

LANCASTER COUNTY COMMISSIONERS' WORK SESSION AGENDA
TUESDAY, JANUARY 27, 2026
10:00 a.m. – Conference Room #701, 7th Floor

The Work Session is being video recorded for public viewing and is available on the County's website.

1. Executive Session Announcement:

2. Minutes As Distributed: Approval of the January 20, 2026 Work Session Minutes.

3. Public Session:

a. 10:00 a.m. Youth Intervention Center – Renewal Agreement with National Partnership for Juvenile Services (NPJS)

Bryan Hubbard, Director

b. 10:05 a.m. Adult Probation and Parole Services – Annual Grant Award with the Pennsylvania Commission on Crime and Delinquency (PCCD)

Jennifer Luciano, Director

Jennifer Nissley, Deputy Director

c. 10:10 a.m. Purchasing Department on behalf of the Prison – Amended Agreement with End2End Safety LLC, dba ATIMS

Mike Armer, Buyer III

Joshua Onderdonk, Lieutenant

d. 10:15 a.m. Sheriff's Office – Renewal Agreement with Cross and Crown

Chris Leppler, Sheriff

Marc Shaffer, Chief Deputy Sheriff

e. 10:20 a.m. Agricultural Preserve Board – Resolution No. 5 of 2026 – Ag Preservation Funding

Matt Knepper, Director, Agricultural Preserve Board

Jeff Swinehart, President and CEO, Lancaster Farmland Trust

f. 10:25 a.m. Children and Youth Agency and/or Juvenile Probation – Renewal and New Agreements

Crystal Natan, Executive Director, Children and Youth Agency

Cheri Modene, Director, Juvenile Probation

g. 10:30 a.m. Purchasing Department on behalf of Budget Services –

Linda Schreiner, Director, Purchasing Department

Beth Gable, Interim Director, Budget Services

Matt Luciani, 2nd Deputy Controller

Agreement with Euna Solutions, Inc.

Resolution No. 6 of 2026: Carry Forward Balance

4. Other Discussion Items

1. January 28, 2026 Commissioners' Meeting Agenda

5. Business from Guests

6. Adjourn

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Youth Intervention Center, to approve the following:

<u>Renewal Agreement With:</u>	National Partnership for Juvenile Services, Inc. (NPJS) Lexington, KY
<u>Purpose:</u>	To provide user licensing, support and hosting fees for the Youth Intervention Center’s Unified Case Management (UCM) platform. Access to software and hardware allows accurate and complete collection and analysis of data to evaluate performance and make informed operational decisions.
<u>Amount/Term:</u>	\$24,720.00, for the period January 1, 2026 to December 31, 2026.
<u>Funding:</u>	No budgetary impact. This is budgeted for in the Child Welfare Budget on an annual basis. 0% increase from 2025 rate.
<u>Note:</u>	Approval is given to Bryan Hubbard to sign the Unified Case Management User Licensing and Support Agreement.

NATIONAL PARTNERSHIP FOR JUVENILE SERVICES, INC. SOFTWARE LICENSE AGREEMENT

During the Term of this SOFTWARE LICENSE AGREEMENT (this “**Agreement**”), the undersigned licensee of the Platform services (the “**Agency**”) agrees to license through subscription from the National Partnership for Juvenile Services, Inc., a Kentucky nonprofit corporation (the “**Licensor**”), and Licensor agrees to license and provide to Agency, the services and products herein specified (the “**Platform**”) for use by the Agency during the Term of the Agreement, subject to the following terms and conditions:

1. **TERM.** This Agreement shall commence on the date executed by Licensor herein and shall be for the “**Term**” set forth in Schedule 1 (“**Term**”).

2. **PRODUCTS AND SERVICES; PLATFORM.** The products and services constituting the Platform covered by this Agreement and provided by Licensor hereunder are described in Schedule 1. The Licensor Products will be used by Agency in accordance with Licensor’s procedures, as detailed herein and as updated by Licensor from time to time. Agency agrees to use Products only with eligible third parties meeting the criteria set forth the Schedules hereto; in particular, Agency may only provide the Platform as a resource to programs providing juvenile justice and delinquency prevention services. Agency acknowledges that this Agreement is nonexclusive, and nothing in this Agreement prohibits Licensor from selling Products to other resellers, distributors, or directly to customers without any payments to Agency.

3. **PASS-THROUGH TERMS; NO WARRANTY.** All Products shall be sold by Licensor to Agency on without warranty or obligation from Agency to any client, customer, or other user of Agency’s services. LICENSOR HEREBY DISCLAIMS ALL WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED, BY STATUTE, IN ANY COMMUNICATION WITH AGENCY OR AGENCY’S USERS, OR OTHERWISE, REGARDING THE USE, SUITABILITY AND/OR ACCURACY OF THE PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF ANY LICENSOR PRODUCTS OR SERVICES. No provision in any purchase order, customer agreement or other document of Agency (other than the requested number of Products) shall be binding upon Licensor and Licensor hereby objects to all such terms and conditions.

4. **PRICES; PAYMENT.** Prices charged to Agency for access to the Platform and related services shall be as set forth on the then current and applicable Price List (which prices are subject to change as therein provided) attached hereto as Schedule 2. Payment shall be in U.S. dollars. Invoices for Platform use are due on receipt and payable in full within thirty (30) days from date of invoice. Agency will be charged interest on any outstanding balance unpaid after thirty (30) days from the date of invoice at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower, until such outstanding balance is paid. Notwithstanding the above, Licensor, in its sole discretion, may require different payment terms for any Agency orders. Licensor may suspend its performance under this and any other agreement if Agency fails to

comply with any part of its payment obligation. Unless otherwise provided in Licensor's acknowledgement, any taxes (except taxes based on Licensor's U.S. net income), duties, fees, charges or assessments of any nature levied by any governmental authority in connection with this transaction, whether levied against Agency or against Licensor, shall be the responsibility of the Agency and shall be paid directly by Agency to the governmental authority concerned.

5. **RESPONSIBILITIES OF AGENCY.** During the Term of this Agreement Agency shall:

(a) Acknowledge that all Licensor trademarks, trade names and all other Licensor distinctive signs, registered or not, used in connection with the Licensor Products (collectively "**Trade Materials**") are the property of Licensor. Licensor grants to the Agency a non-exclusive, royalty-free license to use the Trade Materials to advertise or promote its implementation of the Platform. Trade Materials shall be used according to Licensor instructions, which may change from time to time. Notwithstanding Section 12, Licensor, at its sole discretion, can terminate the license at any time with a simple written communication to the Agency. The termination of this Agreement will automatically terminate the license. The Agency shall not use or register trademarks, trade names, or distinctive signs similar to the Trade Materials. Should the Agency acquire any rights to any Trade Materials, the Agency hereby assigns all of its right, title, and interest in such Trade Materials to Licensor and agrees to execute any documents evidencing such assignment within fifteen (15) days from Licensor's request. All materials including without limitation: signs, catalogues, lists, disks, documents, drawings, sketches, and designs which include Trade Materials are the property of Licensor. The Agency shall make no copies of the materials including the Trade Materials, without the prior written consent of Licensor. The Agency shall return to Licensor, promptly at Licensor's request, or upon the termination of the license or of this Agreement, all the materials including the Trade Materials.

(b) Upon entry into this Agreement, if Agency was previously a customer of the County Commissioners Association of Pennsylvania (CCAP) solution referred to as Juv-UCM and wishes for its data to be transferred for use with the Platform, Agency shall execute an authorization for release of data as shown in Annex A of this agreement.

6. **RESPONSIBILITIES OF LICENSOR.** During the Term of this Agreement Licensor shall:

(a) Offer the Agency access to its general support help desk by phone, fax, and/or email.

(b) Offer education or other support programs to Agency from time to time.

(c) Offer and provide the services, including support services, described in Schedule 1.

7. **APPOINTMENT OF SUBDISTRIBUTORS AND AGENTS.**

(a) Agency may not appoint any sub-licensees or representatives to use the Platform without the prior written consent of Licensor. All such sub-licensees or representatives must agree in writing to be bound by certain provisions this Agreement as specified by Licensor from time to time.

(b) Agency will remain responsible for all acts and omissions of its sub-licensees and representatives.

8. **NONDISCLOSURE-CONFIDENTIAL INFORMATION.** Licensor may provide Agency with proprietary information of Licensor or its licensors or customers (collectively “**Information**”) which includes, but is not limited to, manuals, drawings, technical data, marketing information, and pricing information. Agency agrees that it will use the Information only to assist in the use of the Platform through Agency and will not distribute or use the Information during or after the termination of this Agreement for any other purpose without prior written approval from Licensor and will return all such information to Licensor upon demand therefore and, in any event, upon termination of this Agreement.

9. **RELATIONSHIP BETWEEN PARTIES.** Neither party shall have the right or power to act as the legal representative or agent of the other, nor shall either party have the right or authority to assume or create any liability or obligation of any kind on behalf of the other. Agency and Licensor shall each act solely as, and be independent contractors and shall have no power or authority to act for, bind or commit the other. Each party shall have complete control over and be responsible for all costs, liability, and expenses of its own business. Personnel employed by Licensor or by the Agency remain the employees of those entities for all purposes including the provision of liability insurance, worker’s compensation coverage and indemnification, while such personnel are installing, maintaining, repairing, replacing, or otherwise working with equipment at the offices or in relation to any other activity covered under this agreement

10. **NON-SOLICITATION.** During the Term of this Agreement and for one (1) year following termination or expiration of this Agreement for any reason, Agency will not solicit any employee of Licensor, or any individual employed by Licensor within the immediately preceding three (3) months, to become an employee or independent contractor of Agency or any affiliate of Agency.

11. **DEFAULT.**

(a) In the event of default of Agency on any payment obligation to Licensor in connection with the purchase of Licensor Products, Licensor shall have the right to immediately terminate this Agreement by written notice to Agency. In the event of any other default of this Agreement by either Licensor or Agency, the non- defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice to the defaulting party in the event the default is not cured within such thirty (30)-day period.

(b) This Agreement may be terminated by Licensor upon thirty (30) days’ notice in writing to Agency in the event of the sale, or other transfer of a substantial part of the

assets of Agency or the sale or other transfer of any substantial interest in the shares, ownership interest, or management rights of Agency.

(c) The following events shall cause immediate termination hereof, and upon occurrence thereof, this Agreement shall automatically terminate without notice: There are instituted proceedings against Agency in bankruptcy or under insolvency laws for corporate reorganization, or receivership or dissolution which are not vacated within thirty (30) days from the date of filing; or Agency initiates proceedings in bankruptcy or under insolvency laws for corporate reorganization or makes an assignment of its assets for the benefit of creditors.

(d) Notwithstanding any termination, Agency shall remain liable to Licensor for payment of any and all sums owed to Licensor for Licensor Products ordered by Agency prior to the effective date of such termination.

(e) In addition to any other remedy available to Licensor, in the event Agency fails to make any payment to Licensor when due, Licensor may withhold its performance under this Agreement or otherwise in connection with sales of Licensor Products to Agency until all past due amounts have been paid in full and thereafter Licensor may require advance payment for Products.

12. **TERMINATION.**

(a) Either party may at any time terminate this Agreement without cause and for its convenience by giving ninety (90) days written notice to the other. Both parties acknowledge that neither party will be in any way liable to the other for any loss, expense or damages (including special, consequential, or incidental damages) by reason of any termination of this Agreement without cause.

(i) In the event of termination or expiration of this Agreement for any reason, whether under Sections 1 or 11, or this Section 12, the following shall apply:

(ii) Agency will return to Licensor all property belonging to Licensor, including without limitation, the return to Licensor of all Information;

(iii) Agency will immediately discontinue use of the Licensor Products and any use of Licensor trademarks;

(iv) Any rights of any sub-licensees, agents, employees, or representatives of Agency with regard to the Licensor Products will immediately terminate;

13. **LIMITATION OF LIABILITY.**

(a) Licensor will not be liable under any circumstances to Agency for any special, indirect, consequential, or punitive damages, including, but not limited to loss of profits, loss of business opportunities, or loss of goodwill, even if advised of the possibility of such damages.

(b) In no event shall Licensor's liability in connection under this Agreement exceed the purchase price paid by Agency for access to the Platform pursuant to this Agreement during the three (3)-month period immediately preceding the determination of such liability.

14. **INDEMNIFICATION.** Agency will indemnify, save harmless, and defend Licensor, at Agency's expense, from and against any and all losses, damages, claims, or liabilities of any nature, including, but not limited to, costs, expenses, and reasonable attorney fees, which are threatened, brought against, or incurred by Licensor arising from any actions or omissions of Agency or its employees, sub-distributors, representatives, agents, or consultants in the distribution or sale of products or services incorporating the Platform, including without limitation any breach by any of them of this Agreement.

