for Government Partners](#).

### **Allowable vs. Prohibited Salary Expenditures**

Allowable salary expenditures include the following employer-paid expenses for approved emergency management positions:

- Gross earnings (no salary cap or maximum)
- Federal Insurance Contributions Act (FICA)
- Retirement
- Workers' Compensation
- Unemployment Compensation
- Health insurance
- Life insurance
- Dental insurance
- Vision insurance
- Prescription coverage

Prohibited salary expenditures include, but are not limited to, the following:

- Any additional hours worked beyond the regular scheduled hours, including call time, additional hours/overtime paid at straight-time or premium rates, and extra pay for hours worked on scheduled days off or holidays.
- Leave payouts
- Bonuses
- Stipends
- Longevity pay
- Administrative fees
- Stop-Loss Insurance
- Elective contributions or donations
- Health Savings Account (HSA) Contributions (employee deductions or employer match)
- “Thank you” gifts, souvenirs, awards, or appreciation dinners
- Vendor-invoiced late payment fees
- Hiring of public safety personnel for traditional duties

### **Position Descriptions**

Copies of all position descriptions for personnel paid with federal EMPG grant funds must be kept onfile with PEMA. Subrecipients may request changes to position classifications; however, any revised classification or title must remain eligible under the EMPG Program. All changes to position descriptions must be submitted by email to: [RA-dgmhmgrants@pa.gov](mailto:RA-dgmhmgrants@pa.gov).

### **Merit-Based vs Civil Service Hiring System**

Subrecipients must maintain a system of personnel administration for all positions directly reimbursed or funded through the EMPG Program. This system may be either a merit-based hiring system administered by the subrecipient, **or** participation in the Commonwealth’s Civil Service Commission program, in which local entities contract directly with the Commission for personnel services.

Federal requirements mandate that subrecipients maintain a personnel administration system that conforms with the standards prescribed by the Office of Personnel Management (“OPM”) under 5 CFR Part 900, Subpart F – OPM Standards for a Merit System of Personnel Administration. It is the subrecipient’s responsibility to ensure compliance with these federal standards. Subrecipients must provide formal written notification to PEMA whenever the system of personnel administration changes. The notification must include the effective date of the change and a list of positions operating under the civil service system or merit-based system respectively. Notifications must be sent by email to [RA-dgmhmgrants@pa.gov](mailto:RA-dgmhmgrants@pa.gov).

### **3.2 Training**

All EMPG-funded personnel are expected to be trained emergency managers. For clarification, a “trained emergency manager” is an individual who:

- Holds a designated position within the county Emergency Operations Center (EOC);
- Has completed the training required for that position; and
- Meets all EMGP-required training as outlined below.

## EMPG-Required Training

- **NIMS Training:** Personnel must complete the following Independent Study (IS) courses (any current version accepted): IS-100, IS-200, IS-700, and IS-800.
- **Professional Development Series (PDS)/Basic Academy:** Personnel must also complete one of the following: PDS or Emergency Management Professionals Program (EMPP) Basic Academy, as listed below:

Professional Development Series or Basic Academy	
PDS Professional Development Series	Basic Academy Basic Academy Pre-requisites and Courses
IS-120: An Introduction to Exercises	IS-100: Introduction to the Incident Command System
IS-230: Fundamentals of Emergency Management	IS-700: National Incident Management System (NIMS) – An Introduction
IS-235: Emergency Planning	IS-800: National Response Framework, An Introduction
IS-240: Leadership and Influence	IS-230: Fundamentals of Emergency Management
IS-241: Decision Making and Problem Solving	E/L101: Foundations of Emergency Management
IS-242: Effective Communication	E/L 102: Science of Disasters
IS-244: Developing and Managing Volunteers	E/L 103: Planning Emergency Operations
	E/L 104: Exercise Design
	E/L105: Public Information & Warning

## Allowable Training-Related Costs

Allowable training-related costs for EMPG subrecipients may be applied to the following SAA priorities (subject to change as new gaps or sustainment needs are identified):

- Implement the PEMA Qualification System/National Qualification System (as identified in the Commonwealth’s SPR).
- Close gaps identified in the Commonwealth’s or task force’s SPR.
- Host training or exercises that support certification under PEMA’s Certification Directive (available on PEMA’s website under [Information for Government Partners](#)).

Eligible expenses also include costs associated with developing, supporting, conducting, and attending training, such as supplies, meals, travel and lodging, facility rental fees, instructor fees, and other directly related training expenses.

Course information for all DHS/FEMA-approved courses is available through the National Training and Education Division (NTED) at <https://www.firstrespondertraining.gov/frts/> under the appropriate category. *Please note that not all federally provided courses are eligible under all federal grant programs.*

## Training Requirements and Alignment

All EMPG-funded training or exercises must link to at least one core capability and align with an identified sustainment need or gap identified in the subrecipient's, task force's, or Commonwealth's SPR. Subrecipients may either complete their own SPR or include their local/county-level gaps or sustainment needs in their Regional Task Force SPR.

Training entities must submit a Course Instruction Request (CIR) ([Appendix A](#)) for all EMPG-funded trainings or exercises. The SPR must be on file with the PEMA Planning Division before a CIR can be approved or reimbursed. Training for citizens in preparedness, prevention, response skills, and volunteer activities must be coordinated with local Citizen Corps Councils.

Subrecipients should refer to applicable federal grant guidelines for allowable training costs, approved courses, and reporting requirements. All training, including courses listed in the [NTED Catalog](#) or state/ federal catalogs, must be coordinated with PEMA's Training and Exercise Division (TED).

Prior to using EMPG funds for attendance at or development of non-DHS approved training (including overtime and backfill), subrecipients must obtain approval from PEMA's TED through the CIR process. Non-DHS training approvals are coordinated through DHS.

### 3.3 Exercise

Exercises conducted with EMPG funding must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP guidance for exercise design, development, performance, evaluation, and improvement planning can be found in the HSEEP Toolkit <https://preptoolkit.fema.gov/web/hseep-resources>.

Allowable exercise-related costs under EMPG include establishing, supporting, conducting, and attending exercises. This includes costs associated with supplies, meals, travel and lodging, facility rentals, facilitator fees, and other expenses directly related to exercises. Exercise solution area funds may also be used to purchase supplies in support of an exercise, including supplies procured through PEMA.

PEMA TED may decline to accept a course for instruction if it does not meet required lead times for federal courses or does not meet the EMPG training/exercise criteria outlined above. The table below provides required lead times based on course type:

Document		Lead Time
Individual Applications Federally Approved	Schools need additional time to ensure travel arrangements Popular classes will fill up as much as three to six months prior to class dates Some schools will cancel classes which have not reached minimum enrollment atleast six weeks prior to course start	90 Days

Individual Applications Non- Approved	Additional time is needed by PEMA to verify the course and student eligibility  Popular classes will fill up as much as three to six months prior to class dates  Some schools will cancel classes that have not reached minimum enrollment atleast six weeks prior to course start	90 Days
EMI Applications	Attached prerequisites to the application  Popular classes will fill up as much as three to six months prior to class dates  EMI may cancel classes that have not reached minimum enrollment at least sixweeks prior to course start	90 Days
CIR: Federal and State-Sponsored Courses	Courses can be found in the federal or state catalogs  The Training and Exercise Division will review and accept or decline the CIR  Accepted training should be entered in TRAIN PA	90 Days
CIR-Non-Approved Course	Additional time is needed by PEMA to verify non-approved course content todetermine its eligibility under the scope of EMPG  The Training and Exercise Division will review and accept or decline the CIR  The firstresponder.com receipt and a copy of the signed CIR will be forwarded tothe requesting agency for their records	90 Days
Mobile Training Team (MTT) Requests	Required by in-state planning, logistics, posting, and advertising for the training  Additional time is needed by PEMA to verify non-approved course content todetermine its eligibility under the scope of EMPG  Accepted training should be entered in TRAIN PA	180 Days

All exercises require the submission of a CIR, which is especially important when federal EMPG funds are used to finance any portion of the exercise. Funds may be used in accordance with the applicable grant year guidance for allowable exercise costs.

Exercises must be executed in accordance with HSEEP manuals. HSEEP guidance can be found on FEMA’s website at: [Homeland Security Exercise and Evaluation Program \(HSEEP\) \(fema.gov\)](https://www.fema.gov/hseep).

Subrecipients are encouraged to post exercises to the National Exercise Schedule System (NEXS), located on the HSEEP website, and must use the HSEEP Tool Kit. PEMA staff are available to review exercise plans for programmatic eligibility as needed.

Note: Conferences funded by EMPG also require CIR submission and approval before any costs are incurred.

**Environmental and Historic Preservation (EHP) Requirements for Training and Exercise**

When Subrecipients are planning a training session, drill, or exercise—particularly those that may involve any type of disturbance to land, water, or vegetation, or the construction of temporary outdoor structures—they should be aware that an EHP review may be required. Classroom-based training activities (e.g., tabletop exercises, functional exercises, etc.) typically do not require a formal EHP review, and EHP documentation would not need to be submitted. However, exceptions include classroom training activities that involve the use of chemical or biological agents, explosives, fire, or other hazardous materials, which may trigger EHP review requirements.

An EHP review may take 60 to 90 working days for proposed activities with minimal potential impact on environmental resources or historic properties. Activities with greater potential impact may take up to one year or longer. Subrecipients should plan trainings, drills, and exercises with adequate lead time to allow for the EHP review process. For additional information on EHP requirements and the EHP screening form ([Appendix B](#)), refer to FEMA's Preparedness Grants EHP Compliance webpage at <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>. Subrecipients must submit completed EHP screening forms to [RA-dgmhmgrants@pa.gov](mailto:RA-dgmhmgrants@pa.gov) for review. PEMA will coordinate with FEMA and return approval to the subrecipient.

### **Special Events Planning**

If a state or Urban Area will host a special event (e.g., Super Bowl, G8 Summit, etc.), the related planning activities should be considered a training or exercise activity under the multi-year Integrated Preparedness Plan (IPP). States must include all confirmed or anticipated special events in the multi-year IPP.

States or Urban Areas may use SHSP or UASI funding to support training and exercise activities conducted in preparation for these events. Exercises held at major venues (e.g., arenas, convention centers, etc.) that focus on evacuation, communications, and command and control are strongly encouraged.

Participation in special events or planned events, such as National Special Security Events (NSSE) or Special Event Assessment Rating (SEAR) events, may be considered training or exercise activity if the event receives CIR approval. Costs directly related to approved training and exercise activities conducted in conjunction with a special event are allowable, with the exception of operational overtime.

Planning activities for a special event may also be considered a training or exercise and may be financed with EMPG funding. Please note that EMPG funds **may not** be used for costs directly related to the special event. Excluded costs include, but are not limited to: gasoline, supplies, equipment, meals, or any other expense that would be considered supplanting.

## Chapter 4: The Annual Statement of Work (ASOW)

The ASOW Checklist ([Appendix C](#)) contains program-specific information and requirements. The EMPG Program’s allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

The ASOW identifies the priority program deliverables that support these core capabilities as well as Pennsylvania-specific preparedness and training requirements.

Subrecipients must provide quarterly updates to the ASOW to their respective Area Office no later than 15 days after the end of each quarter.

Below is the ASOW submission schedule:

<b>Due Date</b>	<b>Covered Period</b>
January 15	October 1 to December 31
April 15	January 1 to March 31
July 15	April 1 to June 30
October 15	July 1 to September 30

## Chapter 5: Subrecipient Quarterly Reporting

Subrecipients are required to prepare and submit quarterly reports to PEMA, Bureau of Grants Management, via email at [RA-dgmhmgrants@pa.gov](mailto:RA-dgmhmgrants@pa.gov). These reports are reviewed to determine reimbursement amounts based on the claims submitted and the adequacy of supporting documentation (see **Chapter 7: Reimbursements**). PEMA reserves the right to withhold or offset grant funds for non-compliance with quarterly reporting requirements.

Quarterly reports must reflect actual employer-paid expenses and include:

- EMPG Quarterly Report Excel Workbook ([Appendix D](#)).
- System-generated payroll reports and/or pay stubs substantiating ALL amounts claimed in the EMPG Quarterly Report Excel Workbook.

*Claims without supporting documentation will not be reimbursed.*

Below is the quarterly reporting schedule:

<b>Due Date</b>	<b>Covered Period</b>
January 15	October 1 to December 31
April 15	January 1 to March 31
July 15	April 1 to June 30
October 15	July 1 to September 30

## Chapter 6: Reimbursements

Reimbursements will be issued electronically via ACH. A DGM-04 Bank Account Verification Form ([Appendix E](#)) is required whenever the subrecipient changes the bank designated for deposit of funds.

### 6.1 Personnel

Reimbursements will be processed after the Quarterly Reports and supporting documentation are received and reviewed for compliance. Expenditures may be incurred under the grant award beginning on the first day of the performance period, and reimbursement requests may be submitted immediately thereafter; however, **no payment can be issued until the grant agreement has been fully executed**. The final Quarterly Report and all supporting documentation for the fourth quarter are due within 15 days after the end of the grant performance period (see the Quarterly Reporting Schedule in Chapter 5). Failure to comply with this 15-day requirement may affect eligibility for future grant awards.

### 6.2 Training and Exercise

Training and exercise reimbursement packets must be prepared and submitted to PEMA no later than 45 days after the end of the performance period. Packets must be submitted by email to PEMA's Bureau of Grants Management at [RA-dgmhmgrants@pa.gov](mailto:RA-dgmhmgrants@pa.gov). Reimbursement packets must include the following:

- A cover letter requesting reimbursement that includes: grant program, grant year, and amount requested for reimbursement.
- A completed EMPG Training and Exercise Reimbursement Request ([Appendix F](#)).
- Proof of payment, which may include:
  - Copies of bank statements or cancelled checks showing payment.
  - Printouts from a system-generated accounting system with the relevant costs clearly annotated and highlighted.
- For training reimbursement requests, a sign-in sheet (if hosting the training).
- For exercise reimbursement requests, a copy of the After-Action Report or Improvement Plan.

## Chapter 7: Grant Close-out

### 7.1 Financial Status Form (DGM-16F)

Subrecipients must complete and submit a DGM-16F form ([Appendix G](#)) via email to [RA-DGMhmgrants@pa.gov](mailto:RA-DGMhmgrants@pa.gov) no later than 15 days after receiving their final distribution of grant funds.

### 7.2 De-obligation of Funds

Grant funds not expended by the end of the performance period are subject to de-obligation. De-obligation will occur after all submitted backup documentation for all projects has been reviewed and approved, and the final reimbursement has been processed.

### 7.3 Funds Recovery

PEMA, FEMA, the Comptroller General of the United States, and any of their authorized representatives shall have the right of access to any books, documents, papers, or other records of

subrecipients that are pertinent to the grant, for the purposes of conducting audits, examinations, excerpts, and transcripts.

The close-out of a grant does not affect the rights of either the federal awarding agency or the state to disallow costs or recover funds.

#### **7.4 Records Maintenance and Retention**

Subrecipients must maintain accounting records in accordance with generally accepted accounting principles to ensure accurate and sufficient accounting of all grant funds. The minimum requirements for such records are outlined below:

- All records must be kept for a minimum of three (3) years, unless otherwise superseded by federal or state statute.
- For grants governed by 44 CFR, the three-year retention period begins on the day that PEMA submits the final expenditure report.
- For grants to which 2 CFR 200 applies, this three-year period begins the day the Subrecipient submits their final DGM-16.
- The retention period may be extended until if any audit findings remain open; records must be retained until all audit findings are resolved and closed.

## **Chapter 8: Monitoring**

In accordance with 2 CFR regulations, PEMA—as the grant recipient—is responsible for monitoring subrecipients to ensure that all financial and programmatic responsibilities are fulfilled in compliance with federal grant guidance, federal regulations, and any applicable state requirements.

The objectives of PEMA’s subrecipient monitoring program are to:

- Verify compliance with all terms, conditions, and purposes of the grant.
- Review accuracy of financial documentation.
- Develop an understanding of the subrecipient’s financial management practices.
- Review programmatic issues as they relate to the grant agreement.

PEMA will conduct either desk monitoring or site monitoring of a sample of subrecipients each state fiscal year. Subrecipient activity may be monitored from award through close-out.

A review of both financial and programmatic activity will occur during each monitoring session. Each Subrecipient must maintain the following:

- Internal control policy
- Records retention policy
- Training and exercise records
- Accounting control system

Assessment of project implementation, completion of the ASOW, and timeliness of the EMPG application and Quarterly Reports are also key components of the monitoring process.

#### **8.1 Types of Monitoring**

As noted above, PEMA conducts subrecipient monitoring through one of two methods:

### **Desk Monitoring**

A desk monitoring review is performed remotely. Subrecipients are required to submit requested documentation in a timely manner by email. During this process, PEMA reviews financial and programmatic records related to grant activities without an in-person visit, including subrecipient records already on file. PEMA may also request additional information or supplemental documentation, if necessary, and ask clarifying questions to ensure accuracy and compliance with grant requirements.

### **Site Monitoring**

Site monitoring involves the PEMA monitoring team physically visiting the subrecipient's office or facility. This process also consists of both a financial and programmatic review of grant activities, similar to desk monitoring.

PEMA strives to provide subrecipients at least 45-day advance notice by email, when possible, to schedule site monitoring visits. After the site visit is scheduled, PEMA will send a letter to the subrecipient confirming the site visit date, describing the monitoring procedures, and requesting specific information.

During a site visit, the PEMA monitoring team will assess accounting and financial management processes and review relevant documentation.

## **8.2 Components of Monitoring**

### **Financial Review**

The goals of financial review are to ensure compliance with federal and state requirements and to identify opportunities for operational improvements and innovations. The financial review evaluates the subrecipient's accounting system capabilities, financial activity, and internal controls. The review includes, but is not limited to:

- Reconciling general ledger reports with the amounts reported on Quarterly Reports.
- Ensuring the subrecipient's financial system meets the requirements set forth in 2 CFR200.
- Examining Quarterly Reports to verify completeness, confirm all required supporting documentation was provided, assess cost eligibility, and ensure adequate internal controls are in place.

### **Programmatic Review**

The goals of programmatic review are to assess the subrecipient's progress and identify any potential challenges encountered in implementing projects. The programmatic review also evaluates the subrecipient's project management, as well as the implementation of planning, training, and exercise activities to meet these objectives. The review includes, but is not limited to:

- Reviewing grant applications.
- Determining whether any special conditions are in place that result in funds being withheld from the subrecipient, and identifying actions required for resolution.

### **8.3 Monitoring Reports**

PEMA will issue a written report to the subrecipient typically within 30 days of completing all monitoring procedures. If any deficiencies are identified as “findings” in the report, the subrecipient must prepare and submit a Corrective Action Plan (CAP) within 45 days of issuance of the final report.

### **8.4 Corrective Action Plan and Finding Resolution**

The CAP must include the following:

- Detailed steps to resolve the finding and prevent future occurrences.
- A timeline for the completion of each step.
- Identification of the parties responsible for completing each step or action.

PEMA will notify the subrecipient in writing regarding acceptance or rejection of the CAP. If the CAP is accepted, PEMA will follow up with the subrecipient on the status of the corrective actions 90 days after the notification of approval. If the CAP is rejected, the subrecipient must submit a revised CAP within 30 days of the rejection notice. Failure to submit a CAP or revised CAP by the deadline specified in PEMA’s notification may result in PEMA placing a hold on the subrecipient’s funding until the CAP is submitted and approved.

**Commonwealth Standard Terms and Conditions**  
**Grant Version**  
**(Revised - 10/1/2023)**  
**Version 2**

**1. DEFINITIONS**

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

**2. INDEMNIFICATION**

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

**3. NONDISCRIMINATION/SEXUAL HARASSMENT**

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
  - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, 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.
  - ii. 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.
  - iii. 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 this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
  - v. 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 the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

#### 4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. “Affiliate” means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. “Grantee” means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. “Grantee Related Parties” means any Affiliates of the Grantee and the Grantee’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “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](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
  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 are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
  - iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
  - iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.
  - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
  - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
  - iv. not accept, agree to give, offer, confer, 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, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
  - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to

have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
  - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
  - viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee 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 the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:
- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
  - ii. 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 Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
  - iii. upon the inquiry or request of an Inspector General, 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 Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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.
- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and

subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

## 5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
  - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
  - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or

debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

## 6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

## 7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be 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 Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

## 8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
  - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the

Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
  - i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
  - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of 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.
- e. **Challenges of Commonwealth Release.** The Grantee 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 Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

## 9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

## 10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

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

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

## 11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

### **A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications**

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

### **B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.**

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

## C. Standard Terms & Conditions

### I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

### II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

### III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### V. Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.

(2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:

(a) Award number,

(b) Name of PI or Co-PI being reported,

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (c) Awardee name,
- (d) Awardee address,
- (e) AOR name, title, phone, and email address,
- (f) Indication of the report type:
  - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
  - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
  - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

## (3) Definitions.

- (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

## VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

## VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

## IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

- (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
  - (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;
  - (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
  - (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
  - (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
  - (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
- (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

## X. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

## XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## XII. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

## XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

## XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

XV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

- (a) DEI means “diversity, equity, and inclusion.”
- (b) DEIA means “diversity, equity, inclusion, and accessibility.”
- (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

- (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
- (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
- (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

(4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

## XVIII. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

## XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

## XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

## XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

## XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

## XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

## XXIV. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

## XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:

- (a) cybersecurity;
- (b) foreign travel security;
- (c) research security training; and
- (d) export control training, as appropriate.

(2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

## XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

## XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
  - (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
  - (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

### (3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

(4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

## XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

## XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

## XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

## XL. Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

- (a) If the recipient fails to comply with the terms and conditions of the federal award;
- (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

(3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

(4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

(5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56*

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. *Whistleblower Protection Act*

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

## Federal Funding Accountability and Transparency Act Subrecipient Agreement Requirements

### 1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM ([www.SAM.gov](http://www.SAM.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

### 2. Primary Location

Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

Subrecipient must provide this information to the Commonwealth along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

### 3. Compensation of Officers

Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if—**

1. the entity in the preceding fiscal year received—
  - a. 80 percent or more of its annual gross revenues in Federal awards; and
  - b. \$30,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient. Subrecipient must provide information responding to this question along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides such information responding to this question.

# Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

## REGISTRATION AND IDENTIFICATION INFORMATION

Unique Entity Identifier (UEI):

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A UEI is issued upon registration in SAM.gov.]

## PRIMARY LOCATION

City:

State:

Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

## COMPENSATION OF OFFICERS

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box  
Subrecipient affirms they do not  
meet the conditions for reporting  
highly compensated officials

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if --

1. the entity in the preceding fiscal year received—
  - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
  - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.

## Attachment F

### **AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH**

The Subrecipient must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

**For subrecipient fiscal years beginning BEFORE October 1, 2024,** If the Subrecipient is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Subrecipient is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

**For subrecipient fiscal years beginning ON OR AFTER October 1, 2024,** If the Subrecipient is a local government or non-profit organization that expends \$1,000,000 or more in federal awards during its fiscal year, the Subrecipient is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*. 2024 Uniform Grant Guidance revisions to *2 CFR Part 200.501* increase the single or program specific audit threshold from \$750,000 to \$1,000,000 for auditee fiscal years beginning on or after October 1, 2024. Below is a table of fiscal year end dates and audit period end dates that demonstrates how the \$1,000,000 threshold applies.

<b>Subrecipient's Fiscal Year End</b>	<b>Revised Threshold Effective for Audit Period Ending</b>
September 30	September 30, 2025
December 31	December 31, 2025
March 31	March 31, 2026
June 30	June 30, 2026

If the Subrecipient expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the Subrecipient is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with [Government Auditing Standards](#), a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

## **ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE**

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

## **SUBMISSION OF THE AUDIT REPORT**

The Subrecipient must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

## **AUDIT OVERSIGHT PROVISIONS**

The Subrecipient is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Subrecipient's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Subrecipient.

Audit documentation and audit reports must be retained by the Subrecipient's auditor for a minimum of five years from the date of issuance of the audit report, unless the Subrecipient's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Information Technology Department, to approve the following:

**Grant Agreement With:** Pennsylvania Emergency Management Agency  
(PEMA)  
Harrisburg, PA

**Purpose:** To recognize funds from the Department of Homeland Security's State and Local Cybersecurity Grant Program to offset costs for existing phishing awareness training and vulnerability management programs.

**Amount/Term:** \$66,404.76 for the period December 1, 2025 through November 30, 2028

**Funding:** 100% State funding.  
30% County match.

5/27/26

**STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AGREEMENT  
FOR FEDERAL FISCAL YEAR 2024**

This State and Local Cybersecurity Grant Program (“SLCGP”) grant agreement for federal fiscal year (“FFY”) 2024 is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Pennsylvania Emergency Management Agency (“PEMA”), with its principal offices located at 1310 Elmerton Avenue, Harrisburg, PA 17110, and Lancaster County (“Subrecipient”), with its principal offices located at 150 NORTH QUEEN STREET, LANCASTER, PA 17602.

PEMA is the executive Commonwealth agency responsible for, among other things, the administration of grant programs for emergency response and preparedness in the Commonwealth. The U.S. Department of Homeland Security (“USDHS”), Federal Emergency Management Agency (“FEMA”) administers the SLCGP (“Program”), which provides funding to eligible entities to address cybersecurity risks and threats to information systems owned and operated by, or on behalf of, state, local, or tribal governments.

PEMA has applied for and received Program funding for FFY 2024, as authorized by section 2200A of the Homeland Security Act of 2002 (codified as amended at 6 U.S.C. § 665g). In accordance with the USDHS grant, PEMA will subgrant Program funds to eligible subrecipients in the Commonwealth.

The Subrecipient submitted a grant application to PEMA for Program funding that addresses SLCGP objectives of managing and reducing systemic cyber risk in their local community. PEMA has determined that the Subrecipient is eligible to receive Program funds and that Subrecipient’s proposed use of funds meets Program requirements.

PEMA now wishes to set forth the terms and conditions under which it will subgrant Program funding to the Subrecipient.

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

1. Grant Award. Subject to the terms and conditions of this agreement and the availability of SLCGP funds, PEMA subgrants up to \$66,404.76 in federal Program funds (“Grant Award”) to the Subrecipient to support the project and services set forth in Attachment A (“Project”). The Subrecipient shall utilize the grant funds solely to carry out the Project in accordance with the budget set forth in Attachment A (“Budget”).
2. Award Modification. PEMA may increase or decrease the amount of the subgrant award by providing written notice of award modification to the Subrecipient without the need to amend this agreement. PEMA may require the Subrecipient to submit a revised project and budget consistent with the award modification. Upon PEMA’s approval, the revised project and budget will replace the project and budget set forth in Attachments A. Award modifications are subject to the approval of the Governor's Office of the Budget, Comptroller's Operations Office.

3. Budget Adjustments. The parties may adjust the dollar amounts of specific categories within the Budget without the need to amend this agreement if the adjustments do not increase the Grant Award. The Subrecipient shall submit any proposed adjustments to the Budget to PEMA for review and approval. A Budget adjustment will not be effective until it has been approved by PEMA in writing.
4. Term. The term of this agreement will commence on the date of the last Commonwealth signature and will remain in effect until February 28, 2029 ("Term"), unless sooner terminated in accordance with paragraph 23. This agreement is not binding in any way, nor will the Commonwealth or PEMA be legally bound, until this agreement has been fully executed and the Subrecipient has received a fully executed copy.
5. Period of Performance. The period of performance for this agreement will commence on December 1, 2025 and end on November 30, 2028 ("Period of Performance"). PEMA may extend the Period of Performance by providing written notice of extension without the need to amend this agreement, so long as the extension of the Period of Performance does not exceed the Term.
6. Extension of Term. PEMA may extend the Term for up to 90 days by providing written notice of extension to the Subrecipient without the need to amend this agreement. Any extension of the Term in excess of 90 days must be accomplished through a formal amendment to this agreement.
7. Program Guidelines. The Subrecipient shall comply with the SLCGP Administrative Guide set forth in Attachment B. PEMA may revise the SLCGP Administrative Guide by providing written notice to the Subrecipient without the need to amend this agreement.
8. Reporting Requirements. The Subrecipient shall submit each of the following reports in the form and quantity required by PEMA:
  - a. Annual Report. The Subrecipient shall submit an annual programmatic report to PEMA, on or before January 15 of each year.
  - b. Final Programmatic Report. The Subrecipient shall submit a final programmatic report to PEMA no more than 15 days after the end of the Period of Performance. The final programmatic report must account for the final expenditure of all funds and include:
    - i. Copies of all expenditure-supporting documentation not previously submitted for reimbursement.
    - ii. Any other documents requested by PEMA and related to the Project or expenditure of Program funds.
9. Disbursement of Grant Award.

- a. Invoices. At any time during the Period of Performance, the Subrecipient may submit reimbursement requests to PEMA for eligible costs and expenses incurred by the Subrecipient during the Period of Performance. All reimbursement requests must include supporting documentation such as receipts, report, records, and any other documents that PEMA may require as proof of expenditures. The Subrecipient shall ensure that all final reimbursement requests are submitted to PEMA no later than 15 days after the end of the Period of Performance.
  - b. Reimbursement. Upon PEMA's review and approval of a reimbursement request received in accordance with section 9(a), PEMA shall reimburse the Subrecipient solely for eligible costs and expenses incurred during the Period of Performance. PEMA shall not reimburse the Subrecipient for activities or expenditures that do not comply with, or are not eligible under, the regulations, policies, guidelines, and requirements applicable to SLCGP grant funding.
  - c. Verification. PEMA shall only make reimbursement payments to the Subrecipient after PEMA has received supporting documentation and verified that the identified charges or expenses comply with the requirements of this agreement.
  - d. Exclusion of Expenditures. The Subrecipient may not request reimbursement for a charge or expense that it has received or may receive reimbursement pursuant to any other federal or state grant award.
  - e. Withholding of Payment. PEMA may withhold any payment if PEMA determines, in its sole discretion, that the Subrecipient has failed to fulfill its obligations under any previous agreement or another contract between the parties. Upon the Subrecipient's fulfillment of its obligations under the prior agreement or contract, PEMA shall initiate the disbursement of the applicable payment.
10. Contribution. The Subrecipient shall contribute 30% of the total Project expenditure as the required non-federal match for this grant.
  11. Commonwealth Standard Terms and Conditions. The Subrecipient shall comply with the Commonwealth's Standard Terms and Conditions, Grant Version (Revised – 10/1/2023) set forth in Attachment C.
  12. Federal Terms and Conditions. The Subrecipient shall comply with the FFY 2025 USDHS Standard Terms and Conditions, Version 1 (October 22, 2024) set forth in Attachment D.
  13. Federal Funding Accountability and Transparency Act. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act requirements set forth in Attachment E.
  14. Compliance with Applicable Law. The Subrecipient shall comply with all applicable

federal, state, and local laws, regulations, policies, or directives including, but not limited to, 2 CFR Part 200, Title 44 of the CFR, and the FFY 2024 SLCGP Notice of Funding Opportunity, and FEMA's Preparedness Grants Manual (FM-207-23-001). It is the affirmative, non-delegable duty of the Subrecipient and its employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these federal grant funds.

15. Environmental and Historical Preservation Compliance. The Subrecipient shall comply with all applicable Environmental and Historical Preservation ("EHP") laws, regulations, and Executive Orders. If any Project activities have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, the Subrecipient shall participate in the FEMA EHP review process.
16. No PEMA Liability. PEMA shall not be liable for any claims, damages, or liability arising out of, or related to, the Subrecipient's activities, programs, or services funded, in whole or in part, under this agreement. Nothing in this agreement may be construed to waive or otherwise affect the sovereign immunity of the Commonwealth or its agencies.
17. Prohibited Use of Federal Funds. The Subrecipient shall not use any federal funds for lobbying. The Subrecipient shall comply with federal and state filing requirements if non-federal funds are used for lobbying.
18. Program Requirements.
  - a. Training. The Subrecipient shall participate in all required Program training and workshops facilitated by PEMA.
  - b. CISA-Sponsored Services. The Subrecipient shall participate in the following services sponsored by the Cybersecurity and Infrastructure Security Agency ("CISA"), as further specified in the FFY 2024 SCLGP Notice of Funding Opportunity:
    - i. Cyber Hygiene Services, specifically Vulnerability Scanning.
    - ii. Nationwide Cybersecurity Review.
19. Maintenance and Retention of Records. Utilizing accepted procedures, the Subrecipient shall maintain, at its principal offices or place of business, complete and accurate records, including documents, correspondence, and other evidence pertaining to costs and expenses incurred by the Subrecipient under this agreement, and reflecting all matters and activities covered by this agreement. The Subrecipient shall maintain all records for a period of three years from the expiration or termination date of this agreement, except in those cases where unresolved claims or audit questions may require the Subrecipient to continue to maintain some or all records until the claim or question is finally resolved.

20. Audit Rights. At any time during normal business hours and as often as PEMA requires, the Subrecipient shall make all records related to this agreement available for inspection by PEMA, Office of the Budget, Office of State Inspector General, Department of the Auditor General, Office of Attorney General, USDHS, FEMA, or their authorized representative(s) to audit, examine, and make copies of these records. The Subrecipient shall also:
- a. Permit access to facilities, personnel, and other individuals and information that the federal or state agency may determine is necessary.
  - b. Comply with any compliance review or evaluation conducted by USDHS, FEMA, or PEMA.
  - c. Comply with the Single Audit Act requirements set forth in Attachment F.
  - d. Establish internal personnel safeguards that will prohibit employees, contractors, agents, members, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member, or representative.
21. Offset, Withholding, Recoupment. At any time, PEMA may offset, withhold, recoup, or deobligate grant funds or payments for Project activities and expenses if PEMA determines that either the Subrecipient has violated this agreement or Subrecipient's expenditures are or were not eligible, proper, or allowable. The Subrecipient shall return grant funds in accordance with any recoupment instructions provided by PEMA. These rights and remedies are in addition to those PEMA may have under law, statute, regulation, or otherwise.
22. Temporary Suspension.
- a. Grounds for Suspension. PEMA may temporarily suspend this agreement for Subrecipient's breach of this agreement, violations of applicable law, audit exceptions, misuse of grant funds, gross mismanagement of the Project, malfeasance, or criminal activity.
  - b. Notice of Suspension. PEMA shall provide a written notice of suspension to the Subrecipient. The notice must set forth the effective date of the suspension and identify the reason(s) for the suspension.
  - c. Effect of Suspension. PEMA shall not reimburse the Subrecipient for costs and expenses incurred during the period of suspension.
  - d. Subrecipient Obligations During Suspension. The Subrecipient shall cure all

deficiencies identified in the notice of suspension to PEMA's satisfaction. The Subrecipient may not recommence Project activities until PEMA, at its discretion, reinstates this agreement by written notice following the suspension.

23. Termination.

- a. Termination for Convenience. PEMA may terminate this agreement at any time for its convenience by providing written notice of termination to the Subrecipient. The termination will be effective on the date set forth in the notice. PEMA shall reimburse the Subrecipient for any eligible costs or expenses incurred by the Subrecipient prior to the effective date of the termination.
- b. Non-Appropriation. If the Term exceeds one year and funds are not appropriated or otherwise made available to PEMA to support the Program in a subsequent year, PEMA may terminate this agreement by providing written notice of termination to the Subrecipient. The termination will be effective on the date set forth in PEMA's notice. PEMA shall reimburse the Subrecipient for any eligible costs or expenses incurred by the Subrecipient prior to the effective date of the termination.
- c. Termination for Cause. PEMA may terminate this agreement for cause by providing written notice of termination to the Subrecipient. The termination will be effective on the date set forth in the notice. PEMA shall reimburse the Subrecipient for any eligible costs or expenses incurred by the Subrecipient prior to the effective date of the termination.
- d. Survival of Terms. The provisions and obligations set forth in paragraphs 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 19, 20, and 21 will survive the termination of this agreement.