Likewise, Licensor will indemnify, save harmless, and defend Agency, at Licensor's expense, from and against any and all losses, damages, claims, or liabilities of any nature, including, but not limited to, costs, expenses, and reasonable attorney fees, which are threatened, brought against, or incurred by Agency arising from any actions or omissions of Licensor or its employees, sub-distributors, representatives, agents, or consultants in the distribution or sale of products or services incorporating the Platform, including without limitation any breach by any of them of this Agreement.

15. **NOTICES.** Any notice, including notice of cancellation and termination, required or permitted to be made or given by either party pursuant to this Agreement will be deemed sufficiently made and given if sent to the other party, via certified or registered mail, postage prepaid, addressed as set forth below or such other address as a party shall designate by written notice given to the other party.

16. **INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and in effect.

17. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws' provisions. All disputes and controversies arising under this Agreement shall be settled exclusively in the federal and state courts located in Pennsylvania and each of the Parties hereby submit to the exclusive jurisdiction of such courts.

18. **CONFIDENTIALITY.** Licensor and Agency understand that the data contained in the database contains confidential information and that the Agency retains ownership of the data entered by their employees. Each of Licensor and Agency agrees to keep confidential and use best efforts to prevent and protect the database from unauthorized access. Agency is solely responsible for the management of all record data entered by Agency employees/representatives. Licensor and Agency understand that all information disclosed by either party is confidential and agree not to disclose any information obtained from either party unless obtaining expressed written approval by the disclosing party. Further, each party knows that the use or disclosure of this information for purposes other than as intended for this initiative is strictly prohibited

19. **MISCELLANEOUS.**

(a) Agency may not transfer, assign, or delegate its rights or obligations hereunder without the written consent of Licensor, and any attempted transfer, assignment, or delegation will be void and of no force or effect. This Agreement will bind and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and permitted assigns.

(b) This Agreement and all Schedules and Annexes attached hereto constitute the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the parties relating to the distribution of the Products as of the date of this Agreement.

(c) This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both parties. Notwithstanding the foregoing, the terms set forth on Schedule 1 may be modified as necessary from time to time to comply with changes in applicable law or Licensor's internal policies.

(d) Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each and every such provision. In the event any provision of this Agreement is found to be invalid or unenforceable, the parties hereby agree that the court shall enforce such provision to the extent permitted by law and, to the extent such provision is not enforceable, shall enforce the remainder of this Agreement as if such provision were not included in this Agreement.

(e) The terms of Sections 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 will survive termination or expiration of this Agreement for any reason

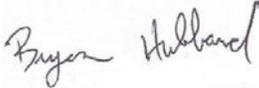
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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed below by their duly authorized representative as of the later of the dates set forth below.

NATIONAL PARTNERSHIP FOR JUVENILE SERVICES, INC.

LANCASTER COUNTY YOUTH INTERVENTION CENTER

By: 

By: 

Name: Wayne R. Bear
Title: President/CEO
Address for Notices:
2220 Nicholasville Road, Suite 110-333
Lexington, KY 40503

Name: Bryan Hubbard
Title: Director
Address for Notices:
235 Circle Avenue
Lancaster, PA 17602

Date: 01/12/2026

Date: 1/12/2026

**ATTEST
LANCASTER COUNTY BOARD OF COMMISSIONERS**

CHIEF CLERK DATE

CHAIR DATE

VICE CHAIR DATE

COMMISSIONER DATE

SCHEDULE 1 – KEY TERMS AND DESCRIPTION OF PLATFORM AND SERVICES

SCHEDULE 2 – PRICING LIST

[ANNEX A – RELEASE OF DATA]

[Signature Page to Software License Agreement of Lancaster County (PA) &

National Partnership for Juvenile Services, Inc.]

SCHEDULE 1

TERMS AND DESCRIPTION OF PLATFORM SERVICES

PRIOR TERMS: May 1, 2021 to December 31, 2025

RENEWAL TERM: January 1 to December 31, 2026

CONTRACTUAL RESPONSIBILITIES AND SERVICE DESCRIPTION:

The National Partnership for Juvenile Services (NPJS) staff will work collaboratively with the contracted consultants who will support the project and participate as a member of the development team as multi-disciplinary team consisting of NPJS employees, county/agency contracted staff, select county/agency technical professionals, and a variety of Subject Matter Experts representing the target application business processes – (Agencies service system involved or at-risk juveniles). Together the team looks to centralize core offender information in one location and contain modules as identified and prioritized by the JUV-CMS implementation team. County, state and federal needs as well as NIEM compliance is the basis for JUV-CMS design. Responsibilities include the following:

1. NPJS solution will be hosted in a secure cloud environment where development and support of the JUV-CMS solution will occur. The NPJS support shall include:
 - a) secure access to the JUV-CMS environment,
 - b) programming assistance to ensure that the development complies with NIEM standards,
 - c) individualized access according to the terms of the agency's security roles,
 - d) assurance that the system remains available, except for server maintenance, which will be scheduled, announced, and occur after hours or over the weekend,
 - e) access to a JUV-CMS test environment to review system enhancements for approval
 - f) gap analysis updates to the JUV-CMS implementation and steering committees.
2. The Agency will designate one (1) delegate to serve on the JUV-CMS Steering Committee. This committee will determine priorities for development of the JUV-CMS solution.
3. The Agency will identify an Implementation Team which will consist of the Agency Lead and Subject Matter Experts (SMSs). The Agency Lead will provide final approval on any work and ensure continuity between the agency SMEs and NPJS. The Implementation Team will test and approve system enhancements prior to publication to the live environment and will advise the JUV-CMS Steering Committee.
4. NPJS staff works with the Implementation, Steering and any State Stakeholder committees to maintain and further develop business requirements documentation.

5. The JUV-CMS development team will continue to develop on the Microsoft PowerAPPS platform and will upgrade as approved by the JUV-CMS Steering Committee.
6. NPJS staff will assist in agency preparation for JUV-CMS implementation including guidance on business process changes and training of key staff.
7. The Agency will provide the JUV-CMS development team with consistent remote access to the Agency's network and any JUV-CMS related processes that must occur at the agency level.
8. The Agency will provide the appropriate project management resource as a primary technical point of contact for all technical support issues.
9. The Agency will inform and ensure that all the relevant Agency IT Network resources and staff are aware of the JUV-CMS plan and understand that no changes will be done to non-related agency systems.
10. The Agency will inform and discuss with the JUV-CMS development team any hardware, software or network changes as related to the JUV-CMS Program PRIOR to any occurrence.
11. The Agency will participate in all JUV-CMS implementation committee meetings to share feedback on progress and results to continue to develop and improve the program.
12. The Agency will not export JUV-CMS data, code, records, or views of data to anyone outside of agency assigned staff without appropriate authorization.
13. The Agency is solely responsible for the management of all record data entered by Agency employees/representatives.
14. The Agency will be responsible for the costs associated with the purchase or subscription for Microsoft licenses as outlined in Appendix B – NPJS-JUV-CMS Cost Estimates.
15. The Agency will be responsible for payment of NPJS support and implementation costs as outlined in attached – JUV-CMS Solution Agreement.

NPJS TECHNICAL SUPPORT

Each year, the Agency will be required to maintain a basic level of support as defined in the JUV-CMS Solution Agreement, (attached). Additional levels of support beyond the Basic Level (defined below) at a rate of \$120.00 per hour.

The Basic level of support covers 30 hours per year and is limited to the following:

- Telephone, chat and webinar support
- System Upgrades (excluding customizations)
- Custom Training webinars
- User Group Training webinars

SUPPORT HOURS

Unless otherwise indicated, business hours are from 8:00 a.m. to 4:30 p.m., Eastern Time (either Daylight Savings or Standard, as is current in Lexington, Kentucky), Monday through Friday, excluding holidays and reduced schedule days.

AGENCY RESPONSIBILITIES

In addition to the services provided by NPJS, users of the JUV-CMS product and identified owners/administrators agree to certain important responsibilities. All parties agree to be aware of and adhere to NPJS's Case Management Acceptable Use Policy (Appendix C). Any non-agency persons accessing the applications contained within the JUV-CMS product in any capacity are required to have a separate agreement with the agency in order to access NPJS resources.

SERVICE AVAILABILITY

This section provides information about the normal schedule of times when the JUV-CMS product is available, the times specified for scheduled maintenance, and defines expectations for reporting service problems and changes.

Normal Service Availability – JUV-CMS is designed to be available for county use 24-hours per day, seven days per week, 365 days per year (24x7x365), excluding scheduled maintenance times.

Scheduled Maintenance – Scheduled maintenance for the JUV-CMS product is essential for upgrades and to maintain security, and generally will occur on Saturdays/Sundays from 6:00 a.m. to 12:00 p.m. Eastern Time (either Daylight Savings or Standard, as is current in Lexington, Kentucky) and other designated dates/times as needed. Services may not be available during the scheduled maintenance periods. Site administrators will be notified in advance of such maintenance, wherever possible. Announcements will be sent through a distribution list email to your identified Agency IT Designated Resource (see below) and/or key leadership identified by the Agency.

PROBLEM REPORTING AND CHANGE NOTIFICATION

NPJS's Technology Services will notify agency administrators via e-mail in the event of service availability and service delivery issues for the JUV-CMS product. To the maximum extent possible, installation of service, application, and security updates will be performed during scheduled maintenance.

NPJS NETWORK SECURITY STANDARDS

NPJS represents the JUV-CMS product will have sufficient security layers and monitoring abilities to avert hacking and theft of personal data, and that in conjunction with the agency, the system will keep HIPAA and PPI (personal protected information) secured.

All of the NPJS's workstations, personal computers and servers use Windows Defender Antivirus. (See <https://www.microsoft.com/en-us/windows/comprehensive-security>)

The NPJS has internal rules and procedures regarding protection of confidential information. Employees and contracted staff have been instructed in those procedures and employees or contracted staff that violate the policy are subject to discipline and will be removed from the JUV-CMS project.

RECORD RETENTION

The NPJS will retain records of documentation pertaining to this agreement for seven years from the date of this agreement. Both parties will cooperate in any audit or compliance review by state, county or federal authorities.

SYSTEM SECURITY GENERALLY

The exchange of data is through HTTPS. Customer data, as defined in the online services terms, means all data, including all text, sound, video, or image files and software, that are provided to Microsoft by, or on behalf of, customers through the use of the online service. Customer content refers to a specific subset of customer data that has been directly created by users, such as content stored in databases through entries in the common data service entities (For example, contact information). Content is generally considered information and in informal service operation is not sent over the internet without encryption. The data is stored with the Power Apps US Government Common Data Services which is hosted in the Microsoft Azure Government Cloud. Full details around the environment security and certifications can be found at the following link: <https://docs.microsoft.com/en-us/power-platform/admin/powerapps-us-government>

All environments of Common Data Service use SQL Server Transparent Data Encryption (TDE) to perform real-time encryption of data when written to disk, also known as encryption at rest. <https://docs.microsoft.com/en-us/power-platform/admin/manage-encryption-key>

Microsoft PowerApps provides App level, form level, record level and field level security. Please see the following link for additional information. <https://docs.microsoft.com/en-us/powerapps/guidance/planning/security>

In the event that the Agency is required to store Private Information (PI), Personally Identifiable Information (PII), Sensitive Information, (SI) Health Insurance Portability and Accountability Act (HIPAA) data, PowerApps provides detailed information regarding security. See:

- [HTTPS://DOCS.MICROSOFT.COM/EN-US/POWER-PLATFORM/ADMIN/POWERAPPS-US-GOVERNMENT](https://docs.microsoft.com/en-us/power-platform/admin/powerapps-us-government)
- <https://docs.microsoft.com/en-us/microsoft-365/compliance/offering-hipaa-hitech?view=o365-worldwide>
- <https://docs.microsoft.com/en-us/microsoft-365/compliance/offering-iso-27001?view=o365-worldwide>
- <https://docs.microsoft.com/en-us/power-platform/admin/powerapps-us-government>

NPJS staff who have access to the software will maintain a documentation of personnel screening and background checks to include:

- Verification of US citizenship
- Verification of seven (7) year employment history
- Verification of highest degree attained
- Verification that the provided SSN is valid
- A seven (7) year criminal record check for felony and misdemeanor offenses at the state, county, and local level and at the federal level
- Fingerprint background check against FBI databases

GENERAL ACCEPTABLE USE POLICY

The Agency will provide a copy of the agency Acceptable Use Policy for users. In addition the Agency will adhere to the following:

- A. If federation is leveraged, user access is managed in Active Directory. Otherwise, user access is managed through the Office 365 admin portal. Federation ties access to the Juv CMS application to the Agency user login. This will ensure that when an Agency individual leaves the agency that their global access to JUV-CMS is removed, as well as enforce the Agency’s password policy as detailed below.
- B. Immediately upon employee release from the Agency (for any reason), that their user account will be disabled.
- C. Assigned logins will not be used by other than the identified user.

D. [REDACTED]

[Remainder of Page Intentionally Blank; End of Schedule 1; Schedule 2 Follows]

SCHEDULE 2

PRICING LIST

[Lancaster County] Estimate 2026	
<u>Item</u>	<u>Unit Price</u>
Licensing Costs	
\$10 Per User/Per Month - 1 year	\$120.00
Implementation Fees	
Project Management/Requirements Gathering = Agreed upon hours	\$120.00
Site Set up - Formatting site to address org. structure (housing, staff, user roles/security, services, agency dashboards, local codes, global codes, ...)	\$120.00
Testing/Bug fixes	\$120.00
ADFS connection	\$120.00
Training (1-day Agency Trainers 1-day Data managers) creation of agency specific user support documentation).	\$120.00
Customizations, data migrations,	\$180.00
Ongoing support	
User Fees (\$10 Per User/Per Month - 1 year)	\$120.00

[Remainder of Page Intentionally Blank; End of Schedule 2; Annex A Follow]

National Partnership for Juvenile Services
 2220 Nicholasville Road, Suite 110-333
 Lexington, KY 40503
 859.333.4209

Invoice

Bill To:
Lancaster County Youth Intervention Center 235 Circle Avenue Lancaster, PA 17602

Date	Invoice No.	P.O. Number	Terms	Project
12/16/25	8839		Net 30	

Item	Description	Quantity	Rate	Amount
User Fee	User Fee (12 months x \$10/mo)	100	120.00	12,000.00
Licenses	License Fees (12 months x \$10/mo)	106	120.00	12,720.00
Customization	No Request		0.00	0.00
PERIOD: January 1, 2026-December 31, 2026				
			Total	\$24,720.00

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:

Annual Grant Award With: Pennsylvania Commission on Crime & Delinquency (PCCD)
Harrisburg, PA

Purpose: To accept a grant award from the Continuing County Adult Probation and Parole Grant Program which will be used to cover a portion of Probation Department Salaries.

Amount/Term: \$543,901.00 for the period July 1, 2025, through June 30, 2026.

Funding: 100% State funding.

Note: Authorization is given to Adult Probation & Parole Services Director Jennifer Luciano and Deputy Director Jennifer Nissley, to electronically sign the grant agreement.

1. Recipient Name and Address Lancaster County Commissioners 150 North Queen Street Suite 710 Lancaster, Pennsylvania 17603-3562		2. PCCD Grant Award Number 2025-GA-ST-47558	
		3. Total Award Amount: \$543,901.00	
4. Project Title "25-26 CCAPP Grant Program"		5. Project Period 7/1/2025 - 6/30/2026	
6. Special Conditions This grant is approved subject to such conditions or limitations as set forth below: <ol style="list-style-type: none"> 1. This award will become effective when an appropriate official of your organization accepts it by signing and attaching the signed copy to Egrants. 2. This subgrant is offered on the condition that you comply in administering your program with: <ol style="list-style-type: none"> a. All of the representations contained in your application, as amended b. PCCD's Applicant's Manual c. For federally funded awards, all applicable federal grant guidelines including, but not limited to, 2 CFR 200 and the special conditions listed on PCCD's federal award(s) applicable to this subaward. PCCD's federal awards can be found at http://www.pccd.pa.gov/Funding/Pages/PCCD-Federal-Awards.aspx 		7. Funding Details <u>Fund Source #1</u> 2025 GA Award Amount: \$543,901.00 2025 GA Project Period: 7/1/2025 - 6/30/2026	
8. Fiscal Contact Mrs. AnnaMarie Deskiewicz	9. Program Contact Mr. Vance VanOrder		
10. Name and Title of Approving Official Derin Myers Director, Office of Financial Management and Administration		11. Name and Title of Authorized Recipient Jennifer Luciano	
12. Signature of Approving Official /Derin Myers/ Derin Myers Electronically Signed: 01/15/2026 08:47 AM		Date	13. Signature of Authorized Recipient /Jennifer Luciano/ Jennifer Luciano Electronically Signed: 01/16/2026 07:39 AM

**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)
11/21/2025	12/10/2025	2025-GA-ST 47558

Type of Funds for which you are applying	County Adult Probation Grant-in-Aid (State GIA)		
Applicant	Name Of Applicant: Lancaster County Commissioners		
	Federal ID: 23-6003055	County: Lancaster	
	Street Address Line 1: 150 North Queen Street Suite 710		
	Address Line 2:	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17603-3562
Recipient Agency	Lancaster County Commissioners		
Project Director	Name: Director Jennifer Luciano		Title:
	Agency:		
	Street Address Line 1: 40 East King Street		
	Address Line 2:	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17603
Phone:	Fax:	Email: 1	
Financial Officer	Name: Mrs Marielena Quiles-Céspedes		Title: Business Manager
	Agency:		
	Street Address Line 1: 40 E. King Street		
	Address Line 2: Office 201	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17602
Phone:	Fax:	Email:	
Contact	Name: Mrs Marielena Quiles-Céspedes		Title: Business Manager
	Agency:		
	Street Address Line 1: 40 E. King Street		
	Address Line 2: Office 201	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17602
Phone:	Fax:	Email:	
Brief Summary of Project	Short Title (May not exceed 50 characters) 25-26 CCAPP Grant Program		
(Do Not Exceed Space Provided)	2024-2025 Lancaster County Continuing County Adult Probation and Parole Grant Program		

Grant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	543,901.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	0.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	543,901.00

TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	0.00	
STATE	543,901.00	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	
TOTAL	543,901.00	100%

Project Start Date: 7/1/2025

Project End Date: 6/30/2026

BUDGET DETAILS**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Lancaster County Commissioners	543,901.00	543,901.00
Total:	543,901.00	543,901.00

Recipient Agency: Lancaster County Commissioners

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	543,901.00	543,901.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	0.00	0.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	0.00	0.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	543,901.00	543,901.00

Applicant Agency: Lancaster County Commissioners

BY SOURCE	YEAR 1	TOTAL
FEDERAL	0.00	0.00
STATE	543,901.00	543,901.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	0.00	0.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	543,901.00	543,901.00

BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Lancaster County Commissioners

YEAR 1

PERSONNEL

Justification: These PCCD funds will be used to cover a portion of the Probation Department's officer salaries.

				<u>COST</u>
Position:	Adult Probation and Parole Officers			
Name:	Salaries			
	# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
	1	x 1	x 543901.16	543,901.00
	Standard working hours per week: 40.000 hrs.		% Budgeted Hours: 2.5	
Personnel - Year 1 Total:				543,901.00

YEAR 1 TOTAL: 543,901.00

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 is requesting reimbursement in the amount of \$543,901.16 to continue to provide funding for all APPS staffing needs. These funds will be used for the improvement of probation services including probation and parole staff salaries and benefits, evidence best practices for supervised offenders, continued use and training for a risk and needs assessment tool to provide ongoing training to our staff for Evidence-Based Practices programming.

SECTIONS:

B. Project Impact (CCAPPG)

1.

Please discuss how the department will use these funds to support county adult probation and parole operations and services.

Sustainability of probation services including probation and parole staff salaries and benefits, evidence-based programming for supervised offenders, continued use and training for a risk and needs assessment tool to provide ongoing training to our staff for EBP programming.

SECTIONS:

C. Attachments (CCAPPG)

Use this section for any attachments associated with the request for CCAPPG funds. Use of this section is optional, but all applicants must mark it complete prior to submitting the application.

ATTACHMENTS (CCAPPG) related attachments:

File Name:

✦ SignaturePage_CCAPP.pdf

File Description:

Signature Page

SECTIONS:

D. 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 \$10,000 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 \$250,000, 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?

No

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?

Yes

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
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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.

N/A

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

N/A

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.

N/A

4.4. Provide an outline of the unique qualities of the contractor.

N/A

4.5. Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

N/A

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.

N/A

SECTIONS:**E. 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.

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- 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

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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;

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- 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,

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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.

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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]."

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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.

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- 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;

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- 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

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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:**F. 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.

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
- Must be signed by the employee and supervisory official having first-hand knowledge of the work performed

SECTIONS:

- 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:**G. 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:

PERFORMANCE INDICATORS:

1. Established by PCCD

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?

2024

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?

2024

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: Attachments (CCAPPG)

File Name

SignaturePage_CCAPP.pdf

File Description

Signature Page

GRANT: 47558

Short Title: 25-26 CCAPP Grant Program

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: /Jennifer Luciano/ Jennifer Luciano

Title: _____

Date: Electronically Signed: 12/03/2025 01:19 PM

FOR PCCD USE ONLY

We certify that this application is approved and that funding has been received to support this subgrant award.

/Chris Epoca/ Chris Epoca
PCCD Executive Director or designee

Electronically Signed: 01/07/2026 09:02 AM
DATE

COMPTROLLER OPERATIONS

DATE

Approved as to form and legality:

/Ulysses Wilson, IV/ Ulysses Wilson, IV
COUNSEL TO PCCD

Electronically Signed: 01/13/2026 10:07 AM
DATE

35-FA-1.2
OFFICE OF GENERAL COUNSEL

35-FA-1.2
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 Purchasing Department and the Prison, to approve the following:

Amended Agreement With:

End2End Public Safety, LLC
dba ATIMS
New York, NY

Purpose:

To add yearly maintenance for the data feed between ATIMS Software and JNET/APOC that are associated with the integration for the Prison's Offender Management Software contract that was approved on June 7, 2023.

Amount/Term:

\$20,000.00 annually beginning in 2027.

Funding:

2027 Prison budget. No impact on the 2026 budget.
Sole source.

Professional Services – Work Order Quote



Requested Services and Pricing Agreement for: Lancaster County Prison	
<p>To: Arla Brown Lancaster County Prison 625 East King St. Lancaster, PA 17602</p>	<p>Date: 01/14/2026</p>
Requested Quote / Professional Service: CCE FEED/CPCMS Interface	Total
<p>Description:</p> <p>ATIMS will develop the following interfaces to meet Lancaster’s requirements:</p> <p>CCE Feed 1 way. This is the Request and Reply to SOAP interface in which ATIMS will query a list of cases that have had any change(s) done to them. The request will be put on a recurring schedule setup on high frequency to mimic real time as close as possible. The return data will include dockets, bails, sentencing, dispositions, and life cycle events (i.e. Expunged). The results will need to be parsed and compared to data within ATIMS and mapped accordingly based on instruction provided. One time cost for development is \$80,000 plus a yearly subscription of \$20,000.</p> <ul style="list-style-type: none"> • ATIMS will require the county to provide the following: <ul style="list-style-type: none"> ▪ Resource with the county that will be a subject matter expert and act as a liaison between ATIMS and JNET. ▪ WSDL definition documentation and relevant schema (xsd) files for request ▪ A mapping document for each data element client wishes to have brought into ATIMS. ▪ Instructions on how to consume records in the request queue so that the record is not processed again. 	<p>\$80,000</p>
<p>CCE Request & Reply (CPCMS)- interface included in contract. This is considered Case Get within ATIMS. Prison must have the OTN # to input in the case information entry. Use SID #. The protocol will be XML SOAP 1.2 schema. Interface will send court docket (same as OTFN) and return court info. ATIMS will utilize a button called Case Get. The Case Get button will be used to invoke this new logic on demand bases. The results will then be parsed and compared to data within ATIMS and mapped accordingly based on instruction provided. This will be the same payload as in CEE Feed.</p> <ul style="list-style-type: none"> • ATIMS will require the county to provide the following: <ul style="list-style-type: none"> ▪ Resource with the county that will be a subject matter expert and act as a liaison between ATIMS and JNET. ▪ WSDL definition documentation and relevant schema (.xsd) files for request 	<p>\$55,000</p>

<ul style="list-style-type: none"> ▪ A mapping document for each data element client wishes to have brought into ATIMS. ▪ One time cost for development is \$55,000 per contract. <p>*Note: Must have specific requirements from Lancaster to proceed with any of the above interface work. Interface work with JNET is heavily reliant on technical assistance from JNET and AOPC/CPCMS.</p>	
<i>Installation and Configuration</i>	<i>Included</i>
TOTAL COST	135,000
Credit Adjustment	-85,657
Total Balance	\$49,343
Recurring Yearly Cost starting Jan. 2027	\$20,000

~ Quote is valid for 90 days ~

Accepted and Approved by Customer:

Signed: _____

Printed: _____

Title: _____

Date: _____, 2026

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Sheriff's Office, to approve the following:

Renewal Agreement With:

Cross and Crown
Chambersburg, PA

Purpose:

To create and broadcast new videos in a digital marketing recruitment campaign to fill vacant Deputy Sheriff positions.