24. Notice. All notices and reports arising out of, or from, the provisions of this agreement must be in writing and delivered by United States Postal Service, prepaid certified or registered mail, return receipt requested, by overnight courier with written evidence of receipt, or by email with evidence of receipt. Any notice, report, or correspondence must be sent to the applicable party at the addresses provided in Attachment G. Either party may change its designated contract or address by providing written notice to the other party.

25. Amendments and Modifications. Except as provided in paragraphs 2, 3, 5, 6, 7, and 24 no amendment or modification of this agreement is valid unless made in writing and signed by the parties with the same formality as this agreement.

26. Assignment. The Subrecipient may not assign or transfer its rights or duties under this agreement without the prior written consent of PEMA. Approval of an assignment does not establish any legal relationship between the Commonwealth or PEMA and the assignee.

27. Independent Parties. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as

constituting the Subrecipient as the representative or general agent of PEMA for any purpose whatsoever.

28. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.
29. No Waiver. No delay or failure of PEMA or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by PEMA or the Commonwealth of the provision or its right or remedy.
30. Integration and Merger. When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.
31. Counterparts. This agreement may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.
32. Electronic Signatures. This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. §§ 2260.301-312.
33. Signatories Attestations. By signing this agreement, the individuals signing on behalf of the Subrecipient (“Signers”) acknowledge that:
  - a. their electronic signatures confirm that they are authorized to sign this agreement and contractually bind the Subrecipient.
  - b. they are acting in compliance with the applicable law and the organizational and governance documents of the Subrecipient.
  - c. they and the Subrecipient understand that PEMA will rely on these representations and confirmations in its subsequent review and execution of this agreement.
  - d. they are submitting official information to the Commonwealth.
  - e. they are aware that any false statement(s) made to PEMA, or the Commonwealth related to this grant may subject them to substantial civil and criminal penalties, including 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

The parties, through their authorized representatives, have signed this agreement on the dates indicated below.

**COMMONWEALTH OF PENNSYLVANIA  
 PA EMERGENCY MANAGMENT AGENCY**

**LANCASTER COUNTY**

To be obtained electronically  
 Director or Designee Date

To be obtained electronically  
 Signature Date

**APPROVED AS TO FORM AND LEGALITY:**

To be obtained electronically  
 Office of Chief Counsel Date  
 PA Emergency Management Agency

Form Pre-Approval # 30-FA-21.0  
 Office of General Counsel Date

Form Pre-Approval # 30-FA-21.0  
 Office of Attorney General Date

**APPROVED:**

To be obtained electronically  
 Comptroller Operations Date

**Federal Award Identification  
 (as required by 2 CFR 200.332(b)(1))**

i. Subrecipient: Lancaster County	ii. UEI#: Q42ZKMTD1HH6
iii. FAIN: EMW-2024-CY-05265	iv. Federal Award Date: 12/13/2024
v. Subaward Budget Period: Start Date: 12/01/2025 End Date: 11/30/2028	
vi. Assistance Listing Number and Title: 97.137 State and Local Cybersecurity Grant Program (SLCGP)	

# Attachment A



Subrecipient Lancaster County  
 Grant Year 2024 Program: SLCGP

BUDGET & REIMBURSEMENT REQUEST

**BUDGET**

**1.)** Original Request  
(30% Match + 70% Federal)

Intrusion Detection	\$ 40,680.00
Asset Intelligence	\$ 61,240.00
Security Awareness	\$ 19,200.00
Vulnerability Mgmt	\$ 27,800.00
<b>Total</b>	<b>\$ 148,920.00</b>

**2.)** Revision Request  
(Subrecipient Complete)

Intrusion Detection	\$ 27,468.00
Asset Intelligence	\$ -
Security Awareness	\$ 10,285.00
Vulnerability Mgmt	\$ 23,021.25
<b>Total</b>	<b>\$ 60,774.25</b>

Amount Awarded \$ 60,774.25

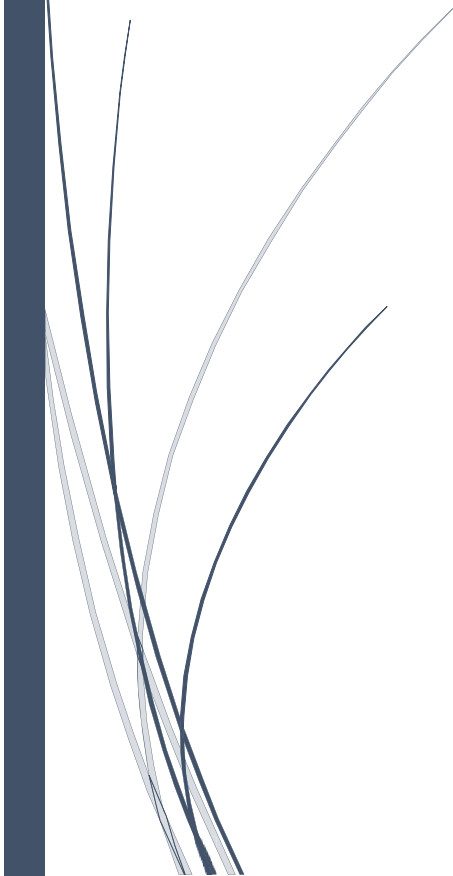
**3.)** Amount Approved  
(PEMA Complete)

Intrusion Detection	\$ 30,012.81
Asset Intelligence	\$ -
Security Awareness	\$ 11,237.87
Vulnerability Mgmt	\$ 25,154.08
<b>Total</b>	<b>\$ 66,404.76</b>



# State & Local Cybersecurity Grant Program Administrative Guide

December 2025



## Contents

Appendix A – Definitions and Acronyms .....	4
Executive Summary and Overview .....	5
Grant Regulations and Guidance.....	5
Administrative Guidance .....	5
Subrecipient Eligibility.....	6
Other Subaward Information: Public Educational Institutions .....	6
Chapter 1: Application and Award Process .....	6
1.1 Performance Period.....	6
1.2 Application Submission Process .....	6
1.3 Application Review Process .....	7
1.4 Grant Agreements .....	7
1.5 Subgranting of Funds .....	7
1.6 Special Conditions and Assurances.....	7
Chapter 2: Fiscal Responsibility .....	7
2.1 Expenditure of Grant Funds.....	7
2.2 Subrecipient Matching Requirement.....	7
2.3 Calculating Cost Share for Projects.....	7
Chapter 3: Prohibited and Allowable Cost Categories .....	8
3.1 Allowable Costs.....	8
3.2 Prohibited Costs.....	8
3.3 Prohibitions on Expending FEMA Award Funds for Covered Equipment or Services.....	8
Chapter 4: Award and Grant Administrative Process.....	9
4.1 Unique Entity Identifier .....	9
4.2 Non-Procurement Vendor Number .....	9
4.3 Banking Information .....	9
4.4 Grant Agreements .....	9
4.5 Subrecipient Annual Reporting.....	9
Chapter 5: Reimbursements .....	10
5.1 General Reimbursement Information .....	10
5.2 Required Documentation .....	10
5.3 Final Reimbursement Request .....	10
Chapter 6: Grant Close-out .....	10
6.1 Grant Close-out Timeline.....	11

6.2 Final Programmatic Report.....	11
6.3 De-obligation of Funds .....	11
6.4 Funds Recovery.....	11
6.5 Records Maintenance and Retention .....	11
6.6 Minimum Requirements .....	12
<b>Chapter 7: Monitoring .....</b>	<b>12</b>
7.1 Monitoring Overview .....	12
7.2 Types of Monitoring .....	13
7.3 Desk Monitoring .....	13
7.4 Site Monitoring .....	13
7.5 Financial Review .....	13
7.6 Programmatic Review .....	13
7.7 Monitoring Reports .....	14
7.8 Corrective Action Plan and Finding Resolution .....	14

## Appendix A – Definitions and Acronyms

CAP	Corrective Action Plan
CFR	Code of Federal Regulations
DHS	Department of Homeland Security
ESA	Electronic Single Application
FEMA	Federal Emergency Management Agency
NOFO	Notice of Funding Opportunity
PEMA	Pennsylvania Emergency Management Agency
POP	Period of Performance
SAA	State Administrative Agency
SLCGP	State and Local Cybersecurity Program
UEI	Unique Entity Identifier

All forms will be sent out to subrecipients at specific points on the grant timeline. You may submit a request to [SLCGP-PA@pa.gov](mailto:SLCGP-PA@pa.gov) if you need a replacement copy.

DGM-04 Bank Account Verification Form  
DGM-04 Bank Account Verification Form Instructions  
Annual Report  
Final Report  
Subrecipient Reimbursement Instructions

## **Executive Summary and Overview**

The State and Local Cybersecurity Grant Program (SLCGP) is an important component of the implementation of the National Preparedness System. Our nation faces unprecedented cybersecurity risks, including increasingly sophisticated adversaries, widespread vulnerabilities in commonly used hardware and software, and broad dependencies on networked technologies for the day-to-day operation of critical infrastructure.

Considering the risk and potential consequences of cyber incidents, strengthening the cybersecurity practices and resilience of state, local, and territorial (SLT) governments is an important homeland security mission and the primary focus of the State and Local Cybersecurity Grant Program (SLCGP). The SLCGP enables Department of Homeland Security (DHS) to make targeted cybersecurity investments in SLT government agencies to strengthen the security of critical infrastructure and improve the resilience of services SLT governments provide their communities.

At the federal level, the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) manages the SLCGP Program. The Pennsylvania Emergency Management Agency (PEMA) serves as the State Administrative Agency (SAA) responsible for applying to FEMA for SLCGP funding, accepting the federal award, and administering the grant funds on behalf of the Commonwealth of Pennsylvania (Commonwealth).

### **Grant Regulations and Guidance**

This guide incorporates grant information and regulations from federal, state, and other resources managed by PEMA in its role as the SAA. The requirements outlined in this guide take effect beginning with the period of performance, which starts on December 1, 2025. This guide is not intended to supersede or replace any federal regulations or guidance.

In addition to the following guidance, subrecipients and their fiscal officers must ensure full compliance with all applicable federal requirements.

### **Administrative Guidance**

The following legal authorities and requirements govern the use of SLCGP funds and grant activities:

- The grant agreement between the Commonwealth and the subrecipient
- Relevant Federal Fiscal Year DHS Standard Terms and Conditions
- Fiscal Year 2024 Notice of Funding Opportunity (NOFO)
- Homeland Security Act of 2002, Pub. L. No. 107-296, § 2218 codified as amended at 6 U.S.C. § 665g
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments
- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- FEMA information bulletins which can be found at: <https://www.fema.gov/grants/preparedness/about/informational-bulletins>

### **Subrecipient Eligibility**

Eligible subrecipients include local governments and do not include nonprofit and for-profit organizations. Section 2(13) of the Homeland Security Act of 2002 (codified as amended at 6 U.S.C. § 101(13)) defines a local government as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government;
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation<sup>2</sup>; and
- A rural community, unincorporated town or village, or other public entity

### **Other Subaward Information: Public Educational Institutions**

A public educational institution (e.g., elementary school, secondary school, or institution of higher education) is generally eligible to receive assistance under SLCGP if it is an agency or instrumentality of a state or local government under state and/or local law. In contrast, a private educational institution would not be eligible to receive SLCGP assistance because it is not an agency or instrumentality of a state or local government. “Assistance” means either funding, non-funding assistance (i.e., items, services, capabilities, or activities), or a combination of both. The eligibility of charter schools depends on the function of the charter school—it will be eligible if, and only if, it is an agency or an instrumentality of the state or local government.

The State Administrative Agency (SAA) for an SLCGP grant award is responsible for demonstrating the eligibility of each entity receiving assistance.

## **Chapter 1: Application and Award Process**

FEMA releases the annual NOFO, notifying PEMA of the application timeline and the overall grant allocation for the Commonwealth. PEMA then informs subrecipients of their preliminary allocations. Additional adjustments may be made if necessary, once FEMA issues the final grant award.

### **1.1 Performance Period**

The performance period is the timeframe during which grant-funded activities may occur. Costs incurred and activities performed outside of this period are not eligible for reimbursement or funding. FEMA establishes the federal performance period for all awards issued to the grant recipient. PEMA, as the recipient, may set more restrictive performance periods for subrecipients to ensure the Commonwealth remains compliant with federal timelines for close-out and reporting requirements.

### **1.2 Application Submission Process**

PEMA will notify eligible applicants by email regarding the opening and closing dates of the grant application period within the Electronic Single Application (ESA) system. Each ESA application must be completed and submitted by the application closing date. Early submission is strongly encouraged.

Applications that are incomplete or not submitted within the established application period cannot be accepted by PEMA.

### **1.3 Application Review Process**

Each application will be reviewed to ensure that it meets the goals and objectives outlined in the current SLCGP NOFO. Applications will also be evaluated to ensure they:

- Comply with all applicable federal guidelines.
- Entities are eligible.
- Activities are consistent with and support the Commonwealth's statewide Cyber Security Plan
- Are complete and include all required information and supporting documentation.

### **1.4 Grant Agreements**

Grant agreements will be provided electronically to the Subrecipients for review and signature via the [eSignature portal](#).

If the subrecipient's executive staff designates another individual to sign the grant agreement, the subrecipient must contact PEMA to update their contact information at [SLCGP-PA@pa.gov](mailto:SLCGP-PA@pa.gov)

### **1.5 Subgranting of Funds**

Subrecipients are not authorized to subgrant SLCGP funds. PEMA retains sole discretion to determine what actions constitute a subgrant.

### **1.6 Special Conditions and Assurances**

Subrecipients shall adhere to all special conditions and assurances that are included or incorporated by reference in the grant agreement. This includes, but is not limited to, PEMA grants policy, the Commonwealth Standard Terms and Conditions, the DHS Standard Terms and Conditions and federal SLCGP guidelines, 2 CFR Part 200 and 28 CFR Part 17. The Subrecipient is responsible for reviewing these special conditions and assurances with their legal counsel prior to the execution of the grant agreement.

## **Chapter 2: Fiscal Responsibility**

### **2.1 Expenditure of Grant Funds**

Subrecipients are responsible for ensuring that all grant funds are properly obligated and expended within the established grant performance period.

### **2.2 Subrecipient Matching Requirement**

The SLCGP Program requires all subrecipients to provide a set non-federal match of the total cost of approved projects for funding each grant year. This matching requirement applies to all allowable cost categories. SLCGP funds cannot be used to match any other federal funds.

### **2.3 Calculating Cost Share for Projects**

Cost share must be provided on a project basis. To calculate cost share for a project, please see the following formula and example:

Formula: Total Project Cost x Cost Share Percentage of the Project = Cost Share Amount;  
Total Project Cost x Federal Percentage Share of the Project = Federal Amount for the Project

Example: If the total project cost is \$125,000, the cost share percentage of the project is 30% and

the federal percentage share of the project is 70%, the cost share amount for the project and federal amount for the project is calculated below:

- $\$125,000 \times .30 = \$37,500$  (Cost Share Amount for Project)
- $\$125,000 \times .70 = \$87,500$  (Federal Share Amount for Project)

### **Chapter 3: Prohibited and Allowable Cost Categories**

Subrecipients receive SLCGP funds to support allowable and approved expenditures for Cybersecurity services.

#### **3.1 Allowable Costs**

The Program requires submission and maintenance of a Statewide Cybersecurity Plan outlining objectives per FEMA. Subapplicants are required to submit applications that fall within at least one of the allowable activities defined in the SLCGP application.

#### **3.2 Prohibited Costs**

Prohibited costs include, but are not limited to, the following:

- Spyware;
- Construction;
- Renovation;
- To pay a ransom;
- For recreational or social purposes;
- To pay for cybersecurity insurance premiums;
- To acquire land or to construct, remodel, or perform alterations of buildings or other physical facilities (This prohibition does not include minor building modifications necessary to install and connect grant-purchased equipment that do not substantially affect a building's structure, layout, systems, or critical aspects of a building's safety, or otherwise materially increase the value or useful life of a building.);
- For any purpose that does not address cybersecurity risks or cybersecurity threats on information systems owned or operated by, or on behalf of, the eligible entity that receives the grant or a local government within the jurisdiction of the eligible entity;
- To supplant state or local funds; however, this shall not be construed to prohibit the use of funds from a grant under this NOFO for otherwise permissible uses on the basis that the SLT has previously used SLT funds to support the same or similar uses; and
- For any recipient or subrecipient cost-sharing contribution.

#### **3.3 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services**

Recipients, subrecipients, and their contractors must comply with the prohibitions set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) (FY 2019 NDAA) and 2 CFR §§ 200.216, 200.327, 200.471, and Appendix II to 2 CFR Part 200. The FY 2019 NDAA and these regulations, as they apply to recipients, subrecipients, and their contractors and subcontractors, provide for two distinct prohibitions: (1) prevent the use of federal award funds to procure or obtain covered telecommunications equipment or services; and (2) prevent the use of federal award funds to contract with an entity that uses such covered telecommunications equipment or services.

Guidance is available at FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards ([fema.gov](https://www.fema.gov)).

FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## **Chapter 4: Award and Grant Administrative Process**

### **4.1 Unique Entity Identifier**

Subrecipients are required to obtain a Unique Entity Identifier (UEI) through SAM without the need to complete the full [sam.gov](https://sam.gov) registration. The UEI must be active throughout annual [sam.gov](https://sam.gov) renewals in order to receive reimbursements. but they are not required to complete the full SAM registration in order to obtain a UEI. Instructions on obtaining a UEI can be found at [sam.gov](https://sam.gov) help section.

### **4.2 Non-Procurement Vendor Number**

The Commonwealth requires Subrecipients to register as a non-procurement vendor and receive a vendor number. The Non-Procurement Registration Form can be found here: [Register as a Non-Procurement Vendor to the Commonwealth of Pennsylvania](#). All questions about registration should be directed to [RA-psc\\_supplier\\_requests@pa.gov](mailto:RA-psc_supplier_requests@pa.gov).

### **4.3 Banking Information**

The Commonwealth also requires the Subrecipient to have a banking account linked to the Non-Procurement Vendor number. This will allow the Commonwealth to make electronic payments when reimbursing the Subrecipient.

Instructions on how to add or update banking information can be found here: [Update My Vendor Banking Account Information](#).

Once banking information is confirmed linked to the vendor number, please complete form DGM-04 and email it to [SLCGP-PA@pa.gov](mailto:SLCGP-PA@pa.gov).

### **4.4 Grant Agreements**

Grant Agreements will be provided to subrecipients electronically through the [eSignature portal](#). The system will notify the Signatory Authority via email that an agreement is available in the portal. Once all required Commonwealth signatures have been obtained, a copy of the executed Grant Agreement will be emailed to the Subrecipient to be maintained in the grant file.

### **4.5 Subrecipient Annual Reporting**

Subrecipients are required to prepare and submit annual progress reports by January 15, to PEMA, Bureau of Grants Management via email [SLCGP-PA@pa.gov](mailto:SLCGP-PA@pa.gov). PEMA reserves the right to withhold or offset grant funds for non-compliance with this reporting requirement.

## **Chapter 5: Reimbursements**

Reimbursements will be issued electronically via ACH. A DGM-04 Bank Account Verification Form is required whenever the subrecipient changes the bank designated for deposit of funds.

### **5.1 General Reimbursement Information**

Reimbursements may be requested at any time during the period of performance (POP). The final reimbursement request is due fifteen (15) days after the end of the grant performance period. Subrecipients failing to meet this requirement will not be reimbursed.

Reimbursement request must be submitted electronically in ESA at the [Partner Portal](#).

### **5.2 Required Documentation**

A reimbursement request packet consists of the following:

- Detailed vendor invoices
- Proof of payment for every invoice

Acceptable proof of payment is:

- Copy of front and back of cancelled check or
- Copy of bank statement, or
- Printout from computer generated accounting system with costs annotated and highlighted.

Reimbursements will be processed after supporting documentation is received and reviewed for compliance. Expenditures can be incurred under the grant award at the start of the performance period and reimbursements submitted; however, payment cannot be issued until the grant agreement has been fully executed.

### **5.3 Final Reimbursement Request**

Notification of the grant closing will be sent to all Subrecipients one hundred and eighty (180) days before the end of the grant period. The Final Programmatic Report and all supporting documentation for the final reimbursement are due within fifteen (15) days after the end of the grant performance period. Final reimbursement will be processed after all reports and documentation are received and reviewed for compliance.

## **Chapter 6: Grant Close-out**

To close an award, the subrecipient must complete all remaining administrative, financial, and programmatic requirements to ensure all funds were used appropriately and all obligations are fulfilled. New costs cannot be incurred after grant closeout. Only allowable costs already incurred during the grant period may be processed or reimbursed. Failure to complete closeout requirements on time may result in delayed payments.

To close an award and comply with the grant terms and conditions established by FEMA, PEMA

requires that Subrecipients be current on, and have submitted, all required reports per the terms and conditions of the grant award.

**6.1 Grant Close-out Timeline**

180 days prior	Notification of grant closing sent to Subrecipients
DAY 0	GRANT PERIOD ENDING DATE - GRANT CLOSES: NO NEW ACTIVITY All contracted services must be completed, and all equipment must be received
15 days after	All reimbursement requests and the Final Programmatic Report must be received by PEMA

**6.2 Final Programmatic Report**

The Final Programmatic report provides a summary narrative that includes:

- A description of the entire project activities, project modifications, significant events that occurred, progress achievement, final project results, project impact on the local jurisdiction, continued unmet needs, and other information significant to project activities
- Accomplishments that increased core capabilities and reduced gaps in the ability to prevent, prepare, mitigate, protect, respond and recover from terrorist or catastrophic events

The final programmatic report may be submitted to PEMA at any time after project completion but must be submitted within 15 days after the end of the POP at the latest. Once the final report is received, the grant is considered closed, and no further reports are required to be submitted for the remainder of the POP.

**6.3 De-obligation of Funds**

Grant funds not obligated by the end of the performance period are subject to de-obligation. This de-obligation will occur once any outstanding reimbursement requests have been processed. Grant funds may also be de-obligated by a Subrecipient voluntarily, such as when a Subrecipient realizes it will not be able to fully utilize its funding before the close of the performance. To voluntarily have funds de-obligated, a Subrecipient should make a request to PEMA in writing.

**6.4 Funds Recovery**

PEMA, FEMA, the Comptroller General of the United States, and any of their authorized representatives shall have the right of access to any books, documents, papers, or other records of subrecipients that are pertinent to the grant, for the purposes of conducting audits, examinations, excerpts, and transcripts.

The close-out of a grant does not affect the rights of either the federal awarding agency or the state to disallow costs or recover funds.

**6.5 Records Maintenance and Retention**

Subrecipients must maintain accounting records in accordance with generally accepted accounting principles. Utilizing accepted procedures, the Subrecipient shall maintain, at its principal offices or place of business, complete and accurate records, including documents, correspondence, and other evidence pertaining to costs and expenses incurred by the Subrecipient under this agreement, and reflecting all matters and activities covered by this agreement. The Subrecipient shall maintain all records for a period of three years from the expiration or termination date of this agreement, except in those cases where unresolved claims or audit questions may require the Subrecipient to continue

to maintain some or all records until the claim or question is finally resolved. The minimum requirements for such records are outlined below:

- All records must be kept for a minimum of three (3) years, unless otherwise superseded by federal or state statute.
- For grants to which 2 CFR 200 applies, this three-year period begins the day the agreement terminates or expires.
- The retention period may be extended until if any audit findings remain open; records must be retained until all audit findings are resolved and closed.

### **6.6 Minimum Requirements**

In addition to complying with generally accepted accounting principles, the Subrecipient must maintain an organized grant file with the following information:

- A copy of the official award packet (obligation letter, certifications, executed Grant Agreement with all attachments)
- Copies of all bids and/or quotes collected prior to vendor selection.
- Written vendor justification (if chosen vendor is not the lowest vendor)
- Copies of all purchase orders/equipment records
- Copies of all Reimbursement Requests including copies of corresponding invoices and proof of payment documents submitted to PEMA.
- Copies of all Programmatic Reports submitted to PEMA.
- Copies of monitoring reports completed by PEMA and issued to the Subrecipient.

## **Chapter 7: Monitoring**

### **7.1 Monitoring Overview**

In accordance with 2 CFR § 200.332, PEMA, as the grant recipient, is responsible for monitoring subrecipients to ensure that all financial and programmatic responsibilities are in compliance with federal grant guidance, federal regulations, as well as any applicable state requirements.

The objectives of PEMA's subrecipient monitoring program are as follows:

- Verify compliance with all terms, conditions, and purposes of the grant.
- Review accuracy of financial documentation.
- Develop an understanding of the subrecipient's financial management practices.
- Review programmatic issues as they relate to the grant agreement.

PEMA will conduct a desk monitoring or a site monitoring of a sample of subrecipients every state fiscal year. The subrecipient's activity will be monitored from award through close-out.

A review of both financial and programmatic activity will occur during each monitoring session. Each Subrecipient must maintain the following:

- Internal control policy
- Records retention policy
- Accounting control system
- Procurement Policy

Assessing project implementation, timelines of the SLCGP application, and annual and final reports are also important aspects of the monitoring process.

### **7.2 Types of Monitoring**

As noted above, Subrecipient monitoring is carried out through either a desk monitoring or site visit

### **7.3 Desk Monitoring**

A desk monitoring review is performed remotely. Subrecipients are required to submit requested documentation in a timely manner by email. During this process, PEMA reviews financial and programmatic records related to grant activities without an in-person visit, including subrecipient records already on file. PEMA may also request additional information or supplemental documentation, if necessary, and ask clarifying questions to ensure accuracy and compliance with grant requirements.

### **7.4 Site Monitoring**

Site monitoring involves the PEMA monitoring team physically visiting the subrecipient's office or facility. This process also consists of both a financial and programmatic review of grant activities, similar to desk monitoring.

PEMA strives to provide subrecipients at least a 45-day advance notice by email to schedule site monitoring visits. After the site visit is scheduled, PEMA will send a letter to the subrecipient confirming the site visit date, describing the monitoring procedures, and requesting specific information.

During a site visit, the PEMA monitoring team will assess accounting and financial management processes and review relevant documentation.

### **7.5 Financial Review**

The goals of financial review are to ensure compliance with federal and state requirements and to identify opportunities for operational improvements and innovations. The financial review evaluates the subrecipient's accounting system capabilities, financial activity, and internal controls. The review includes, but is not limited to:

- Reconciling general ledger reports with amounts on Subrecipient Quarterly Reports.
- Ensuring the Subrecipient's financial system meets the requirements set forth in 2 CFR 200.
- Examining Quarterly Reports to verify completeness, confirm all required supporting documentation was provided, assess cost eligibility, and ensure adequate internal controls are in place.

### **7.6 Programmatic Review**

The goals of programmatic review are to assess the subrecipient's progress and identify any potential challenges encountered in implementing projects. The programmatic review also evaluates the subrecipient's project management, as well as the implementation of planning activities to meet these objectives. The review includes, but is not limited to:

- Reviewing grant applications
- Determining whether any special conditions are in place that result in funds being withheld from the Subrecipient and identifying actions required for resolution.

### **7.7 Monitoring Reports**

PEMA will issue a written report to the subrecipient typically within 30 days of completing all monitoring procedures. If any deficiencies are identified as “findings” in the report, the subrecipient must prepare and submit a Corrective Action Plan (CAP) within 45 days of issuance of the final report.

### **7.8 Corrective Action Plan and Finding Resolution**

The above-mentioned CAP should include:

- Detailed steps to resolve the finding and prevent future occurrences.
- A timeline for the completion of each step
- Identification of the parties responsible for completing each step or action.

PEMA will notify the subrecipient in writing regarding acceptance or rejection of the CAP. If the CAP is accepted, PEMA will follow up with the subrecipient on the status of the corrective actions 90 days after the notification of approval. If the CAP is rejected, the subrecipient must submit a revised CAP within 30 days of the rejection notice. Failure to submit a CAP or revised CAP by the deadline specified in PEMA’s notification may result in PEMA placing a hold on the subrecipient’s funding until the CAP is submitted and approved.

# Attachment C

## Commonwealth Standard Terms and Conditions Grant Version (Revised - 10/1/2023) Version 2

### 1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

### 2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

### 3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
  - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, 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.
  - ii. 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.
  - iii. 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 this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
  - v. 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 the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

#### 4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. “Affiliate” means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. “Grantee” means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. “Grantee Related Parties” means any Affiliates of the Grantee and the Grantee’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “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](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
  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 are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
  - iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
  - iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.
  - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
  - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
  - iv. not accept, agree to give, offer, confer, 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, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
  - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to

have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
  - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
  - viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee 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 the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:
- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
  - ii. 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 Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
  - iii. upon the inquiry or request of an Inspector General, 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 Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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.
- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and

subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

## 5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
  - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
  - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or

debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

## 6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

## 7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be 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 Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

## 8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
  - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the

Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
  - i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
  - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of 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.
- e. **Challenges of Commonwealth Release.** The Grantee 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 Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

## 9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

## 10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

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

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

## 11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

# Attachment D

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

### **A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications**

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

### **B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.**

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is located at 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## C. Standard Terms & Conditions

### I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

### II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

### III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA)

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

XIII. Executive Order 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list), <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act

Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Public Law 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to (1) cybersecurity; (2) foreign travel security; (3) research security training; and (4) export control training, as appropriate. Covered institutions means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

XXV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

XXVI. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXVII. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVIII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXIX. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXI. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXII. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXIII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "[Buy America Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#)."

## *Definitions*

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

### XXXIV. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

### XXXV. System for Award Management and Universal Identifier Requirements

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

### XXXVI. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

### XXXVII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

### XXXVIII. USA PATRIOT Act of 2001

Recipients must comply with the requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

### XXXIX. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

### XL. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

## Attachment E

# Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

The Subgrantee must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

- (a) Registration and Identification Information – The Subgrantee must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subgrantee must provide its UEI, to the Commonwealth along with the signed agreement.
- (b) Primary Location - Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the award is to be expended pursuant to this agreement.
- (c) Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if-**
  1. the entity in the preceding fiscal year received—
    - a. 80 percent or more of its annual gross revenues in Federal procurement contracts (and subcontracts) and Federal awards (and subawards); **and**
    - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards; **and**
  2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subgrantee provides such information responding to this question.

# Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

## REGISTRATION AND IDENTIFICATION INFORMATION

Unique Entity Identifier (UEI):

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A UEI is issued upon registration in SAM.gov.]

## PRIMARY LOCATION

City:   
State:   
Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

## COMPENSATION OF OFFICERS

Officer 1 Name:	<input type="text"/>
Officer 1 Compensation:	<input type="text"/>
Officer 2 Name:	<input type="text"/>
Officer 2 Compensation:	<input type="text"/>
Officer 3 Name:	<input type="text"/>
Officer 3 Compensation:	<input type="text"/>
Officer 4 Name:	<input type="text"/>
Officer 4 Compensation:	<input type="text"/>
Officer 5 Name:	<input type="text"/>
Officer 5 Compensation:	<input type="text"/>

By marking the following box  
Subrecipient affirms they do not  
meet the conditions for reporting  
highly compensated officials



[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if --

1. the entity in the preceding fiscal year received—
  - a. 80 percent or more of its annual gross revenues in Federal procurement contracts (and subcontracts) and Federal awards (and subawards); **and**
  - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards; **and**
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.

## Attachment F

### **AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH**

The Subrecipient must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

**For subrecipient fiscal years beginning BEFORE October 1, 2024,** If the Subrecipient is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Subrecipient is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

**For subrecipient fiscal years beginning ON OR AFTER October 1, 2024,** If the Subrecipient is a local government or non-profit organization that expends \$1,000,000 or more in federal awards during its fiscal year, the Subrecipient is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*. 2024 Uniform Grant Guidance revisions to *2 CFR Part 200.501* increase the single or program specific audit threshold from \$750,000 to \$1,000,000 for auditee fiscal years beginning on or after October 1, 2024. Below is a table of fiscal year end dates and audit period end dates that demonstrates how the \$1,000,000 threshold applies.

<b>Subrecipient's Fiscal Year End</b>	<b>Revised Threshold Effective for Audit Period Ending</b>
September 30	September 30, 2025
December 31	December 31, 2025
March 31	March 31, 2026
June 30	June 30, 2026

If the Subrecipient expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the Subrecipient is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with [Government Auditing Standards](#), a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

## **ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE**

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

## **SUBMISSION OF THE AUDIT REPORT**

The Subrecipient must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

## **AUDIT OVERSIGHT PROVISIONS**

The Subrecipient is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Subrecipient's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Subrecipient.

Audit documentation and audit reports must be retained by the Subrecipient's auditor for a minimum of five years from the date of issuance of the audit report, unless the Subrecipient's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

ATTACHMENT G

**Points of Contact**

The contact person for this agreement for PEMA shall be:

Sarah Reusing  
Grants Administration / PEMA  
1310 Elmerton Avenue, Harrisburg, PA 17110  
Telephone Number:  
FAX Number:  
Email:

The contact person for this agreement for Lancaster County shall be:

Larry George  
Lancaster County  
150 NORTH QUEEN STREET, LANCASTER, PA 17602  
Telephone Number:  
Email:

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of Adult Probation and Parole Services (APPS), to approve the following:

**New Grant Application With:** Pennsylvania Commission on Crime & Delinquency (PCCD)  
Harrisburg, PA

**Purpose:** To apply for funding through the Justice Reinvestment Initiative to support a wide range of operational and safety enhancements including security upgrades to the APPS building and officer safety equipment upgrades. The grant would also fund training and workforce development initiatives.