Amount/Term:

\$60,000.00 for the period March 1, 2026 through December 31, 2026.

Funding:

Sheriff's Office Operating Budget.



CROSS & CROWN PROPOSAL | JANUARY 7, 2026

Lancaster County Sheriff's Office

STRATEGY

DIGITAL MARKETING

VIDEO PRODUCTION



Who We Are

We build and refine brands that inspire trust, drive engagement, lead with purpose, and ensure a thriving future.

With over 20 years of experience, we are well established and highly regarded within the digital industry. We would love the opportunity to work with you to envision, design, and develop a world-class website using our creative problem-solving expertise to enhance and strengthen your overall brand.

Your project appeals to Cross & Crown because it gives us the opportunity to partner with you to build on your foundation while embracing modern technology and communication to increase and enhance your growth. We believe we are an ideal partner for your project based on the quality of our work, our experience with like-minded organizations, and our relational approach.

Experience

- Cure International
- The Signatry
- Franklin County Pa
- Lancaster County, PA
- Somerset, Pa
- Home Inspire Love
- Keystone Health
- Penn State Health
- Catalina Island Conservancy
- Appalachian Trail Conservancy
- laomai Medical Ministries
- West African Vocational Schools
- New Valley Bank & Trust
- Martin's Potato Rolls
- SecureStrux



Company Culture

Whether in the office or beyond, we bring creativity, curiosity, and care to everything we do—because when our team thrives, so does our work.

We collaborate, share knowledge, and communicate while supporting one another inside and outside of our office walls. Our people make us the best and allow us to do our best.

CREATIVITY

Our creativity helps us reimagine what's possible, blending design and technology to make every project stand out.

IMPACT-FOCUSED

We measure success by the difference our work makes for you and the people you serve. Everything we do is rooted in a commitment to leaving a lasting mark.

PROCESS-DRIVEN

With structure and strategy, we prioritize steady, intentional progress over disorder, delivering consistent results.

CLIENT-CENTERED

We believe in building collaborative partnerships, working closely with you to tailor every project to your unique needs, and treating your mission as our own.



Capabilities & Services

We don't believe in one-size-fits-all—we believe in combining strategy, creativity, and care to build bridges between where you are and where you want to be.

We are not a traditional digital agency or graphic design company. The scope of our services is vast, earmarked by excellence, relationships, and creative problem solving.

BRANDING & IDENTITY

- Brand Strategy
- Logo Design
- Brand Messaging
- Brand Styleguides & Manuals
- Brand Identity Systems
- Naming & Ideation

DIGITAL MARKETING

- Content Marketing
- Social Media Marketing
- Email Marketing
- Digital Advertising
- Video Marketing
- SEO

VIDEO & ANIMATION

- Creative Storytelling
- Videography
- Customer Stories
- Virtual Production
- Motion Graphics
- Photography

WEB DESIGN & DEVELOPMENT

- Custom Web Design
- E-Commerce
- Managed Web Hosting
- Mobile & Web Apps
- Responsive Development
- UI & UX Design

Our Leadership Team

Key Project Personnel

Cross & Crown has a core team of over 15 creatives with over 100 years of combined experience in their specialties.



Rachel Poffenberger

DIGITAL MARKETING LEAD

Rachel will create, organize, and publish content across various digital platforms according to your brand standards while developing and maintaining your audience. Having a diverse professional background, Rachel offers a unique perspective from the variety of businesses she has worked with.



Angelina Devairakkam

MARKETING SUCCESS COORDINATOR

Angelina focuses on fostering strong client relationships and helping clients reach their goals through clear communication and efficient workflows. Organized, proactive, and results-driven, she creates positive experiences that make businesses feel supported and set up for success.



Emma Facchine

DIGITAL COPYWRITER

Emma believes stories are key to human connection and storytelling is her passion. She's a brand champion with close to 10 years of experience in brandscripting and digital marketing. With a diverse portfolio serving social enterprises, her specialty is crafting messages that help companies grow.



Purpose & Goals

We are relational in our approach—we strive to understand the goals of our clients and help to achieve them.

We believe digital marketing should be intentional, strategic, and, most importantly, offer tangible results in accomplishing your goals. We utilize a process that encourages active communication and collaboration throughout the process.

Marketing Deliverables May Include:

- Client Onboarding
- Organic Social Media Posts (10 posts/month)
- Paid Digital Ad Campaigns
- Video Marketing
- Quarterly Analytics Report
- Marketing Retainer

**Management and ad spend fees for ad hoc paid social campaigns to be discussed if requested by client.*

Campaign Execution (10 Months)

Implement & Measure (Ongoing)

Key messaging objectives and tactics have been approved. Production of all core deliverables begins as we prepare for a seamless integration into your digital marketing strategy.

We build upon our foundation and put our content research to work by implementing the strategies and platforms that will help drive us toward your desired results. Our team is intentional in its approach by crafting a solution that is unique to each client, each voice.

As the content creation process continues, we observe. We take note of content that engages your audience—and content that does not. KPIs are then reported and sent to you in a monthly analytics report.

Action Item Overview

- Campaign Creation & Management
- Social Media Ad Campaign
Creation & Management
- Quarterly Analytics Report
- 4-5 x (30-45 Second Videos)
- Monthly Email Check-In/Campaign
Progress



Investment

If at any time we feel your project may become out of scope, we will notify you of the issue(s) that could exceed your budget along with a recommendation to correct it. Should the scope of your project change after acceptance of terms and pricing, we will provide documentation of the scope change and define any additional work needed and its associated costs.

Video Production

4-5 SHORT FORM VIDEOS

\$10,000

ONE-TIME INVESTMENT

\$10,000



Investment

If at any time we feel your project may become out of scope, we will notify you of the issue(s) that could exceed your budget along with a recommendation to correct it. Should the scope of your project change after acceptance of terms and pricing, we will provide documentation of the scope change and define any additional work needed and its associated costs.

Monthly Marketing Retainer

MARKETING RETAINER

\$300/month

META ADS (ADSPEND)

\$1,900/month*

AD MANAGEMENT

\$300/month**

ORGANIC SOCIAL POSTING (10X POSTS)

\$2,500/month

*minimum viable recommendation;
increased ad spend is encouraged to
increase campaign reach, engagement, and
overall competitiveness in the local market

INVESTMENT

\$5,000/month

** 10% of adspend with a minimum of \$275



Payment Schedule

If at any time we feel your project may become out of scope, we will notify you of the issue(s) which could exceed your budget along with a recommendation to correct it.

Should the scope of your project change after acceptance of terms and pricing, we will provide documentation of the scope change and define any additional work needed and their associated costs.

Payment Schedule

- \$10,000 One-Time Fee
Video Production
- \$5,000/month x 10 months
(Month 1-10)
- **Grand Total: \$60,000**



Proposal Agreement

This project will begin upon acceptance of this proposal and required initial project deposit. The deposit will be applied to the final cost and is not refundable under any circumstance. The remaining balance will be paid according to the payment schedule.

By signing this proposal, you acknowledge your acceptance of this proposal and agree to the terms and conditions laid out in this document.

Thank you for considering Cross & Crown for this project – it would be our pleasure to work with you!

Acceptance of Proposal

Authorized Cross & Crown Signature

Date

Authorized Client Signature

Date

Our Clients



"It has been a pleasure working with Cross & Crown to develop an employer brand and digital marketing strategy for our recruiting efforts during this difficult, "post"-COVID-19 season of hiring and employee retention. Their expertise has made a huge difference in getting people hired, so we can continue to serve the residents of Lancaster County."

Michelle Gallo

FORMER HR DIRECTOR
COUNTY OF LANCASTER HUMAN RESOURCES



"Our partnership with Cross & Crown has enabled us to ensure a consistent branding presence on the internet. Their work, in all of its various forms, empowers our company to more easily reach our customers where they are at. Their branding, marketing, and design work is exceptional."

Kirk Martin

OWNER & PRESIDENT
DAVID H. MARTIN EXCAVATING



"As a mission-driven organization, Menno Haven is proud and thankful to have a partner in Cross & Crown. Not only do they provide expert guidance in the digital marketing field, but they walk alongside your organization to help it succeed in all capacities. With a solid foundation built on trust and transparency, Menno Haven can confidently say that Cross & Crown helps us innovate and stay ahead of the curve in a world that moves at lightning speed."

Leslie Ray

FORMER COMMUNICATIONS MANAGER
MENNO HAVEN RETIREMENT COMMUNITIES



Questions?

Please take the time to review this proposal document. If you have any questions or concerns, please feel free to reach out to Trevor directly.



Trevor Roberts



Terms & Conditions

Commitment & Payment Terms

Unless otherwise agreed upon, Client will be billed in full for monthly advertising campaign activation. Cross & Crown will invoice The Client for all fees under this Agreement, and The Client will pay Cross & Crown all invoiced amounts within 30 days after the date of the invoice to Cross & Crown. Cross & Crown may remove any advertisements and cancel any Agreement, if The Client is in default of its payment obligations. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on Cross & Crown income) is the responsibility of The Client.

Reporting

Cross & Crown will provide monthly reports, at a minimum, taken directly from the applicable advertising account(s) demonstrating key metrics such as clicks, impressions and click-through rates. The Client will only be privy to results of their individual advertising or the cumulative results of their program.

Terms & Conditions

The Pause Clause

If a client deliverable, such as materials, feedback, approvals, or payment is late by more than five (5) business days, Cross & Crown reserves the right to place your project on hold. Once the deliverable is received and the project is reactivated, the project will be rescheduled based on Cross & Crown's current workload and availability.

Cross & Crown reserves the right to cancel a project if the Pause Clause is enacted more than once.

Project Cancellation

In the event of you canceling this project, you will own all completed work which has already been paid for. If you decide to restart a project after canceling, a new deposit will be required. In the event of Cross & Crown canceling a project, we will return all unused funds and deliver all paid for work.

Cross & Crown requires a 30-day notice upon canceling a marketing retainer. This contract is set to auto-renew for 6 months unless a 30-day notice of contract cancellation is provided.

RESOLUTION NO. 5 OF 2026

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, Through the *places2040*, the Lancaster County Comprehensive Plan, Lancaster County has identified the importance of preserving agriculture and agricultural land in Lancaster County; and

WHEREAS, Through policy and programs, the Board of County Commissioners has made a commitment to a balanced and cooperative approach to farmland preservation in Lancaster County; and

WHEREAS, The Board of Commissioners commits the following funding to the Lancaster County Agricultural Preserve Board and Lancaster Farmland Trust to implement the recommendations of *places2040*, the Lancaster County Comprehensive Plan, to permanently preserve agricultural land in areas planned for agriculture.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER COUNTY BOARD OF COMMISSIONERS, That the County of Lancaster, Pennsylvania, appropriate agricultural conservation easement purchase funds for Fiscal Year 2026 in the amount of \$ 1,744,686.00 which is inclusive of \$1,500,000.00 of new County funds, \$112,016.00 of Clean & Green rollback tax interest as required by Act 156 of 1998, and \$132,670.00 of local government funds used for the acquisition of agricultural conservation easements.

BE IT FURTHER RESOLVED, That the above funding is available as of January 1, 2026, and that such funds have been collected or received by Lancaster County and placed in a restricted account, or are reserved exclusively for the purchase of easements, and that any of these funds not expended by December 31, 2027 will be available for use in subsequent fiscal periods for the same purpose; as required by the Act of June 30, 1981 (P.L. 128, No. 43), known as the Agricultural Area Security Law, as amended.

BE IT FURTHER RESOLVED, That said funds will be used for the purpose of providing matching funds for the purchase of agricultural conservation easements pursuant to the authority contained in the Act of June 30, 1981 (P.L. 128, No. 43), known as the Agricultural Area Security Law, as amended.

BE IT FURTHER RESOLVED, That \$30,000.00 of Clean & Green rollback tax interest will be used to monitor and enforce agricultural conservation easements, including the payment of legal costs associated with defending agricultural conservation easements, as permitted by Act 46 of 2006.

BE IT FURTHER RESOLVED, That \$250,000.00 from the Marcellus Shale Legacy Fund established by Act 13 of 2012 will be used for 50% matching challenge grant is hereby awarded to Lancaster Farmland Trust to permanently preserve farmland in areas consistent with *places2040*, the Lancaster County Comprehensive Plan.

ADOPTED this ___ day of January 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

Ray D'Agostino, Chairman

Lawrence George, Chief Clerk
County of Lancaster, PA

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, 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:

<u>Renewal</u>			<u>% Increase/</u>
<u>Agreements With:</u>	<u>For:</u>	<u>Amounts</u>	<u>Decrease</u>
Diakon Child, Family & Community Ministries Topton, PA	Traditional Foster Care I	\$65.80	+4.00%
	Specialized Foster Care II	\$82.27	+3.99%
	Treatment Foster Care III	\$98.42	+4.01%
	Medically Fragile Foster Care-Level I	\$82.07	+4.00%
	Medically Fragile Foster Care-Level II	\$75.23	+4.00%
	Medically Fragile Foster Care-Level III	\$59.44	+4.01%
	Medically Fragile Foster Care-Level IV	\$47.84	+4.00%
	Bridge Program	\$58.35	+3.99%
	Weekend Alternative Program	\$210.97	+4.00%
	Transportation Rate	\$35.40	+4.00%
Diversified Treatment Alternative Centers Milton, PA	Residential Treatment-Danville	\$550.00	
	Residential Group Home - Danville	\$581.56	
	Residential Treatment-Lewisburg	\$550.00	
	Residential Group Home - Lewisburg	\$581.56	
	Managed Care MNC Psychiatric Eval	\$390.00	+11.43%
Family Care Services, Inc Chambersburg, PA	Foster Care-Level I	\$111.84	+12.00%
	Foster Care-Level II	\$145.56	+10.00%
<u>New</u>			<u>% Increase/</u>
<u>Agreements With:</u>	<u>For:</u>	<u>Amounts</u>	<u>Decrease</u>
Professional Family Care Services, Inc. Johnstown, PA	Foster Care	\$72.76	

NOTE: All agreements are 16% County funding, 56% State funding, and 28% Federal funding.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department and Budget Services, to approve the following:

Agreement With:

Euna Solutions, Inc.
Sandy Springs, GA

Purpose:

To approve a new software contract for Budget Services to integrate with Workday.

Amount/Term:

\$141,800.00 for the first year of the five-year period from January 30, 2026 through January 29, 2031.

Funding:

ARPA funding approved through Resolution No. 89 of 2023.

ERP Contingency Fund Balances:

Original Contingency Fund: \$1,553,880.00

Contingency Funds Approved to Date:

\$1,351,464.30

Contingency Fund Balance: \$202,415.70

SAAS AND SERVICES AGREEMENT

This SAAS and Services Agreement, including all documents referenced and incorporated below and the Order Form which by this reference is incorporated herein (collectively, this “**Agreement**”), dated as of January 30, 2026 (the “**Effective Date**”), is by and between Euna Solutions, Inc. (referred to as “**Licensor**” or “**EUNA**,” as part of the EUNA brand) and Lancaster County, Pennsylvania (“**Customer**”). EUNA and Customer are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.” The Parties agree as follows:

1. Definitions.

a. “**Diagnostic Data**” means all aggregated and de-identified information that EUNA’s systems or applications automatically collect regarding Customer’s use of the SAAS Offering and its performance, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.

b. “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and the applicable Order Form, and (ii) for whom access to the SAAS Offering has been purchased hereunder.

c. “**Confidential Information**” means any information relating to a Disclosing Party (as defined in Section 9), its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the Disclosing Party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as “confidential” or “proprietary,” or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.

d. “**Customer Data**” means, other than Diagnostic Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.

e. “**Deliverable**” means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.

f. “**Documentation**” means the applicable training, informational or support videos and documentation relating to (i) the use of and access to the SAAS Offering and (ii) any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto, provided by EUNA to Customer in any format.

g. “**Fees**” means the fees set forth in the applicable Order Form.

h. “**Intellectual Property Rights**” (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by applicable Law, including all

copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other intellectual property rights protectible under any Laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

i. “Law” means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law in the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.

j. “**Order Form**” means the order form between the Parties that incorporates this Agreement.

k. “**Public Facing Software**” means a portion of the Software made available by the Customer to members of the general public.

l. “**SAAS IP**” means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Diagnostic Data and any information, data, or other content derived from EUNA’s monitoring of Customer’s access to or use of the SAAS IP but does not include Customer Data.

m. “**SAAS Offering**” means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.

n. “**Professional Services**” means the services set out in the applicable Order Form and any associated statement of work attached or referenced in the Order Form (“Statement of Work”), if applicable.

o. “**Term**” has the meaning set forth in Section 10 a.

p. “**Third-Party Products**” means any third-party products described in the applicable Order Form provided with or incorporated into the SAAS Offering.

2. Professional Services. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Order Form and Statement of Work.

3. Software Subscription.

a. Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants

Customer a nonexclusive, non-sublicensable, non-transferable (except in compliance with Section 22) right to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. Public Facing Software. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.

c. Documentation License. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA hereby grants to Customer a nonexclusive, non-sublicensable, non-transferable (except in compliance with Section 22) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.

d. Optional Features. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to other licensees of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services that may be required for implementation.

e. Use Restrictions. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that causes such SAAS Offering or Documentation to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any person, or that violates any applicable Law.

f. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer or any Authorized User is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable Law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services

or products required to enable Customer to access or use the SAAS Offering each a (“**Service Suspension**”). EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is investigated, contained, remediated, and cured. EUNA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

g. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer’s use of the SAAS Offering and collect and compile Diagnostic Data. As between EUNA and Customer, all right, title, and interest in Diagnostic Data, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Diagnostic Data based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Diagnostic Data publicly available in compliance with applicable Law, and (ii) use Diagnostic Data to the extent and in the manner permitted under applicable Law. EUNA agrees to process Customer Data available in accordance with EUNA’s privacy policy which is available upon request and online at <https://eunasolutions.com/privacy-policy/>. EUNA may update its privacy policy from time to time and such updated privacy policy will be effective and applicable upon posting.

4. Customer Obligations.

a. For Professional Services. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer’s premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Order Form and Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA’s provision of the Professional Services.

b. For the SAAS Offering. In connection with the SAAS Offering:

(i) Customer agrees to be responsible and liable for all uses of the SAAS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer agrees to be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement’s provisions as applicable to such Authorized User’s use of the SAAS Offering and shall cause Authorized Users to comply with such provisions.

(ii) EUNA may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions.

(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation, and complete and accurate feedback, approvals, information, and data from Customer's officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation and operation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing or operating the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation or provision of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

5. Fees and Expenses.

a. Fees. Except for Fees that Customer has successfully disputed, Customer shall pay the Fees without offset or deduction. Unless otherwise provided in the applicable Order Form, Customer shall pay the Fees in US dollars within thirty (30) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the Professional Services and the SAAS Offering until such amounts are paid in full.

b. Taxes. Fees do not include any taxes. Customer is exempt by Law from payment of State and local sales tax and federal excise tax. In the event that taxes are assessed by any governmental body on any Deliverable provided under this Agreement, in which Customer is not exempted from paying, EUNA shall have the option to terminate the Agreement in lieu of assessment of the taxes against EUNA, provided however that Customer shall have the option to pay EUNA all such tax amounts which have been properly invoiced, at Customer's discretion, to avoid termination of this Agreement. Customer shall provide EUNA with a valid tax exemption certificate upon request.

6. Service Levels and Support.

a. Service Levels. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to make the SAAS Offering available in accordance with the service levels set out in the provided service level documentation posted from time to time at on Euna's website (the "**Service Level Policy**").

b. Support. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to provide the support services described in the support services documentation posted from time to time on Euna's website at: www.eunasolutions.com/sla/ (the "**Support Services Policy**").

c. Updates. EUNA reserves the right to modify the Service Level Policy and Support Services Policy from time to time effective immediately by posting an updated policy at the links referenced above. EUNA's support obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Service Level Policy, EUNA shall not have any obligation to provide support services to any third parties.

7. Representations, Limited Warranties, and Disclaimer.

a. Representations. Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.

b. Warranties for Professional Services. EUNA warrants that it will perform the Professional Services:

(i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;

(ii) using personnel of commercially reasonable skill, experience, and qualifications; and

(iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

c. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any warranties, representations or guarantees regarding uptime or availability of the SAAS Offering except to the extent specifically included in the applicable Service Level Policy. THE FOREGOING WARRANTIES, REPRESENTATIONS AND GUARANTEES DO NOT APPLY AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR ANY FAILURE IN PERFORMANCE CAUSED BY THIRD-PARTY PRODUCTS.

EUNA Warrants, as of the effective date, SAAS Offering is secure and will take all reasonable effort to ensure malware or harmful code is not present in EUNA.

d. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties, representations and guarantees in this Agreement shall be as follows:

(i) EUNA shall use reasonable commercial efforts to promptly cure such breach, provided, that if EUNA cannot cure such breach within sixty (60) days after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.

(ii) For Professional Services, Customer's remedy for breach of the foregoing warranties, representations and guarantees shall be the re-performance of the relevant Professional Services free of charge to the extent the breach was caused solely by EUNA. The foregoing remedy shall not be available unless Customer provides written notice of such breach (which notice reasonably describes the breach and the deficiencies identified by Customer) within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(iii) For any such breach involving a failure to meet the commitments in the Service Level Policy, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Policy.

e. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL.

8. Intellectual Property.

a. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. If any derivative work is created by Customer from the SaaS Offering EUNA shall own all right, title and interest in and to such derivative work.

b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable

third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third Party Products.

c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, or (ii) has a valid license with the right to sublicense the Customer Data to EUNA as provided herein. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Diagnostic Data. Customer represents, warrants and agrees that: (A) it will comply with applicable Law, including the Laws of the territories and jurisdictions from which any Customer Data is obtained or pertains, in collecting, using, disclosing, transmitting and in soliciting the transmission of Customer Data into or with the SAAS Offering as contemplated under this Agreement; (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA; and (C) EUNA's use, storage, disclosure and other processing of Customer Data in accordance with this Agreement or Customer's instructions or direction will not cause EUNA or any of its vendors to violate any applicable Law or infringe the rights of any individual or third party.

d. Passwords. Customer is responsible for the confidentiality and use of its passwords, other credentials, and account, and in no event shall EUNA be liable for any loss of information of Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords, other credentials or account.

e. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health information, medical information, health insurance card information, policy identification numbers, or any other information that would cause EUNA to be classified as a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") or similar designation under other Laws, (ii) information that causes EUNA to be subject to any Laws beyond those Laws generally applicable to all cloud service providers, (iii) security passwords or credentials, and/or (iv) data revealing race, ethnicity, political opinions, religion, sexual orientation, philosophical beliefs or trade union membership or any other information identified under applicable Law as "sensitive information," "private information," or like designation (collectively, "**Prohibited Information**"). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify and hold EUNA harmless from and against any claims and liability arising from the transmission to EUNA of any Prohibited Information or any processing of such information by EUNA, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.

f. Feedback. If Customer or any of its employees or contractors provides, sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to the SAAS Offering, Documentation, Software, Professional Services, or any of EUNA's Intellectual Property Rights, including without limitation,

the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to EUNA, and will cause its employees, contractors and/or agents to assign to EUNA, all right, title, and interest in and to the Feedback, including all Intellectual Property Rights in the Feedback, to EUNA without further consideration. EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.

g. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP.