**Amount/Term:** \$807,808.00 for the period April 1, 2026 through March 31, 2029.

**Funding:** 100% State funding.

5/27/26

**PENNSYLVANIA COMMISSION ON CRIME  
AND DELINQUENCY**

**PCCD USE ONLY**

Applicant Hereby Applies to the PCCD for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Grant Number(s)
		-- 49703

<b>Type of Funds for which you are applying</b>	JRI - County Probation Grants (State JRIPROB)		
<b>Applicant</b>	<b>Name Of Applicant:</b> Lancaster County Commissioners		
	<b>Federal I.D:</b> 23-6003055	<b>County:</b> Lancaster	
	<b>Street Address Line 1:</b> 150 North Queen Street Suite 710		
	<b>Address Line 2:</b>	<b>Address Line 3:</b>	
	<b>City:</b> Lancaster	<b>State:</b> PA	<b>Zip:</b> 17603-3562
<b>Recipient Agency</b>	Lancaster County Adult Probation and Parole Services		
<b>Project Director</b>	<b>Name:</b> Director Jennifer Luciano		<b>Title:</b>
	<b>Agency:</b>		
	<b>Street Address Line 1:</b> 40 East King Street		
	<b>Address Line 2:</b>	<b>Address Line 3:</b>	
	<b>City:</b> Lancaster	<b>State:</b> PA	<b>Zip:</b> 17603
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>	
<b>Financial Officer</b>	<b>Name:</b> Mr. W. Scott Wigglesworth		<b>Title:</b> Controller
	<b>Agency:</b>		
	<b>Street Address Line 1:</b> 150 N. Queen Street		
	<b>Address Line 2:</b> 7th Floor	<b>Address Line 3:</b>	
	<b>City:</b> Lancaster	<b>State:</b> PA	<b>Zip:</b> 17603
<b>Phone:</b> 7	<b>Fax:</b>	<b>Email:</b> s	
<b>Contact</b>	<b>Name:</b> Mrs Marielena Quiles-Céspedes		<b>Title:</b> Business Manager
	<b>Agency:</b>		
	<b>Street Address Line 1:</b> 40 E. King Street		
	<b>Address Line 2:</b> Office 201	<b>Address Line 3:</b>	
	<b>City:</b> Lancaster	<b>State:</b> PA	<b>Zip:</b> 17602
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>	
<b>Brief Summary of Project</b>	<p><b>Short Title</b> (May not exceed 50 characters) APPS Justice Reinvestment Initiative Grant</p> <p>(Do Not Exceed Space Provided) Grant funds to improve the delivery of County Adult Probation and Parole Services and the implementation of promising, innovative, and evidence-based practices and programs that aligns with PCCDs Operating Standards for Adult Probation and Parole Departments in Pennsylvania.</p>		

**Grant Budget TOTAL BUDGET BY CATEGORY**

BUDGET CATEGORY	AMOUNT
PERSONNEL	0.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	66,195.00
EQUIPMENT	181,194.00
SUPPLIES & OPERATING EXPENSES	95,087.00
CONSULTANTS	35,289.00
CONSTRUCTION	0.00
OTHER	430,043.00
<b>TOTAL</b>	<b>807,808.00</b>

**TOTAL BUDGET BY FUND SOURCE**

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	0.00	
STATE	807,808.00	100%
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	0.00	
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
<b>TOTAL</b>	<b>807,808.00</b>	<b>100%</b>

Project Start Date: 4/1/2026

Project End Date: 3/30/2029

**BUDGET DETAILS****A. AGENCY BUDGETS**

<b>BY RECIPIENT AGENCY</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>TOTAL</b>
Lancaster County Adult Probation and Parole Services	603,892.00	193,449.00	10,467.00	<b>807,808.00</b>
<b>Total:</b>	<b>603,892.00</b>	<b>193,449.00</b>	<b>10,467.00</b>	<b>807,808.00</b>

**Recipient Agency:** Lancaster County Adult Probation and Parole Services

<b>BY CATEGORY</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>TOTAL</b>
PERSONNEL	0.00	0.00	0.00	<b>0.00</b>
EMPLOYEE BENEFITS	0.00	0.00	0.00	<b>0.00</b>
TRAVEL (INCLUDING TRAINING)	5,705.00	60,490.00	0.00	<b>66,195.00</b>
EQUIPMENT	181,194.00	0.00	0.00	<b>181,194.00</b>
SUPPLIES & OPERATING EXPENSES	73,559.00	11,061.00	10,467.00	<b>95,087.00</b>
CONSULTANTS	35,289.00	0.00	0.00	<b>35,289.00</b>
CONSTRUCTION	0.00	0.00	0.00	<b>0.00</b>
OTHER	308,145.00	121,898.00	0.00	<b>430,043.00</b>
<b>Total:</b>	<b>603,892.00</b>	<b>193,449.00</b>	<b>10,467.00</b>	<b>807,808.00</b>

**Applicant Agency:** Lancaster County Commissioners

<b>BY SOURCE</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>TOTAL</b>
FEDERAL	0.00	0.00	0.00	<b>0.00</b>
STATE	603,892.00	193,449.00	10,467.00	<b>807,808.00</b>
PROJECT INCOME	0.00	0.00	0.00	<b>0.00</b>
INTEREST	0.00	0.00	0.00	<b>0.00</b>
STATE MATCH	0.00	0.00	0.00	<b>0.00</b>
CASH MATCH (NEW APPROP.)	0.00	0.00	0.00	<b>0.00</b>
IN-KIND MATCH	0.00	0.00	0.00	<b>0.00</b>
PROJECT INCOME MATCH	0.00	0.00	0.00	<b>0.00</b>
<b>Total:</b>	<b>603,892.00</b>	<b>193,449.00</b>	<b>10,467.00</b>	<b>807,808.00</b>

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

**Line Item Details for: Lancaster County Adult Probation and Parole Services**

**YEAR 1**

**TRAVEL (INCLUDING TRAINING)**

**Justification:** Adult Probation and Parole Services aims to build strong workforce capacity through specialized training by strengthening SOU’s expertise in supervising individuals with sexual-offense convictions. Improve leadership, staff wellness, and retention. Our objectives are to deliver SOU training to 9 officers to improve risk monitoring and compliance supervision. Certify QPR trainers to expand suicide-prevention capacity. Provide leadership CEUs to supervisors. Expand Treatment Court competencies through training and conferences. These will improve SOU supervision outcomes and community safety, increased staff confidence and reduced burnout and provide higher Treatment Court fidelity and participant success.

**COST**

**Purpose of Travel:** PPCT Instructor

**Location:** Lancaster, PA

**Item:** PPCT TPR/USE OF FORCE INSTRUCTOR, SHARP and EDGED WEAPON CERTS

<b>Mileage</b>				
	<b># Miles</b> 433	<b>x # Trips</b> 2	<b>x Rate</b> 0.500	433.00
<b>Subsistence</b>				
<b># Days</b> 3	<b>x # Staff</b> 2	<b>x # Trips</b> 1	<b>x Rate</b> 45.00	270.00
<b>Lodging</b>				
<b>Nights</b> 6	<b>x # Staff</b> 1	<b>x # Trips</b> 1	<b>x Cost per Night</b> 211.00	1,266.00
<b>Training Registration Costs</b>				
<b># Staff</b> 4	<b>x # Trips</b> 1	<b>x Cost per Person</b> 890.00	3,560.00	
<b>Other</b>				
<b>Description</b> TURNPIKES	<b># Trips</b> 2	<b>x Cost</b> 88.06	176.00	

**Travel (Including Training) - Year 1 Total: 5,705.00**

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

**Line Item Details for: Lancaster County Adult Probation and Parole Services**

**EQUIPMENT**

**Justification:** Lancaster County Adult Probation and Parole Services is requesting approval to procure two mission critical products on a non-competitive basis to ensure operational continuity, officer readiness, and compliance with mandated training requirements. First, the Axon TASER 10 Certification Program, totaling \$161,694.17, includes TASER 10 energy weapons, VR-based training modules, cartridges, warranties, and Evidence.com licensing. This program is exclusively manufactured, distributed, and supported by Axon Enterprise, Inc., which is the sole authorized provider of TASER 10 products and related software in Pennsylvania, making competitive procurement impossible. The County requires Axon’s proprietary hardware and integrated digital evidence systems to maintain certified less-lethal capabilities for probation officers and to replace an expiring Axon contract without operational disruption. Second, the GovAI Software Solutions Training Tracker system, priced at \$19,500, provides a tailored IT solution designed specifically for Lancaster County Adult Probation’s training, certification, and compliance needs. The proposal identifies GovAI as the developer and implementer of this proprietary software, and no alternative vendors offer or support their system. 3 Implementing these two procurements through sole-source approval ensures continuity of mandated training documentation, preserves compatibility with existing systems, avoids costly retraining or replacement, and prevents delays that could compromise officer safety, compliance, and program effectiveness.

				<u>COST</u>
<b>Item:</b>	GovAI Software Training Module			
	<b>Total Unit Cost per item</b>	<b>Quantity</b>	<b>% Applied to Grant</b>	
	19,500.00	x 1	x 100.00	19,500.00
<b>Item:</b>	Axon 10th Generation Upgrade			
	<b>Total Unit Cost per item</b>	<b>Quantity</b>	<b>% Applied to Grant</b>	
	161,694.17	x 1	x 100.00	161,694.00
<b>Equipment - Year 1 Total:</b>				<b>181,194.00</b>

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

**Line Item Details for: Lancaster County Adult Probation and Parole Services**

**SUPPLIES & OPERATING EXPENSES**

**Justification:** The requested items are essential to support operational readiness, staff effectiveness, and client engagement within the program. The four field radios from B. Moyer Radio Communications are required to maintain reliable communication during field operations, ensuring staff safety and coordination. Instructor and student PPCT Human Factor Manuals are necessary training materials that support standardized defensive tactics instruction. Additional DT equipment is needed to replace worn items and maintain training quality. Glock accessories from Witmer are required to maintain compliance with equipment standards. Chair replacements from Benjamin Roberts address deteriorating seating used by officers and supervisors, supporting workplace ergonomics and safety. Clothing reimbursement for supervisors over a three-year period ensures compliance with uniform standards and supports professional appearance requirements. Advertising materials from 4Imprint, including promotional items, Uber cards, and bus passes, are used for client support needs and to enhance program visibility at career fairs, improving recruitment and client accessibility. Employee appreciation items support staff recognition initiatives which enhance morale and retention. Finally, the color printer for the Deputy Director ensures necessary administrative functionality and supports document production needs. Collectively, these expenditures are critical to maintaining program operations, ensuring safety, supporting training, promoting recruitment, and recognizing staff contributions.

				<u><b>COST</b></u>
<b>Supply Item:</b> Radios - Tait TP9600 P25 UHF 4 Key Portable				
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	4,199.45	4.00	100.00	16,798.00
<b>Supply Item:</b> GLOCK 47MOS GEN5 and Accessories				
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	1,101.51	1.00	100.00	1,102.00
<b>Supply Item:</b> PPCT Human Factor Manual - Instructors				
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	53.02	25.00	100.00	1,326.00
<b>Supply Item:</b> PPCT Human Factor Manual - Students				
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	73.02	11.00	100.00	803.00
<b>Supply Item:</b> Office Chair Replacements - Executive				
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	547.86	20.00	100.00	10,957.00
<b>Supply Item:</b> Office Chair Replacements - Officers				
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	421.82	39.00	100.00	16,451.00
<b>Supply Item:</b> Officer Chair Replacement - Officers Oversized				
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	666.08	2.00	100.00	1,332.00
<b>Supply Item:</b> Office Chairs Disposals				
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	15.00	61.00	100.00	915.00

**BUDGET DETAILS****A. AGENCY BUDGETS****Line Item Details for: Lancaster County Adult Probation and Parole Services****Supply Item:** 4 Imprint - Advertising Supplies for Career Fairs

<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
2,962.90	1.00	100.00	2,963.00

**Supply Item:** 4 Imprint - Employee Appreciation

<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
1,469.00	1.00	100.00	1,469.00

**Supply Item:** Color Printer - Deputy Director

<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
429.14	1.00	100.00	429.00

**Supply Item:** Clothing Reimbursement - 20 Supervisors

<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
500.00	20.00	100.00	10,000.00

**Supply Item:** Uber Cards

<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
20.00	80.00	100.00	1,600.00

**Supply Item:** Bus Passes

<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
13.50	300.00	100.00	4,050.00

**Supply Item:** Defense Tactics Training Equipment

<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
3,363.74	1.00	100.00	3,364.00

---

**Supplies & Operating Expenses - Year 1 Total: 73,559.00**

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

**Line Item Details for: Lancaster County Adult Probation and Parole Services**

**CONSULTANTS - PRODUCT/SERVICE**

**Justification:** The ACJI Culture Academy is a comprehensive, research-informed professional development program designed to strengthen organizational culture, leadership capacity, and workforce well-being. The program provides a structured 10-week curriculum that equips staff with evidence-based tools for assessing current culture, diagnosing challenges, and implementing practical strategies for improvement, including frameworks addressing psychological safety, leadership climate, adaptive mindset, appreciative inquiry, and collective well-being. The proposal outlines that the Academy offers a mixed-method learning model combining live facilitation, self-paced modules, and applied exercises, allowing participants to meaningfully engage with real organizational issues while building shared language and alignment around culture change. Additionally, the Academy is supported by ACJI's extensive experience in implementation science and organizational development, ensuring that participants receive expert instruction and coaching. This investment supports agency priorities related to leadership development, organizational effectiveness, and grant aligned outcomes by establishing foundational skills, improving staff engagement, and building sustainable capacity for culture transformation.

**COST**

**Consultant:** Glenn A. Tapia, Director of Leadership and Organizational Intelligence  
**Item:** Culture Academy

Total Unit Cost per item	Quantity	% Applied to Grant	
35,289.00	x 1	x 100.00	35,289.00

**Consultants - Product/Service - Year 1 Total: 35,289.00**

**OTHER**

**Justification:** The Lancaster County Adult Probation Security Upgrades project is necessary to enhance the safety, security, and operational integrity of the Adult Probation and Parole Building. The scope of work includes installation of an automatic security gate to create a secure rear sally port, upgrades to the building's main entrance with shatter-resistant or ballistic glass, and replacement or reinforcement of interior doors and transaction windows with security-rated materials, all of which address identified vulnerabilities in public-facing and staff-accessible areas. Additional improvements include the integration of access-control systems, card readers, mag locks, ballistic glazing, panic hardware, and reinforced door assemblies to ensure controlled movement throughout the facility and compliance with emergency egress needs. The project also includes the construction of protective infrastructure such as bollards, secure fencing, coiling security gates, and upgraded glazing films to mitigate forced-entry risks. These upgrades collectively reduce security risks, improve staff and visitor safety, support emergency response readiness, and align the facility with modern justice-sector security standards. The proposed investment of \$430,043.00 reflects comprehensive construction, engineering, and materials costs necessary to implement these critical improvements

**COST**

**Description:** Lobar - Security Enhancements

<b>Computation</b>	<b>Cost</b>	
See Proposal	243796	243,796.00

**Description:** Johnson Controls - Magnetic locks and Card readers

<b>Computation</b>	<b>Cost</b>	
See Proposal	64349	64,349.00

**Other - Year 1 Total: 308,145.00**

**YEAR 1 TOTAL: 603,892.00**

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

**Line Item Details for: Lancaster County Adult Probation and Parole Services**

**YEAR 2**

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

**Line Item Details for: Lancaster County Adult Probation and Parole Services**

**TRAVEL (INCLUDING TRAINING)**

**Justification:** Adult Probation and Parole Services aims to build strong workforce capacity through specialized training by strengthening SOU’s expertise in supervising individuals with sexual-offense convictions. Improve leadership, staff wellness, and retention. Our objectives are to deliver SOU training to 9 officers to improve risk monitoring and compliance supervision. Certify QPR trainers to expand suicide-prevention capacity. Provide leadership CEUs to supervisors. Expand Treatment Court competencies through training and conferences. These will improve SOU supervision outcomes and community safety, increased staff confidence and reduced burnout and provide higher Treatment Court fidelity and participant success.

**COST**

**Purpose of Travel:** Treatment Courts Training

**Location:** Penn State

**Item:** PATCP

Mileage				
-----	<b># Miles</b> 1,125	<b>x # Trips</b> 2	<b>x Rate</b> 0.725	1,631.00
Subsistence				
<b># Days</b> 2	<b>x # Staff</b> 9	<b>x # Trips</b> 1	<b>x Rate</b> 65.00	1,170.00
Lodging				
<b>Nights</b> 2	<b>x # Staff</b> 9	<b>x # Trips</b> 1	<b>x Cost per Night</b> 172.00	3,096.00
Training Registration Costs				
-----	<b># Staff</b> 9	<b>x # Trips</b> 1	<b>x Cost per Person</b> 350.00	3,150.00

**Purpose of Travel:** Sexual Offender Unit Conference

**Location:** Poconos, PA

**Item:** MARATSA

Mileage				
-----	<b># Miles</b> 1,269	<b>x # Trips</b> 2	<b>x Rate</b> 0.725	1,840.00
Subsistence				
<b># Days</b> 3	<b>x # Staff</b> 9	<b>x # Trips</b> 1	<b>x Rate</b> 65.00	1,755.00
Lodging				
<b>Nights</b> 2	<b>x # Staff</b> 9	<b>x # Trips</b> 1	<b>x Cost per Night</b> 298.99	5,382.00
Training Registration Costs				
-----	<b># Staff</b> 9	<b>x # Trips</b> 1	<b>x Cost per Person</b> 340.00	3,060.00

**Purpose of Travel:** Training

**Location:** Webinar

**Item:** QPR Institute for Instructors

Training Registration Costs				
-----	<b># Staff</b> 3	<b>x # Trips</b> 1	<b>x Cost per Person</b> 628.90	1,887.00

**Purpose of Travel:** All Rise Conference

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

**Line Item Details for: Lancaster County Adult Probation and Parole Services**

<b>Location:</b>	Baltimore, MD				
<b>Item:</b>	Treatment Court Professionals Conference				
Mileage	# Miles 625	x # Trips 2	x Rate 0.725	906.00	
Subsistence	# Days 3	x # Staff 5	x # Trips 1	x Rate 75.00	1,125.00
Lodging	Nights 3	x # Staff 5	x # Trips 1	x Cost per Night 255.85	3,838.00
Training Registration Costs	# Staff 5	x # Trips 1	x Cost per Person 860.00	4,300.00	
Other	Description Parking	# Trips 1	x Cost 750.00	750.00	

**Purpose of Travel:** Training - Carey Group

**Location:** Lancaster PA

**Item:** Effective Case Planning and Management (Customized for PA)

Training Registration Costs	# Staff 120	x # Trips 1	x Cost per Person 221.67	26,600.00
-----------------------------	-------------	-------------	--------------------------	-----------

**Travel (Including Training) - Year 2 Total: 60,490.00**

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

**Line Item Details for: Lancaster County Adult Probation and Parole Services**

**SUPPLIES & OPERATING EXPENSES**

**Justification:** The requested items are essential to support operational readiness, staff effectiveness, and client engagement within the program. The four field radios from B. Moyer Radio Communications are required to maintain reliable communication during field operations, ensuring staff safety and coordination. Instructor and student PPCT Human Factor Manuals are necessary training materials that support standardized defensive tactics instruction. Additional DT equipment is needed to replace worn items and maintain training quality. Glock accessories from Witmer are required to maintain compliance with equipment standards. Chair replacements from Benjamin Roberts address deteriorating seating used by officers and supervisors, supporting workplace ergonomics and safety. Clothing reimbursement for supervisors over a three-year period ensures compliance with uniform standards and supports professional appearance requirements. Advertising materials from 4Imprint, including promotional items, Uber cards, and bus passes, are used for client support needs and to enhance program visibility at career fairs, improving recruitment and client accessibility. Employee appreciation items support staff recognition initiatives which enhance morale and retention. Finally, the color printer for the Deputy Director ensures necessary administrative functionality and supports document production needs. Collectively, these expenditures are critical to maintaining program operations, ensuring safety, supporting training, promoting recruitment, and recognizing staff contributions.

				<u>COST</u>
<b>Supply Item:</b>	4 Imprint - Employee Appreciation			
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	1,060.98	1.00	100.00	1,061.00
<b>Supply Item:</b>	Clothing Reimbursement - 20 Supervisors			
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	500.00	20.00	100.00	10,000.00
<b>Supplies &amp; Operating Expenses - Year 2 Total:</b>				<b>11,061.00</b>

**OTHER**

**Justification:** The Lancaster County Adult Probation Security Upgrades project is necessary to enhance the safety, security, and operational integrity of the Adult Probation and Parole Building. The scope of work includes installation of an automatic security gate to create a secure rear sally port, upgrades to the building’s main entrance with shatter-resistant or ballistic glass, and replacement or reinforcement of interior doors and transaction windows with security-rated materials, all of which address identified vulnerabilities in public-facing and staff-accessible areas. Additional improvements include the integration of access-control systems, card readers, mag locks, ballistic glazing, panic hardware, and reinforced door assemblies to ensure controlled movement throughout the facility and compliance with emergency egress needs. The project also includes the construction of protective infrastructure such as bollards, secure fencing, coiling security gates, and upgraded glazing films to mitigate forced-entry risks. These upgrades collectively reduce security risks, improve staff and visitor safety, support emergency response readiness, and align the facility with modern justice-sector security standards. The proposed investment of \$430,043.00 reflects comprehensive construction, engineering, and materials costs necessary to implement these critical improvements

			<u>COST</u>
<b>Description:</b>	Lobar - Security Enhancements		
<b>Computation</b>		<b>Cost</b>	
See Proposal		121898	121,898.00
<b>Other - Year 2 Total:</b>			<b>121,898.00</b>

**YEAR 2 TOTAL: 193,449.00**

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

**Line Item Details for: Lancaster County Adult Probation and Parole Services**

**YEAR 3**

**SUPPLIES & OPERATING EXPENSES**

**Justification:** The requested items are essential to support operational readiness, staff effectiveness, and client engagement within the program. The four field radios from B. Moyer Radio Communications are required to maintain reliable communication during field operations, ensuring staff safety and coordination. Instructor and student PPCT Human Factor Manuals are necessary training materials that support standardized defensive tactics instruction. Additional DT equipment is needed to replace worn items and maintain training quality. Glock accessories from Witmer are required to maintain compliance with equipment standards. Chair replacements from Benjamin Roberts address deteriorating seating used by officers and supervisors, supporting workplace ergonomics and safety. Clothing reimbursement for supervisors over a three-year period ensures compliance with uniform standards and supports professional appearance requirements. Advertising materials from 4Imprint, including promotional items, Uber cards, and bus passes, are used for client support needs and to enhance program visibility at career fairs, improving recruitment and client accessibility. Employee appreciation items support staff recognition initiatives which enhance morale and retention. Finally, the color printer for the Deputy Director ensures necessary administrative functionality and supports document production needs. Collectively, these expenditures are critical to maintaining program operations, ensuring safety, supporting training, promoting recruitment, and recognizing staff contributions.

				<u><b>COST</b></u>
<b>Supply Item:</b> 4 Imprint - Employee Appreciation				
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	467.00	1.00	100.00	467.00
 <b>Supply Item:</b> Clothing Reimbursement - 20 Supervisors				
	<b>Unit Cost Per Item</b>	<b>Quantity</b>	<b>% Applied To Grant</b>	
	500.00	20.00	100.00	10,000.00
<b>Supplies &amp; Operating Expenses - Year 3 Total:</b>				<b>10,467.00</b>

**YEAR 3 TOTAL: 10,467.00**

**SECTIONS:****A. Executive Summary**

Executive Summary - (length is limited to 5,000 characters; approximately one printed page)

**1.**

All applicants should fill out the following script and paste into the Executive Summary section:

The *[name of applicant]* is requesting \$ \_\_\_\_\_ to *[provide a single sentence or two describing what you are seeking to implement with your grant funding]*.

These funds will be used for the following: *[provide bullet points of what the funds will be used for]*.

Please note that responses in this section will be used in grant summaries and could be mentioned in press releases. Plain language that clearly describes the intent of the project is most effective.

Lancaster County Adult Probation and Parole Services respectfully requests \$807,808.00 through the Justice Reinvestment Initiative (JRI 2) to strengthen the agency's capacity to deliver safe, effective, and evidence-based supervision services. This funding will support a coordinated series of improvements designed to enhance operational safety, advance the accuracy and functionality of client assessments, modernize equipment, and expand staff training and professional development opportunities.

A key component of this initiative includes implementing enhanced security measures to safeguard both clients and personnel, ensuring a safe environment for supervision, programming, and daily operations. Additionally, the agency seeks to improve the functionality and effectiveness of client risk and needs assessments through upgrades to the Case Management Program an essential tool for informed decision making, supervision planning, and evidence-based interventions.

To further strengthen organizational effectiveness, this request includes resources for leadership training and motivational coaching, equipping supervisors and staff with modern strategies to support performance, reinforce agency values, and enhance employee wellness and retention. Funding will also allow for the certification of new instructors in SHARP, Edged Weapon, and Use of Force programs, enabling the agency to sustain in house training capacity and ensure officers meet required professional standards.

Finally, this grant will support long overdue upgrades to officer's office equipment and duty equipment, improving efficiency, reliability, and operational readiness. These enhancements will directly improve service delivery, reduce operational disruptions, and contribute to a safer and more professional field environment.

Collectively, the proposed investments will strengthen Lancaster County Adult Probation and Parole Services' ability to promote accountability, support rehabilitation, reduce recidivism, and enhance community safety. JRI 2 funding will allow the agency to modernize essential operations, invest in its workforce, and deliver high quality services that align with statewide justice reinvestment goals.

**SECTIONS:****B. Statement of Need JRI-2**

This section establishes the need for improvements within the county adult probation and parole department.

**1. Identify the services, functions, or operations the county is seeking to improve.**

Adult Probation and Parole Services seeks to improve and enhance both structural security and individual safety across all agency operations. This initiative includes providing leadership and officers with essential resources that support the effective performance of their duties. The agency also aims to recruit and develop new in-house trainers by equipping them with the tools, instruction, and certifications necessary to build long-term training sustainability. Additionally, we are requesting funding to upgrade duty equipment for all Special Intervention Unit members and field officers, ensuring they are properly supported in high-risk environments as well as building security issues to safeguard officers and the detainees in their custody. We intend to replace office equipment that is most in need of modernization to improve functionality, efficiency, and service delivery and lastly, we are looking to provide proper specialized training for all members of our Sexual Offender Unit (SOU) and Treatment Courts personnel.

**2.**

Identify how the project will result in improvements(s) and/or enhancement(s).

Provide supporting data/facts/figures specific to the proposed project and relevant to the established need and request. Provide references and citations, if applicable, to reports, studies, or other evidence or research-based documentation that supports the need for improvement(s) and/or enhancement(s).

**Facility Security Upgrades**

A comprehensive safety and security assessment conducted through the Sheriff's Office and in collaboration with Department of Homeland Security's Cybersecurity and Infrastructure Security Agency as part of the Security Assessment at First Entry (SAFE) identified significant vulnerabilities in the department's physical, engineered, and environmental security controls. The assessment emphasized the need to strengthen deterrence, detection, denial, delay, and defense capabilities throughout the building.

Based on these findings, the department identified the below necessary structural and security improvements, including:

**Security Enhancements**

(Ballistic glass, impact adhesive, magnetic locks, card readers)

Standardize access points and install ballistic glass and sensors (Lobar Base Bid #1).

Remove outdated transaction windows and install new ballistic materials where needed (Lobar Base Bid #2)

Secure coiling gate at the sally port, pedestrian separation gate, pavement modifications, and security hardware (Lobar Base Bid #3).

Magnetic locks and card readers on five stairwell doors (Johnson Controls).

Established need:

Probation offices serve high-risk populations, including individuals with violent histories. Secure facility access is mandatory.

Evidence & Data:

DOJ facility-guidance recommends hardened entry points for public-facing justice buildings.

Ballistic glass increases impact resistance and slows forced entry by up to 2–3 minutes, critical for emergency response.

Card access reduces unauthorized entry and enhances security audit trails.

Outcomes:

Safer staff environment, controlled access, reduced risk of intrusion.

Source: DOJ Physical Security Guidelines; 3M Security Window Film Testing Standards.

**SECTIONS:**

These improvements directly support compliance with PCCD Operating Standard C.26 -Office Safety Plan, which requires secure office configuration and public contact controls.

#### Upgrades to Weapons, Use-of-Force, and Defensive Tactics Training

PCCD's Operating Standards require the department to maintain rigorous annual officer training in Use of Force, Defensive Tactics, de-escalation, and safe weapon handling. Specific standards include:

- C.18 – Mandatory annual Defensive Tactics training.
- C.21 – Annual Use of Force training and de-escalation skills.
- C.22 – Training requirements prior to issuance of firearms or less-lethal weapons.

To comply with these Standards, Lancaster County APPS has identified the need to:

Certify four additional Use-of-Force instructors,

Certify two SHARP instructors,

Certify two Edged Weapon Control instructors,

Upgrade the current Taser inventory to 10th-generation devices with Cert Pro Plan training to provide VR-based training modules and realistic scenario-based learning opportunities. The Taser upgrade is supported by the requirements of Operating Standard C.20 – Firearms/Other Weapons: Situational Carry/Use Policies, which mandates clear policies and training for all weapons officers are authorized to carry.

Equipment – Defensive Tactics (DT)

Established need:

DT equipment supports ongoing office training and safety.

Evidence & Data:

Regular defensive tactics training reduces officer injury rates by up to 50% (NIJ).

Safe, controlled training environments require appropriate equipment.

Outcomes:

Safer field operations, injury reduction, stronger readiness

Taser 10th Generation Upgrade

Established need:

Less lethal tools are essential for minimizing injuries to subjects and officers during resistant or violent encounters.

Evidence & Data:

TASER devices reduce officer and subject injuries by 40–60% when used properly (NIJ & PERF evaluations).

Use of force best practices require officers to have a viable intermediate force option to avoid escalation to firearms.

Newer-generation models include improved accuracy, reduced probe failure rates, and enhanced data logging.

Outcomes:

Lower injury rates, safer arrests, compliance with modern use of force standards.

Source: NIJ Less Lethal Technology Evaluation; PERF Guidelines for Use of Force.

**SECTIONS:**

## Evidence-Based Practice (EBP) Requirements and Assessment Modernization

The JRI-2 Funding Announcement requires that projects advance evidence-based practices, improve supervision outcomes, and align with statewide reforms including Act 44 of 2023. It identifies as eligible activities:

“Adoption and implementation of a standardized and validated 3rd generation or newer risk and needs assessment tool.”

“Conversion and program upgrades to case management systems.”

These priorities directly align with Operating Standard B.2, which requires the use of standardized, validated, actuarial risk/need assessments and regular reassessment. Modernizing the case management system is essential to meeting:

B.2 – Assessment Process,

B.7 and B.9 – Case Plan Development, Review, and Reassessment,

C.45 – Use of Case Management System, including data collection, reporting, and evaluation.

## AP Enhancement for Case Management (Adult Probation Case Management System)

Established need:

Modern supervision requires automated workflows, accurate reporting, and integrated risk/needs data.

Evidence & Data:

CSG reports that data-driven case management improves outcomes more than increased contact frequency.

Modern CMS systems improve compliance, documentation accuracy, and audit readiness.

Outcomes:

Stronger EBP compliance, improved supervision outcomes, enhanced reporting.

## Training and Professional Development Requirements

The department is required to maintain high-level training across staff roles. This is supported by multiple Operating Standards:

C.11 – Supervisory/Management Training, requiring new supervisors to complete 40 hours of training annually.

C.16 – Professional Development, encouraging attendance at professional conferences and workshops.

C.13 – Training Timetable, requiring 40 hours of annual training for all probation/parole officers.

Our proposed training investment includes leadership development, PPCT certifications, SOU training, PATCP training, and All Rise Treatment Court training which are essential to meeting these mandatory Standards and modernizing the department’s capacity to implement EBP supervision strategies under B.6.

## Case Planning Management of EBP

Established need:

High-quality case planning is the backbone RNR (Risk-Need-Responsivity) models.

Evidence & Data:

Proper case planning reduces recidivism by up to 20% when applied correctly (Andrews & Bonta).

CSG reports that case planning quality predicts probation success more than the number of contacts.

Outcomes:

Improved supervision outcomes, stronger alignment with EBP requirements.

## SECTIONS:

Source: Andrews & Bonta; CSG Effective Case Management Guides.

QPR Trainers (Question, Persuade, Refer – Suicide Prevention)

Established need:

Individuals under supervision have significantly higher rates of mental health crises and suicide risk.

Evidence & Data:

Justice-involved individuals die by suicide at 3–8 times the national rate (SAMHSA/CDC).

QPR is an evidence-based model that significantly improves early identification and referral outcomes.

Outcomes:

Increased safety, improved crisis response, better mental health linkage.

Source: QPR Institute; SAMHSA Suicide Prevention Data.

Training for All Treatment Court Staff - Treatment Court Conferences

Established need:

Specialty courts require adherence to NADCP best practices.

Evidence & Data:

Drug courts reduce recidivism by up to 58% when implemented according to NADCP standards.

Training ensures fidelity to the 10 Key Components, reducing program drift.

Outcomes:

Improved program outcomes, compliance with national standards, stronger inter-agency coordination.

Source: NADCP Best Practice Standards.

Management Training (In-Person/Virtual)

Established need:

Supervisors must manage complex caseloads, staff performance, evidence-based implementation, and crisis response.

Evidence & Data:

Effective supervision and leadership reduce staff turnover by 30–45% (CSG workforce research).

Leadership training is linked to improved policy compliance and lower misconduct rates.

Outcomes:

Better staff performance, reduced burnout, higher EBP fidelity.

PPCT Instructor Certifications (Use-of-Force, SHARP, Edged Weapon Control)

Established need:

Physical control skills must be taught by certified instructors to ensure safe, lawful use.

Evidence & Data:

PPCT (Pressure Point Control Tactics) is widely used across corrections and law enforcement.

Instructor certifications ensure standardized, defensible training and reduce liability.

## SECTIONS:

### Outcomes:

Safer physical control encounters, fewer injuries, strong legal defensibility.

### Equipment and Operational Readiness Requirements

Operating Standard C.39 – Equipment requires the agency to ensure staff have the equipment necessary to perform their assigned duties and to replace equipment as needed.

The proposed acquisitions—including:

#### Field Radios (4 Units)

Established need:

Probation officers frequently conduct home visits, field checks, arrests, and high risk contacts in uncontrolled environments. Immediate communication capability is essential for safety, backup coordination, and incident response.

Evidence & Data:

Community supervision staff face elevated risks during field operations; 76% of officers report having experienced or witnessed threats or violence in the field (APPA Officer Safety Survey).

NIJ notes that communication failures are a primary contributor to delayed response and escalation during critical incidents.

Probation officers frequently work without physical backup, making radios a Tier 1 safety tool in APPA field safety standards.

Expected Outcomes:

Improved officer safety, faster emergency response times, reduced critical incidents, enhanced coordination with law enforcement partners.

Source: APPA Officer Safety Standards; NIJ Safety Technology Reports ([nij.ojp.gov](http://nij.ojp.gov)).

#### Duty Equipment and Accessories

Established need:

Officers supervising high risk individuals (violent offenses, weapons histories) require standardized, reliable service firearms.

Evidence & Data:

APPA identifies firearms standardization as critical for consistent training, retention, and safety.

High risk contacts represent the majority of officer injury incidents in community corrections (NIOSH/NIJ).

Accessories (holsters, retention systems, weapon lights) significantly reduce accidental discharge and improve threat management.

Outcomes:

Stronger officer preparedness, standardized weapons training, reduced risk during arrests/field contacts.

Source: APPA Firearms Standards; NIOSH Occupational Risks for Probation Officers.

#### Chair Replacements (Officers & Supervisors)

Established need:

High caseloads and intensive data requirements mean officers spend significant work hours seated. Broken or ergonomic-deficient chairs contribute to musculoskeletal injury.

Evidence & Data:

## SECTIONS:

OSHA identifies poor ergonomic seating as a leading cause of work-related musculoskeletal disorders, costing agencies millions annually. Replacing damaged chairs reduces injury claims and improves productivity.

Outcomes:

Reduced workers' compensation claims, improved health, better retention and productivity.

Source: OSHA Ergonomic Standards.

### Color Printer – Deputy Director

Established need:

Leadership roles require regular production of court reports, presentations, field materials, visual displays, and program documentation.

Evidence & Data:

APPA operational standards emphasize timely, high-quality documentation for data-driven supervision.

Color printing improves readability and comprehension of case plans and flowcharts.

Outcomes:

Improved communication, efficiency, and compliance reporting accuracy.

All this equipment is necessary for maintaining officer's safety, communication in the field, and operational continuity. All items identified in the budget are aligned with this Standard and represent equipment either in need of update or replacement due to functionality and safety concerns.

### Recruitment Efforts and Employee Appreciation

#### Advertising & Materials for Career Fairs

Established need:

Retention and recruitment challenges nationwide impact community corrections.

Evidence & Data:

69% of community corrections departments report staffing shortages and recruitment difficulties (CSG Justice Center, 2023).