9. Confidentiality.

a. Generally. From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”) Confidential Information. Confidential Information shall at all times remain the property of the Disclosing Party. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party protects its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) except as permitted in this Agreement, not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s representatives (including EUNA’s affiliates and third party service providers) who need to know the Confidential Information to assist the Receiving Party, act on its behalf, or to exercise its rights or perform its obligations under this Agreement. The obligations in this section do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party’s breach of this Section; (ii) is or becomes available to the Receiving Party on a nonconfidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party’s possession prior to the Disclosing Party’s disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information of the Disclosing Party.

b. Permitted Disclosures. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required to establish a Party’s rights under this Agreement, including to make required court filings. If a Receiving Party is faced with judicial or governmental action to disclose Confidential Information of the Disclosing Party, the Receiving Party must, if legally permissible, notify the Disclosing Party forthwith and, at the Disclosing Party’s request, provide reasonable assistance in opposing such action at the Disclosing Party’s cost and expense.

c. Destruction. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy all copies of the Disclosing Party’s Confidential Information in its possession or control and upon request certify in writing to the Disclosing Party that such

Confidential Information has been destroyed, provided, however, that a Receiving Party may retain Confidential Information relevant to any pending or threatened litigation or governmental investigation and EUNA may retain Customer's Confidential Information in accordance with its information retention policies and Section 15.a, below.

d. Irreparable Harm. Each Party acknowledges that Confidential Information may constitute unique, valuable, proprietary and trade secret information of the Disclosing Party, and that unauthorized disclosure thereof by the Receiving Party may cause irreparable injury to the Disclosing Party. Accordingly, each Party acknowledges and agrees that monetary damages may not be adequate in the event of a default of this Article 9 and, therefore, that the Disclosing Party may be entitled to injunctive or other affirmative relief, without such constituting an election of remedies, and that the Disclosing Party will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Article 9, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

e. Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

10. Term, Termination, and Survival.

a. Term. The term of this Agreement (the "**Term**") commences on the Effective Date of this Agreement and will continue in effect for as long as there is an outstanding Order Form in place. Each Order Form will continue for the applicable term listed in such Order Form until terminated by either Party in accordance with this Agreement. The termination or expiration of an Order Form will not affect or otherwise terminate this Agreement or any other Order Form covering other products or services in effect at such time.

b. User Subscriptions. All user subscriptions in an Order Form shall automatically renew for additional one-year at the end of the then current subscription term listed on the Order Form, unless the Customer gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term of the subscription shall be the same as that during the prior term unless EUNA gives written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

c. Termination for Convenience. Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a "**SaaS Recovery Amount**" equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

d. Termination for Cause. In addition to any other express termination right set forth in this Agreement:

(i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

e. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, EUNA will immediately cease providing any Professional Services and Customer shall immediately discontinue use of the SAAS Offering. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

f. Non-Appropriation. In the event Customer is not granted an appropriation of funds at any time during the Term and the non-appropriation did not result from an act or omission by Customer, Customer shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of the payments for which fund shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Customer's fiscal period, Customer shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Customer; and (c) Customer has exhausted all funds legally available to pay EUNA. If Customer terminates this Agreement because of non-appropriation of funds, Customer may not purchase or lease during the subsequent fiscal period, software and/or service performing the same function as, or functions taking the place of those performed by the software and/or service provided by EUNA; however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement.

g. Survival. Sections 3.g, 4, 5, 7, 8, 9, 10, 11, 12, and 14-34 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. Indemnification.

a. EUNA Indemnification.

(i) EUNA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ("LOSSES") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY

CLAIM, SUIT, ACTION, OR PROCEEDING (“**THIRD-PARTY CLAIM**”) THAT THE SAAS OFFERING OR PROFESSIONAL SERVICES, OR ANY USE OF THE SAAS OFFERING OR PROFESSIONAL SERVICES IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS, PROVIDED THAT CUSTOMER PROMPTLY NOTIFIES EUNA IN WRITING OF SUCH THIRD-PARTY CLAIM, COOPERATES WITH EUNA, AND ALLOWS EUNA SOLE AUTHORITY TO CONTROL THE DEFENSE AND SETTLEMENT OF SUCH THIRD-PARTY CLAIM.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit EUNA, at EUNA’s sole discretion, to (A) modify or replace the SAAS Offering or Professional Services or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) terminate the license for the SAAS Offering and Professional Services and provide a pro rata refund to Customer. If EUNA determines that none of these alternatives is reasonably available, EUNA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SAAS Offering or Professional Services in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; (B) modifications to the SAAS Offering or Professional Services not made by EUNA; or (C) Customer Data; or (D) Third Party Products.

b. Customer Indemnification. CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS, AND, AT EUNA’S OPTION, DEFEND EUNA AND ITS AFFILIATES, AND THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “EUNA GROUP”) FROM AND AGAINST ANY LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM (I) THAT THE CUSTOMER DATA, OR ANY USE OF THE CUSTOMER DATA IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES, VIOLATES OR MISAPPROPRIATES SUCH THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS OR ANY LAW, OR (II) BASED ON CUSTOMER’S OR ANY AUTHORIZED USER’S (A) NEGLIGENCE OR WILLFUL MISCONDUCT; (B) USE OF THE SERVICES OR SAAS OFFERING IN A MANNER NOT AUTHORIZED BY THIS AGREEMENT; (C) USE OF THE SERVICES OR SAAS OFFERING IN COMBINATION WITH DATA, SOFTWARE, HARDWARE, EQUIPMENT, OR TECHNOLOGY NOT PROVIDED BY EUNA OR AUTHORIZED BY EUNA IN WRITING; OR (D) MODIFICATIONS TO THE PROFESSIONAL SERVICES OR SAAS OFFERING NOT MADE BY EUNA, PROVIDED THAT CUSTOMER MAY NOT SETTLE ANY THIRD-PARTY CLAIM AGAINST ANY OF THE EUNA GROUP UNLESS EUNA CONSENTS TO SUCH SETTLEMENT, AND FURTHER PROVIDED THAT EUNA WILL HAVE THE RIGHT, AT ITS OPTION, TO DEFEND THE EUNA GROUP AGAINST ANY SUCH THIRD-PARTY CLAIM OR TO PARTICIPATE IN THE DEFENSE THEREOF BY COUNSEL OF ITS OWN CHOICE.

c. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER’S SOLE REMEDIES AND EUNA’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROFESSIONAL SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitation of Liability.

a. NOTWITHSTANDING OBLIGATIONS OUTLINED IN SECTION 9 (CONFIDENTIALITY) AND SECTION 11 (INDEMNIFICATION), IN NO EVENT SHALL EUNA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. NOTWITHSTANDING OBLIGATIONS OUTLINED IN SECTION 9 (CONFIDENTIALITY) AND SECTION 11 (INDEMNIFICATION), IN NO EVENT SHALL EUNAS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO TIMES (2X) THE AGGREGATE AMOUNTS PAID OR PAYABLE TO EUNA PURSUANT TO THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL EUNA BE LIABLE FOR ANY CLAIM BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

c. UNDER NO CIRCUMSTANCES SHALL EUNA HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY CUSTOMER DATA THAT IS INPUTTED INTO THE SAAS OFFERING.

13. Press Release. The Parties may issue a joint press release announcing the launch of the SAAS Offering and Customer's use thereof. Such press releases shall be subject to Customer's approval..

14. Information Security. Each Party will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the other Party's Confidential Information, Intellectual Property, and, (i) in the case of EUNA, the Customer Data, and (ii) in the case of Customer, the SAAS IP.

15. Export of Data.

a. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Customer may request that EUNA remove Customer Data from EUNA's production systems. Customer acknowledges that as part of a commercially reasonable backup strategy, EUNA does maintain long term archival backups that may continue to contain Customer Data after termination of this Agreement. EUNA agrees not to utilize such archival backups for the specific purpose of accessing Customer Data after termination of this Agreement, unless specifically authorized to do so by Customer.

b. Data Extraction. During the Term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents. During the Term of and within thirty (30) days following termination of this Agreement, Customer may request EUNA to provide consulting services to Customer in order to perform a custom extract of Customer data from the SAAS Offering. EUNA will provide the requested consulting services for an hourly rate set forth in the Order Form or Statement of Work. Custom data extracts will be provided electronically in a text delimited flat file format (or other mutually acceptable format) and will be scrubbed of all EUNA proprietary data structures. Customer and EUNA will work together to determine a list of the specific data elements to be provided, at which point EUNA will provide an estimate of the time required to extract the data. Once the estimate has been provided, if Customer wishes EUNA to proceed with the data extract, Customer will make a mobilization payment of fifty percent (50%) of the estimated amount to EUNA. After receipt of this payment, EUNA will then have thirty (30) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for acceptance. Upon acceptance, EUNA will provide Customer with a final accounting of hours and Customer shall be responsible for payment of the additional consulting fees.

16. Authorized Reseller Status; Option to Purchase Affiliate Products. GTY Technology Holdings Inc. is the parent company to multiple other SaaS companies under the Euna brand, including Euna Solutions, Inc. in the U.S. (such subsidiaries, "Affiliates"). These Affiliates sell purpose-built products and services for the public sector ("Affiliate Products"). As of the Effective Date, Affiliates include Euna Solutions Inc., CityBase Inc., and Streamlink Software Inc. dba Amplifund. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Euna, as an authorized reseller, or Affiliates, the Affiliate Products on same terms of the Agreement. Notwithstanding the foregoing, Customer understands that different order forms, statement of work(s), and product specific service level agreements may apply. Customer will be provided the Affiliate's additional product terms and will have the opportunity to review and consent to such terms.

17. Entire Agreement. This Agreement, including and together with the Order Form referencing this SAAS and Services Agreement, and any Statements of Work, policies, and other documents referenced and incorporated herein or in the Order Form, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form, the Order Form followed by the Service Level Policy shall supersede and control. To the extent the Order Form links to legal terms other than this SAAS and Services Agreement or a Statement of Work, those terms shall not apply.

18. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address in the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). For Notices to EUNA, legal@eunasolutions.com shall be sent a courtesy email notification. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

19. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Notwithstanding the foregoing, EUNA may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets without Customer's consent.

23. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

24. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by EUNA shall be under its own control, Customer being interested only in the results thereof. EUNA shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Professional Services and the provision of the SAAS Offering. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Professional Services or the provision of the SAAS Offering. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

25. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

26. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the Commonwealth of Pennsylvania, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require

or permit the application of the Laws of any jurisdiction other than those of the Commonwealth of Pennsylvania, United States of America.

27. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the Commonwealth of Pennsylvania, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the Commonwealth of Pennsylvania. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

28. Export Regulation. Customer shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.

29. .

30. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

31. Force Majeure. “**Force Majeure Events**” means events beyond a Party’s reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in Laws), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events (except for any obligations of Customer to make payments to EUNA hereunder). The Party affected by the Force Majeure Event will promptly notify the other Party and will resume performance when the Force Majeure Event is no longer effective and the impact has been remediated.

32. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

33. Government Use. The SAAS Offering, Documentation are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS

Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the foregoing will be only those specified in this Agreement. Customer's rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.

34. Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion provided EUNA also agrees to do so in writing.

[signature page follows]

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Lancaster County, Pennsylvania

By _____

Name:

Title:

Euna Solutions, Inc.

By Andrew C. Stolz

Name: Andrew C. Stolz

Title: Vice President, Sales

EXHIBIT A
Initial Order Form

Lancaster County, Pennsylvania
150 North Queen St.
Suite 715
Lancaster, PA 17603
United States

SaaS Subscription (Including software, maintenance, support and hosting)	Licenses	Total Price
Euna Budget Framework – All Modules		
Operating Module	Unlimited	
Personnel Planning & Budgeting Module	Unlimited	
Capital Project Planning Module	Unlimited	
Read Only Licenses	Unlimited	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook & Budget Book Studio	Included	
	Recurring Annual Fee(s) Sub-Total	\$69,500.00
Professional Services (Per Statement of Work)	Units	Total Price
Planning & Analysis, Installation, Data Load & Verify, Training, and Project Management, Single Sign On Integrations with Workday ERP Operating: Actuals Import, Budget Export, Amended Budget Export Capital: Actuals Import, Budget Export Personnel: HR Data Sync, Payroll Actuals	1	\$72,300.00
	Non-Recurring Fee(s) Sub-Total	\$72,300.00
	TOTAL YEAR 1 PRICE	\$141,800.00

Currency: USD
Billing Cycle: Annual
Payment Terms: Net 30

Payment Notes:

- Annual Subscription is based on a 5-year term
- Euna will apply a 3% annual increase beginning in year 2
- Applicable taxes extra

Annual Fees:

- Year 1 is \$141,800.00 (SaaS & Professional Services)
- Year 2 is \$71,585.00 (SaaS)
- Year 3 is \$73,732.55 (SaaS)
- Year 4 is \$75,944.53 (SaaS)
- Year 5 is \$78,222.86 (SaaS)
- Total 5 year Contract is \$441,284.94
- If the County elects to pay years 2-5 on year 2 renewal, the County will save \$15,167.39.

Terms of Payment:

- Year 1 Software Subscription:
 - Due 100% upon Acceptance Date of Order Form (Net 30) and annually in advance for future years
- Professional Services:
 - 25% due the earlier of software installation or 30 days from Contract Effective Date
 - 25% due the earlier of historical (Operating) budget available for validation or 60 days from Contract Effective Date
 - 25% due the earlier of (Operating) actuals import integration configuration created & tested or 90 days from Contract Effective Date
 - 25% due the earlier of completion of training or 120 days from Contract Effective Date
- Additional Professional Services for Change Orders during the first 12 months after contract effective date will be charged at the rate of \$225/ hour. After 12 months, additional Professional services will be charged at Euna Solutions' then current hourly rate, currently set at \$250/hr

EXHIBIT B

Statement of Work, SLAs, and Support

Statement of Work Euna Budget Implementation for Lancaster County PA

Revision History

Rev.	Date	Authors	Notes/Changes
1			

1. General

1.1. Shared Responsibility

Euna Solutions and The Customer agree that the implementation of Euna Budget is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Euna Solutions nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

Euna Solutions shall provide the professional service as defined in this Statement of Work, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Euna Solutions, the obligation to provide professional services to The Customer expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form

1.2. General Clarification

Initial Data Load

“Data import”, “import workbooks”, and “initial data load” are synonymous terms referring to the initial migration of data from The Customer's existing systems into Euna Budget.

Where this initial data load is to be performed by Euna Solutions, the data shall be returned to Euna Solutions in Excel workbooks. Euna Solutions' Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use The Customer's terminology and to incorporate all elements of The Customer's chart of accounts, other data entities, and columns within those data entities. Such data provided must be “clean”, consistent, and complete. The Euna Solutions PM is not responsible for cleaning data, and will not repeatedly load data in order to repair issues and/or add missing information.

The Customer can use the software's user interface or Euna Budget's Excel® export/import feature to further amend and maintain data, or to load data where this is a customer task.

For example, where Euna Solutions' work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the customer can load using Excel® export/import.

Data Model

The Euna Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror The Customer's data structures, notably the chart of accounts that is unique to The Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match The Customer's terminology;
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
- The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Personnel, Capital, Financial Statements, and Performance);
- GL Account Categories must be categorized as containing either a revenue or expenditure accounts (accommodation is made for other account types in the Financial Statements module);
- Euna Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.

Integrations

"Integration" as used in this Statement of Work refers to the automation of data exchange between Euna Budget and 3rd party systems. For each of the integrations in scope, Euna Solutions shall be responsible for:

- Configuring data transformations, as described by The Customer during the implementation.
- Providing the software interface into Euna Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server).

Euna Solutions does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a "cloud" environment, Euna Solutions is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by The Customer. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

- Records being copied into Euna Budget require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).

- While it is likely that Euna Budget can accommodate any chart of account segments (“chart fields”), and Euna Solutions shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.
- Euna Budget integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing Active, and projects, etc. is not automatically updated from the general ledger or other external system.
- Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Euna Solutions will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.
- Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.
- Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.
- Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation, but each amendment integration will only work in one of these modes.
- Actuals Import integrations cannot be used to amend the budget.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section “2.11. Customizations” of this Statement of Work document. Sections prior to “2.11. Customizations” detail the delivery of standard product functionality and services.

2. Statement of Work

In the Statement of Work tables, entries in the column headed “Statement of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the statement of work to be undertaken by Euna Solutions professional services. There may be additional refinement of the scope.
Customer task	The task or function is not within the statement of work to be undertaken by Euna Solutions professional services, but will be undertaken by The Customer, with such help from Euna Solutions as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the statement of work to be undertaken by Euna Solutions professional services, nor will it be undertaken by The Customer.

2.1. Euna Budget Configuration & Shared Components

Functional Area	Description	Statement of Work
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<p>Production System</p>	<p>Hosting of the single production instance of the Euna Budget system. Note that in addition to the hosted production system, The Customer must provide user workstation environments as follows:</p> <ul style="list-style-type: none"> • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.68 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • Microsoft's freely available desktop version of Report Builder installed (if self-serve report authoring is required from browsers other than Internet Explorer or Edge) - note that Microsoft have rebranded this "Power BI Report Builder". 	<p>In scope As per hosting agreement.</p>
<p>Sandbox System(s)</p>	<p>Sandboxes are hosted for The Customer's development/test/QA/training needs. They are refreshed on demand by administrative users from within the application and are a clone of the production database. Integrations are not enabled by default and single sign-on (SSO) may need to be configured for sandboxes. Euna Solutions reserves the right to remove dormant sandboxes but these can be recreated by The Customer as needed.</p>	<p>In scope: A single sandbox.</p>
<p>RoSA (Read-only SQL Access)</p>	<p>RoSA is an optional service giving The Customer's IT team read-only access to a password protected copy of the database. It uses Microsoft Azure geo-replication to replicate in near real-time, and is accessible using ODBC. Note: Euna Solutions is not able to add The Customer's own code or other objects (views, functions, stored procedures) to this database.</p>	<p>Not in scope</p>

<p>Project Management & Analysis</p>	<p>Euna Solutions will assign an Implementation Manager (“PM”) to lead this implementation on Euna Solutions' behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section “3.0.1. Euna Solutions Project Management Responsibilities” of this Scope of Work.</p> <p>Limitations:</p> <ul style="list-style-type: none"> - Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Euna Solutions PM is obligated to attend/host. Exceeding this limit is at the discretion of Euna Solutions' PM. This does not limit his or her availability for ad-hoc contact as needed. - The scope includes overhead of project management and analysis as stated in the “Scope or Work” column at right. Where delays are not on the part of Euna Solutions, additional project management and analysis beyond this limit may be billable at Euna Solutions' standard services rate. 	<p>In scope with:</p> <ul style="list-style-type: none"> - One weekly status meeting; - 30 weeks of project management and analysis contiguous from project kick-off, or until all other implementation services are delivered, whichever occurs first.
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<p>Consulting Services - BPI</p>	<p>Euna Solutions will facilitate a review of:</p> <ul style="list-style-type: none"> - The budget process for both the operating and capital budgets; - The chart of accounts; - Personnel planning and budgeting; - Reporting requirements. <p>This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.</p> <p>Budget Process End to end review, including high level descriptions of the tasks performed, the timing of these tasks, and dependencies. Euna Solutions will facilitate a design of the budget process as it relates to the Euna Budget system being implemented, seeking opportunities for improvement. This output will be documentation of:</p> <ul style="list-style-type: none"> - Budget process stages; - What happens in each stage; - Input, outputs, and participants in each stage; - Stage permission requirements. <p>Chart of Accounts Determine the data model, including the COA, roll-ups (whether part of the GL or not), and other budgetary fields of data. Complete field mapping and prototyping in Euna Budget.</p> <p>Personnel Budgeting Review and refine personnel budgeting process and data. To include common personnel budget issues including vacant positions, overtime, benefits, allowances, and statutory deductions.</p> <p>Reporting Requirements Ensure reporting is supported by the data model. Identify reports in three primary groups: those required for developing budget, those required for managing budget, and those disseminating for information “up and out” (management and public. Reporting can be through traditional print reports, saved searches, dashboards, smart reports, and OpenBook.</p> <p>The customer will assume responsibility for maintaining all process documents after hand-off.</p>	<p>Not in scope</p>
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<p>Consulting Services - Change Management</p>	<p>Euna Solutions will facilitate a change management process in relation to the implementation of Euna Budget. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.</p> <p>A change management plan document will be produced based on the information gathered, containing:</p> <ul style="list-style-type: none"> - What is changing; - Organizations impacted by the change; - Each organization's ability and willingness to change; - A training plan; - Strategies for dealing with the change. <p>Note that the change management included in this item offer the benefit of Euna Solutions' experience in the domain of budget system implementation. It is not the enactment of, or replacement for, a comprehensive project of change management as may be required by the customer's PMO (project management office), or for a significant change beyond the introduction of a new system that approximates to current processes and procedures.</p>	<p>Not in scope</p>
<p>On-Site PM Visits</p>	<p>Each on-site visit by Euna Solutions' PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week. Where more than one individual is on-site at the same time this is considered as multiple visits (one per individual attending).</p> <p>Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. Costs associated with travel, board and lodging for on-site visits are payable by The Customer as per contract.</p> <p>All other work by the Euna Solutions lead(s) will be carried out off-site and contact will be via normal telecommunication channels.</p>	<p>Not in scope</p>
<p>Application-Level Security</p>	<p>Determine how and when to use the various security levels available within Euna Budget, enter users and assign them to groups and roles.</p>	<p>Customer task: Euna Solutions will assist with this task until administrators have received training in security configuration.</p>
<p>Single Sign-On</p>	<p>Configure Euna Budget to use The Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon.</p>	<p>In scope: Configure production instance to use The Customer's SAML</p>

		(Microsoft Entra ID aka Azure AD) Authentication for user logon. Euna Solutions is not responsible for software and configuration changes required to make it authenticate with non-standard implementations of authentication protocols.
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Euna Budget standard data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions: <ul style="list-style-type: none"> • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units 	In scope
Analytics ...		
Standard Reports	Provision of Euna Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Euna Budget's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Euna Budget's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on.	In scope

2.2. Operating Module

The Euna Budget Operating module is included in this installation.

Functional Area	Description	Statement of Work
Optional Features ...	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.</i>	

<p>Strategic Planning Add-in</p>	<p>Configuration to include strategic plans within The Customer's budgets. Self-implementation services include:</p> <ul style="list-style-type: none"> • Configuration of the system after deployment of the package; • Strategic Plan PowerPoint Presentation. <p>Guided implementation includes the above plus the following:</p> <ul style="list-style-type: none"> • Additional configuration of the system including 2 custom dashboards and 4 custom layouts • Strategic plan data import workbooks • Strategic plan training <p>If assistance is not in scope, then the package is provided as-is and The Customer is responsible for configuration and development of processes and tools. The Customer may configure the system to their needs, or request Euna Solutions assistance through a change order.</p>	<p>Not in scope</p>
<p>Configuration ...</p>		
<p>Import Costing Centers</p>	<p>Configuration and data import of standard Euna Budget Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages. 	<p>In scope</p>
<p>Initial Data Load ...</p>		
<p>Import Initial Budget</p>	<p>Import the current/future Operating budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items at the chart of account level ... by Costing Center. 	<p>In scope: Euna Solutions will import the most recent budget with 1 years of future forecast data. Euna Solutions will repeat the import once, to accommodate a refresh prior to going live.</p>
<p>Import Historic Budgets</p>	<p>Import prior years' Operating budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.</p>	<p>In scope: Euna Solutions will import 2 prior years' budgets.</p>

Import Actuals Transactions	Import Operating actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Euna Budget's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future Operating statistical budget from data import workbooks: <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level ... by Costing categorized. 	Customer task: The Customer will enter their statistical budget data using Euna Budget's user interface or Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using Euna Budget's user interface or Excel® export/import feature.
Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Euna Budget's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	Automated facility to transfer the Operating module budget data from Euna Budget to The Customer's Workday general ledger at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Euna Solutions will create no more than 1 point of integration for the approved operating budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Euna Budget to The Customer's Workday general ledger, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	In scope: Euna Solutions will create no more than 1 point of integration for the operating budget amendments.

Actuals Import	<p>Automated facility to transfer actual data from The Customer's Workday general ledger to the Euna Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.</p>	In scope: Euna Solutions will create no more than 1 point of integration for the operating actual costs.
Statistical Budget Export	Automated facility to transfer the Operating statistical budget data from Euna Budget to a single target system at the approved budget object/costing centre level when invoked by a user.	Not in scope
Amended Statistical Budget Export	<p>Automated facility to transfer individual approved amendments to the Operating statistical budget data, from Euna Budget to a single target system, or the other direction as required.</p> <p>This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.</p>	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Euna Budget Budget Operating statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.3. Personnel Planning & Budgeting Module

The Euna Budget Personnel Planning & Budgeting module is included in this installation.

Functional Area	Description	Statement of Work
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Initial Data Load ...	<p><i>Configuration and data import of standard Euna Budget Personnel data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions. At a minimum, the files will contain the data necessary to:</i></p> <ul style="list-style-type: none"> • <i>Create positions;</i> • <i>Create salary grades;</i> • <i>Create salary grade steps;</i> • <i>Create modifiers (benefits);</i> • <i>Create employees;</i> • <i>Allocate employees to positions;</i> • <i>Allocate positions to costing centers.</i> <p><i>For the purpose of the above, the definitions of positions, grades, grade steps, employees and modifiers shall be those found in the Euna Budget Personnel manual. The relationships between them shall be those currently supported by Euna Budget and described in the Euna Budget Manual.</i></p>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance.</p> <p>Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p>	Customer task: Euna Solutions will assist with this task until administrators have received training in modifier configuration.
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration ...		
Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer’s HR or payroll system to the Euna Budget Operating module; automatically scheduled, and/or on demand. This data may be used to replace existing GL Actuals with payroll detail or may be stored in a separate table.	In scope: Euna Solutions will create no more than 1 point of integration for the payroll actuals.
HR Data Sync.	<p>Automated facility to synchronize Personnel data between Euna Budget and The Customer’s HR or payroll system. This integration synchronizes:</p> <ul style="list-style-type: none"> • New, deleted, and updated employees; • New, deleted, and updated positions; • Changes in employee-position relationships; • Changes in position-costing centre relationships. <p>The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the “Customizations” section of this Scope of Work.</p>	In scope: Euna Solutions will create no more than one integration for Employees, one for Positions, and one for Position Allocations.