Agencies that invest in outreach have better applicant pools and more diverse, qualified candidates.

Outcomes:

Improved recruitment, better staffing stability, lower overtime and burnout.

Source: CSG Workforce Survey (2023).

### Clothing Reimbursement – Supervisors

Established need:

Supervisors perform field work, court duties, and community contacts requiring professional attire suitable for unpredictable environments.

Evidence & Data:

APPA includes uniform/field apparel standards to ensure safety, identification, and professionalism.

Appropriate clothing reduces safety risk during field checks (visibility, movement, proper footwear).

Outcomes:

**SECTIONS:**

Professional appearance, improved safety, reduced personal financial burden on staff.

Source: APPA Field Operations Guidance.

Client Incentive Program

Purchase of Public Transportation and Uber Cards

Established need:

Transportation aid to reduce missed appointments, especially for high-risk individuals or those in treatment.

Evidence & Data:

Transportation barriers increase supervision violations; mitigation improves engagement and compliance.

Outcomes:

FTAs/missed check-ins; treatment attendance; documented voucher usage.

Source: Urban Institute/Vera—Community corrections access barriers; NADCP—Incentives/supports ([urban.org](http://urban.org); [vera.org](http://vera.org); [nadcp.org](http://nadcp.org)).

**SECTIONS:**

**C. Project Description, Plan and Sustainability JRI-2**

This section provides the details necessary to explain what the applicant is proposing to improve or enhance as well as the implementation plan(s), timeline, and expectation for sustainability for each proposed project. Applicants should discuss each project individually if the county is requesting funding for more than one purpose.

1. Specify the number of months the applicant is requesting (12, 24, 36) for the grant period.

36

2. Identify the improvement project(s) and describe the goals, objectives, deliverables, and anticipated impact for each project the county is requesting to fund. If the county is seeking to implement multiple projects, please discuss the goals, objectives, deliverables, and anticipated impact for each one individually.

PROJECT 1

Officer Safety & Field Operations Enhancement

Scope (selected line items & terms):

- 4 Field Radios – B. Moyer (Quote 13541) — \$16,797.80 (12 mo)
- Glock Accessories – Witmer (QUO309917) — \$1,101.51 (12 mo)
- TASER 10th Gen Upgrade – Axon (sole source Q-839231-46122GH) — \$161,694.17 (12 mo)
- PPCT Manuals – Instructor and Student Manuals (Quote 1269) — \$2,128.72 (12 mo)
- PPCT Instructor Certifications – Use of Force / SHARP / Edged Weapon (Quote P-2026) — \$3,560.00 (12 mo)
- DT Extra Equipment – Various — \$3,363.74 (12 mo)

Goals

- Increase officer and public safety during home visits and arrests.
- Standardize safety equipment and less-lethal options.
- Establish consistent use-of-force and control-tactics competencies.

Objectives

- Deploy new radios and update communication SOPs.
- Train staff on TASER 10th Gen standards.
- Certify PPCT instructors and implement quarterly refreshers.

Deliverables

- Radios deployed with monthly logs.
- TASER deployments and certifications completed.
- PPCT instructor cadre established; manuals distributed; DT equipment operational.

Anticipated Impact

- Reduced officer and client injuries.
- Improved response times and operational safety.
- Stronger legal defensibility of force-related incidents.

PROJECT 2

**SECTIONS:**

Facility Safety & Security Reinforcement

Scope (selected line items & terms):

Magnetic Locks & Card Readers – Johnson Controls (CPQ-1022401) — \$64,349.09 (12 mo)

Building Security Enhancements – Lobar (RR25189) — \$232,995.56 (24 mo) and \$116,497.78 (24 mo)

Goals

Harden facility entrances and prevent unauthorized access.

Modernize access control systems.

Improve emergency response time and overall staff safety.

Objectives

Install ballistic glass and complete impact protection improvements.

Install magnetic locks/card readers and update access policy.

Implement and maintain Lobar security improvements.

Deliverables

Ballistic glass installed on all designated windows.

Access-control hardware operational with audit logs.

Facility security inspection reports completed and documented.

Anticipated Impact

Reduced unauthorized entry incidents.

Stronger facility readiness for emergencies.

Greater confidence among staff and clients entering the building.

PROJECT 3

Case-Planning & Technology Modernization

Scope:

Case Planning Management — \$26,600.00 (24 mo)

AP Case-Management Enhancement – GovAI (AP26.032.01) — \$19,500.00 (12 mo)

Color Printer – SCW (1907032) — \$429.14 (12 mo)

Goals

Improve RNR-aligned case planning to reduce recidivism.

Enhance data accuracy and reporting quality.

Objectives

Implement enhanced workflows, dashboards, and alerts.

Train staff in updated documentation standards.

Deliverables

**SECTIONS:**

Case-planning system fully implemented.  
 AP MIS enhancements launched and tested.  
 Updated visual materials produced with color printers.

**Anticipated Impact**

Faster violation response and higher accuracy in documentation.  
 Improved communication with courts and partner agencies.  
 Higher case-plan completion and fidelity ratings.

**PROJECT 4****Workforce Development, Leadership, SOU Training & Staff Support****Scope (selected line items & terms):**

SOU Training – Maratsa (9 officers @ 1,014) — \$9,126.00 (24 mo)  
 Leadership Training — \$38,289.00 (12 mo)  
 QPR Trainer Certifications – 3 @ 628.90 — \$1,887.00 (24 mo)  
 PPCT Instructor Lodging – Quote P-2026 — \$2,146.12 (12 mo)  
 Chair Replacements – Benjamin Roberts (16299) — \$29,655.34 (12 mo)  
 Treatment Court Training – PATCP (9 @ 1,005.22) — \$9,047.00 (24 mo)  
 All Rise Treatment Court Conferences – 5 staff — \$10,919.00 (24 mo)

**Goals**

Build strong workforce capacity through specialized training.  
 Strengthening SOU's expertise in supervising individuals with sexual-offense convictions.  
 Improve leadership, staff wellness, and retention.

**Objectives**

Deliver SOU training to 9 officers to improve risk monitoring and compliance supervision.  
 Certify QPR trainers to expand suicide-prevention capacity.  
 Provide leadership CEUs to supervisors.  
 Replace worn seating and support ergonomic safety.  
 Expand Treatment Court competencies through training and conferences.

**Deliverables**

SOU training certificates; updated SOU policies.  
 QPR trainer certifications active.  
 Leadership training completion records.  
 Chairs installed; ergonomic risk mitigated.  
 Treatment Court training and conference CEUs documented.

**Anticipated Impact**

Improved SOU supervision outcomes and community safety.  
 Increased staff confidence and reduced burnout.  
 Lower ergonomic injury claims.

**SECTIONS:**

Higher Treatment Court fidelity and participant success.

PROJECT 5

Participant Engagement & Barrier Reduction

Scope (selected line items & terms):

Uber cards (80 @ \$20) — \$1,600.00 (12 mo)

Bus passes (300 @ \$13.50) — \$4,050.00 (12 mo)

Employee/Client Engagement Items (badge holders, lanyards, stress relievers, notebooks, lip balm) — \$2,956.98 total (12,24,36 mo)

Goals

Reduce transportation barriers affecting compliance.

Reinforce pro-social behavior through incentives.

Improve staff identification and field presence.

Objectives

Provide transportation support for individuals struggling to attend required appointments.

Maintain incentive protocols aligned with NADCP guidelines.

Deploy lanyards, badge holders, polo for professional presence.

Deliverables

Voucher/pass logs are integrated into case management.

Incentive item distribution tracked.

Staff items deployed for identification.

Anticipated Impact

Reduced missed appointments and technical violations.

Increased program compliance and engagement.

Improved accessibility for low-income populations.

PROJECT 6

Administrative & Operational Capacity Enhancements

Scope (selected line items & terms):

Career Fair Materials – 4Imprint (20260417) — \$2,962.60 (12 mo)

Clothing Reimbursement for Supervisors — \$10,000.00 (12 mo); \$10,000.00 (24 mo); \$10,000.00 (36 mo)

Goals

Strengthen recruitment and staffing stability.

Support professional representation in court and field settings.

Objectives

**SECTIONS:**

Conduct career fairs and outreach efforts to recruit qualified staff.  
Sustain clothing reimbursement to maintain field safety and professionalism.

Deliverables

Recruitment materials acquired; outreach completed.  
Clothing reimbursements issued and documented.

Anticipated Impact

Larger, more qualified applicant pool.  
Improved retention and job satisfaction.  
Consistent professional appearance across the department.

3. Discuss who will perform the work and what actions are proposed for each major component of the proposed project(s). Identify plans for subcontracting any part of the proposed activities, including the role(s) to be performed by each subcontractor/subgrantee (if applicable). If the county is seeking to implement multiple projects, please provide this information for each project individually.

PROJECT 1

Officer Safety & Field Operations Enhancement

Who Will Perform the Work

Adult Probation & Parole Staff:

Field Operations Supervisor, Training Unit, and certified PPCT instructors will implement equipment deployment, training rollouts, and safety procedures.

County IT & Fleet/Equipment Managers:

Assist with radio programming, hardware inventory, and equipment tracking.

Actions to Be Performed

Deploy 4 field radios and update communication protocols.  
Issue Glock accessories; ensure safe weapon handling policies are updated.  
Implement Axon Taser 10th Gen upgrades and schedule officer certifications.  
Distribute PPCT manuals and support instructor led defensive tactics refreshers.  
Catalog and issue defensive tactics equipment.

Subcontractors / Vendors

B. Moyer Communications: Radio provision and programming support.  
Witmer: Supply Glock holsters/accessories.  
Axon: Provide TASER hardware, licensing, and device support.  
PPCT Staff Instructor (vendor): Provide materials for instructor certifications.  
Various DT vendors: Supply defensive tactics equipment.

Planned Role of Subcontractors

Vendors provide equipment, specialized supplies, and technical support. All training delivery, safety protocols, and implementation are performed in house.

PROJECT 2

Facility Safety & Security Reinforcement

**SECTIONS:**

Who Will Perform the Work

Facilities Management Department (County) will coordinate installation and oversee access control system integration.  
Adult Probation Administration will update facility policies and supervise implementation.

Actions to Be Performed

Install ballistic glass windows and impact protection adhesive.  
Install magnetic locks and card readers at designated entry points.  
Implement Lobar led facility upgrades (structural security enhancements).  
Conduct access control testing, audit log setup, and staff training.

Subcontractors / Vendors

Johnson Controls: Install magnetic locks and electronic card readers.  
Lobar, Inc.: Perform major building security enhancements.

Planned Role of Subcontractors

Vendor partners provide installation labor, hardware, and technical configuration.  
County staff provide oversight, testing, policy updates, and ongoing maintenance.

PROJECT 3

Case Planning & Technology Modernization

Who Will Perform the Work

Adult Probation MIS/Data Staff:

Manage case management enhancements, dashboards, user permissions, and testing.

Supervisors & Quality Assurance Team:

Perform case plan audits and staff training.

Actions to Be Performed

Implement Case Planning Management system.  
Deploy GovAI AP Case Management Enhancement (training tracker and workflow improvements).  
Train staff in updated processes, documentation, and audit standards.  
Use upgraded printing capacity for visual case plans and reports.

Subcontractors / Vendors

GovAI Software Solutions: Provide software enhancement, installation support, and configuration.

SCW: Provide hardware (color printer).

Case Planning vendor: Provide the case-planning module/software.

Planned Role of Subcontractors

Vendors provide software, configuration, and technical assistance while County AP staff lead training, implementation, and daily operation.

PROJECT 4

Workforce Development, Leadership, SOU Training & Staff Support

**SECTIONS:**

Who Will Perform the Work

Adult Probation Training Unit & Administrative Services:

Manage all professional development, certification tracking, and scheduling.

Supervisors, Division Director & Deputy Director:

Oversee leadership development and QPR implementation.

SOU (Sexual Offender Unit) Supervisors:

Lead follow up training after all officers completes training.

Actions to Be Performed

Deliver SOU Training to 9 officers (sex offender specific supervision, risk assessment, compliance monitoring).

Provide QPR Trainer Certification to 3 staff members and integrate suicide risk procedures.

Deliver supervisor leadership training (in person/virtual).

Replace non ergonomic chairs for staff wellness.

Provide lodging for PPCT instructor certifications.

Train Treatment Court team through PATCP and All Rise conferences.

Subcontractors / Vendors

Maratsa: Delivers Sexual Offender Unit (SOU) training.

QPR Institute: Provides training courses.

PPCT Staff Instructor: Provides instructor course materials and lodging invoices.

PATCP & All Rise: Provide Treatment Court training and conferences.

Benjamin Roberts: Provides chair replacements.

Leadership Training Vendor: Provides management training curriculum.

Planned Role of Subcontractors

Vendors provide specialized training, conference instruction, and ergonomic equipment.

County staff use vendor instruction to perform ongoing internal training, policy updates, and performance improvements.

PROJECT 5

Participant Engagement & Barrier Reduction

Who Will Perform the Work

Case Managers, Probation Officers, and Treatment Court Staff will oversee transportation assistance, incentive distribution, documentation, and monitoring.

Business Manager & Admin Team:

Maintain procurement tracking and distribution policies.

Actions to Be Performed

Distribute Uber cards and bus passes to participants with documented transportation barriers.

Issue incentive items (notebooks, lanyards, stress relievers) per incentive policies.

Maintain inventory logs and report monthly usage.

Deploy polo and staff identification materials for field and community engagement.

Subcontractors / Vendors

4Imprint: Provides incentive items and staff ID supplies.

**SECTIONS:**

Local Transit & Uber (via procurement): Serve as transportation vendors.

Planned Role of Subcontractors

Vendors supply materials and transportation tools, while all service delivery, approval, and monitoring remain with County staff.

PROJECT 6

Administrative & Operational Capacity Enhancements

Who Will Perform the Work

Deputy of Administrative Services, Business Manager and Supervisors:

Manage recruitment efforts, clothing reimbursement processing, and staffing support.

Adult Probation Leadership:

Participate in outreach and recruitment events.

Actions to Be Performed

Conduct career fairs using purchased marketing materials.

Process clothing reimbursements for 20 supervisors.

Track recruitment metrics including vacancy rate and applicant volume.

Support professional appearance for field/court facing roles.

Subcontractors / Vendors

4Imprint: Provides recruitment materials.

Professional (Payroll): Clothing reimbursement funding mechanism.

Planned Role of Subcontractors

Vendor roles are product based only; all recruitment and outreach activities are performed by County personnel.

4. Explain how personnel, services, supplies, equipment, and other expenses listed in the Budget Detail section are integral to project implementation. Consistent with the responses above, please provide this information for each project individually.

Project 1

Officer Safety & Field Operations Enhancement

Personnel (County staff):

Training Unit & Field Operations Supervisors integrate radios, TASERs, PPCT curricula, and safe weapon handling into daily practice. Certified instructors deliver bi-yearly refreshers and evaluate competency.

County IT/Fleet/Equipment staff configure radios, track inventories, and maintain equipment readiness.

Services (external):

Axon (TASER 10th Gen) provides device upgrades, licensing, and data logging support critical for use of force accountability.

B. Moyer programs radio and ensures reliable, interoperable communication.

PPCT vendor supplies certification materials and standards for safe, lawful physical control.

Supplies:

PPCT Human Factor Instructor & Student Manuals (25 @ \$53.02; 11 @ \$73.02) ensure consistent, defensible instruction aligned to national control tactics standards.

**SECTIONS:**

Defensive Tactics (DT) equipment (pads, protective gear) enables safe practice to reduce injuries during training.

**Equipment:**

4 Field Radios — real time communication for home visits and arrests, reducing response times and incident escalation.

Glock accessories — retention holsters, lights, & compliant gear standardize safe handling.

TASER 10th Gen - less lethal option associated with lower injury rates compared to hands on or lethal force.

**Other Expenses:**

Certification fees and inventory tracking support implementation fidelity and liability mitigation.

**Integration to Implementation:**

These items are the bedrock of safe field operations. Radios enable immediate coordination; TASERs provide a middle force option; PPCT manuals and DT supplies ensure consistent, lawful training; Glock accessories standardize policies. Together, they reduce injury rates, improve response times, and increase defensibility of force incidents essential for officer and public safety.

**References:**

NIJ (less lethal tech & officer safety): <https://nij.ojp.gov>

PERF (tactical decision making): <https://www.policeforum.org>

APPA (officer safety & field operations standards): <https://www.appa-net.org>

**Project 2****Facility Safety & Security Reinforcement****Personnel (County staff):**

Facilities Management oversees installation, acceptance testing, and ongoing maintenance.

Adult Probation Administration updates access policies, trains staff and manages audits.

**Services (external):**

Ballistic Window installs & impact protection to delay forced entry.

Johnson Controls installs magnetic locks & card readers and configures audit logging.

Lobar executes structural security enhancements and coordinates construction.

**Supplies:**

Security consumables (adhesives, mounting) and access badges ensure operability and compliance.

**Equipment:**

Electronic access control hardware (locks, readers, controllers) and security film harden entry points.

Audit logging software enables compliance monitoring and incident reconstruction.

**Other Expenses:**

Installation labor, testing/commissioning, and policy documentation are essential for operational readiness.

**Integration to Implementation:**

Physical security upgrades are critical to safe facility operations. Security film adds 2–3 minutes of delay to forced entry, magnetic locks and card readers provide controlled access and audit trails. Together, they reduce unauthorized entry, speed emergency response, and protect staff and the public.

## SECTIONS:

### References:

DOJ (justice facility security guidance): <https://www.justice.gov>

NIJ (building security practices): <https://nij.ojp.gov>

### Project 3

#### Case Planning & Technology Modernization

##### Personnel (County staff):

MIS/Data Team configures the AP enhancement (Training Tracker), dashboards, alerts, and permissioning.

Supervisors & QA conduct documentation audits and coach staff on RNR aligned case plans.

##### Services (external):

GovAI Software Solutions delivers the AP case management enhancement and assists with configuration and training.

Case Planning vendor provides the case planning module aligned to RNR principles.

##### Supplies:

Updated templates and visual materials support clarity for officers, courts, and participants.

##### Equipment:

Color printer (SCW) produces readable case plans, dashboards, and reports for improved stakeholder comprehension.

##### Other Expenses:

Licenses/configuration, staff training, and audit process setup ensure fidelity to EBP.

##### Integration to Implementation:

This modernization ensures accurate, timely data necessary for EBP: risk needs alignment, alerts for violations, and audit ready documentation. Printing and visual tools improve communication with courts and providers. The net result is higher case plan completion, faster violation response, and better outcomes.

### References:

CSG Justice Center (data driven supervision & EBP): <https://csgjusticecenter.org>

APPA (technology in community corrections): <https://www.appa-net.org>

Andrews & Bonta (RNR/EBP): Routledge overview <https://www.routledge.com>

### Project 4

#### Workforce Development, Leadership, SOU Training, & Staff Support

##### Personnel (County staff):

Training Unit & HR manage certifications, CEUs, calendars, and tracking; SOU supervisors embed practices into supervision.

Deputy Director & Supervisors lead leadership development and QPR integration.

##### Services (external):

**SECTIONS:**

Maratsa delivers SOU training for sex offense specific supervision (risk tools, compliance monitoring, exclusion zones).

QPR Institute certifies 3 trainers, enabling recurring in house suicide prevention education.

Leadership Training vendor provides structured curriculum.

PATCP & All Rise delivers Treatment Court training & conferences.

PPCT vendor supports instructor lodging logistics.

**Supplies:**

Training materials, CEU documentation, and policies/SOPs to standardize practices.

**Equipment:**

Ergonomic chair replacements (Benjamin Roberts) reduce musculoskeletal injuries and improve staff well being.

**Other Expenses:**

Instructor lodging ensures access to certification courses and expands in house training capacity.

**Integration to Implementation:**

The workforce package is essential to sustain capacity and program fidelity. SOU training professionalizes supervision of sexual offenders; QPR builds suicide prevention readiness; leadership development stabilizes teams; ergonomic chairs reduce injury and downtime; Treatment Court training/conferences protect fidelity to NADCP standards. Together, these investments increase competency, reduce turnover, and improve participant outcomes.

**References:**

SMART Office (DOJ) & APPA (sex offender supervision practices): <https://smart.ojp.gov> • <https://www.appa-net.org>

NADCP/All Rise (Treatment Court standards): <https://www.nadcp.org>

SAMHSA/CDC (suicide prevention in justice settings): <https://www.samhsa.gov> • <https://www.cdc.gov>

OSHA/NIOSH (ergonomics & MSD prevention): <https://www.osha.gov> • <https://www.cdc.gov/niosh>

CSG (workforce development/recruitment): <https://csgjusticecenter.org>

**Project 5****Participant Engagement & Barrier Reduction****Personnel (County staff):**

Case Managers & Treatment Court staff assess transportation needs, issue support, and document usage.

Admin/Deputy Director ensure procurement controls and monthly reporting.

**Services (external):**

Local transit & Uber provide transportation access for individuals with barriers.

4Imprint supplies engagement and identification items to support attendance and professional presence.

**Supplies:**

Uber cards, bus passes, Polos, lanyards, badge holders, notebooks, stress relievers, lip balm used to reduce practical barriers and reinforce prosocial behavior consistent with NADCP incentives framework.

**Equipment:**

None beyond standard office storage/control of items.

**SECTIONS:**

Other Expenses:

Distribution tracking and policy adherence embedded in case management system.

Integration to Implementation:

Transportation supports and low cost incentives directly reduce missed appointments and technical violations. Staff identification materials support professional engagement in public facing settings. This bundle improves compliance, equity, and program adherence—key to successful supervision and Treatment Court participation.

References:

Urban Institute & Vera Institute (barriers & transportation supports): <https://www.urban.org> • <https://www.vera.org>

NADCP/All Rise (incentives/sanctions & fidelity): <https://www.nadcp.org>

Project 6

Administrative & Operational Capacity Enhancements

Personnel (County staff):

HR & Administration manage recruitment events, process clothing reimbursements, and monitor staffing metrics.

Services (external):

4Imprint provides career fair materials for outreach.

Payroll (Professional) processes clothing reimbursement for 20 supervisors.

Supplies:

Marketing materials (banners, handouts) and apparel reimbursements ensure professional presence and reduce out of pocket burdens.

Equipment:

None beyond materials distribution/storage.

Other Expenses:

Recruitment event costs, processing, and tracking aligned with HR protocols.

Integration to Implementation:

Recruitment materials expand applicant pipelines in a tight workforce market; clothing reimbursement supports professional safety/appearance and retention. These operational supports are integral to maintain staffing levels, morale, and service quality, which underpins success in all other projects.

References:

CSG Justice Center (workforce shortages & recruitment): <https://csgjusticecenter.org>

APPA (professional standards): <https://www.appa-net.org>

**SECTIONS:****5. Describe what Evidence Based Practice (EBP) initiatives will be supported with grant funds.**

The grant will support evidence-based practice initiatives across officer safety and field operations (modern radios, standardized Glock accessories, TASER 10th Gen, and PPCT training to enable graduated, proportional responses and defensible tactics consistent with APPA/NIJ guidance), facility security (Ballistic glass window and electronic locks/card readers to create predictable, trauma-informed, audit-ready environments that support engagement per DOJ/NIJ best practices), case-planning and technology (RNR-aligned case-planning tools and AP case-management enhancements with alerts and dashboards to strengthen data-driven supervision and swift, certain, fair responses as supported by Andrews & Bonta and CSG/APPA), workforce development and Sexual Offender Unit training (specialized SOU instruction, QPR gatekeeper certifications, leadership training, and Treatment Court training/conferences to sustain fidelity to best practices endorsed by SMART Office/APPA, SAMHSA/CDC, and NADCP/All Rise), participant engagement and barrier reduction (transportation supports and low-cost incentives to address responsivity barriers and reinforce prosocial behavior consistent with Urban/Vera and NADCP guidance), and administrative capacity (recruitment materials and clothing reimbursement to stabilize staffing, a prerequisite for consistent EBP implementation per CSG/APPA). Together, these investments operate EBPs to improve safety, reduce recidivism, and increase program adherence.

**6. Provide one overall timeline, including all major activities, for all proposed projects the county is seeking to implement. If the department is seeking to implement multiple projects, please integrate the timelines for each project into a comprehensive timeline reflecting all activities for this grant proposal.****Officer Safety & Field Operations**

Procure & deploy radios takes place in roughly Year 1, Q2 through Q3, indicating a short-term acquisition and rollout period.

Glock accessories issuance is also completed during Year 1, Q2 through Q3, overlapping with radio deployment.

PPCT manuals distribution runs from about Year 1, Q2 through Q4, indicating a longer rollout period to staff.

Axon TASER training begins later—around Year 1, Q3—and continues into Year 1, Q4, showing that TASER implementation follows after foundational equipment distribution.

**Facility Safety & Security**

Install security window film starts in Year 1, Q2 and finishes around Year 2, Q1.

Install magnetic locks & card readers begins in Year 1, Q3 and continues through Year 1, Q4, then briefly extends into Year 2, Q1.

Lobar security enhancements occur later, beginning in Year 1, Q4, then continuing through Year 2, Q1 and Q2, suggesting multi-phase construction or building modifications.

**Case-Planning & Technology**

Implement case-planning workflows begins in Year 1, Q3 and continues into Year 2, Q1, indicating staff training and phased rollout.

Deploy AP case-management enhancement begins later, in Year 1, Q4, and extends through Year 2, Q1, reflecting the technical deployment process.

Install color printer occurs during Year 1, Q3, showing this is a simple, one-time purchase tied to the broader tech upgrades.

**Participant Engagement & Barriers**

Distribute transportation vouchers begins in Year 1, Q3 and then continues uninterrupted through Year 2 into Year 3, suggesting an ongoing support program for participants.

**Administrative Capacity**

Hold career fairs starts in Year 1, Q4, continues into Year 2, Q1, and then appears again in Year 2, Q3, showing that recruitment activities occur at multiple points, likely aligned with hiring cycles.

**Overall timeline and phased rollout:**

Year 1 focuses heavily on safety equipment, facility upgrades, and the beginning of case-planning improvements.

Year 2 emphasizes technology deployment, ongoing construction, and continuous participant supports.

Year 3 includes continued barrier-reduction activities, showing sustained programmatic support.

**GRANT:** 49703

**Short Title:** APPS Justice Reinvestment Initiative Grant

**SECTIONS:**

**SECTIONS:****D. Non-Supplantation of Funds JRI-2**

These funds must be used to improve or enhance the adult probation and parole department's current services and/or implement new program(s). Per Act 114 of 2019, JRI-2 funds shall be used to supplement and not supplant existing funding, including funding by county governments. Funds may not be used to support existing staff (i.e., salary and benefits currently covered by other funding sources) but may be used to supplement existing staff (i.e., raises for staff) or hire new staff. **Please contact the County Adult Probation and Parole Analyst assigned to the department if you have questions about supplantation.**

- **Supplanting** occurs when an entity reduces funding budgeted for an activity because grant funds are available to fund that same activity. Requesting funding for activities, personnel, and/or items currently included in the entity's annual budget, including salaries for existing positions, would be considered supplantation.
- **Supplementing** occurs when grant funds are used to enhance existing funds for program activities. Examples of supplementing may include items/personnel that are currently funded but not included or re-occurring in the entity's budget (e.g., funded with other grant funds that are ending, etc.), hiring new staff, increasing hours of part-time personnel above and beyond current budgeted/authorized levels, increasing salaries/compensation for existing full-time staff, and increasing program activity/capacity.

**1.**

Please explain in this section which entities are providing the current funding for project components and how the requested funds will be used to supplement these funds, instead of supplanting them. If funding is ending, please explain when and why.

*This information should be provided in response to this question in addition to any justification provided in the budget section.*

Lancaster County Adult Probation & Parole Services (APPS) affirms that the requested grant will not supplant existing, budgeted local or state funds. Core salaries/benefits and routine operations will continue to be paid from County General Fund and established departmental operating budgets (e.g. Operations Expenditures, Payroll). Grant dollars will be restricted to enhancements, one-time capital purchases, increase of specialized training and trainers, and EBP implementation supports that are not funded by current budgets.

Controls to be used to ensure compliance will be:

Dedicated grant cost center program/account codes (e.g., B1120 / Fund A / Spend Categories)

Quarterly reconciliation of local vs. grant expenditures

Inventory & documentation (POs, quotes, receiving reports, training rosters) maintained with grant coding

Procurement per county policy (including sole-source documentation for Axon TASER upgrades)

Local funds will continue to pay for core operations (staffing, routine training, base licenses, maintenance). Grant dollars will be restricted to enhancements, upgrades, specialized training, and EBP supports not funded today. Where temporary funding has been concluded or will conclude, this grant supplements by sustaining EBP elements beyond the temporary window, not replacing any recurring local budget lines. Compliance is ensured via grant cost center coding, pre-purchase certification, quarterly reconciliation, and complete documentation of procurements and deliverables.

**SECTIONS:****E. Measurement of Project Outcomes JRI-2**

This section describes how the outcomes of the proposed project will be measured (i.e., short-term and long-term outcomes, data collection, and analysis etc.). Applicants must develop performance measures, as part of their application, that are specifically related to the proposed approaches outlined in the application. Grant recipients will be required to report outcome data to PCCD on the deliverables described in the application via quarterly program reports in PCCD's Egrants system.

**1. List the measures that will be used to assess the implementation and impact of the project.**

## Data Systems &amp; Sources

- AP Case Management (CMS): case plans, violation responses, attendance, vouchers, incentives
- Access Control System: badge compliance, unauthorized entry, audit logs
- Facilities/Inspection Logs: security film integrity, locks/readers testing
- Training & Rosters: PPCT, QPR, SOU, leadership, Treatment Court
- Use of Force & Incident Reports: injury rates, TASER deployments, radio assisted response times
- HRIS / Finance: recruitment metrics, turnover, clothing reimbursement records
- Treatment Court MIS: graduation/retention, sanctions/incentives usage
- Quarterly Dashboards: consolidated KPIs for leadership and funders

**2. Describe the mechanism or tool(s) that will be used to collect data for purposes of evaluating program outcomes (ex. participation records, court records, case management reports, etc.).**

Data will be collected through a combination of automated digital systems, vendor supported platforms, and supervision validated manual logs to ensure accurate, consistent, and timely evaluation. These tools collectively capture implementation fidelity, EBP adherence, participant outcomes, safety/security improvements, workforce development, and organizational performance, ensuring that the county can comprehensively assess the impact of all grants funded initiatives.

**3. Discuss who is responsible for collecting and reporting on performance measures and provide their function within the department or county.**

Administrative Services, Trainers and Business Manager

**SECTIONS:****F. Required Attachments (JRI-2)**

Applications must include the following:

- Any department, county, or Criminal Justice Advisory Board (CJAB) documents identifying or discussing projects or need for new positions or other improvements/enhancements related to the request for funds (ex. strategic plans, approved minutes, annual report, etc.)

Applicants may also include any attachments, in addition to the above, which support the department's request for funds.

REQUIRED ATTACHMENTS (JRI-2) related attachments:

**File Name:**

☞ Carey Group - Effective Case Planning and Management .docx  
 ☞ Q-839231-46132GHLancaster4-20-26.pdf  
 ☞ Axon Sole Source.pdf  
 ☞ 4.24.2026 Lancaster Adult Probation Training Tracker Proposal - Copy.pdf  
 ☞ 2026 MARATSA Conferenc Flier\_Part1.pdf  
 ☞ 2026 PATCP Conference Hotel Information.pdf  
 ☞ 145223.00 - Lancaster Co Adult Probation Security Upgrades-REV1.pdf  
 ☞ 165491 Color printer-AP- SCW-Quote 1907032.pdf  
 ☞ County of Lancaster Proposal\_16299.pdf  
 ☞ Culture Academy Preview Flyer April 2026.pdf  
 ☞ Proposal ACJI Culture Academy - May 2026.pdf  
 ☞ Estimate\_1269\_from\_PPCT\_MANAGEMENT\_SYSTEMS\_INC.pdf  
 ☞ Instructor Gatekeeper SS application24.pdf  
 ☞ Individual Registration Form 2026 June 9.docx  
 ☞ LANCASTER COUNTY ADULT PROBATION DEPARTMENT.docx  
 ☞ Quote - 13541 - Lancaster County Adult Probation.pdf  
 ☞ Quote\_QUO309917\_1775074275519.pdf  
 ☞ RISE26-Justification-Toolkit.pdf  
 ☞ Your 4imprint Quote.pdf  
 ☞ Your 4imprint.com - Employee Appreciation.pdf

**File Description:**

Carey Group Quote  
 Axon Quote  
 Axon Sole Source  
 GovAI Proposal  
 2027 Maratsa Estimate  
 2027 PATCP Estimate  
 Gordian - Lobar and JC Proposal  
 Color Printer Quote  
 Benjamin Roberts Proposal  
 Culture Academy Content  
 Culture Academy Proposal  
 PPCT DT Manuals Quote  
 QPR COURSE CONTENT AND MATERIALS  
 QPR Estimate  
 PPCT Training Proposal 2026-2027  
 Tait Radios Proposal  
 Witmer Quote - Equipment  
 Rise 27 Estimate - Conference Treatment Courts  
 Career Fair Materials  
 Employee Appreciation - Parole Officer Week

**SECTIONS:****G. PCCD Standard Terms and Conditions 7/22/2024**

1.

**Commonwealth Standard Terms and Conditions**

Paragraphs 1 – 11 of the “Commonwealth Standard Terms and Conditions” and paragraphs 15 – 17 of the “Additional PCCD Terms for all Projects,” are not applicable to Commonwealth Agencies (including institutions of the Pennsylvania State System of Higher Education).

Paragraphs 1 – 11 of the “Commonwealth Standard Terms and Conditions” are not applicable to the four State-Related Universities (Pennsylvania State University, University of Pittsburgh, Temple University, and Lincoln University) and are replaced with paragraphs 1 - 11 within the document attached to this section titled "Standard Terms and Conditions for State-Related Universities."

## 1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

## 2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

## 3. NONDISCRIMINATION/SEXUAL HARASSMENT

a. Representations. The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. Nondiscrimination/Sexual Harassment Obligations. The Grantee shall not:

i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, 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.

ii. 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.

iii. 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 this agreement or any subgrant agreement, contract, or subcontract.

iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

v. 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 the Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.

**SECTIONS:**

c. Establishment of Grantee Policy. The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

d. Notification of Violations. The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

e. Cancellation or Termination of Agreement. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

f. Subgrant Agreements, Contracts, and Subcontracts. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

**4. GRANTEE INTEGRITY**

a. Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:

i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.

iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

v. "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, as may be amended, 4 Pa. Code §7.153(b), apply.

vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

**b. Representations and Warranties.**

i. Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:

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;

**SECTIONS:**

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 are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. Grantee Explanation. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- iii. Further Representations. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- iv. Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. Grantee Responsibilities. During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.
  - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
  - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
  - iv. not accept, agree to give, offer, confer, 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, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
  - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
  - vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
  - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
  - viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee 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 the ethical standards.

**SECTIONS:**

d. Investigations. If a State Inspector General investigation is initiated, the Grantee shall:

i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

ii. 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 Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

iii. upon the inquiry or request of an Inspector General, 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 Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

e. Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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.

f. Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

**5. CONTRACTOR RESPONSIBILITY**

a. Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

b. Contractor Representations.

i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.

ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.

c. Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

**SECTIONS:**

- d. Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

**6. AMERICANS WITH DISABILITIES ACT**

- a. No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. Compliance. For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. Indemnification. The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

**7. APPLICABLE LAW AND FORUM**

This agreement is governed by and must be 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 Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

**8. RIGHT TO KNOW LAW**

- a. Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. Grantee Assistance. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
- i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
  - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. Trade Secret or Confidential Proprietary Information. If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt

**SECTIONS:**

of written notice of the Commonwealth's determination.

d. Reimbursement

i. Commonwealth Reimbursement. If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

ii. Grantor Reimbursement. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of 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.

e. Challenges of Commonwealth Release. The Grantee 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 Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

f. Waiver. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

g. Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

a. Payment Method. The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following: <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

b. Unique Identifier. The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.

c. ACH Information in the Commonwealth's Master Database. The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;

**SECTIONS:**

- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

**ADDITIONAL PCCD TERMS FOR ALL PROJECTS**

1. Grant Project - Grantee is requesting that the Pennsylvania Commission on Crime and Delinquency ("PCCD") provide a specific grant of funds for Grantee to perform a project as described in this application (the "Grant Project").
2. Status of Grantee - Except for an Grantee that is a Commonwealth agency, Grantee, its officers, agents and employees act in an independent capacity with respect to the Grant Project and are not to be deemed to be officers, agents or employees of the Commonwealth or PCCD.
3. Grant Agreement - An application that is executed by all required Commonwealth of Pennsylvania ("Commonwealth") officials and to which Grantee signifies its agreement as set forth below constitutes the agreement governing the Grant Project (the "Grant Agreement"). PCCD may modify the content of the application following the Grantee's initial application, but prior to disbursement of funds, to reflect programmatic or fiscal concerns, or both. Grantee will signify its agreement to the final version of the application when it does one or both of the following: (1) accepts all or part of the funds it requested in connection with the Grant Project; or (2) fails to give notice of objection to PCCD within 10 business days after PCCD delivers to Grantee a final version of the application.
4. Entire Agreement - No modifications, alterations, changes, or waivers to the Grant Agreement or any of its terms will be valid or binding unless accomplished by an amendment executed in accordance with PCCD procedures.
5. Applicant's Manual - The Grant Agreement incorporates PCCD's "Applicant's Manual-Financial and Administrative Guide for Grants" (the "PCCD Applicant's Manual") by reference. To the extent these Standard Terms and Conditions are inconsistent with any portion of the PCCD Applicant's Manual, these Standard Terms and Conditions govern.
6. Project Expenditures/Duration of Grant Project - PCCD may not disburse Grant Project funds to Grantee until all required Commonwealth officials have executed the application. PCCD will not reimburse costs incurred prior to a starting date specified in the Grant Agreement (the "Effective Date"). Substantial program implementation is required within 60 days of the Effective Date. Obligations outstanding at the termination date must be liquidated within 60 days. Any funds remaining unexpended at the close of the 60-day period must be returned to PCCD. Grantee's obligations to PCCD under the Grant Agreement survive despite termination of the Grant Project.
7. Utilization of Funds - Grantee may expend Grant Project funds only for goods and services covering activities in the approved application, Grantee may only expend funds within the Grant Project period. Grantee shall obtain prior approval from PCCD for project changes between budget categories which exceed 10% of total project cost (total project cost is the sum of PCCD funds, project income and Grantee's match funds) and for a change(s) to purchase additional items or other items that were not included in the approved project budget.
8. Project Income - Grantee shall account for all project income earned or realized by the Grantee through the use of grant funds or as a result of conducting the Grant Project. Such project income must be used to reduce total project costs or, with prior approval of PCCD, may be used to expand the project.
9. Subcontracts - Any subcontract, pass-through agreement or similar agreement entered into by Grantee for execution of project activities or provision of services to a Grant Project must provide that Grantee shall retain ultimate responsibility for the Grant Project and that the subcontractor shall be bound by these Standard Terms and Conditions and any other requirements applicable to Grantee in the conduct of the project. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, Grantee shall ensure that these Standard Terms and Conditions and, where applicable,

**SECTIONS:**

special grant conditions apply to all recipients of grant funds. Upon request by PCCD, Grantee shall provide PCCD with a copy of any document relating to a subcontract or similar agreement.

10. Monitoring and Evaluation - PCCD, in its sole discretion, may undertake a programmatic monitoring of the Grant Project. Grantee shall cooperate with any monitoring and provide any documents or information requested by PCCD. PCCD may require an external evaluation of this project, such evaluation to be funded from the project budget. PCCD reserves the right to approve the selection of the individual or organization to conduct such evaluation.

11. Confidentiality Privilege - If any funds under this Grant Agreement are used to employ the services of a sexual assault counselor as defined by 42 Pa.C.S. § 5945.1, Grantee shall ensure that the counselor: has undergone a minimum of 40 hours of training; provides services under the control of a direct services supervisor of a rape crisis center; and is employed with the primary purpose to render advice, counseling or assistance to victims of sexual assault, as defined in the statute. This requirement is necessary to sustain the confidentiality of information transmitted between the victim and a sexual assault counselor, as provided by 42 Pa.C.S. § 5945.1.

If any funds under this Grant Agreement are used to employ the services of a domestic violence counselor/advocate as defined by 23 Pa.C.S. § 6102, Grantee shall ensure that the counselor/advocate is engaged in a domestic violence program, the primary purpose of which is the rendering of counseling or assistance to victims of domestic violence, and has undergone a minimum of 40 hours of training as defined in 23 Pa.C.S. § 6102. This requirement is necessary to sustain the confidentiality of information transmitted between the victim and a domestic violence counselor/advocate, as provided by law.

12. Reports - Grantee shall submit, at such time and in such form as may be prescribed truthful and accurate information that PCCD may require.

13. Fiscal Regulations - The fiscal administration of grants is subject to such rules, regulations and policies concerning accounting, records, payment of funds, allowance of costs and submission of financial reports as may be prescribed by PCCD or any other governmental entity. Grantee understands that it is required to file an annual information statement (IRS Form 1099) with the Internal Revenue Service for each contracted consultant or other supplier of personal services (other than employees subject to tax withholding) receiving payments under this Grant Project. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be established that are adequate to ensure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that the charges are accurate.

14. Purchases - Grantee shall obtain all supplies, equipment and services for use in the Grant Project at the lowest practicable cost. Grantee shall comply with procurement standards as set forth in the PCCD Applicant's Manual or as otherwise prescribed by PCCD.

15. Intellectual Property (not applicable for Commonwealth agencies including PA State System of Higher Education institutions):

a. If Grantee produces or purchases patentable items, processes, inventions, or similar matter, patent rights, or copyrightable works relating to the Grant Project, Grantee shall promptly and fully inform PCCD of that fact.

b. Unless there is a prior agreement between Grantee and PCCD on disposition of intellectual property rights, PCCD shall determine whether protection for such rights shall be sought. PCCD shall also determine how rights (including rights under any copyrights, patents, or trademarks issued thereon) shall be allocated and administered in order to protect the public interest.

c. Upon completion or termination of the Grant Project, Grantee shall, upon request, give PCCD all papers, files, and other documents or material related to intellectual property interests created through the Grant Project.

d. In the event of alleged or actual infringement of another's intellectual property rights by Grantee or a designee/subcontractor engaged in grant-related activities:

i. Grantee shall defend and indemnify PCCD and the Commonwealth.

ii. The Commonwealth may choose to defend itself or otherwise participate in such litigation, at Grantee's expense.

**SECTIONS:**

iii. Grantee shall compensate the Commonwealth for related infringements on right holder's products.

16. Required Coverages - Grantee shall maintain insurance coverage(s) as required by law.

17. Title to Grant-Funded Property (not applicable for Commonwealth agencies including PA State System of Higher Education institutions):

a. Title to Personal Property - Title to non-expendable personal property acquired in whole or in part with grant funds shall vest in the Grantee. Grantee shall have possession and use of such property so long as it is being used for purposes of the Grant Project by Grantee.

b. Title to Real Property - Title to real estate acquired in whole or in part with grant funds shall vest in Grantee, and the deed shall designate PCCD as first lien holder.

18. Inspection and Audit - PCCD, in its sole discretion, may undertake an inspection or audit, or both, of the financial records of the Grantee relating to the Grant Project. The Grantee shall provide PCCD with full and complete access to all records relating to the performance of the Grant Project and to all persons who were involved in the Grant Project. PCCD may also require, as a condition of award, that an independent financial audit be completed.

19. Record Retention - Regardless of any other applicable requirement, Grantee shall retain all records pertinent to the Grant Agreement, including financial, statistical, property and participant, and supporting documentation for a period of at least three (3) years from the date of submission of the final fiscal report or three (3) years after completion of the audit, whichever is later. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.

20. Termination:

a. PCCD may terminate the Grant Agreement for its convenience if PCCD determines termination to be in its best interest. The Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event is the Grantee be entitled to recover lost profits.

b. PCCD's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year is subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, PCCD may terminate the Grant Agreement.

c. PCCD may, upon written notice to Grantee, to terminate the Grant Agreement prior to the expiration of the Grant Project period, or to suspend payments, on account of Grantee's failure to carry out the project goals, plans or methodology as set forth in the Grant Agreement, or for Grantee's failure to comply with any of its obligations under the Grant Agreement. If it is later determined that PCCD erred in terminating the Grant Agreement for cause, then, at PCCD's discretion, the Grant Agreement will be deemed to have been terminated for convenience.

d. Upon termination for any reason, Grantee shall stop expending funds disbursed through the Grant Agreement and shall return immediately any such funds remaining unexpended.

21. Publication - Any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Grantee or by any subcontractor describing any portion of the Grant Project must contain the following statement:

"This project was supported by PCCD Grant # \_\_\_\_\_ [refer to page 1 of application for number], awarded by the Pennsylvania Commission on Crime and Delinquency (PCCD). [Add if federal funding is involved: The awarded funds originate with the Office of Justice Programs, U.S. Department of Justice or U.S. Department of Education or U.S. Department of Health and Human Services, as the case might be.] The opinions, findings and conclusions expressed within this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of PCCD [or the applicable federal agency]."

**SECTIONS:**

Grantee shall submit two copies of any such publication to PCCD to be placed on file and distributed as appropriate to other potential grantees or interested parties.

22. Paid Media Advertising – Grantee shall comply with Act 90 of 2015, also known as the Taxpayer-Funded Advertising Transparency Act. Act 90 of 2015 requires that paid media advertising include a statement that it is funded, in whole or in part, by the Commonwealth of Pennsylvania General Fund and include the following specific statement: “Paid for with Pennsylvania taxpayer dollars.” In the case of print advertising, the statement must be included so that it is easily seen and read. In the case of broadcast advertising, the statement must be included as an audio tagline so that it is easily heard. The term "media advertising" includes broadcast advertising and print advertising. The term "broadcast advertising" includes television, radio and other audiovisual advertising. The term "print advertising" includes print and electronic newspaper advertising, print and electronic magazine advertising and billboard advertising. Print advertising does not include advertising in the classified section of a newspaper. This condition only applies to state-funded projects.

23. Recovery of Restitution and Penalties - If Grantee is a governmental entity, it represents that it is, and will remain, in compliance with the requirements of 42 Pa.C.S. § 9728, as amended by Act 84 of 1998 (relating to restitution collection and allocation to victims), and with obligations under the Crime Victims Act, as set forth at 18 P.S. § 11.1302 (relating to use of restitution to reimburse the Office of Victims' Services for its award of compensation) and at 18 P.S. § 11.1101 (relating to collection of costs to be paid into the Crime Victim's Services and Compensation Fund).

24. Other Laws and Regulations - Grantee shall comply with the current requirements of all applicable federal, state, or local laws and regulations.

**ADDITIONAL TERMS FOR PROJECTS USING FEDERAL FUNDS**

1. Information Systems - With regard to programs related to criminal justice information systems, Grantee shall make adequate provisions for system security, the protection of individual privacy and the integrity and accuracy of data collection. Grantee further agrees that:

a. It shall make all computer software produced under this grant available to PCCD and the federal/state government for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration made by any manufacturer.

b. It shall provide a complete copy of system documentation to PCCD. Documentation will include, but not be limited to, system description, operating instructions, user instructions, program maintenance instructions, input forms, file descriptions, report formats, program listings and flow charts for the system and programs.

c. It shall avail itself, to the maximum extent practicable, of computer software already produced and available without charge.

2. Conflict of Interest - Grantee covenants that neither it, members of its board of directors, its officers or employees will engage in conduct that constitutes a conflict of interest relating to the Grant Project. Such conduct includes using the Grant Project for private gain or creating the appearance of such use, or otherwise undermining the confidence of the public in the integrity of PCCD or the federal funding entity. Requests for proposals (RFPs) for bids issued by the Grantee to implement the project must provide notice to prospective vendors that the federal Organizational Conflict of Interest Guidelines are applicable and that contractors that develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement will be excluded from bidding or submitting a proposal to compete for the award of such contract.

3. Other Federal Laws and Regulations - In conducting activities under this grant, Grantee certifies and assures that it will comply with any federal statutes, regulations, guidelines and documents, if applicable, including but not limited to the following:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200, Ex. Order 12372 (intergovernmental review of federal programs) and any applicable regulations such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 54, 61 and 63.

**SECTIONS:**

- b. Hatch Political Activity Act, 5 U.S.C. 1501-1508.
- c. Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, as supplemented by U.S. Department of Labor regulations, 29 C.F.R. Part 5.
- d. Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. chapter 60.
- e. Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 as supplemented in U.S. Department of Labor regulations, 29 C.F.R. Part 3.
- f. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327, as supplemented by U.S. Department of Labor regulations, 29 C.F.R. Part 5.
- g. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, 42 U.S.C. § 1857(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and Environmental Protection Agency regulations, 40 C.F.R. part 15.
- h. Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. §§ 632 1-6327.
- i. Minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Chapter 8.
- j. Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 U.S.C. Chapter 61 (for grants to programs that will result in the displacement of persons).
- k. Regulations concerning the confidentiality of identifiable research and statistical information set forth in 28 C.F.R. Part 22 (for grants of funds originating from the U.S. Department of Justice).
- l. Criminal Intelligence Systems Operating Policies set forth in 28 C.F.R. Part 23 (for grants funded under the Omnibus Crime Control and Safe Streets Act of 1968/Drug Control and System Improvement).
- m. Office of Justice Programs (OJP) Financial Guide pertaining to financial and administrative requirements (for grants of funds originating from the U.S. Department of Justice).
- n. U.S. Department of Health and Human Services regulations pertaining to grant administration (for grants of funds originating from the U.S. Department of Health and Human Services).
- o. U. S. Education Department General Administrative Regulations (EDGAR) pertaining to financial and administrative requirements (for grants of funds originating from the U.S. Department of Education).

**4. National Environmental Policy Act Compliance:**

a. Grantee assures that it will assist PCCD and the sponsoring federal agency in complying with the National Environmental Policy Act (NEPA) and related federal requirements for environmental-impact analyses. Accordingly, prior to obligating grant funds, Grantee shall first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with the grant funds. That is, as long as the following activity is being conducted by Grantee or any third party and the activity needs to be undertaken in order to use the grant funds, this condition must first be met. The activities covered by this condition are one or more of the following:

- i. New construction;

**SECTIONS:**

- ii. Minor renovation or remodeling of a property either (i) listed on the National Register of Historic Places or (ii) located within a 100-year flood plain;
  - iii. A renovation, lease, or any proposed use of a building or facility that will either (i) result in a change in its basic prior use or (ii) significantly change its size; or
  - iv. Implementation of a new program involving the use of chemicals other than chemicals that are (i) purchased as an incidental component of a funded activity and (ii) traditionally used, for example, in office, household, recreational, or education environments.
- b. Application of this condition to Grantee's existing programs or activities: for any of Grantee's existing programs or activities that will be funded by the Grant Project funds, the Grantee, upon specific request of the U.S. Department of Justice (DOJ), shall cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.
- c. Grantee will comply with all requirements established to avoid or mitigate adverse environmental effects upon its properties.

## 5. Mitigation of Health, Safety and Environmental Risks:

- a. General Requirement: Grantee shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment, and wastes used in or resulting from the operations of these laboratories.
- b. Specific Requirements: Grantee understands and agrees that any program or initiative involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, can result in adverse health, safety, and environmental impacts to:
- i. the law enforcement and other governmental personnel involved;
  - ii. any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory;
  - iii. the seized laboratory site's immediate and surrounding environment; and
  - iv. the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

## 6. Historic Places - Grantee assures that it will assist PCCD and the sponsoring federal agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1996 (16 U.S.C. § 469a-1) by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects by the activity and notifying PCCD of the existence of any such properties; and
- b. Complying with all requirements established to avoid or mitigate the adverse effects upon such properties.

## 7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- a. Grantee certifies by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public

**SECTIONS:**

transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 45 (2) below.

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. If Grantee is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.

8. Certification Regarding Lobbying - Grantee, if requesting or receiving federal funds exceeding \$100,000, certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

b. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned 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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S. Code § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. Certification Regarding Drug-Free Workplace - Grantee certifies that it will or will continue to provide a drug-free workplace by:

a. 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 will be taken against employees for violation of such prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees about:

- i. the dangers of drug abuse in the workplace;
- ii. the Grantee's policy of maintaining a drug-free workplace;
- iii. any available drug counseling, rehabilitation, and employee assistance programs; and
- iv. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the Grant Agreement be given a copy of the statement required by subparagraph (a) of this condition.

d. Notifying the employee in the statement required by subparagraph (a) of this condition that, as a condition of employment under the grant, the employee will:

- i. Abide by the terms of the statement; and
- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

**SECTIONS:**

e. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Grant Agreement.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (e) of this condition, with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. 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.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a) through (f) of this condition.

10. Certification of Non-Supplantation - By submitting an application to PCCD and accepting funds disbursed pursuant to the Grant Agreement, the Grantee certifies that the requested federal funds:

a. Will not be used to supplant or replace state or local funds already allocated.

b. Will be used to fund new projects or expand or enhance existing projects.

1.1. Has the applicant agency read and does the applicant agency agree to be bound by all terms and conditions listed above in this section?

Yes

**SECTIONS:****H. Fiscal Accountability**

1.

**Subgrantee Accountability**

The following procedures have been implemented across all of PCCD's funding streams to ensure fiscal accountability of PCCD grant funds.

**Financial Back-up:** PCCD will periodically verify that grantee expenditures are consistent with approved budget categories, are eligible for reimbursement and that grantees are maintaining supporting documentation. PCCD has implemented a process where grantees are notified that they are required to submit the financial documentation to support the expenditures reported for some or all of the categories that are included in their Egrants fiscal report. Grantees are only required to submit this documentation when they are specifically notified by PCCD. Egrants users have the ability to attach documents to fiscal reports.

**Accounting System Documentation:** PCCD requires that all grantees maintain an accounting system which can identify all PCCD revenue and expenditures for each PCCD grant separately from all other revenue and expenditure sources. All financial transactions should be able to provide a clear audit trail.

**Programmatic Back-up:** PCCD will periodically verify that data submitted by grantees in their program reports is accurate. PCCD will select one or more performance measures/data categories each reporting period and require grantees to submit documentation to support what was reported on their Egrants program report or other reporting tool.

**Subgrantee Payment:** All subgrantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. If an agency is experiencing cash flow problems, they may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

**Line Item Detail:** PCCD's fiscal report allows grantees to include line item expenditure detail instead of just the overall budget category expenditures. Grantees are required to provide line item expenditure detail consistent with the line items included in their approved budget.

**On-site monitoring:** PCCD completes on-site monitoring of grants across all funding streams (state and federally funded projects).

**Grantee risk classification:** PCCD utilizes a risk classification system to identify and focus the use of agency resources on those agencies that may be most in need of additional assistance.

1.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's fiscal accountability procedures?

Yes

2.

**Financial Management**

The following questions pertain to the applicant organization's accounting and financial management systems.

2.1. Which of the following best describes the applicant organization's accounting system?

Automated

**SECTIONS:**

**2.1.1.** If you selected "Automated" as the type of accounting system, provide the name of the accounting system that the applicant organization utilizes.

Workday - Financials

**2.1.2.** If you selected "Manual" as the type of accounting system, provide a description of the applicant organization's accounting system, including how it works and how it accounts for revenue and expenditures.

N/A

**2.2.** Can the applicant organization's accounting system identify the receipt and expenditure of these grant award funds separately from all other funding sources?

Yes

**2.3.** Does the applicant organization's accounting system have the capability to record expenditures for this grant award by the budget categories shown in the approved grant budget?

Yes

**3.**

**Employee Time and Effort Reporting (Timesheets)**

Time and effort reports (timesheets) are required for all personnel funded with PCCD grant dollars regardless of the funding stream. Below are the minimum standards and recommended best practices for time and effort reporting. We realize that there are a number of different systems that can be used to satisfy these requirements and we encourage you to email [PCCD's Grants Management](#) with any questions you may have regarding time and effort reporting requirements.

Minimum standards for employees working on multiple activities or cost objectives:

- Must be an after-the-fact determination of the employees actual effort. Using a budget estimate instead of reporting the actual time the employee spent working on the project does not qualify as support for charges to awards.
- Must account for total activity (grant and non-grant) for which employees are compensated and which is required in fulfillment of their obligations to the organization
- Must be signed by the employee and a supervisor with first-hand knowledge of the activities performed by the employee. Signature on the timesheets is affirmation that the report is an accurate accounting of the actual time the employee spent on the project.
- Must be prepared at least monthly to correspond to one or more pay periods
- Volunteer time and personnel costs being used as match must be accounted for in the same manner as personnel being charged to the grant

Minimum standard for employees working solely on a single activity or cost objective:

- Must be an after-the-fact certification that the employee worked 100 percent of their time on activities eligible for reimbursement under the grant project
- Must be prepared no less frequently than every six months

**SECTIONS:**

- Must be signed by the employee and supervisory official having first-hand knowledge of the work performed
- Applies to full-time and part-time employee

Recommended Best practices:

- Employees record time on a daily basis
- Project codes/names are provided to the employee in advance

\* The above standards are based on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and the Office of Justice Programs Financial Guide.

\*\* Institutions of Higher Education (IHE) may follow their own established policies for documenting personnel expenses provided that the IHE's policies are in compliance with the Standards for Documentation of Personnel Expenses referred to at 2 CFR 200.430.

The following sample forms are available on the [Grant Procedures and Forms](#) page of our website:

- Example of a completed timesheet
- An Excel timesheet template that you may modify to suit your needs
- A sample time certification for employees working 100% of their time on a grant-funded project.

**3.1.**

Does the applicant acknowledge that they have read, understand and will abide by PCCD's employee time and effort reporting standards?

Yes

---

**4.** Individual consultants funded with PCCD grant funds must maintain time and effort reports to support all charges billed to PCCD grant funds. Does the applicant acknowledge that they understand the requirement for individual consultants to maintain time and effort reports as support for charges against PCCD grant funds?

Yes

---

**SECTIONS:**

5.

**Payment Terms**

Payments will not be released until all applicable special conditions on the grant award have been satisfied. All grantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. An agency experiencing cash flow problems may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

All payments of federal funds will comply with the federal Cash Management Improvement Act, 31 U.S.C. 6503.

All funds (Federal, State, match and project income) must be obligated by the end of the project period and expended within 60 days from that date.

5.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's payment terms?

Yes

## **SECTIONS:**

### **I. Procurement Details**

#### **1.**

Subgrantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal law and the standards identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200.320).

At minimum, PCCD grant recipients and subrecipients must follow the procurement standards as written in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - [2CFR 200.318 through 200.326](#).

#### **Methods of Procurement**

Subgrantee must have and use documented procurement procedures, consistent with the standards of 2 CFR 200.320; §200.317, §200.318, and §200.319 for any of the following methods of procurement used for the acquisition of property or services under a federal award.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67Micro-purchase). To the maximum extent practicable, the subgrantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the subgrantee considers the price to be reasonable, based on research, experience, purchase history or other information and documents it files accordingly.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that the aggregate dollar amount, which is higher than the micro-purchase threshold, but does not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;

**SECTIONS:**

- (3) The subgrantee must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The subgrantee may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant;
- (4) After solicitation of a number of sources, competition is determined to be inadequate
- (5) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

**Micro-purchase (2 CFR 200.67)** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a non-Federal entity's small purchase procedures. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1(Definitions). It is \$15,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Simplified acquisition threshold (2 CFR200.88)** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this manual, the simplified acquisition threshold is \$350,000, but this threshold is periodically adjusted for inflation.

**Formal Procurement methods.** When the value of the procurement for property or services under a federal financial assistance award exceeds the SAT, or a lower threshold established by a non-federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures,. Formal procurement methods also require public advertising, unless a non-competitive procurement can be used in accordance with §200.319.

A proposed formal advertised or competitive negotiated procurement for which only one bid or proposal is received is deemed to be a noncompetitive procurement.

Does this application include any procurements by noncompetitive proposal?

Yes

---

2. If you answered "No" to question 1 above, the applicant agency must keep documentation on file to support and verify the competitive method of procurement. The applicant must also keep documentation on file which justifies the selection of the successful vendor. Does the applicant agree to keep supporting documentation as described?

No

**SECTIONS:**

3. If you answered 'Yes' to Question 1 above, please fill in the grid below for each product or service to be procured by noncompetitive proposal. If you have multiple products or services, use the 'Add Row' link to allow entry into a new row of the grid.

ID	Description of Product or Service	Egrants Budget Category	\$ Value of Product or Service	Procurement Method	Vendor Name If Known
3.1	Security Enhancements - Building Upgrades	Other	365,693.33	State Contract Procurement	Lobar Inc
3.2	Security Enhancements - Magnetic Locks	Other	64,349.09	State Contract Procurement	Johnson Controls
3.3	Axon Tasers	Equipment	161,694.17	Sole Source	Axon
3.4	Training Program	Equipment	19,500.00	State Contract Procurement	GovAI

4. Please respond to the following questions for each vendor or contractor identified as being procured using Sole Source: For additional vendors or contractors, select the 'Add New' link.

Proposed Sole Source Vendor #1

4.1. Provide a brief description including the name of the vendor of the product or service being procured and the expected procurement amount.

4.2. Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed below: 1. The item is available only from a single source; 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or 4. After solicitation of a number of sources, competition is determined to be inadequate. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel

This procurement must be non-competitive because the Item is available only from a Single Source

Axon Enterprise, Inc. is the sole manufacturer, retailer, and authorized distributor of all TASER brand products in Pennsylvania, including the TASER 10 weapon system and related software, VR training components, cartridges, holsters, batteries, and Evidence.com integrations.

No other vendor manufactures or legally distributes TASER 10 devices or the required certification ecosystem.

Contractor Qualities Justifying Selection

- Organizational Expertise: Axon is the exclusive provider of TASER certification, data logging technology, and weapon-integrated training programs.
- Personnel Expertise: Certified Axon instructors provide TASER 10 instructor courses and VR certification.
- Program Knowledge: Axon's training, Evidence.com integration, cartridges, and weapon diagnostics operate only within Axon's proprietary ecosystem.

Because of these conditions, no competitive marketplace exists for this procurement.

**SECTIONS:**

4.3. Provide a statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.

.

4.4. Provide an outline of the unique qualities of the contractor.

Axon provides:

- Exclusive TASER 10 technology, components, and accessories not available elsewhere.
- Integrated data and diagnostics, including weapon logs, cartridge tracking, and system status monitoring.
- Evidence.com connectivity, automatically updating time stamps and logs.
- VR-based officer training systems designed only for Axon energy weapons.
- Certification pathways, unlimited duty cartridges, and a comprehensive training ecosystem.

No other company offers these proprietary elements needed for the County’s less-lethal continuum.

4.5. Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

No other sources were viable because:

- TASER 10 weapons, cartridges, VR systems, and Evidence.com integrations are not manufactured or sold by any company other than Axon.
- Competing less-lethal devices (e.g., from other manufacturers) cannot integrate with the County’s existing Axon hardware, logs, camera systems, or data management workflows.

Thus, alternative vendors were technologically incompatible and unable to satisfy operational and safety requirements.

4.6. Conflict of interest review: The applicant must disclose any possible conflicts of interest or declare that there are no known conflicts of interest as a result of the procurement.

None

Proposed Sole Source Vendor #2

**SECTIONS:**

**4.4.** Provide an outline of the unique qualities of the contractor.

Lobar Associates Construction offers:

- Detailed familiarity with the project’s scope, price proposal and subsequent updates.
- Expertise in ballistic-rated construction (doors, windows, framing, glazing).
- Experience installing sally port gates, bollards, panic hardware, mag locks, card-reader systems, and ADA/security-compliant access points.
- Ability to execute under the JOC framework, ensuring cost-controlled, schedule-efficient delivery.
- Capacity to perform coordinated work across multiple floors with minimal interruption to County operations.

**4.5.** Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

Because this procurement uses the JOC cooperative contract, pricing and vendor eligibility were already competitively established.

Other sources were not pursued because:

- A JOC task order must be issued to the pre-awarded contractor under the cooperative agreement.
- Using an outside firm would violate JOC procedures and eliminate the contractual protections, fixed pricing, and pre-approved rates.
- No other vendor possessed an active JOC contract with the County for this scope.

Therefore, other sources were not capable of satisfying the procurement method.

**4.6.** Conflict of interest review: The applicant must disclose any possible conflicts of interest or declare that there are no known conflicts of interest as a result of the procurement.

None

Proposed Sole Source Vendor #3

**4.1.** Provide a brief description including the name of the vendor of the product or service being procured and the expected procurement amount.

**SECTIONS:**

4.2. Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed below: 1. The item is available only from a single source; 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or 4. After solicitation of a number of sources, competition is determined to be inadequate. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel

Availability pertains to System Compatibility. This procurement relates to an existing Johnson Controls security/access-control ecosystem in the building.

This procurement relates to an existing Johnson Controls security/access-control ecosystem in the building.

JCI's proposal specifies proprietary components such as:

- ISTAR ULTRA 16-reader controller (USTAR016)
- Specific JCI-compatible magnetic locks (M32)
- DPAC Card Readers

These components are not interchangeable with third-party systems without redesign or replacement of the County's existing infrastructure.

**Contractor Expertise and System Ownership**

The system already in use is designed, installed, and serviced by JCI. Only JCI can:

- Program the proprietary controllers and relays
- Integrate with the existing JCI fire alarm and emergency door-release interfaces
- Provide certified technicians and software licensing

This constitutes organizational expertise, system knowledge, and essential responsiveness.

**Competition Is Inadequate**

Because the work involves modifying an existing JCI access-control system, alternative vendors cannot:

- Access locked proprietary programming environments
- Service the UL-listed controller hardware
- Guarantee life-safety integration (fire alarm door release)

Therefore, competition is inherently insufficient.

4.3. Provide a statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.

.

Additionally, JCI states the start date is unknown until booking, meaning delays in contract execution may extend the project timeline

**SECTIONS:**

**4.4.** Provide an outline of the unique qualities of the contractor.

Johnson Controls offers:

- Full compatibility with the existing access-control system infrastructure
- Proprietary controller hardware and card-reader technologies
- Software programming and certification testing included
- A one-year standard parts and equipment warranty

JCI is uniquely positioned to integrate the new rear-stairwell devices with the County’s current system architecture.

**4.5.** Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

Other sources were not viable because:

- JCI proprietary controllers cannot be programmed or serviced by third-party contractors.
- Competing vendors would need to remove and replace the entire system—cost-prohibitive and unnecessary.
- Fire alarm integration must be performed by a certified vendor able to comply with UL-listed configurations.

Therefore, other vendors lacked the capability to satisfy the procurement requirement.

**4.6.** Conflict of interest review: The applicant must disclose any possible conflicts of interest or declare that there are no known conflicts of interest as a result of the procurement.

None

Proposed Sole Source Vendor #4

**4.1.** Provide a brief description including the name of the vendor of the product or service being procured and the expected procurement amount.

Lancaster County Adult Probation & Parole Services proposes to procure the Training Tracker IT Software System from GovAI Software Solutions LLC, located at 514 Magaro Road, Enola, PA. The procurement amount is a one-time implementation fee of \$19,500 for a 10-year term.

**SECTIONS:**

**4.2.** Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed below: 1. The item is available only from a single source; 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or 4. After solicitation of a number of sources, competition is determined to be inadequate. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel

This procurement requires a non-competitive justification because the product is available from an existing vendor that currently provides case management system for Adult Probation and Parole. (Functionally Unique Solution)

GovAI Software Solutions offers a customized probation-specific Training Tracker System designed for Lancaster County's operational environment. The proposal identifies a single proprietary implementation approach and does not list any resellers or competitive distributors.

No other vendor has access to GovAI's proprietary configuration and implementation services.

**Contractor Expertise and Program Knowledge**

GovAI's specialized qualifications include:

- Development of tailored adult-probation training management software.
- Direct engagement with Lancaster County's Adult Probation IT requirements.
- Ability to implement and maintain the system without external integrators.

These strengths demonstrate organizational expertise, program knowledge, and responsiveness, qualifying GovAI as uniquely capable of meeting the County's needs.

**4.3.** Provide a statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.

Contract coverage is required immediately to allow training compliance tracking for the 2026-2027 program year.

If implementation is delayed:

- The department may be unable to maintain mandated training documentation.
- Officers' annual certifications could go unverified, creating liability exposure.
- Manual tracking processes would continue, increasing staff time and risk of data error.
- If the County attempted to switch vendors, another contractor would need extensive time to understand requirements and customize software likely adding months of delay and increasing costs by tens of thousands of dollars.

**4.4.** Provide an outline of the unique qualities of the contractor.

GovAI Software Solutions provides:

- A probation-specific configurable training management platform.
- Direct service delivery with no third-party integrators.
- A defined implementation structure unique to the vendor's proprietary product.

These qualities are not available from other software vendors serving the County.

**SECTIONS:**

4.5. Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

Other sources were not viable because:

- No other vendor markets or supports GovAI's proprietary Training Tracker product.
- Competing systems would require substantial customization to match Adult Probation's workflows.

Therefore, other sources lacked the capability to satisfy the requirement.

4.6. Conflict of interest review: The applicant must disclose any possible conflicts of interest or declare that there are no known conflicts of interest as a result of the procurement.

None

**SECTIONS:****J. Federal Transparency Act Certification 2017 -FFATA**

The implementation of the Federal Funding Accountability and Transparency Act of 2006 requires a single searchable website, accessible by the public without cost, for each federal award of \$30,000 or more over the life of any subaward. In order to satisfy this requirement, applicants and subrecipients are required to have a Unique Entity Identifier (UEI).

The applicant must also provide the primary place of performance of the subaward and the names and annual salaries of the five most highly compensated officers in their agency if the agency meets certain criteria as described below.

Additional information relating to the Act can be at <https://www.fsrs.gov/>

Additional information on the new UEI requirement effective April 2022 can be found here: <https://sam.gov/content/duns-uei>

1. The following questions pertain to the applicant agency's Unique Entity Identifier (UEI).

**1.1.**

Enter the applicant agency's Unique Entity Identifier (UEI).

The applicant agency's UEI can be found by accessing the applicant agency's information in the federal System for Award Management (SAM) at <https://sam.gov/content/home>.

**Important Note:** By April 2022, every organization doing business with federal agencies will have a new, 12-character identifier, known as the Unique Entity Identifier (UEI) as the government moves away from the proprietary DUNS number. More information on UEI can be found here: <https://sam.gov/content/duns-uei>

Q42ZKMTD1HH6

2. Primary Place of Performance: The Office of Management and Budget (OMB) defines the place of performance as 'The location where a majority of the effort required to satisfactorily fulfill the intended purpose of the award will be completed.' Provide the following information to identify the Place of Performance for this grant award.

2.1. City (i.e. Harrisburg). Max 35 characters -

NOTE:

City is required for Federal Grants.

For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the field 'City' can be left blank.

If the money is expended in multiple locations with the majority spent in a single address, agencies can list that city location as the Primary Place of Performance.

Lancaster

**SECTIONS:**

2.2. State - Choose from the list of valid states

A value for State is always required.

PA

2.3.

Zip + 4 (i.e. 171091244) Exclude hyphen

NOTE: Zip+4 is required for Federal Grants. For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the Zip+4 field should represent the Zip+4 of the Primary Place of Performance

However, if the money is expended in multiple locations with the majority spent in a single address, agencies can list that location as the Primary Place of Performance

176023562

2.4. County - Choose the grant's primary county of performance (where the highest value of the grant is to be applied). if the grant is Statewide, please select 'STATEWIDE'

036 - Lancaster

3.

The applicant must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

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

- (I) 80 percent or more of its annual gross revenues in Federal awards; and
- (II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Are the conditions specified above applicable to the grantee?

No

**SECTIONS:**

4. If you answered "Yes" to the previous question, you must enter the names and annual salaries of the five most highly compensated officers of the applicant agency.

Response #1

4.1. Officer Name:

4.2. Annual Salary:

0.00

**PERFORMANCE INDICATORS:****1. Established by PCCD**

- 1.1. (Unit Count/Outcome) Number of individuals eligible for early termination during the report period. **Target:**  
**Purpose:** To ascertain the number of individuals eligible for early termination during the report period.
- 1.2. (Unit Count/Outcome) Number of individuals recommended for early termination during the report period. **Target:**  
**Purpose:** To ascertain the number of individuals recommended for early termination during the report period.
- 1.3. (Unit Count/Outcome) Number of early terminations as a result of Act 44 during the report period. **Target:**  
**Purpose:** To ascertain the number of early terminations as a result of Act 44 during the report period.
- 1.4. (Unit Count/Outcome) Number of total probation terminations during the report period (include all termination types). **Target:**  
**Purpose:** To ascertain the number of total probation terminations during the report period. Include all termination types.
- 1.5. (Unit Count/Outcome) As of the first day of the grant, number of county adult probation and parole staff trained on EBPs (This is a baseline number. Please enter the count in the first quarterly report. Enter 0 for the remaining quarters). **Target:**  
**Purpose:** To document the number of county adult probation and parole staff trained on EBPs as of the first day of the grant. This number should remain the same throughout the course of the grant and will not change each quarter.
- 1.6. (Unit Count/Outcome) Number of county adult probation and parole supervision staff trained on EBPs during the report period. **Target:**  
**Purpose:** To ascertain the number of number of county adult probation and parole staff trained on EBPs during the report period.
- 1.7. (Unit Count/Outcome) Number of new positions with responsibility for supervising adults in the community that were created as a result of JRI-2 funds during the report period (i.e., Probation Officers, Probation Supervisors, Deputy Chiefs, etc.). **Target:**  
**Purpose:** To ascertain the number of new positions with responsibility for supervising adults in the community created as a result of JRI-2 funds during the report period
- 1.8. (Unit Count/Outcome) Number of new positions that DO NOT supervise individuals in the community that were created as a result of JRI-2 funds during the report period (i.e., clerical staff, administrative staff, and program coordinators with no caseloads who support adult probation and parole efforts). **Target:**  
**Purpose:** To ascertain the number of new Adult Probation and Parole Department positions that DO NOT supervise individuals in the community created as a result of JRI-2 funds during the report period.

**2. Established by Grantee**

**APPROVAL CHECKLIST:**

A. Does the applicant agency have any type of audit done regularly?

Yes

No

If yes, when was the last one completed?

2025

B. Is the applicant agency required to have an audit performed in accordance with the Single Audit Act?

Yes

No

If yes, when was the last one completed?

2025

C. Does the Financial Officer listed in the Main Summary section have more than three years of experience?

Yes

No

D. Does the Project Director listed in the Main Summary section have more than three years of experience?

Yes

No

E. Does the applicant agency have a segregation of duties policy?

Yes

No

**ATTACHMENTS:**

List of Attachments required for submission of this Application for funding:

**Section: Required Attachments (JRI-2)****File Name**

145223.00 - Lancaster Co Adult Probation Security Upgrades-REV1.pdf

165491 Color printer-AP- SCW-Quote 1907032.pdf

2026 MARATSA Conferenc Flier\_Part1.pdf

2026 PATCP Conference Hotel Information.pdf

4.24.2026 Lancaster Adult Probation Training Tracker Proposal - Copy.pdf

Axon Sole Source.pdf

Carey Group - Effective Case Planning and Management .docx

County of Lancaster Proposal\_16299.pdf

Culture Academy Preview Flyer April 2026.pdf

Estimate\_1269\_from\_PPCT\_MANAGEMENT\_SYSTEMS\_INC.pdf

Individual Registration Form 2026 June 9.docx

Instructor Gatekeeper SS application24.pdf

LANCASTER COUNTY ADULT PROBATION DEPARTMENT.docx

Proposal ACJI Culture Academy - May 2026.pdf

Q-839231-46132GHLancaster4-20-26.pdf

Quote - 13541 - Lancaster County Adult Probation.pdf

Quote\_QUO309917\_1775074275519.pdf

RISE26-Justification-Toolkit.pdf

Your 4imprint Quote.pdf

Your 4imprint.com - Employee Appreciation.pdf

**File Description**

Gordian - Lobar and JC Proposal

Color Printer Quote

2027 Maratsa Estimate

2027 PATCP Estimate

GovAI Proposal

Axon Sole Source

Carey Group Quote

Benjamin Roberts Proposal

Culture Academy Content

PPCT DT Manuals Quote

QPR Estimate

QPR COURSE CONTENT AND MATERIALS

PPCT Training Proposal 2026-2027

Culture Academy Proposal

Axon Quote

Tait Radios Proposal

Witmer Quote - Equipment

Rise 27 Estimate - Conference Treatment Courts

Career Fair Materials

Employee Appreciation - Parole Officer Week

**GRANT:** 49703

**Short Title:** APPS Justice Reinvestment Initiative Grant

The applicant has caused this subgrant application to be executed and attested to by its proper officials, pursuant to legal action authorizing the same.

Lancaster County Commissioners  
\_\_\_\_\_  
NAME OF APPLICANT AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR PCCD USE ONLY**

We certify that this application is approved and that funding has been received to support this subgrant award.

\_\_\_\_\_  
PCCD Executive Director or designee

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPTROLLER OPERATIONS

\_\_\_\_\_  
DATE

Approved as to form and legality:

\_\_\_\_\_  
COUNSEL TO PCCD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OFFICE OF GENERAL COUNSEL

\_\_\_\_\_  
DEPUTY ATTORNEY GENERAL

This document may contain embedded attachments. You may use the View Attachment option within your PDF software to view all embedded attachment.

Help for viewing attachment(s) within Adobe can be found at the following web address: <https://helpx.adobe.com/acrobat/using/viewing-pdfs-viewing-preferences.html>

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Behavioral Health and Developmental Services (BHDS), to approve the following:

<b><u>Mental Health Contract</u></b>	<b><u>For:</u></b>	<b><u>Amount</u></b>	<b><u>% Increase/ Decrease</u></b>
<b><u>Renewal Agreements With:</u></b>			
Arch Street Center Lancaster, PA	Social rehabilitation drop-in center.	\$263,631.00	+31.82%
Goodwill Keystone Area. Harrisburg, PA	Employment for adults with serious mental Illness.	\$183,473.00	+2.32%
Park Avenue Apartments Associates Lancaster, PA	Provides subsidized rents to individuals with a serious mental illness.	\$35,000.00	N/A
Ponessa Behavioral Health Lancaster, PA	Provides psychiatric & mental health outpatient services to Individuals.	\$63,000.00	+14.55%
<b><u>Renewal Agreements With:</u></b>			
Gibson Law Group Lancaster, PA	Provides emergency mental health hearings to individuals.	\$60,000.00	+3.33%
Blakinger Thomas Lancaster, PA	Provides legal services such as mental health review hearings, Consultation and legal support.	\$97,504.00	+5.41%
AFR Law Office Lancaster, PA	Provides emergency mental health hearings to individuals.	\$48,000.00	N/A
Eager, Stengel, Quinn, Babic & Eager	Provides emergency mental health hearings to individuals.	\$90,000.00	-10.00%

**NOTES:** All terms are for the period July 1, 2026 through June 30, 2027.

All contracts are funded by the Human Services Block.

5/27/26

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Children and Youth Agency, to approve a County Office Health Services Coordination Agreement with UPMC For You, Inc. to furnish Medical Assistance-covered services to children in out-of-home care under the custody of the Children and Youth Agency. Authorization is given to Lawrence M. George, County Administrator/Chief Clerk, to sign the agreement.

5/27/26

## **COUNTY OFFICE HEALTH SERVICES COORDINATION AGREEMENT**

This County Office Health Services Coordination Agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between UPMC for You, Inc. (“UPMCFY”), a corporation, and the [County Agency] for Lancaster County and the Children & Youth Office of Lancaster County, Pennsylvania .

WHEREAS, UPMCFY, a licensed health maintenance organization in the Commonwealth of Pennsylvania, has entered into an agreement with the Pennsylvania Department of Human Services (“DHS”) to furnish Medical Assistance-covered services (“covered services”) to Medical Assistance (MA) recipients under the UPMCFY Medical Assistance product (MA product), in accordance with the Commonwealth’s Medical Assistance programs, and in accordance with the agreements between UPMCFY and DHS (“MA Agreements”); and

WHEREAS, UPMCFY and Lancaster County Children & Youth wish to ensure that Medical Assistance recipients who are children in substitute care (“MA Covered Persons”), and served by the parties, receive the necessary and appropriate covered services; and

WHEREAS, since covered services can be delivered more efficiently and more timely if Lancaster County Children & Youth and UPMCFY coordinate the identification and treatment of MA Covered Persons, DHS requires that UPMCFY enter into agreements with county agencies and county offices to set forth the terms on which they will coordinate the delivery of covered services to MA Covered Persons; and

WHEREAS, the parties explicitly acknowledge, understand and agree that the common purpose of this cooperative relationship is to ensure that access to covered services and the quality of covered services provided will not be diminished or compromised because of an MA Covered Person’s placement in substitute care.

NOW, THEREFORE, in consideration of the mutual covenants and premises, and for other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

### **1.0 DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1.1 **Care Gap Report** means the report described in Section 3.13 of this Agreement.
- 1.2 **Covered Services** means those health care services MA Covered Persons are entitled to receive under the state and federal law. It also means those services that a PH-MCO is required to provide under its agreement with the Department of Human Services to MA Covered Persons.
- 1.3 **DOH** means the Pennsylvania Department of Health.

- 1.4 **DHS** means the Pennsylvania Department of Human Services.
- 1.5 **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in (a) placing the health of the individual (or with respect to a pregnant person, the health of the person or their unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.
- 1.6 **EPSDT** means the Early and Periodic Screening, Diagnosis, and Treatment Program that provides medical services for individuals under the age of 21 administered under the Medical Assistance Program.
- 1.7 **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 1.8 **HITECH** means the Health Information Technology for Economic and Clinical Health Act.
- 1.9 **MA Covered Person** means: (1) any Medical Assistance Recipient that is under the age of 21 and in the substitute care and custody of [County Agency] care and custody.
- 1.10 **Medical Assistance (MA)** means the Medical Assistance Program authorized by Title XIX of the federal Social Security Act, 42 U.S.C. §1396 *et seq.*, and regulations promulgated thereunder, and Title 62, Chapter 1, Article 4 of the Pennsylvania Statutes and regulations promulgated thereunder.
- 1.11 **MA Agreements** means the contracts between UPMCFY and DHS under any of Pennsylvania's Medical Assistance managed care programs, including DHS's HealthChoices Program, pursuant to which UPMCFY arranges for the provision of certain services covered by Medical Assistance to MA Covered Persons.
- 1.12 **MA Product** means UPMCFY's Medical Assistance HMO product.
- 1.13 **MA Recipient** means an individual eligible to receive services under Pennsylvania's MA Program, including the HealthChoices Managed Care Program, and is enrolled in the MA Product.
- 1.14 **Medically Necessary** means that condition or procedure defined as medically necessary by DHS as delineated in DHS's HealthChoices Agreement between the UPMCFY and DHS.
- 1.15 **Pennsylvania Child Protective Services Law** means Chapter 63 of Title 23 of the Pennsylvania Consolidated Statutes, as amended.
- 1.16 **PID** means the Pennsylvania Insurance Department.

- 1.17 **Protected Health Information (PHI)** means any information, transmitted or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations and agency guidance. PHI also includes any and all information that can be used to identify a current or former applicant or Recipient of benefits or services of the parties to this Agreement.

Terms not defined hereinabove shall be given the meanings ascribed to them in the MA Agreements or the RFA.

## **2.0 MUTUAL UPMCFY AND [COUNTY AGENCY] OBLIGATIONS RELATIVE TO COORDINATION OF CARE**

- 2.1 The parties, and their liaisons where applicable agree to communicate with the MA Covered Person's Primary Care Physicians (PCPs), coordinate services, exchange relevant enrollment and individual health-related information and services needs of MA Covered Persons.
- 2.2 UPMCFY agrees to institute a process to monitor such activity, and to monitor the quality management and utilization management responsibilities of each party and to share this information with [County Agency].
- 2.3 The parties agree to interact with the PCPs for prompt treatment and coordination of care.
- 2.4 The parties agree to serve on interagency teams, when requested by either of the parties hereto.
- 2.5 The parties agree to cooperate in the coordination of covered services with the applicable Behavioral Health Managed Care Organizations in the HealthChoices Zone (HC Zone), including Pharmacy Coordination, to the extent permitted by law.
- 2.6 Where the parties have mutually identified an issue, the parties agree that UPMCFY shall undertake intensive outreach efforts to MA Covered Persons identified as needing covered services and shall advise [County Agency] of such efforts.
- 2.7 To assure the effectiveness of this Agreement and the services provided hereunder, the parties will review the Agreement for accuracy at least annually or, if necessary, more often. The parties also agree to meet as requested by either party to resolve any outstanding issues existing between them. If an issue cannot be resolved by the parties, the parties agree to proceed under the terms of Section 12.0 of this Agreement.

- 2.8 UPMCFY agrees to incorporate information received from [County Agency] in its development of an adequate provider network to serve members with Special Healthcare Needs or Health Related Social Needs.
- 2.9 The parties agree to adhere to the Americans with Disabilities Act, as amended, and the Rehabilitation Act of 1973.
- 2.10 UPMCFY agrees to utilize any information provided by [County Agency] in its efforts to identify and reduce the frequency of fraud, abuse, over use, under use, and inappropriate or unnecessary medical care.
- 2.11 The parties will work cooperatively to develop processes to ensure that:
- (i) The [County Agency] caseworker will contact a participating provider or attempt to contact the PCP, when the [County Agency] caseworker can identify the PCP, when admission or discharge physical examinations are required due to the initial placement or discharge of an MA Covered Person or if the MA Covered Person is relocated.
    - (1) When it is not possible to contact the PCP, the [County Agency] shall coordinate with the plan's Enhanced Member Supports Unit to arrange to use other providers within the UPMCFY's network.
    - (2) In cases of suspected abuse, [County Agency] shall contact the appropriate medical provider for the examination without having to obtain prior approval from the PCP or UPMCFY.
    - (3) If the enrollment of the MA recipient cannot be determined at the time the exam is required, the exam may be performed in an emergency room or through a provider affiliated with [County Agency].
    - (4) Within 24 hours, or as soon as it can be reasonably determined that the MA Recipient is eligible for the MA Product and eligible to be an MA Covered Person, [County Agency] will notify UPMCFY's Enhanced Member Supports Unit and/or the PCP in order that necessary follow-up care can be coordinated.
  - (ii) Information related to suspected abuse cases obtained from a PCP or UPMCFY provider, including diagnostic tests, is shared with [County Agency] according to the requirements of the Pennsylvania Child Protective Services Law. If [County Agency] requests information from UPMCFY related to an investigation of suspected maltreatment, UPMCFY shall share that information without consent in accordance with the Pennsylvania Child Protective Services Law.
  - (iii) Physical assessments needed by the MA Covered Persons entering emergency shelters are being performed within the time frames established

in 55 Pa. Code Chapters 3700 and 3800. The same procedure set forth in 2.11(i) above applies.

- (iv) UPMCFY communicates directly with the foster family for the provision of routine care and other non-emergency purposes, such as authorizing and ensuring the provision of home health services or coordinating transportation.
- 2.12 [County Agency] will be notified by UPMCFY of denial of services to MA Covered Persons, including explicit steps on how to file an appeal, which has the right to file, and how denials will be processed.
- 2.13 UPMCFY and [County Agency] will work together to determine the post-discharge needs of any MA Covered Person placed in substitute care, and to develop a care plan that will maintain continuity of care through the MA Covered Person's transition from substitute care to home.
- 2.14 UPMCFY shall incorporate input provided by [County Agency] to develop policies and procedures on the identification of individuals who have the authority to represent MA Covered Persons to request PCP selections and changes; receive information regarding an MA Covered Person, including identification cards, MA Covered Person notices, or filing MA Covered Person complaints, grievances or appeals on behalf of the MA Covered Persons.
- 2.15 UPMCFY shall develop in consultation with DHS and disseminate to [County Agency] welcome materials that are tailored to foster families. These materials shall indicate the process a foster family should follow to navigate the child's PH-MCO coverage, including but not limited to the process for requesting a change of PCP and requesting the PH-MCO's records related to the MA Covered Person.
- 2.16 UPMCFY, in consultation with DHS, will develop and implement joint education and training programs related to requirements of both. This training will be provided to [County Agency] caseworkers, staff, or private agencies and UPMCFY's Enhanced Member Supports Unit staff and participating providers throughout the implementation of HealthChoices and as specific needs are identified.
- 2.17 UPMCFY and [County Agency] shall each establish or identify an email resource account to be used for the communications delineated in this agreement.
- 2.18 UPMCFY and [County Agency] will cooperate in the identification of opportunities for improvement of processes or procedures identified in this Agreement and the need for additional processes or procedures. At a minimum, representatives from UPMCFY and [County Agency] will meet to discuss identified opportunities and to establish a plan to address those issues. This process will be coordinated through the designated contact persons.
- 2.19 UPMCFY shall provide to [County Agency] at [County Agency's] designated resource account, any personalized notification that UPMCFY is required to

provide to MA Covered Persons, in lieu of providing it to MA Covered Persons, including but not limited to appointment scheduling notices, releases of information, PCP information, and denial notices. [County Agency] shall then be obligated to provide any such notification to MA covered persons, and MA Covered Persons' caretaker, provider, or guardian. UPMCFY shall provide to [County Agency] at [County Agency's] address set forth herein any MA Covered Person's member identification card, member handbook, promotional and educational materials, and any other materials that UPMCFY and [County Agency] jointly determine should be sent via U.S. Postal Service.

- 2.20 [County Agency] and UPMCFY shall cooperate with each other and shall verbally share medical information for an MA Covered Person when necessary for routine medical care, routine decision making, and coordination of care. Consent is not required for this type of discussion unless the MA Covered Person is over age 18.

### **3.0. UPMCFY OBLIGATIONS**

- 3.1 UPMCFY will be responsible for the payment of physical health services as set forth in the HealthChoices Agreement, including eye care, dental care, hearing exams, and immunizations. UPMCFY shall not be obligated to pay for medical services currently covered by Fee-For-Service Medical Assistance and for which [County Agency] contracts directly with providers of medical care. UPMCFY shall not be obligated to pay for medical services for children who are not MA Covered Persons. Medical services provided to children who are currently being evaluated for Medicaid eligibility shall be paid for by DHS under Fee-For-Service Medical Assistance programs. UPMCFY is not obligated to pay for inpatient hospital days that are not a medical necessity, as determined by UPMCFY, including the situation where [County Agency] is in the process of placing the child in a foster or similar home and is having difficulty doing so. UPMCFY is not obligated to pay for psychological evaluations for any purpose whatsoever.
- 3.2 UPMCFY shall be responsible to provide or arrange for the provision of medically necessary covered services to any MA Covered Person upon his or her discharge from substitute care to his/her family or other primary caretaker (i.e. legal guardian), provided that the MA Covered Person is discharged to a location in the HealthChoices Zone(s) in which UPMCFY operates.
- 3.3 UPMCFY shall cover all medically necessary visits and services for an MA Covered Person required by 55 Pa. Code Chapters 3700 and 3800 and the guidelines of the American Academy of Pediatrics and the Child Welfare League of America, including those that would not otherwise be covered by the Bright Futures EPSDT Periodicity Schedule.
- 3.4 UPMCFY shall provide or make available to [County Agency] any medical, treatment, or claims records indicating that a child in substitute care has received a service included in the scope of 55 Pa. Code Chapters 3700 and 3800.

- 3.5 UPMCFY shall develop policies, within 60 days of the effective date, on referral, collaboration, and coordination of diagnostic assessment and treatment, prescribing practices, continuity of care, and other treatment issues necessary for optimal health and disease prevention, including policies on coordination of specialized service plans for MA Covered Persons with special health needs.
- 3.6 UPMCFY shall monitor the quality of the covered services delivered, incorporating any information provided by [County Agency] in such monitoring.
- 3.7 UPMCFY's Enhanced Member Supports Unit shall assist, in a timely manner, with issues relating to MA Covered Persons with Special Healthcare Needs and/or Health Related Social Needs as described in Section 5.0 of this agreement. If UPMCFY fails to address these issues timely, [County Agency] shall report the issue to DHS or may follow the Dispute Resolution protocol in Section 12.0 of this Agreement.
- 3.8 UPMCFY shall identify a contact person for member services that is responsible for coordination with [County Agency] and further shall define the roles and responsibilities of the contact person to address mass change situations such as enrollment and incorrect PCP designations, which affect all MA Covered Persons, and individual requirements such as emergency physical exams, PCP selections or change, or EPSDT screens that are due.
- 3.9 For matters unrelated to member services, UPMCFY shall communicate with [County Agency] only through UPMCFY's single point of contact within the Enhanced Member Supports Unit. UPMCFY shall communicate with [County Agency] via encrypted email to [County Agency's] designated resource account wherever possible. UPMCFY shall avoid contacting [County Agency] via telephone, particularly automated telephone calls wherever possible. When email communication is not possible, UPMCFY shall permit [County Agency] to use an authorization code that changes several times a year for authorization to email or speak with UPMCFY on the telephone rather than requiring all telephone communications to be conducted through a single [County Agency] liaison.
- 3.10 For MA Covered Persons with complex medical needs, the designated contact person at UPMCFY's Enhanced Member Supports Unit will coordinate requests for specialists to serve as PCP with the contact person at [County Agency]. The procedures will include a timeline for submission of requests, tracking of requests, and decisions on requests. The procedures will include the selection of an accessible PCP until a decision has been provided. If the request has been denied, any request for a change in PCP will be coordinated with the [County Agency] contact person.
- 3.11 UPMCFY shall permit [County Agency] to make requests to select a new PCP by contacting the PH-MCO's Single Point Of Contact within the EMSU. The PH-MCO may not require a County Agency to contact Member Services in order to request a new PCP.

- 3.12 UPMCFY shall coordinate scheduling of EPSDT screenings that are due with the [County Agency] contact person or the appropriate foster parent if [County Agency] notifies UPMCFY's Enhanced Member Supports Unit of the foster parent. UPMCFY shall provide [County Agency] with EPSDT data on MA covered persons on a mutually agreed upon reporting, time frame, and format.
- 3.13 UPMCFY shall provide [County Agency] with a periodic electronic Care Gap report which includes demographic information, EPSDT data, well child care data, and dental care data on MA Covered Persons. The time frame and format of the Care Gap report will be determined through collaboration between UPMCFY and DHS and shall be communicated to [County Agency] by UPMCFY.
- 3.14 UPMCFY shall make available to [County Agency] via UPMC Health Plan's website its provider directories. Upon request, hard copies shall be made available.
- 3.15 UPMCFY's Enhanced Member Supports Unit shall provide information in writing to [County Agency] describing UPMCFY's operations, including the manner in which [County Agency] may contact UPMCFY regarding benefit coverage rules and access to additional information or resources on behalf of an MA Covered Person placed in substitute care as described in Sections 3.9 and 3.10 of this agreement.
- 3.16 UPMCFY's Enhanced Member Supports Unit staff shall provide education to [County Agency] staff on the UPMCFY's processes for requesting access to Medically Necessary services.
- 3.17 UPMCFY shall develop specific educational materials related to the services that will be available to an MA Covered Person upon aging out of substitute care and will provide them to [County Agency] for dissemination to MA Covered Persons preparing for this transition.

#### **4.0 [COUNTY AGENCY'S] OBLIGATIONS**

- 4.1 Within four months after the implementation of this Agreement, and, at a minimum, quarterly as new providers are identified by [County Agency], [County Agency] shall provide to UPMCFY the names of the health care providers [County Agency] used for exams on an annual basis.
- 4.2 [County Agency] shall identify a contact person to UPMCFY and further shall define the roles and responsibilities of the contact person, to address mass change situations such as enrollment, which affect all MA Covered Persons, and individual requirements such as emergency physical exams, PCP selection or change, or EPSDT screens which are due.
- 4.3 [County Agency] [County Agency] shall communicate with UPMCFY through UPMCFY's the Enhanced Member Supports Unit via encrypted email to UPMCFY's designated resource account, wherever possible.

- 4.4 [County Agency] will attempt to determine a Medical Assistance recipient's eligibility including physical health plan enrollment by utilizing DHS's Eligibility Verification System (EVS). If EVS is not available in the [County Agency] office, [County Agency] will secure an EVS terminal or educate staff on how to contact DHS to verify eligibility.
- 4.5 [County Agency] shall arrange for the provision of any medically necessary physical health services by UPMCFY contract providers Except in the event of an Emergency Medical Condition. [County Agency] will arrange for the provision of any EPSDT screening exams, immunizations, tests or follow-up medical care with UPMCFY's Enhanced Member Supports Unit or PCP. UPMCFY shall consider all DHS-required EPSDT services covered services as set forth in DHS's EPSDT guidelines.
- 4.6 [County Agency] shall notify UPMCFY of all new placements or relocations of MA Covered Persons within 15 days or as soon as it can be determined that the recipient is an MA Covered Person. [County Agency] will coordinate PCP selection or change with UPMCFY's Enhanced Member Supports Unit contact person upon notification of the MA Covered Person's need to timely access to a PCP.
- 4.7 As appropriate, UPMCFY's Enhanced Member Supports Unit will contact [County Agency's] Managed Care Unit [or its equivalent] to request assistance in gathering medical information on the MA Covered Person in a manner consistent with the requirements of HIPAA. The medical information can include that collected as part of the [County Agency's] intake function or obtained from past medical records. The [County Agency's] Managed Care Unit and the Enhanced Member Supports Unit [or their equivalent] will work together to obtain the necessary medical information and to share this information with UPMCFY's participating provider as appropriate. This information may only be for the purpose of providing services or care coordination. A child's placement in substitute care may be communicated, but the reason for that child's placement may not be communicated.
- 4.8 [County Agency] will assist in obtaining required consent-to-treat documents from the MA Covered Person's parent, legal guardian, or through the court system, if necessary.
- 4.9 [County Agency] will require any private contracted agencies to cooperate with UPMCFY. [County Agency] will require each private contracted agency to identify a contact person to UPMCFY's Enhanced Member Supports Unit designated contact person. [County Agency] will coordinate training and education of private contracted agencies with UPMCFY.

## **5.0 ENHANCED MEMBER SUPPORTS UNIT**

- 5.1 [County Agency] shall notify UPMCFY's Enhanced Member Supports Unit of the planned transition for the MA Covered Person within 15 days of discharge from substitute care. Included in these arrangements will be the transfer of all relevant

medical information/records to a UPMCFY PCP to which the MA Covered Person will be assigned if different from the current PCP.

- 5.2 As part of the joint [County Agency] and UPMCFY discharge planning, and based on the individual needs of the MA Covered Person, the [County Agency] case worker and the UPMCFY's Enhanced Member Supports Unit will identify those MA Covered Persons who could benefit from Enhanced Member Supports Unit case management. UPMCFY case managers will cooperate with the PCP and the [County Agency] caseworker, the custodial parent, and the MA Covered Person, as appropriate, in the development of an appropriate care plan. The UPMCFY case manager will assist in the coordination of services required to meet the needs of the MA Covered Person including any non-MA covered services.
- 5.3 In the event that UPMCFY does not receive notice of an MA Covered Person's discharge from substitute care until after the discharge has occurred, a care coordinator from UPMCFY's Enhanced Member Supports Unit will be assigned to the case upon UPMCFY's receipt of such notification. This care coordinator will then work with the MA Covered Person's PCP and a [County Agency] Managed Care Unit, or its equivalent liaison, the custodial parent, and the MA Covered Person, as appropriate, to make appropriate arrangements for the MA Covered Person's care.

## **6.0 DATA COLLECTION/REPORTING/SHARING**

- 6.1 The parties agree to develop procedures to share the Care Gap report.
- 6.2 The parties agree to develop provisions for the notification of reportable conditions experienced by any MA Covered Persons to the appropriate regulatory agency as required by law.
- 6.3 The parties agree to share necessary data to ensure delivery of appropriate covered services.

## **7.0 CONFIDENTIALITY**

- 7.1 The parties recognize and acknowledge that performance of this Agreement may result in the disclosure to the other party of trade secrets, proprietary information, and confidential information (collectively referred to as "Confidential Information"). "Confidential information" does not include an individual's Protected Health Information. The non-disclosing party agrees that it and its employees, representatives, and agents shall treat confidential information as strictly confidential and shall: (i) protect the confidential information from unauthorized use or disclosure either directly or indirectly, and keep it confidential; (ii) use the confidential information only for purposes related to this Agreement; (iii) not disclose or otherwise permit any third person or party access to the confidential information without prior written authorization by the disclosing party; and (iv) limit disclosure to necessary individuals and ensure that individuals exposed to

confidential information are advised of its confidential nature and their obligations hereunder.

- 7.2 This Section, (7.0 Confidentiality) shall survive termination of this Agreement. The parties agree that the breach or prospective breach of this provision will cause irreparable harm of which money damages may not be adequate. The parties agree that in addition to any other remedies, the non-breaching party shall be entitled to injunctive or other equitable relief to restrain the breach hereof.

## **8.0 MEDICAL RECORDS**

- 8.1 The parties agree to obtain the appropriate releases necessary to share clinical information and provide health records to each other as requested, consistent with all applicable laws.
- 8.2 The parties agree to maintain the confidentiality of all covered persons' medical records in accordance with all applicable state and federal laws.
- 8.3 The Parties agree to act consistent with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). [County Agency] acknowledges that it has reviewed and agrees to be bound by the UPMC Health Plan Terms and Conditions for Business Associates, a copy of which can be accessed at <http://www.upmchealthplan.com/pdf/VendorHIPAA.pdf>. Such UPMC Health Plan Terms and Conditions for Business Associates are subject to modification by UPMCFY. It is the responsibility and obligation of the [County Agency] to periodically review the UPMC Health Plan Business Associate Terms and Conditions to ensure compliance therewith.
- 8.4 DHS and/or its authorized agents shall be afforded prompt access to all MA Covered Persons' medical records whether electronic or paper. All medical record copies are to be forwarded to the requesting party within 15 calendar days of such request and at no expense to the requesting party. DHS is not required to obtain written approval from an MA Covered Person before requesting the MA Covered Person's medical record from the parties or any other agency.
- 8.5 The obligations related to Personal Health Information established herein shall survive the termination of this Agreement.

## **9.0 EMERGENCY CARE**

[County Agency] has the right to proceed with seeking treatment of an Emergency Medical Condition without obtaining prior authorization from UPMCFY. An emergency will not require an authorization at any time. [County Agency] shall contact the PCP to authorize urgent care or any follow-up care related to the Emergency Medical Condition.

## **10.0 TERM AND TERMINATION**

- 10.1 This Agreement shall become effective on the later of the effective date set forth above or DHS's approval thereof, and shall continue in effect until termination of the HealthChoices MA Agreement. This Agreement shall renew upon the mutual consent of the parties and the renewal of the HealthChoices MA Agreement for a term consistent with the HealthChoices MA Agreement.
- 10.2 Either party may terminate this Agreement for cause by giving the other party and DHS 90 days written notice of a breach of this Agreement. Any such termination shall be effective on the date stated in the notice of termination unless the other party cures the breach prior to the expiration of the 90-day notice period. In the event the breach is cured to the reasonable satisfaction of the other party, the Agreement shall not be so terminated, and DHS shall be notified of the same.
- 10.3 This Agreement may also be terminated by mutual agreement of both parties with notice to DHS, and by either party upon 120 days advance written notice to the other party and DHS.

## **11.0 IMPLEMENTATION AND REVIEW OF AGREEMENT**

The parties will jointly develop an implementation plan for the coordination of covered services as described in this agreement and will appoint representatives who will meet regularly to carry out such plan. To assure the effectiveness of this Agreement and the services to be provided hereunder, the parties will review the Agreement on an annual basis, or more often if necessary.

## **12.0 DISPUTE RESOLUTION**

Any controversy, dispute, or disagreement arising out of or relating to the Agreement, or breach thereof, that cannot be resolved at the meetings described in Section 2.7 above, shall first be mediated, which shall be conducted in Lancaster County, Pennsylvania, in accordance with the American Health Lawyers' Association Alternative Dispute Resolution Service Rules of Procedure. In the event the parties cannot resolve their differences through mediation, the parties shall have the right to undertake proceedings in a court of proper jurisdiction. No regulatory order or requirement of DOH shall be subject to such mediation.

## **13.0 MISCELLANEOUS**

- 13.1 **Compliance with Federal and State Laws.** Throughout the term of this Agreement, it shall be each party's responsibility to maintain compliance with all state and federal laws and regulations that affect its respective operations and the furnishing of covered services under this Agreement.
- 13.2 **Assignment.** This Agreement shall not in any manner be assigned, delegated, or transferred by either party without the prior written consent of the other party,

provided, however, that UPMCFY may assign this Agreement to another party that controls, is controlled by, or is under common control with UPMCFY.

- 13.3 **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and if such notice relates to a modification to this Agreement or the MA product, it shall be sent by certified mail, return receipt requested, to the parties at the addresses set forth below, or personally delivered, delivered by facsimile, or regular or overnight mail. If mailed by regular mail, any such notice shall be deemed given on the fifth day following the date of mailing.

If to UPMCFY:

US Steel Tower  
600 Grant Street, 55<sup>th</sup> Floor  
Pittsburgh, PA 15219  
Attn: Legal Department

If to Lancaster County Children & Youth

150 N. Queen Street  
Suite 111  
Lancaster, PA 17603  
Attention: Crystal A. Natan

- 13.4 **Relationship of Parties.** The relationship between UPMCFY and Lancaster County Children & Youth is that of independent contractors and neither shall be considered an agent or representative of the other for any purpose.
- 13.5 **Non-Exclusivity.** Lancaster County Children & Youth may enter into independent contracts with any payor or participate in other organizations that have purposes identical or similar to the purposes of UPMCFY.
- 13.6 **No Third Party Beneficiaries.** This Agreement shall be construed to give rights and place obligations solely upon the parties to this Agreement.
- 13.7 **Section Headings.** The headings and captions in this Agreement are for ease of reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- 13.8 **Severability/Invalid Provisions.** The provisions of this Agreement are independent of and separate from each other. If any one provision is determined to be invalid or unenforceable, it shall not render any other provision invalid or unenforceable.
- 13.9 **Waiver/Compliance with Terms.** Waiver of any part of this Agreement shall not be considered a waiver of any other part of this Agreement. Failure to insist upon strict compliance with any terms of this Agreement (by way of waiver or breach) by

either party hereto shall not be deemed to be a continuous waiver in the event of any future breach or waiver of any condition hereunder.

13.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and all applicable federal laws.

13.11 **Inconsistencies.** In the event of any inconsistency between the provisions of this Agreement and the provisions of any MA Agreement or the RFP, or any exhibit thereto, the provisions of the HealthChoices MA Agreement or the RFP, respectively, shall govern.

13.12 **Entire Agreement and Amendments.** This Agreement, and all attachments and amendments hereto, constitute the entire understanding and agreement of the parties hereto and supersede any prior written or oral agreement pertaining to the subject matter hereof. This Agreement may be amended by the parties upon the written consent of both parties and DHS. In the event the parties are unable to agree to the content or the wording of an amendment, the proposed amendment and the facts related thereto shall be conveyed to DHS for guidance and direction on how to proceed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures to this Agreement as of the date written above.

**Lancaster County**

**UPMC for You, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness:

Witness:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Lancaster County Primary Contact:

UPMCFY Primary Contact

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

[County/Agency] Office

By: \_\_\_\_\_

Title: \_\_\_\_\_

Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department and Children and Youth Agency, to approve the following:

**Agreement with:**

CDW Government, LLC  
Vernon Hills, IL

**Purpose:**

To approve the purchase of 55 laptops for the Children and Youth Agency.

**Amount:**

\$92,125.00 (\$1,675.00 each).

**Funding:**

CYA Needs-Based Budget and IT Special Grant.  
COSTARS Cooperative Contract.

5/27/26



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

# QUOTE CONFIRMATION

### Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

**SOHAIL SAYEG,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PWNW224	5/12/2026	PWNW224	0347530	<b>\$92,125.00</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">DELL CTO PB14250 U5-236V 512 16 W11P</a>	55	9158284	\$1,675.00	\$92,125.00
Mfg. Part#: 3000201865251				
Contract: COSTARS 3 IT Hardware Contract GOV ONLY (COSTARS-003-E22-586)				

<b>SUBTOTAL</b>	\$92,125.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$92,125.00</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> COUNTY OF LANCASTER 150 N QUEEN ST STE 322 LANCASTER, PA 17603-1805 <b>Phone:</b> <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> COUNTY OF LANCASTER 150 N QUEEN ST STE 322 LANCASTER, PA 17603-1805 <b>Phone:</b> (717) <b>Shipping Method:</b> DROP SHIP-GROUND
<b>Please remit payments to:</b>	



## Sales Contact Info

**Fred Wills** | |

### Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Children and Youth Agency and/or the Office of Juvenile Probation, to approve the following for **Fiscal Year 2025-2026 and Fiscal Year 2026-2027**:

**Fiscal Year 2025-2026**

**Renewal**

<b><u>Agreements With:</u></b>	<b><u>For:</u></b>	<b><u>Amounts</u></b>	<b><u>% Increase/ Decrease</u></b>
Concilio	Foster/Kinship General (Ages 0-12)	\$68.63	
Philadelphia, PA	Foster/Kinship General (Ages 13 & over)	\$78.63	
	Foster/Kinship Treatment (Ages 0-12)	\$135.38	
	Foster/Kinship Treatment (Ages 13 & over)	\$145.38	
Justice Works Youth Care, Inc Pittsburgh, PA	<b>Amendment to increase contract max</b> WhyTry Program	\$55,000.00	+43.41%
Woods Services Langhorne, PA	<b>Amendment to add additional service</b> START (Short-Term Autism RTF) Room & Board	\$269.56	

**Fiscal Year 2026-2027**

**Renewal**

<b><u>Agreements With:</u></b>	<b><u>For:</u></b>	<b><u>Amounts</u></b>	<b><u>% Increase/ Decrease</u></b>
Adelphoi Services, Inc Latrobe, PA	FirstMatch Database Licensing (SAAS)	\$35,000.00	
	Model Management/Dashboards	\$8,000.00	
	Professional Service/Help Desk	\$2,000.00	
ADVOZ Lancaster, PA	Restorative Justice Victim-Offender Conferencing	\$36,693.00	
Avanco International, Inc Clifton, VA	CAPS AFCARS Upgrades	\$17,899.92	
	CAPS Annual Hosting Fee	\$92,855.44	+3.00%
	CAPS Consulting Agreement	\$30,000.00	
	CAPS CWIS Upgrades	\$22,143.21	
	HIPAA Business Associate Agreement		
Bethanna Southampton, PA	Family Foundations	\$506,978.00	
	Visitation Program	\$712,930.00	
Bethany Christian Services of Central PA Lancaster, PA	Homebuilders Program	\$528,000.00	

5/27/26

– Continued –

Child First Family Services Lancaster, PA	Supervised Visits	\$60.00/HR
	Therapeutic Supervised Visits	\$85.00/HR
	Intake	\$100.00
	Home Visits (0-30 miles)	\$30.00/Visit
	Home Visits (31-60 miles)	\$60.00/Visit
	Home Visits (61-90 miles)	\$90.00/Visit
	Home Inspections	\$75.00
	Report Writing/Agency Consultation	\$75.00/HR
	Review of Documentation	\$75.00/HR
	Team Meetings	\$75.00/HR
	Court Testimony	\$100.00/HR
	Co-Parenting Group (8 sessions)	\$350.00
	Co-Parenting Counseling	\$150.00/HR
	Anger Management Group	\$200.00
	Anger Management Assessment	\$150.00
	Discharge Summaries	\$100.00
	No Show Fee	\$25.00
Parking Fees		
COBYS Family Services Lancaster, PA	Kinship Support Program	\$42,441.00
	Parenting Wisely Parenting Program	\$51,016.00
	Seeking Safety Program	\$67,669.00
	Trust-Based Relational Intervention (TBRI)*	\$160,643.00
	*Combined with Incredible Years Program – no net increase	
Community Action Partnership of Lancaster County Lancaster, PA	Parents as Teachers	\$52,000.00
CSI Corporate Security and Investigations LLC Monaca, PA	Locate Services	\$110.00
	Safety Monitoring	\$110.00
	Transportation of Complex Youth	\$110.00
	Process Serve	\$110.00
Jaskot Consulting, LLC Marietta, PA	Bio-Psychosocial Evaluation-Direct Time	\$135.00/HR
	Bio-Psychosocial Eval with D&A-Direct Time	\$135.00/HR
	Eval Write Up, Prep, Survey, Travel, and Consultation	\$75.00/HR
	Bonding Assessments - Direct Time	\$155.00/HR
	Court Appearance/Testimony	\$155.00/HR

Jaskot Consulting, LLC Marietta, PA	Court Testimony- Late Cancellation Fee	\$310.00/HR
	Parenting Assessments	\$135.00/HR
	Client Late Cancellation 24 Hours or Less/ No Show Fee	\$150.00/HR
	Staff Training & Development - Direct Time	\$135.00/HR
	Staff Training Prep Time	\$75.00/HR
	Justice Works Youth Care, Inc Pittsburgh, PA	JustCare
	STOPP	\$97.66/HR
	VIP (Violation Initiative Program)	\$91.56/HR
	WhyTry Truancy	\$91.56/HR
	Ancillary Service Fee - 25%	\$91.56/HR
	Successful FGDM Conference	\$3,000.00
	Successful FGDM Referral	\$1,000.00
	Unsuccessful FGDM Referral	\$250.00
	Triple P Positive Parenting Program	\$98.42/HR
Lancaster General Hospital Lancaster, PA	Children's Alliance	\$137,114.00
	Joining Forces for Children	\$175,128.00
	Plans of Safe Care	\$83,748.00
	Healthy Beginnings Plus/ STEPS Program	\$426,754.00

**NEW**

**Agreement With:**

Bench Mark Program Lancaster, PA	Women's Assembly Program	\$77,223.00
-------------------------------------	--------------------------	-------------

**NOTE:** All agreements are 16% County funding, 56% State funding, and 28% Federal funding except for the following:

- Justice Works – WhyTry: 10% County/90% State
- Bethany Christian Services - Homebuilders Program: 4% County/84% State/12% Federal
- COBYS – Seeking Safety and TBRI: 5% County/95% State
- Community Action Partnership – Parents as Teachers: 4% County/88% State/8% Federal
- JusticeWorks – FGDM: 5% County/95% State
- JusticeWorks – Triple P: 2% County/48% State/50% Federal
- Lancaster General Hospital – Plans of Safe Care: 100% Federal
- Lancaster General Hospital – Healthy Beginnings/STEPS: 10% County/90% State

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Office of Juvenile Probation, to approve the following:

**Grant Award With:**

Juvenile Court Judges' Commission  
Harrisburg, PA

**Purpose:**

To recognize grant funds that will be used to support the costs of maintaining and improving general juvenile probation services with funding being applied to probation officers' salaries and some operational expenses for the implementation of evidence-based practices and models.

**Amount/Term:**

\$659,433.00 for the period July 1, 2025 through June 30, 2026.

**Funding:**

100% State funding.

5/27/26

JCJC JUVENILE PROBATION SERVICES GRANT  
AWARD NOTIFICATION/INVOICE

Contract Period: <p style="text-align: center;">July 1, 2025 – June 30, 2026</p>	FC# 4100101059  Invoice # G-25-26-36  Grant Period: JULY 1, 2025 - JUNE 30, 2026  Amount: \$659,433.00
Grantee: LANCASTER COUNTY  Grantee Vendor ID# 139096	

Payable To:  LANCASTER COUNTY COMMISSIONERS 150 NORTH QUEEN ST. SUITE 710 LANCASTER, PA 17603-3562	For the preferred e-mail option, send signed invoice to <a href="mailto:69183@pa.gov">69183@pa.gov</a>  Or mail to: Juvenile Court Judges' Commission, 81JCJC PO Box 69183 Harrisburg, PA 17106
---	---

Approved by the undersigned county officials: <div style="display: flex; justify-content: space-between; align-items: center;"> <span>5-13-26</span> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <span>Judge</span> <span>Date</span> </div> <hr/> <div style="display: flex; justify-content: space-between; align-items: center;"> <span>Chairman/County Executive</span> <span>Date</span> </div> <div style="display: flex; justify-content: space-between; align-items: center;"> <span>5-12-26</span> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <span>Chief Juvenile Probation Officer</span> <span>Date</span> </div>	Approved by  Juvenile Court Judges' Commission:  <hr/> <div style="display: flex; justify-content: space-between;"> <span>Robert J. Tomassini, Executive Director</span> <span>Date</span> </div>
---	---

PROGRAM		TOTAL AMOUNT
<b>Juvenile Probation Services</b>		<b>\$659,433.00</b>

Account Code:					Amount:
Business Area	General Ledger Account	Fund	Cost Center	Earmarked Funds Number	
81	6600400	1100500000	8131310000	4100101059	\$659,433.00

Fund Identification Clause:  
100% State Funds: the funding for this Contract/Grant is 100% State, awarded from Improvement of Juvenile Probation Services Appropriation.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed to approve a letter of support for the Center for Traffic Safety's grant application to the Pennsylvania Department of Transportation for the Fiscal Year 2027 Community Traffic Safety Project, an application being submitted on behalf of the York County Board of Commissioners. If the grant is awarded, there is no financial obligation to the County of Lancaster. The Center for Traffic Safety provides data on motor-vehicle crashes and collaborates with community leaders on programs that help prevent traffic crashes and fatalities.

5/27/26

May 27, 2026

Mrs. Christy Timbrell  
Manager, Outreach Programs  
Pennsylvania Department of Transportation  
Bureau of Operations  
Highway Safety & Traffic Operations Division  
400 North Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17120

Dear Mrs. Timbrell,

The County of Lancaster is pleased to support the Center for Traffic Safety's grant application on behalf of the York County Board of Commissioners, for the Federal Fiscal Year 2027 Community Traffic Safety Project agreement.

We have reviewed the documents provided by the Center for Traffic Safety and we support its proposed activities. We encourage the Center to assist the Lancaster County Metropolitan Planning Organization in implementing the 2025 Lancaster County Traffic Safety Action Plan by funding and supporting additional speed enforcement activities on the High Injury Network. This letter serves to document our active voice in the initiation, development, and pending implementation of the activities intended to advance the prevention of motor vehicle crashes within Lancaster County.

We understand that the York County Board of Commissioners and the Center for Traffic Safety will take responsibility to lead and administer the grant agreement and look forward to working with them to promote traffic safety in our community.

Sincerely,

---

Ray D'Agostino, Chairman

---

Joshua G. Parsons, Vice Chairman

---

Alice Yoder, Commissioner



## ABOUT US

*The Center for Traffic Safety was established in 1986 with just an 18-month federal grant and one task: to increase seat belt usage rates throughout the region. Thirty-seven years later, it still receives that funding, but the task and the traffic safety focus areas have expanded substantially.*

Although located in York County, the Center for Traffic Safety also serves Adams, Lancaster, and Lebanon Counties. The Center operates using federal highway safety grants provided by the National Highway Traffic Safety Administration (NHTSA) and administered by the Pennsylvania Department of Transportation (PennDOT). The County of York serves as the single-county authority and local administrator of the federal funding stream, covering all associated costs, which are then reimbursed by PennDOT.

Program goals and work plans are data-driven. Crash, injury, and fatality data are provided by NHTSA and PennDOT. Following evaluation of current data and five-year trend sets, priority concerns are identified on a county-by-county basis. Once a problem is identified, available resources are directed toward addressing the specific crash variable(s), such as driver age, crash type, or driver behavior. Strategies include heightened awareness campaigns, targeted demographic training, high-visibility law enforcement mobilizations, or a combination of these approaches.

The Center collaborates with advisory bodies within each county to develop and implement community traffic safety programming, which includes, but is not limited to: aggressive driving/speeding; occupant protection; seat belt and child passenger safety; distracted driving; motorcycle and bicycle safety; commercial vehicle safety; pedestrian safety; school bus safety; teen driver safety; mature driver safety; impaired driving; and underage drinking prevention.

In addition to providing technical support to local governments, school districts, police departments, health care providers, business and industry partners, and volunteer and civic organizations, the Center serves as a clearinghouse for audio-visual and written educational materials. Staff are well trained and qualified to present on all areas of traffic safety.

The Center receives and administers three federal funding streams. The Comprehensive Traffic Safety Project (CTSP) supports general operating costs, including employee salaries and benefits, office supplies, equipment, liability insurance, program development materials, and staff and associate training. Police Traffic Services (PTS) is a municipal law enforcement grant that underwrites overtime enforcement across four funding silos allocated based on jurisdictional crash data: Aggressive Driving, Impaired Driving (DUI), Occupant Protection, and Pedestrian Safety. The Drug Recognition Expert (DRE) Evaluation Reimbursement program is a statewide initiative that reimburses municipal law enforcement agencies when a DRE conducts a specialized evaluation on a driver suspected of impairment by drugs other than, or in addition to, alcohol.

Additional annual funding administered by the Center includes the State Farm® Community Grant, which promotes safe driving across all demographics and focus areas, and the Pennsylvania Department of Drug and Alcohol Programs Prevention Services Grant, which primarily supports impaired driving reduction and underage drinking prevention.

Due to multiple funding streams and federal funding guidelines, all services, programs, and materials offered by the Center for Traffic Safety are provided free of charge.

Find us on:



# **AWARDS**

## **The National Association of Counties' Certificates of Achievement for**

Safe Driving Competitions for Youth  
Motorcycle Safety & Awareness  
DUI/Speed Enforcement  
Model DUI Highway Safety Program

## **Pennsylvania Commission on Crime and Delinquency**

Pennsylvania Crime Prevention Programming

## **Governor's Highway Safety Awards**

Safety Education

## **National Highway Traffic Safety Administration**

Highway Safety Award for Excellence

## **Motorcycle Safety Foundation Award**

The Nation's Best Community Awareness Program

## **National Commission Against Drunk Driving**

Education & Education Prevention

## **Pennsylvania Association of Mutual Insurance Companies**

Gold Insurance Partnership Award for Community Programs

## **National Commission Against Drunk Driving**

Commendation Award for DUI Education and Prevention Efforts

## **MADD Pennsylvania**

Impaired Driving Program Development

## **Pennsylvania DUI Association**

Pennsylvania DRE Award of Excellence

# OUR PARTNERS

AAA Central Penn  
AAA National Federation  
AAA Baseball, Clipper Magazine Stadium, Lancaster  
Barnstormers  
AAA Baseball, WellSpan Stadium, York Revolution  
AARP  
Action Moto-Sports  
Adams County Area Agency on Aging  
Adams County Board of Commissioners  
Adams County Planning Department  
Adams County Chiefs of Police Association  
Adams County Victim Witness Assistance Program  
Battlefield Leather  
Center for Youth and Community Development  
Child Death Review Board, Adams County  
Child Death Review Board, Lancaster County  
Child Death Review Board, Lebanon County  
Child Death Review Board, York County  
Child Passenger Safety Team, South Central PA  
Child Passenger Safety Team, Lancaster County  
Child Passenger Safety Team, Lebanon County  
Child Passenger Safety Team, York County  
Child Protect Clinic  
Children's Hospital of Philadelphia  
Children's Miracle Network  
Codus State Park, Ranger's Office  
Comcast-Xfinity-Effectv  
Commercial Vehicle Safety Alliance  
Common Wheel, The  
Commuter Services of Pennsylvania  
Compass Mark  
DUI Council of Lancaster County  
Durham School Services  
ELECT Program  
Garden Spot Fire and Rescue  
GIANT Food Stores  
Glatfelter Insurance Group  
Head Start, Adams County  
Head Start, Lancaster/Lebanon County  
Head Start, York County  
Health Bureau, City of York County  
Health Bureau, Lancaster County  
Intermediate Unit 13, Lancaster/Lebanon County  
Intermediate Unit 12, Adams/York County  
Lamar Advertising  
Lancaster Barnstormers/Clipper Magazine Stadium  
Lancaster City Department of Public Works  
District Attorney's Office of Adams County  
District Attorney's Office of Lancaster County  
District Attorney's Office of York County  
Kain Memorial Committee  
Lancaster County Office of Aging  
Lancaster County Board of Commissioners  
Lancaster County Chiefs of Police Association  
Lancaster County Planning Commission  
Lancaster County Drug & Alcohol Commission  
Lancaster County Public Safety Training Center

Leaders of Future Generations  
Lebanon County Office of Aging  
Lebanon County Board of Commissioners  
Lebanon County Chiefs of Police Association  
Lebanon County Department of Planning  
Lester Summer's Trucking  
Live Free. Ride Alive.  
MADD Pennsylvania  
Moto Tech  
Municipal Law Enforcement Agencies  
National Highway Traffic Safety Administration  
Northwest Lancaster River Trail  
Park City Center  
Penn State Health, Hershey Medical  
Pennsylvania Department of D & A Programs  
Pennsylvania Department of Health  
Pennsylvania Department of Transportation  
Pennsylvania DUI Association  
Pennsylvania Liquor Control Board  
Pennsylvania Motor Truck Association  
Pennsylvania SADD  
Pennsylvania State Police  
Pennsylvania State Senator Kristen Philips-Hill  
Pennsylvania State Senator Scott Martin  
Pennsylvania State Senator Doug Mastriano  
Pennsylvania State Representative Seth Grove  
Pennsylvania State Representative Kate Klunk  
Pennsylvania State Representative Russ Diamond  
Pennsylvania State Representative Dan Moul  
Pennsylvania Turnpike  
Rabbittransit™  
Safe Kids PA, South Central PA  
Save Our Seniors (SOS) Network  
School Resource Officers  
Sheetz Inc.  
Solvit Academy  
South Central PA Chiefs of Police Association  
Southeastern Adams Volunteer EMS  
State Farm®  
Student Assistance Program Advisors  
Teens in the Driver Seat  
Texas Roadhouse  
Unique Cycle Supplies  
Veterans Affairs, York County Office  
Wakefield Emergency Medical Services  
York Area Agency on Aging  
York Area Metropolitan Planning Organization  
York Area Highway Safety Council (YAHSC)  
YAHSC Mature Driver Task Force  
YAHSC Teen Driver Safety Committee  
York County Board of Commissioners  
York County Area Agency on Aging  
York County Chiefs of Police Association  
York County Heritage Rail Trail  
York County Planning Commission  
York County Transportation Committee  
YWCA, Human Trafficking Training Division

## MEET THE STAFF

### **Barbara Zortman, Director**

Barb has been in the field of traffic safety for over 30 years, having served as a traffic safety specialist at the Center for Traffic Safety for 20 years, and also working for three years at the state level as a program coordinator for the Pennsylvania DUI Association. She was appointed by the York County Commissioners and the Pennsylvania Department of Transportation to take over the director's position in June 2016, when the previous director retired.

### **Melissa Sweitzer, Traffic Safety Specialist**

Prior to joining our staff, Missy worked as the Human Resources Officer for Brown's Orchard in Loganville, York County. She serves the counties of Adams and York.

### **Danielle Horan, Traffic Safety Specialist**

Danielle has a bachelor degree in elementary education, with a minor in psychology and Spanish. Prior to joining our staff, Danielle was a member of the faculty at Red Lion Christian School and Wrightsville Elementary in York County. She serves the counties of Lancaster and Lebanon.

### **Gladys Appel, Administrative Assistant**

Prior to coming to work for the Center, Gladys had extensive experience in management and bookkeeping. Gladys serves as the Center's part-time secretary, receptionist, and office manager.

Find us on:





# **ANNUAL REPORT**

**FFY2025**

October 1, 2024 – September 30, 2025

## **Community Traffic Safety Project**

Adams • Lancaster • Lebanon • York



Prepared by:  
Gladys Appel  
Danielle Horan  
Missy Sweitzer  
Barbara Zortman

# Outcomes

Since we’re all naturally curious to see how the story ends, we’re starting this report at the finish line and then we’ll fill you in on a few of the highlights during the journey that got us here. Below is FFY2025 at a glance:

The conclusion of FFY2025 marks the end of the second year in our three-year grant cycle. As we moved through the grant closure process and prepared this annual report, we not only assembled a full year of activity into a concise summary but also took the opportunity to reflect on our progress. This reflection allows us to assess where we were excelling and to identify areas where we may need to adjust or redirect our efforts moving forward.

<b>Center for Traffic Safety</b> Annual Report - Quarterly Activity Analysis FFY2025 October 1, 2024 - September 30, 2025												
COUNTY	Projected # of Activities	ACTIVITIES CONDUCTED				TOTAL ACTIVITIES	Activities Remaining	CONTACTS MADE				TOTAL CONTACTS
		Q1	Q2	Q3	Q4			Q1	Q2	Q3	Q4	
Adams	528	93	104	78	284	558	-30	242,549	196,872	282,831	132,789	855,041
Lancaster	1,018	1,024	137	111	236	1,508	-490	313,137	198,030	846,200	133,016	1,490,383
Lebanon	565	308	56	77	72	513	52	243,172	196,577	291,665	132,514	863,928
York	912	170	144	161	794	1,269	-357	306,945	222,758	538,352	395,446	1,463,501
<b>TOTALS</b>	<b>3,023</b>	<b>1,595</b>	<b>441</b>	<b>427</b>	<b>1,386</b>	<b>3,848</b>	<b>-825</b>	<b>1,105,803</b>	<b>814,237</b>	<b>1,959,048</b>	<b>793,765</b>	<b>4,672,853</b>

Overall, we significantly exceeded our FFY2025 projected activity total, completing 3,848 activities – 127% of our annual goal of 3,023. Through these efforts, more than 4.6 million residents across Adams, Lancaster, Lebanon, and York Counties were exposed to our safety messages. This impact was made possible by a small but dedicated team: a full-time director, two county coordinators, and a part-time administrative assistant. And, as highlighted in the “Building Alliances” section of this report, we didn’t do it alone—we were supported by an incredible network of partners and stakeholders who boosted our reach and helped turn plans into action.

We achieved over 100% of our projected activities in three of the four counties we serve: Adams (105%), Lancaster (147%), and York (139%). In Lebanon County, however, we reached only 90% of our proposed target. This shortfall was identified mid-grant year and prompted a process of ongoing monitoring and evaluation.

Importantly, our review concluded that this gap did not reflect a breakdown in service delivery, but rather an overestimation was made during the grant proposal phase. Historically, our office maintained strong collaboration with law enforcement agencies in Lebanon County. However, this engagement declined significantly in recent years following the implementation of a Police Traffic Services (PTS) grant within the county. While we continue to serve as Lebanon County’s Community Traffic Safety Program (CTSP), we do not administer its PTS grant – that was awarded to the office that had long held the county’s Impaired Driving (sobriety checkpoint) grant. Services we normally would have provided Lebanon County through its law enforcement community are now provided by its PTS grant administrator.

Had this shift been fully accounted for during the grant planning stage, we would have omitted specific “Activity Identifiers” tied directly to law enforcement outreach and engagement. We are confident that, had we adjusted our projections accordingly, Lebanon County would have also met – or likely exceeded – 100% of its service delivery.

*Now, back to the beginning...*

# Problem Identification: THEN

The journey to building our three-year grant began in April 2023. We gathered critical data and developed budget projections designed to carry us from October 1, 2023, through September 30, 2026. Planning that far ahead is never easy – there’s always uncertainty when looking three years into the future. But with careful analysis and the information available to us at the time, we laid a foundation we believed could support our goals.

To construct our activity plan, we began by examining crash data provided through PennDOT’s Proposal Builder Tool. This tool streamlined the process, helping us clearly identify which safety focus areas demanded the most attention. Rather than taking a one-size-fits-all approach, we conducted this analysis separately for each of our four counties. This allowed us to tailor strategies to the specific needs and patterns in each area, ensuring our interventions would be both targeted and effective.

The result of that research is in the table below. The color-coding directs our attention to individual focus areas and indicates where each of them stands on the risk spectrum.

<b>CENTER FOR TRAFFIC SAFETY</b> <b>TOP SEVEN SAFETY FOCUS AREAS</b> Based on PennDOT Proposal Builder Tool 2018-2022			
<b>ADAMS</b>	<b>LANCASTER</b>	<b>LEBANON</b>	<b>YORK</b>
Aggressive Driving/Speeding	Aggressive Driving/Speeding	Aggressive Driving/Speeding	Aggressive Driving/Speeding
Seat Belts	Impaired Driving	Mature Driver	Impaired Driving
Impaired Driving	Seat Belts	Commercial Motor Vehicle	Seat Belts
Mature Driver	Mature Driver	Seat Belts	Mature Driver
Teen Driver	Commercial Motor Vehicle	Impaired Driving	Commercial Motor Vehicle
Motorcycle Safety	Teen Driver	Motorcycle Safety	Motorcycle Safety
Pedestrian Safety	Motorcycle Safety	Pedestrian Safety	Pedestrian Safety
<b>REMAINING FOCUS AREAS</b>			
Commercial Motor Vehicle	Pedestrian Safety	Teen Driver	Teen Driver
Distracted Driving	Distracted Driving	Distracted Driving	Distracted Driving
Child Passenger Safety	Bicycle Safety	Child Passenger Safety	Child Passenger Safety
Work Zone	Child Passenger Safety	Bicycle Safety	Work Zone
Bicycle Safety	Work Zone	Work Zone	Bicycle Safety

This was a launching point. With county-specific data in hand, we were able to move beyond general assumptions and begin developing focused strategies aligned with each region’s unique challenges. From there, we identified evidence-based interventions, prioritized high-need areas, evaluated our current strategies, and began aligning our goals with the broader objectives of the grant. The data didn't just inform our planning it grounded it, ensuring that every proposed activity had a clear, measurable purpose.

# Problem Identification: NOW

Fast forward to 2025. We reviewed the updated Proposal Builder Report to take stock of our program’s strengths and weaknesses. This step offered a valuable moment of reflection, acknowledging the progress made so far while thoughtfully planning for the work still ahead. It’s a continuous cycle of learning and adapting that helps keep our efforts focused and effective.

The order within the spectrum has shifted slightly, a natural outcome as conditions evolve and interventions take effect.

By placing both tables side by side, it becomes immediately clear which safety focus areas have shifted – whether they’ve improved, worsened, or held steady. This simple comparison provides powerful insight – it allows us to make informed adjustments: in some cases, continuing as planned, and in others, reallocating our efforts to address safety focus areas that have since moved up in priority, ensuring that our strategies remain responsive and relevant.

<b>CENTER FOR TRAFFIC SAFETY</b> <b>TOP SEVEN SAFETY FOCUS AREAS</b> Based on PennDOT Proposal Builder Report 2020-2024			
<b>ADAMS</b>	<b>LANCASTER</b>	<b>LEBANON</b>	<b>YORK</b>
Aggressive Driving/Speeding	Aggressive Driving/Speeding	Aggressive Driving/Speeding	Aggressive Driving/Speeding
Impaired Driving	Impaired Driving	Commercial Motor Vehicle	Impaired Driving
Mature Driver	Mature Driver	Mature Driver	Seat Belts
Seat Belts	Seat Belts	Impaired Driving (tied)	Mature Driver
Motorcycle	Motorcycle	Seat Belts (tied)	Motorcycle
Commercial Motor Vehicle	Commercial Motor Vehicle	Motorcycle	Commercial Motor Vehicle
Teen Driver	Teen Driver	Teen Driver	Pedestrian Safety
<b>REMAINING FOCUS AREAS</b>			
Commercial Motor Vehicle	Pedestrian Safety	Teen Driver	Teen Driver
Distracted Driving	Distracted Driving	Distracted Driving	Distracted Driving
Child Passenger Safety	Bicycle Safety	Child Passenger Safety	Child Passenger Safety
Work Zone	Child Passenger Safety	Bicycle Safety	Work Zone
Bicycle Safety	Work Zone	Work Zone	Bicycle Safety

# Community Engagement Plan

The majority of program highlights can be found in our quarterly reports. While all of our activities are valuable and have yielded remarkable outcomes, for purposes of this narrative, we will feature our Community Engagement Plan.

Community engagement is defined as the collaborative effort to connect with individuals or groups within a community. It encompasses various activities aimed at fostering communication, partnership, and participation among community members. We held roundtable meetings throughout the year with our various collaborators and community mobilizers. This engagement is crucial for building trust, addressing collective challenges, and creating sustainable outcomes.

In 2015, while presenting at TEDx Talk, Gretchen Krampf, an organizational/leadership consultant asked her audience this question: *“In these times of global challenges, how do we meet the needs of individuals, families, and local communities while nurturing a sense of belonging, a capacity for resilience and the ability to thrive?”*

It’s a great question, and one that helps us move beyond simply reaching out to our community to truly becoming a community—one where every person feels seen, valued, and included in shaping our shared future.

One of the more persistent challenges we faced as we moved forward with deeper community engagement was building a meaningful bridge to our bilingual and Spanish-speaking community members. Because our office currently operates primarily in English, this has at times unintentionally created barriers to access, communication, and full participation. Recognizing this gap, we’ve explored strategies to make our outreach and programming more linguistically inclusive, such as bilingual materials, interpretation services, and stronger partnerships with Spanish-speaking community leaders and organizations.

Our initial action was to translate our existing inventory of educational materials into Spanish—a natural and necessary first step, given that all four counties we serve have growing Hispanic and Latino populations. However, we recognize that language access alone does not guarantee engagement. Building genuine relationships requires culturally responsive outreach, partnerships with trusted community organizations, and opportunities for dialogue that ensure our bilingual residents feel seen, heard, and represented.

Because we have encountered multiple community members whose first language is neither English nor Spanish, i.e. Somali, Egyptian Arabic, Syrian Arabic, we had to solve the problem of breaking through all language barriers. To address this, we developed educational materials that rely more on clear, culturally sensitive illustrations than on text. This visual approach ensures that, regardless of the language spoken, our message remains accessible and easily understood by everyone in the community.

The majority of these outreach efforts primarily impacted younger demographics – kindergarten through high school. Those age groups represent our target audience for the special funding we received to advance two safety focus areas: Bicycle Safety and Child Passenger Safety. Central to the success of both programs was the reliance on strong community connections and local events to effectively reach our target demographics.

The Bicycle Helmet Distribution Initiative and the Child Safety Seat Initiative together offer an invaluable platform to foster lifelong safe transportation habits among children, whether they are passengers in motor vehicles or young bicyclists navigating their communities.

As we engage with children, we fully expect a “trickle-up” effect, helping to educate the adults in their lives as well.

Over the course of the year, we maintained a detailed ledger documenting the distribution of helmets and child safety seats. Data entered into this ledger was sourced from intake forms completed by each recipient.

The following pages contain snapshots of the ledgers.

# Bicycle Helmet Distribution Initiative

DATE	COUNTY	DISTRIBUTION SITE	HELMET SIZE					GENDER				AGE	SCHOOL	GRADE	ETHNICITY							ZIP CODE	Instructions		
			T	S	M	L	XL	M	F	O	NA				Blk/AA	Hisp/Lat	Asian	Wht	NH/PI	AI/NA	Other		Yes	No	
2-Aug	Adams	Gettysburg Rec Park	1					1				2	n/a	n/a					1				17340	x	
2-Aug	Adams	Gettysburg Rec Park		1					1			4	n/a	n/a					1				17340	x	
2-Aug	Adams	Gettysburg Rec Park		1						1		5	Biglerville Elementary					1				17307	x		
2-Aug	Adams	Gettysburg Rec Park		1							1	6	Biglerville Elementary	k			1					17307	x		
2-Aug	Adams	Gettysburg Rec Park		1							1	4	n/a	n/a					1				17325	x	
2-Aug	Adams	Gettysburg Rec Park		1							1	7	Fairfield Elementary	2				1				17320	x		
2-Aug	Adams	Gettysburg Rec Park			1						1	9	Franklin Township Elementary	3				1				17310	x		
2-Aug	Adams	Gettysburg Rec Park			1						1	5	Fairfield Elementary								1	17320	x		
2-Aug	Adams	Gettysburg Rec Park			1						1	8	Franklin Township Elementary	2				1				17310	x		
2-Aug	Adams	Gettysburg Rec Park			1						1	6	Biglerville Elementary	k				1				17307	x		
2-Aug	Adams	Gettysburg Rec Park			1						1	8	Biglerville Elementary	2	1							17307	x		
2-Aug	Adams	Gettysburg Rec Park				1					1	9	Biglerville Elementary	3	1							17307	x		
2-Aug	Adams	Gettysburg Rec Park				1					1	9	Fairfield Elementary	3			1					17320	x		
2-Aug	Adams	Gettysburg Rec Park				1					1	8	Fairfield Elementary	2	1							17320	x		
2-Aug	Adams	Gettysburg Rec Park				1					1	10	Franklin Township Elementary	4				1				17307	x		
2-Aug	Adams	Gettysburg Rec Park						1	1			17	Gettysburg Area High School	10				1				17325	x		
												AVG AGE													
ADAMS COUNTY TOTALS			1	5	5	4	1				9	7	0	0	7		3	2	0	10	0	0	1		
			16																						

DATE	COUNTY	DISTRIBUTION SITE	HELMET SIZE					GENDER				AGE	SCHOOL	GRADE	ETHNICITY							ZIP CODE	Instructions			
			T	S	M	L	XL	M	F	O	NA				Blk/AA	Hisp/Lat	Asian	Wht	NH/PI	AI/NA	Other		Yes	No		
15-Oct	Lancaster	2211 Middlegreen Ct Lancaster	1							1			2	n/a	n/a					1				17601	x	
10-May	Lancaster	Open Streets	1							1		1	n/a	n/a	1									17601	x	
10-May	Lancaster	Open Streets		1						1		3	n/a	n/a				1						17601	x	
10-May	Lancaster	Open Streets		1						1		4	n/a	n/a				1						17601	x	
10-May	Lancaster	Open Streets			1					1		3	n/a	n/a	1									17601	x	
10-May	Lancaster	Open Streets			1					1		5	Centerville Elementary					1						17601	x	
10-May	Lancaster	Open Streets				1				1		10	Landis Run Elementary	4				1						17601	x	
10-May	Lancaster	Open Streets					1	1				13	Manheim Township MS	7						1				17601	x	
14-May	Lancaster	Common Wheel	1									2	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel	1									1	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel		1								4	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel		1								5	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel		1								5	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel		1								2	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel			1							3	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel			1							6	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel				1						10	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel				1						9	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel				1						11	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel				1						9	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel				1						7	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel				1						7	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel				1						8	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel				1						0	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel				1						13	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel				1						12	n/a	n/a										17601	x	
14-May	Lancaster	Common Wheel						1					n/a	n/a										17601	x	
												AVG AGE														
LANCASTER COUNTY TOTALS			3	7	7	10	2				5	3	0	0	6		2	2	0	3	0	1	0			
			29																							

DATE	COUNTY	DISTRIBUTION SITE	HELMET SIZE					GENDER				AGE	SCHOOL	GRADE	ETHNICITY							ZIP CODE	Instructions			
			T	S	M	L	XL	M	F	O	NA				Blk/AA	Hisp/Lat	Asian	Wht	NH/PI	AI/NA	Other		Yes	No		
20-Aug	Lebanon	Mentor Mother Fall Fest	1							1			1	n/a	n/a				1					17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest	1							1			3	n/a	n/a				1					17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest	1							1			3	n/a	n/a	1								17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest		1						1			5	Cornwall Elementary					1					17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest		1						1			4	n/a	n/a				1					17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest		1						1			5	South Lebanon Elementary				1						17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest		1						1			7	Ebenezer Elementary	1	1								17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest		1						1			4	n/a	n/a	1								17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest		1						1			4	n/a	n/a	1								17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			9	Cornwall Elementary	3				1					17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			7	Ebenezer Elementary	1						1			17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			8	Union Canal Elementary	2				1					17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			5	Cornwall Elementary						1				17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			6	Union Canal Elementary	k						1			17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			10	Union Canal Elementary	2	1								17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			10	Cornwall Elementary	4									17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			9	Cornwall Elementary	3									17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			13	Cedar Crest Middle School	7				1					17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			8	Cornwall Elementary	2				1					17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			8	Cornwall Elementary	2	1								17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			9	Union Canal Elementary	3	1								17046	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			7	Southwest Elementary	1				1					17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			5	Southwest Elementary				1						17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			12	Lebanon Intermediate	6	1								17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			10	Lebanon Intermediate	5						1			17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			16	Lebanon High School	11				1					17042	x	
20-Aug	Lebanon	Mentor Mother Fall Fest			1					1			12	Lebanon Intermediate	6	1								17042	x	
												AVG AGE														
LEBANON COUNTY TOTALS			3	6	7	10	2				18	10	0	0	5		9	5	2	7	0	3	0			
			28																							

DATE	COUNTY	DISTRIBUTION SITE	HELMET SIZE					GENDER			AGE	SCHOOL	GRADE	ETHNICITY							ZIP CODE	Instructions		
			T	S	M	L	XL	M	F	O				NA	Blk/AA	Hisp/Lat	Asian	Wht	NH/PI	AI/NA		Other	Yes	No
21-May	York	Wrightsville May Day	1					1			4	Wrightsville Elementary		1							17368	x		
21-May	York	Wrightsville May Day	1					1			3	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day	1						1		4	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day	1						1		2	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day		1					1		4	Wrightsville Elementary			1						17368	x		
21-May	York	Wrightsville May Day		1					1		5	Wrightsville Elementary									17368	x		
21-May	York	Wrightsville May Day		1					1		6	Wrightsville Elementary		1							17368	x		
21-May	York	Wrightsville May Day		1					1		4	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day		1					1		6	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day		1					1		6	Wrightsville Elementary			1						17368	x		
21-May	York	Wrightsville May Day		1					1		5	Wrightsville Elementary		1							17368	x		
21-May	York	Wrightsville May Day			1				1		8	Wrightsville Elementary		1							17368	x		
21-May	York	Wrightsville May Day			1				1		9	Wrightsville Elementary			1						17368	x		
21-May	York	Wrightsville May Day			1				1		7	Wrightsville Elementary		1							17368	x		
21-May	York	Wrightsville May Day			1				1		8	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day			1				1		7	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day			1				1		7	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day			1				1		5	Wrightsville Elementary								1	17368	x		
21-May	York	Wrightsville May Day			1				1		9	Wrightsville Elementary								1	17368	x		
21-May	York	Wrightsville May Day			1				1		8	Wrightsville Elementary								1	17368	x		
21-May	York	Wrightsville May Day				1			1		9	Wrightsville Elementary				1					17368	x		
21-May	York	Wrightsville May Day				1			1		11	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day				1			1		9	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day				1			1		8	Wrightsville Elementary		1							17368	x		
21-May	York	Wrightsville May Day				1			1		7	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day				1			1		10	Wrightsville Elementary			1						17368	x		
21-May	York	Wrightsville May Day				1			1		9	Wrightsville Elementary		1							17368	x		
21-May	York	Wrightsville May Day				1			1		11	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day				1			1		8	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day				1			1		9	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day				1			1		11	Wrightsville Elementary								1	17368	x		
21-May	York	Wrightsville May Day				1			1		12	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day				1			1		12	Wrightsville Elementary					1				17368	x		
21-May	York	Wrightsville May Day				1			1		14	Wrightsville Elementary					1				17368	x		
											<b>AVG AGE</b>													
<b>YORK COUNTY TOTALS</b>			<b>4</b>	<b>7</b>	<b>9</b>	<b>15</b>	<b>2</b>	<b>20</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>8</b>			<b>6</b>	<b>6</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>4</b>			
			<b>37</b>																					

## Child Safety Seat Distribution Initiative

DATE	COUNTY	DISTRIBUTION SITE	TYPE OF CAR SEAT					GENDER			AGE	SCHOOL	GRADE	ETHNICITY							Zip	Instructions		
			RFO	Conv	Combo	HBB	NBB	M	F	Unborn				Blk/AA	Hisp/Lat	Asian	Wht	NH/PI	AI/NA	Other		Yes	No	
10/15/2024	Lancaster	CVS Lancaster		1						1		2	n/a		n/a		1					17601	x	
10/15/2024	Lancaster	CVS Lancaster		1						1		2	n/a		n/a		1					17601	x	
10/15/2024	Lancaster	CVS Lancaster			1					1		4	IU13		n/a		1					17601	x	
10/15/2024	Lancaster	CVS Lancaster				1				1		4	IU13		n/a		1					17601	x	
10/15/2024	Lancaster	CVS Lancaster				1				1		7	Northwest Elementary		2		1					17601	x	
12/6/2024	Lebanon	Lebanon Family First, WIC		1						1		3	n/a		n/a					1	17046	x		
12/6/2024	Lebanon	Lebanon Family First, WIC		1						1		5	n/a		n/a					1	17046	x		
12/30/2024	York	Residence	1							1	1	unborn	n/a		n/a		1				17406	x		
12/30/2024	York	Residence		1						1		2	n/a		n/a	1					17406	x		
2/14/2025	York	Center for Traffic Safety		1						1		8 mo	n/a		n/a				1		17602	x		
3/20/2025	York	Red Lion residence	1							1		9 mo	n/a		n/a						17356	x		
3/20/2025	York	Red Lion residence			1					1		3	n/a		n/a				1		17356	x		
3/31/2025	York	Hanover residence		1						1		8 mo	n/a		n/a				1		17331	x		
4/10/2025	York	Center for Traffic Safety		1						1		18 mo	n/a		n/a				1		17322	x		
4/28/2025	York	Center for Traffic Safety					1			1		6	1		K	1					17401	x		
5/8/2025	Lebanon	Lebanon Family First, WIC		1						1		2	n/a		n/a				1		17042	x		
5/8/2025	Lebanon	Lebanon Family First, WIC		1						1		3	n/a		n/a				1		17042	x		
5/19/2025	Adams	Bigglerville Elementary				1				1		7	1		n/a				1		17307	x		
5/19/2025	Adams	Bigglerville Elementary		1						1		5	n/a		n/a		1				17307	x		
5/19/2025	Adams	Bigglerville Elementary			1					1		7	1		n/a				1		17307	x		
5/19/2025	Adams	Bigglerville Elementary				1				1		5	n/a		n/a				1		17307	x		
5/19/2025	Adams	Bigglerville Elementary					1			1		9	n/a		n/a				1		17307	x		
5/19/2025	Adams	Bigglerville Elementary					1	1		1		9	3		n/a				1		17307	x		
6/4/2025	Lancaster	Residence	1							1		unborn	n/a		n/a		1				17601	x		
7/1/2025	York	Center for Traffic Safety, Curbside		1						1		2												
8/7/2025	York	Center for Traffic Safety, Curbside	1							1		6 mo												
8/7/2025	York	Center for Traffic Safety, Curbside					1			1		7												
9/10/2025	York	Center for Traffic Safety, Curbside		1						1		1	unborn	n/a		n/a			1		17315	x		
9/10/2025	York	Center for Traffic Safety, Curbside		1						1		1	unborn	n/a		n/a			1		17315	x		
9/10/2025	York	Center for Traffic Safety, Curbside	1							1		1	unborn	n/a		n/a			1		17315	x		
10/3/2025	York	Center for Traffic Safety, Curbside		1						1		2.5	n/a		n/a				1					
<b>TOTALS</b>			<b>5</b>	<b>14</b>	<b>8</b>	<b>2</b>	<b>2</b>	<b>13</b>	<b>13</b>	<b>5</b>					<b>3</b>	<b>7</b>	<b>2</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>2</b>			

## Amish Communities – Horse & Buggy Driver’s Manual

A portion of our Community Engagement Plan included outreach to the Amish Community through the most recent revision, re-print and continued distribution of the Horse & Buggy Driver’s Manual that began in May 2024, and continued throughout FFY2025.

Over the course of the year, our outreach extended beyond our traditional focus on Lancaster County’s Amish and Plain Communities to reach new areas, especially southern York County. Many Amish and Plain Community families are now purchasing farmland and settling in rural parts of Pennsylvania where drivers are unfamiliar with sharing the road with horse-drawn vehicles. Recognizing this shift, we began connecting with these communities and providing them with manuals. Moving forward, our goal is to identify and collaborate with CTSP partners in the regions seeing the greatest growth in this population.

Access to physical copies of the manual is not limited to our four-county region. Since its first printing in 2007, copies have been distributed across 27 Pennsylvania counties, 13 U.S. states (Alabama, Delaware, Indiana, Kentucky, Maryland, Massachusetts, Missouri, Montana, Nebraska, New York, Ohio, Virginia, and West Virginia), and 2 countries—Canada and Germany.

The bulk of the inventory is stored in two central locations within the Amish Community in Lancaster County and is maintained by the Lancaster Amish Safety Committee for distribution among that target population. The Center for Traffic Safety houses the remaining inventory at its York office.

In FFY2025, the Amish Safety Committee distributed over 15,000 manuals. There were three primary distribution points:

1. **Amish households:** Every household received at least one copy to be stored in the family’s principal buggy.
2. **Carriage makers:** Each carriage maker received a small inventory to provide a copy to every customer.
3. **Amish schoolhouses:** The manual is required reading for all eighth-grade students and must be completed to fulfill their year-end academic requirements.

During this same period, the Center for Traffic Safety distributed 1,939 copies of the manual to various organizations, most of which contacted our office directly to request copies. For example, North Hopewell Township in York County requested materials in response to a recent increase in its Amish population. Additionally, an Amish teacher in Blair County requested copies to incorporate into his classroom curriculum.

In August, we supplied 100 copies for distribution during a workshop presentation at the Governor’s Highway Safety Administration (GHSA) Annual Meeting. Attendees were encouraged to take copies, and only 25 manuals remained afterward. As this is a national conference, the presentation and the manual itself achieved an exceptionally broad reach and impact.

## Amish Communities – Reflective Brow Bands

Another component of our Amish Community Engagement involved providing financial support to produce reflective brow bands for the horses that pull buggies and carriages. This innovation was the brainchild of the Amish Safety Committee and was presented to us as an opportunity to further increase the safety of those who rely on horse-drawn equipment for travel on public roadways. The brow bands make the horse more visible at night when it is most vulnerable to crashes.

This year’s grant allotment of \$5,000 was paid to the manufacturer who is a Lancaster County Amish man and business owner. That figure covered the production of 500 bands, which were distributed directly through the carriage makers in Lancaster County. A small supply was set aside by the Amish Safety Committee for miscellaneous distribution opportunities. There is no charge for the bands. All 500 were distributed by the end of FFY2025.



# Law Enforcement Support (Police Traffic Services)

We would be remiss not to include a brief overview of our Police Traffic Services (PTS) grant. While the most significant outcomes of this grant were the enforcement activities carried out by our law enforcement agency (LEA) grantees, the support and coordination provided by our office staff also played a pivotal role in the program’s success.

Fifty-three municipal law enforcement agencies qualified for funding based on crash data. For each agency, we extracted jurisdiction-specific crash information from the Pennsylvania Crash Information Tool and developed maps highlighting high-incidence roadways. To support data tracking and transparency, we also maintained individual Google Drive spreadsheets for each department, where we entered data from every enforcement report. These spreadsheets allowed us to monitor activity levels and budget use in real time. Each department’s designated contact officer was granted “viewer” access to their respective spreadsheet, enabling them to track their own activity, budgets, and scheduling details as needed.

Officers conducted **2,397** enforcement details, totaling **8,251 hours** of high-visibility enforcement that would not have been possible without this funding opportunity. Approximately **15,039 contacts** were made, including 694 pedestrian contacts. Some of the more notable activities resulting from these efforts included:

Citation/Arrest	Total	Citation/Arrest	Total
DUI-Alcohol Only	81	Child Safety Seat (age 0-7)	23
DUI-Drugs Only	51	Seat Belt (age 8-17)	18
DUI-Alcohol & Drugs	16	Seat Belt (18+)	124
Speeding	4,487	Texting While Driving	11
Other Traffic (moving)	2,310	Warrants	77
Other Traffic (non-moving)	1,657	Warnings Issued	6,515

The following list of law enforcement agencies qualified for funding in at least one of four funding streams: Aggressive Driving, Impaired Driving, Occupant Protection, and/or Pedestrian Safety.

## ADAMS:

Abbottstown Borough  
 Biglerville Borough  
 Bonneauville Borough  
 Carroll Valley Borough  
 Conewago Township  
 Cumberland Township  
 Eastern Adams Regional  
 Gettysburg Borough  
 Liberty Township  
 Littlestown Borough  
 McSherrystown Borough  
 Reading Township

## LANCASTER:

Christiana Borough  
 Columbia Borough  
 East Cocalico Township  
 East Earl Township  
 East Hempfield Township  
 East Lampeter Township  
 Elizabethtown Borough  
 Ephrata  
 Lancaster City  
 Lancaster Township  
 Lititz Borough  
 Manheim Borough  
 Manheim Township  
 Manor Township  
 Millersville Borough  
 Mount Joy Borough  
 New Holland Borough  
 Northern Lancaster County Regional  
 Northwest Lancaster County Regional  
 Pequea Township  
 Quarryville Borough  
 Strasburg Borough  
 Susquehanna Regional  
 West Earl Township/Akron Borough  
 West Hempfield Township  
 West Lampeter Township

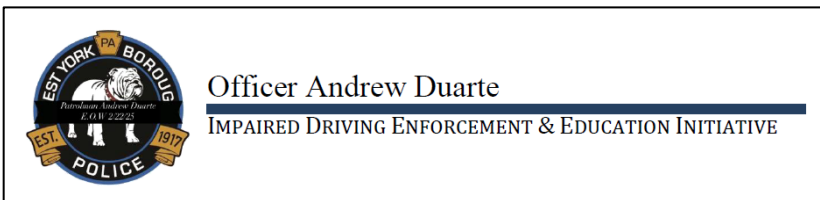
## YORK:

Carroll Township  
 Fairview Township  
 Hanover Borough  
 Hellam Township  
 Lower Windsor Township  
 Newberry Township  
 North Hopewell Township  
 Northern York County Regional  
 Penn Township  
 Spring Garden Township  
 Springettsbury Township  
 West Manchester Township  
 West Manheim Township  
 York City  
 York County Regional

# Additional Enforcement Outreach

## Coffee with a Cop

On May 15, we partnered with York City Police Department's Community Engagement Officers to conduct a "Coffee with a Cop" event at York's Central Market. We distributed free coffee vouchers for use at two designated coffee bars operating inside the market with the only caveat being they had to be used by 11:00 AM that morning. Sixty-five vouchers were handed out. It was an extremely positive experience, having met citizens from all over the county as well as York City. Many questions were fielded and quite a few new contacts were made that have led to new community engagement opportunities.



Following the tragic line-of-duty death of West York Borough Police Officer Andrew Duarte on February 22, 2025, his mother contacted the department's chief for advice on how to best direct benevolent donations in her son's obituary (in lieu of flowers) toward furthering impaired

driving enforcement — a cause that Officer Duarte was deeply passionate about. The chief contacted our office; however, after explaining that we could neither accept donations nor use such funds directly for enforcement, a decision was made to route the donations to the Pennsylvania DUI Association to be held on our behalf.

This arrangement proved highly successful, raising over \$14,000. A committee was formed with representatives from the police department, Officer Duarte's family, the Center for Traffic Safety, and the PA DUI Association. The committee agreed that the funds would be used to address financial gaps in training that would enhance enforcement efforts, as well as to offer scholarships to provide officers funding to offset costs for ongoing professional development.

To be worthy stewards of this funding, the committee's primary goal is to ensure long-term sustainability. Each request and expenditure is carefully reviewed to guarantee that funds are used responsibly and in alignment with Officer Duarte's legacy. In addition, plans are underway to host an annual fundraiser on the anniversary of his passing to continue supporting these efforts for years to come.

To date, two awards have been granted through this initiative. The first covered the \$3,000 cost of a medical-grade refrigeration unit now housed at the York County Sheriff's Central Processing Center. The unit is used to store blood samples collected from suspected impaired drivers, and a plaque affixed to it honors Officer Andrew Duarte and his unwavering dedication to impaired driving enforcement.

A second award—a \$1,650 training scholarship—was presented to a York City police officer who expressed a strong desire to become a Drug Recognition Expert (DRE). Although the 130-hour DRE training course is offered at no cost, associated travel, meals and lodging expenses can reach as high as \$4,000. The officer's department is covering mileage and meals, while the Duarte Scholarship Award will offset his lodging expenses.

Looking ahead, the committee has voted to establish a mini-grant scholarship fund with a pre-determined financial cap to specifically support future training assistance requests.

# Roundtable Meetings

The Center for Traffic Safety has a 35-year history of collaborating with community members and local mobilizers who have their fingers on the pulse of their respective communities. These stakeholders are brought together for frequent roundtable meetings to assess community needs, explore potential solutions, and develop targeted strategies. During FFY2025, Center staff participated in and/or facilitated more than 150 roundtable meetings.

The structure of each group is determined by the specific traffic safety focus area (SFA) being addressed. The Center currently targets 16 SFAs, and each is represented in some capacity through roundtable discussions.

The entities we have collaborated with through these meetings are listed on the “Building Alliances” page of this report. Many of these partnerships are long-standing relationships that have remained active and productive for decades, while numerous new alliances were established during FFY2025. Newly formed partnerships appear in bold print on the “Building Alliances” page.

For purposes of this report, we are featuring one roundtable in particular that addressed bicycle safety with a specific program development already in mind: Traffic Garden.

What began as a request from Common Wheel for a source to donate 30 used bicycles for children in need evolved into a collaborative effort involving Lancaster Bikes – a coalition of avid cyclists and bicycle shop owners – and Lancaster City Community School Officers (CSOs). The bicycles were distributed across three Lancaster City elementary schools.

But the action plan didn’t stop there. The idea for a Traffic Garden soon began to take shape. A Traffic Garden is a dedicated learning space featuring a permanent roadway layout where bicyclists can practice and develop safe riding habits in a controlled environment. The proposed site for this project is the side parking lot of Burrowes Elementary School, which is within walking distance of the two other elementary schools and easily accessible to the surrounding community.

Shown at right is one of several prototype designs under consideration—the example pictured is an active Traffic Garden located in Montgomery County.



Roundtable collaborators include:

The Common Wheel  
Lancaster Bikes  
Lancaster City Planning  
Lancaster City Police Department  
Lancaster City Public Works (awarded a Vision Zero grant)  
Lancaster City School District  
Pennsylvania Downtown Center  
Pennsylvania State Police, Troop J-Lancaster  
Ride, Roll & Stroll

Lancaster is serving as a pilot program. Our long range goal is to establish at least one Traffic Garden in all four of the counties we serve.

Outreach opportunities have continued to grow from that initial connection. Our staff now conducts reading programs in multiple elementary schools and public libraries throughout Adams, Lancaster, Lebanon, and York Counties. Books read focus on pedestrian and bicycle safety and are pre-approved by both the schools and libraries. The Center now has a library of books that we use often.

# Building Alliances

Much of what we accomplish would be difficult (if not impossible) without the collaboration of others who share our vision of zero fatalities. The list below represents partners we engaged with throughout FFY2025. Many of these organizations played an active role in service delivery alongside us. Our work wasn't just about meeting our goals; it was about helping others achieve theirs as well. Those in bold print were newly formed partnerships during FFY2025.

AAA (all counties)

AARP

ABATE's Operation-Save-A-Life

**Adams County Children and Youth**

Adams County Area Agency on Aging

Adams County Farmer's Market

Amish Safety Committee (Lancaster County)

Adams County Chiefs of Police Association

Atlantic League Baseball, Clipper Magazine Stadium/Lancaster Stormers

Atlantic League Baseball, WellSpan Park/York Revolution

Battlefield Harley-Davidson

Bicycle Recycle (Lebanon County)

**Biglerville Elementary School (Adams County)**

**Biglerville Fire Company (Adams County)**

Board of Commissioners (All Counties)

**Burrowes Elementary School (Lancaster County)**

**Center for Living Forward**

**Central Market York**

Child Death Review Board (all counties)

Child Passenger Safety Teams (all counties)

**Columbia Senior Center**

Comcast/Xfinity Effectv

Common Wheel, The

Compass Mark (Lancaster County)

Office of District Attorney (all counties)

**Downtown Inc. (York)**

**Eastminster Preschool (York County)**

Elizabethtown College

Equine Meadows (York County)

**Good News Consulting**

Kain Memorial Committee (York County)

DUI Council of Lancaster County

Eisenhauer's Harley-Davidson (York County)

ELECT Program (Lebanon County)

Franklin & Marshall Office of Student Affairs

Hoffman Home for Youth (Adams County)

Gettysburg College

GIANT Food Stores

**Herculite (York County)**

Highway Safety Network

Intermediate Unit 13, Lancaster/Lebanon County

Intermediate Unit 12, Adams/York County

Iron Valley Harley-Davidson

Lamar Advertising

**Lancaster Bicycle Club**

Lancaster City's 2020 Vision Zero Action Safety Plan

Lancaster County Office of Aging

Lancaster County Chiefs of Police Association

Lancaster County Planning Commission & MPO

Lancaster County Drug & Alcohol Commission

Lancaster County Farm Safety Committee

Lancaster County Prevention Providers

Lancaster County Public Safety Training Center

**Lancaster Early Education Center**

**Lancaster Harley-Davidson**

Leaders of Future Generations (Lancaster City School District)

Lebanon County Office of Aging

Lebanon County Department of Planning

Lebanon Family First and WIC Program

Lebanon Valley College

Media Outlets (TV, radio, print; all counties)

Mentor-a-Mother (Lebanon County)

Millersville University's Student Affairs Division

National Center for Safe Routes to School

Municipal Law Enforcement Agencies (all counties)

National Highway Traffic Safety Administration

New York State Department of Motor Vehicles' Governor's Traffic Safety Com.

**Next Generation Senior Center (Lancaster County)**

Northwest Lancaster River Trail

**Panther Preschool-Central York School District**

Penn State Health (Lancaster, Lebanon County)

Penn State University-York Campus

Pennsylvania Department of Drug & Alcohol Programs

Pennsylvania Department of Transportation's Highway Safety Office

Pennsylvania DUI Association

Pennsylvania Liquor Control Board

Pennsylvania Motor Truck Association

Pennsylvania Motorcycle Safety Committee

Pennsylvania State Police

Pennsylvania State Police, Heritage Affairs Section

Pennsylvania Representative Carol Hill-Evans (York County)

Pennsylvania Representative Kate Klunk (York County)

**Pennsylvania State Representative Nikki Rivera (Lancaster County)**

Pennsylvania State Senator Kristin Phillips-Hill (York County)

Pennsylvania State Senator Scott Martin (Lancaster County)

Pennsylvania Traffic Safety Resource Prosecutor

Pennsylvania Turnpike Commission

Public School Districts, K-12 (all counties)

Rabbitransit™ Partnership Coalition

Safe Kids (all counties)

**Save A Life Tour (national)**

South Central PA Highway Safety

**Southeastern Adams Volunteer EMS (Adams County)**

Spanish American Civic Association

State Farm®

Thaddeus Stevens School of Technology

**TroveStreet® York County Community Foundation**

UPMC Community Life Team (Adams County)

UPMC (Lancaster, York County)

**UMPC Newborn Care Class (York County)**

**Wrightsville Elementary School (York County)**

**York City Police Community Engagement Officers**

York County Area Agency on Aging

York County Chiefs of Police Association

York County Children, Youth & Families

York County Economic Alliance - CASA

York County Heritage Rail Trail

York County Office of Veterans Affairs

York County Planning Commission (YCPC) & MPO

YCPC Bicycle/Pedestrian Safety Committee

YMCA (Lancaster, York)

YWCA (Lancaster)

York County Sheriff's Office

**York's First 10**

# Connecting Communities

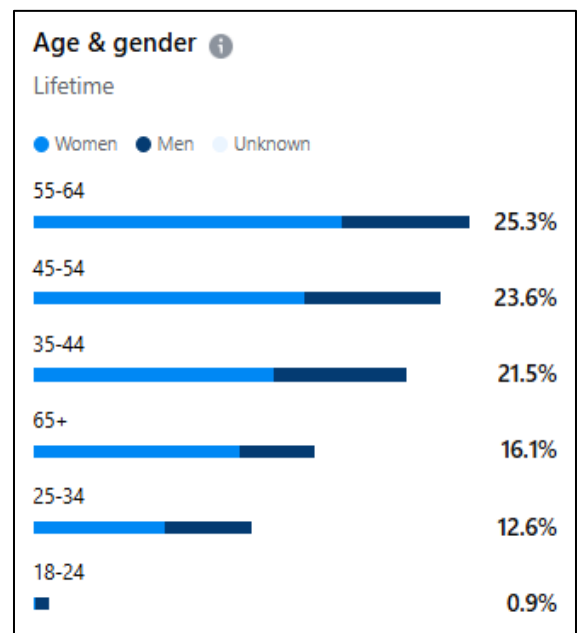
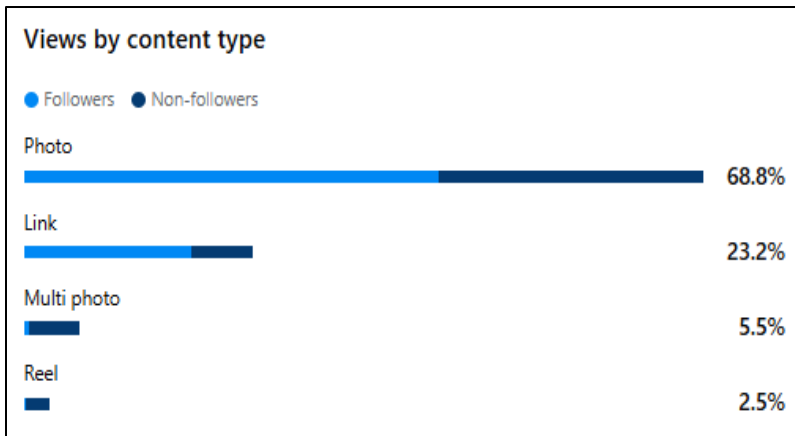
Although much of our work is tailored to meet the specific needs of each of the four counties we serve—recognizing that each has its own unique landscape, roadway systems, and challenges—we also strive to build meaningful connections among them. We achieve this most effectively through comprehensive media outreach. Our traditional media partners reach all four counties, and our social media presence is equally integrated, fostering a shared sense of community across the region and beyond.

## Earned Media

Our electronic database of traditional news outlets, including radio, television, and print, contains contact information for 108 reporters and news desks. All advisories are distributed to this list, regardless of the event’s physical location. In FFY2025, our earned media efforts generated more than **3.3 million contacts**, demonstrating the broad reach and effectiveness of our communication strategy.

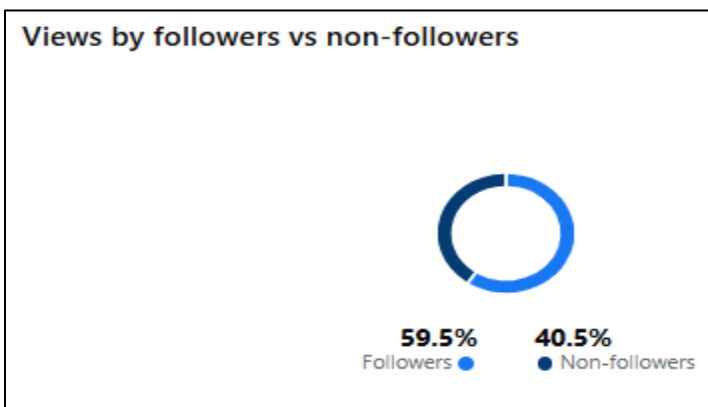
## Social Media

Using Facebook’s Insights and Professional Dashboard, we gain a clear understanding of our audience of 1,312 followers. This information allows us to tailor our posts to better engage our followers and ensure that our messaging is applicable to our individual ‘readers’ – personal (or eye-catching) enough to make them stop scrolling. During FFY2025, our Facebook outreach yielded over **500,000 contacts**.



Our followers are not only from throughout our region and the Commonwealth, but from 11 other US states and 7 countries.

But it’s not just our followers that we reach:



# CENTER FOR TRAFFIC SAFETY

*Safe Driving Saves Lives*



## Center for Traffic Safety

2401 Pleasant Valley Road, Suite 101  
York, Pennsylvania 17402  
717-840-2330

### Staff Directory:

Barbara Zortman  
Director

Missy Sweitzer  
Coordinator, Adams and York

Danielle Horan  
Coordinator, Lancaster and Lebanon

Gladys Appel

[Center for Traffic Safety | York County, PA](#)

[Find us on Facebook](#)

[Find us on Instagram](#)

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of General Services, to approve the following:

**Agreement With:**

Carrier Commercial Service  
Harrisburg, PA

**Purpose:**

To approve proposals to replace control panels and Variable Frequency Drives (VFDs) on two chillers at the Courthouse and two chillers at the Government Center.

**Amount/Term:**

\$420,659.00.

**Funding:**

2026 Capital Budget.  
COSTARS Cooperative contract.

5/27/26



May 18, 2026

Brett Zerphey  
Other  
Lancaster County Courthouse  
50 N Duke St  
Lancaster, PA 17602-2805

Re: Lancaster County Courthouse VFD upgrades LF1 to LF2 on the Carrier 19XRV's

Carrier Commercial Service is more than just a service company. We offer the most comprehensive commercial HVAC service programs in the industry and help customers achieve bottom-line savings by ensuring their systems are operating at peak performance and that they are taking advantage of today's latest energy-saving technologies.

Carrier Commercial Service has the only factory trained service force available to perform preventative maintenance, repair service and warranty for Carrier equipment. All service technicians are certified to work on Carrier equipment and trained in accordance with the most stringent safety standards.

Our highly qualified team of engineers and service technicians understands the issues customers face. In a collaborative development process, our experts work with customers to identify and implement strategic solutions targeted to financial and operational objectives. Benefits include reduced operating cost, maximum equipment uptime, better asset utilization, increased productivity and peace of mind.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Aric  
Commercial account manager  
Carrier Commercial Service



Address 6345 Flank Drive Suite 100  
 Harrisburg PA 17042

Phone  
 Fax  
 E-mail

Contact Name Brett Zerphey  
 Account Lancaster County Courthouse  
 Phone

Site Address 50 N Duke St  
 Lancaster  
 PA  
 17602-2805  
 United States

Estimate Date 05/11/2026

Quote Number 01673162

Job Description Lancaster County Courthouse VFD upgrades LF1 to LF2 on the Carrier 19XRV's

**Scope of Work**

Provide materials and labor to change and upgrade the VFD drives on the four Carrier 19XRV chillers using Pennsylvania CoStars 008-E22-767  
 Model#-19XRV4546343CLH64 serial#-72349  
 Model#-19XRV4546343CLH64 serial#-72350  
 Model#-19XRV424234KBH64 serial#-72970  
 Model#-19XRV424234KBH64 serial#-72971

**Exclusions / Clarifications**

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

any additional work needed out side of the scope of replacing the VFD's will be quoted separately.

Total Quoted Price

**Total Price for Scope of Work excluding applicable taxes:** \$240,259.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Aric Glosser

Carrier Commercial Service

---

---

Title

---

Customer Acceptance (signature)

---

Date

---

Purchase Order

The attached Terms & Conditions shall govern.



## CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

**1. PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

**2. EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

**3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

**5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

**6. DELAYS** - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events") which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

**7. WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure

to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. WORKING HOURS** - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

**9. CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, walls or receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

**10. EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

**11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are



not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**12. PROPRIETARY RIGHTS** - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

**13. DATA RIGHTS** - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

**14. RETURN OF DATA** - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

**15. DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

**16. REVERSE ENGINEERING** - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

**17. WAIVER OF DAMAGES** - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

**18. LIMITATION OF LIABILITY** - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

**19. CANCELLATION** - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

**20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**21. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

**22. CLAIMS** - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

**23. GOVERNMENT PROCUREMENTS** - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

**24. HAZARDOUS MATERIALS** - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

**25. WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

**26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN



CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

**27. CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**28. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**29. INTELLECTUAL PROPERTY** - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

**30. DATA PRIVACY** - Carrier processes personal data in accordance with its privacy notice at [Carrier.com](https://www.carrier.com) or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

**31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

**32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS** - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed

upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

**33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only)** - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

**34. ANTI-DISCRIMINATION POLICY** - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: [https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021\\_tcm199-109848.pdf](https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf).

**35. EQUIPMENT RENTALS** - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

**36. STATE CONTRACTOR LICENSE NUMBERS** - A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.

**37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY** - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply.

**38. ADDITIONAL TERMS AND CONDITIONS - ABOUND** - If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement> which are incorporated herein, shall apply.

**39. ADDITIONAL TERMS AND CONDITIONS - I-VU CLOUD** - If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at [https://www.shareddocs.com/hvac/docs/1000/Public/06/i-Vu\\_Master\\_SaaS\\_Agreement\\_Direct\\_09232022.pdf](https://www.shareddocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf) which are incorporated herein, shall apply..