	Notwithstanding responses to Requests for Proposals or other communications between Euna Solutions and The Customer, the integration of custom chart field items is not included unless expressly set out in the “Customizations” section of this Scope of Work.	
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2.4. Capital Module

The Euna Budget Capital module is included in this installation.

Functional Area	Description	Statement of Work
Configuration ...		
Import Projects	<p>Configuration and data import of standard Euna Budget Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. <p>The configuration data may optionally contain data necessary to:</p> <ul style="list-style-type: none"> • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics. 	In scope
Initial Data Load ...		
Import Initial Budget	<p>Import the current/future capital budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts and Funds ... by Project. 	<p>In scope: Euna Solutions will import the most recent budget with 5 years of future forecast data. Euna Solutions will repeat the import once, to accommodate a refresh prior to going live.</p>
Import Historic Budgets	<p>Import prior years' capital budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.</p>	<p>In scope: Euna Solutions will import 2 prior years' budgets.</p>

Import Actuals Transactions	Import capital actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Euna Budget's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future capital statistical budget from data import workbooks: <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level ... by Project 	Customer task: The Customer will enter their statistical budget data using Euna Budget's user interface or Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' capital statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using Euna Budget's user interface or Excel® export/import feature.
Import Statistical Actuals Transactions	Import capital statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Euna Budget's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	Automated facility to transfer the Capital module budget data from Euna Budget to The Customer's Workday general ledger or project system at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Euna Solutions will create no more than 1 point of integration for the approved capital budget.

Amended Budget Export	<p>Automated facility to transfer individual approved amendments to the Capital module budget data, from Euna Budget to The Customer's Workday general ledger or project system, or the other direction as required.</p> <p>This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	Not in scope
Actuals Import	<p>Automated facility to transfer actual data from The Customer's Workday general ledger or project system to the Euna Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.</p>	In scope: Euna Solutions will create no more than 1 point of integration for the capital project actuals.
Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Euna Budget to a single target system at the approved budget object/costing centre level when invoked by a user.	Not in scope
Amended Statistical Budget Export	<p>Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Euna Budget to a single target system, or the other direction as required.</p> <p>This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.</p>	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Euna Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.5. Reserved

2.6. Performance Measures

The Performance Measures module is included in the framework license, however this SoW does not include configuration of the system by Euna Solutions. The Customer may use the online training material to make use of Performance Measures.

Functional Area	Description	Statement of Work
Configuration ...		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system.	Not in scope
Initial Data Load ...		
Measures	Configuration of the initial set of performance measures.	Not in scope
Scorecards	Configuration of the initial set of performance measurement scorecards, and including them on dashboards.	Not in scope
Integration ...		
Measure Actuals Import	Automated facility to load actual data from The Customer's 3rd party data collection systems to the Euna Budget performance measures module on a scheduled basis; and/or on demand. Users can add measure actuals data not available through an automated interface through the user interface or using Excel® export/import.	Not in scope

2.7. OpenBook and Budget Book Studio

A subscription for Euna Solutions' "OpenBook" cloud service for data transparency is included in this implementation. This subscription includes the "Budget Book Studio" add-in.

Functional Area	Description	Statement of Work
<p>Configuration ...</p> <p>System Administration</p>	<p>General configuration of OpenBook Core to set the look-and-feel, captions, and add users.</p>	<p>Customer task: As a customer task, The Customer will leverage Euna Solutions' training material and reasonable assistance of Euna Solutions' PM or consultant to understand the administration options.</p>
<p>Configuration of Euna Budget</p>	<p>Configure ad hoc views in Euna Budget as a convenient source of source of OpenBook Core data.</p>	<p>In scope: Euna Solutions will, with the help of The Customer, configure up to 3 ad hoc views as a source of data for OpenBook Core. The Customer is able to configure as many additional ad hoc views as required.</p>
<p>Configuration of OpenBook Core Visualizations</p>	<p>The Customer is able to add multiple "visualizations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles. The Customer is also able to add their own stories with "spotlights" and "highlights".</p>	<p>In scope: A Euna Solutions consultant will assist in configuring OpenBook Core "Vizualizations" and "Stories" to a limit of 10 hours of consulting time (additional services can be purchased at Euna Solutions' standard hourly rate).</p>

<p>Configuration of Budget Book Studio</p>	<p>The Customer is able to add multiple budget books to their OpenBook site following their approval workflow in “Budget Book Studio” . Budget books are built with a Customer defined layout of data tables, reports, paragraphs of text, images, charts, and can embed OpenBook's “highlights” and “spotlights”. Euna Solutions services include:</p> <ul style="list-style-type: none"> • Training, including an optional introduction for newcomers to OpenBook. • Review source budget data: account groups, funds, and departments. • Configuration of a Budget Book to support these structures.(Note: Budget Book is not suitable for arbitrary data mapping, complex (re)calculation of values, and/or reporting of budget using roll-ups and segments other than those by which the budget is built and managed in Euna Budget.) • Creation of “views” in Euna Budget. * • Configuration & testing of data integration from Euna Budget. * • Configure standard content and assist with requested changes to standard format. • Guidance on completing tasks, including: <ul style="list-style-type: none"> o manual input of values deemed non-automatable; o insertion of unstructured data from files such as images, maps, award certificates, and charts; o sharing experience of layout and content options. • Miscellaneous configuration and content authoring assistance. <p>* Where the source system is not Euna Budget, The Customer is responsible for providing clean, well organized data in CSV file for upload.</p>	<p>In scope: A Euna Solutions consultant will assist in configuring the first budget book, over a period not exceeding 8 weeks to a limit of 40 hours of consulting time (additional services can be purchased at Euna Solutions' standard hourly rate).</p>
<p>Content Authoring and Editorial Services</p>	<p>Authoring text and generating image (photo, graphic, map, chart, etc.) content for budget book(s).</p>	<p>Customer task</p>
<p>Integration ...</p>		
<p>Import from Euna Budget</p>	<p>Connection of OpenBook to Euna Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Euna Budget.</p>	<p>In scope</p>

Import from CSV Files	Initial and ongoing population of datasets through the import of .CSV files.	Customer task: As a customer task, The Customer will leverage Euna Solutions' training material and reasonable assistance of Euna Solutions' PM or consultant to load and configure datasets from CSV files.
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2.8. Training

Functional Area	Description	Statement of Work
Online Resources	Euna Solutions maintains a substantial library of online training courseware. Having signed-up with a valid Customer email address, all material is available to all users during and after the implementation.	
Training Approach	<p>Euna Solutions' standard training model is to train the trainers/advanced users within The Customer's organization in all implemented aspects of the application. Training is a blend of online courseware and "live" training, either in a classroom (if in scope, see "Training Location" below) or via a web conference. In the case of video training Euna Solutions' PM will field outstanding questions after the scheduled viewing.</p> <p>Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.</p>	
Training Schedule	<p>Euna Solutions' PM will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively The Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Euna Budget.</p> <p>Having received train-the-trainer training, the Customer is responsible for training the end users, except where explicitly included in scope (below).</p>	

Training Location	<p>* Note that this item relates only to location of training and does not confer training in addition to those items scoped below.</p> <p>On-Site Training: Is not included.</p> <p>Remote Training: All training provided by Euna Solutions will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to The Customer for storage and dissemination using their own media repository.</p>	
Instructional Videos/eLearning Courseware	Instructional on-boarding videos tailored to The Customer's process (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show general system usage, and how to enter and query budgets.	Not in scope
Train-the-Trainer Training Sessions	<p>Training trainers, as well as advanced users and application administrators, in the modules, features, and processes implemented. Sessions may cover the following topics:</p> <ul style="list-style-type: none"> • Administration • Administrator Authored Reporting • Operating Module • Personnel Planning Budgeting Module • Capital Module <p>. Euna Solutions' PM will work with The Customer's project lead to ensure this training is focused where needed.</p> <p>Training for the following occur as part of their implementation process and is NOT part of this scope item:</p> <ul style="list-style-type: none"> • OpenBook • Budget Book 	<p>In scope: This scope of work includes up to 5 training sessions including preparation time.</p>
Train-the-User Training Sessions	Training end-users to use the modules, features, and processes implemented.	Customer task

2.9. Reserved

2.10. Reserved

2.11. Customizations

2.11.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Statement of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Statement of Work does not include the development of custom reports or ad hoc entities.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.3. Specifications

Before Euna Solutions undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Euna Solutions shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

2.11.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Statement of Work.

2.11.5. Warranty

Once completed the custom work shall be warranted by Euna Solutions in accordance with the "Technical Support Services" section of the Software License Agreement.

3.0. Project Management

3.0.1. Euna Solutions Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. Ensure the timely execution of Euna Solutions' deliverables.
3. Ensuring that members of The Customer team are sufficiently educated in the Euna Budget application understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.

6. Advising The Customer of the impact on the expected delivery dates of any Euna Solutions or Customer deliverable is advanced or delayed.
7. Tracking issues through an issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

3.0.2. The Customer Project Management Responsibilities

1. Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Euna Solutions PM.
3. Providing definitive responses to the Euna Solutions PM on all decision points.
4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Euna Solutions PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.
8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Euna Solutions deliverables.

3.0.3. Project Planning

1. The project plan will be prepared by the Euna Solutions project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Euna Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Euna Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
 - c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
 - d. Documentation of the agreed configuration and customizations.
 - e. The preparation of data import templates consistent with the agreed configuration and customizations.
 - f. The completion by The Customer of the data import templates.
 - g. The import by Euna Solutions of the data import templates.
 - h. Customer approval of the imported Euna Budget structures and data.
 - i. The creation of custom report entities to support The Customer's reporting, where such reporting is not readily available within Euna Budget's natural data model.
 - j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
 - k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
 - l. The preparation of change orders and specification for any custom reports not detailed in this Statement of Work.
 - m. The development by Euna Solutions of any required custom reports, whether detailed in this Statement of Work or added to the scope through a change order.
 - n. The testing and acceptance of custom reports and report views.
 - o. The deployment of custom reports and report views.

- p. The development of an integration strategy for updating the Euna Budget database with actual result data from the financial system and the passing of budget data into the financial system.
- q. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
- r. The development by Euna Solutions of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Euna Budget database;
 - iii. integration components required to initiate the execution of integrations.
- s. The deployment of all integration components.
- t. The testing and acceptance by The Customer of the integration components.

4. Customer Resources

- 1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with their General Ledger, ERP, HR, and other 3rd party systems.

General Service Level Agreement

Overview

The purpose of this Service Level Agreement (SLA) is to outline the general terms and conditions under which Euna Solutions will deliver hosted services to each of its clients. This document aims to ensure a mutual understanding of the service expectations, responsibilities, and performance standards between the parties involved.

This general SLA covers the common provisions of multiple products and services, including but not limited to Budget, Payments, and Procurement. It defines the general service levels, performance metrics, support processes, and maintenance schedules applicable to these hosted solutions. The scope of this agreement is to ensure that Euna Solutions delivers consistent, reliable, and high-quality services, thereby supporting client business operations effectively.

Service Performance

Availability

Solutions are continuously monitored by automated systems that track availability 24/7. The service is considered "available" when end-users can successfully access the hosted application as intended.

Uptime Guarantee

Euna Solutions is committed to delivering reliable solutions, ensuring that all hosted applications remain available for a minimum of 99.5% uptime within any given calendar quarter.

Uptime percentage is determined based on the total number of minutes during which the service is operational in each quarter, e.g. $100\% - (\text{Unplanned downtime minutes} / \text{Minutes in the quarter})$.

Service Credit Terms

If service uptime falls below 99.5% during any calendar quarter, customers may request a review of service performance for that period. Upon confirmation by Euna Solutions that the uptime commitment was not met, service credits may be approved in proportion to the amount of downtime that exceeded the SLA target. Approved service credits will be applied as a discount toward the customer's next contract renewal. Requests for a Service Credit review must be submitted by a minimum of ninety (90) days prior to a contract renewal date.

Uptime Exclusions

- Any scheduled maintenance period where solution is unavailable due to an update or maintenance activity.
- A force majeure event where Euna Solutions has no direct control over resolving an issue.
- Emergency maintenance where, if unaddressed, would result in material breach of SLA, data loss, or system security, or could significantly impact service availability or security.

Support and Maintenance

Standard Support Hours are 8am to 8pm Eastern Standard Time, Monday – Friday, excluding statutory holidays. Please note that these Standard Support Hours do not apply to all Euna Solutions products. Product-

specific variations, including Euna Special Education, are outlined in *Addendum A – Product-Specific Exceptions*.

Response times vary by priority as defined in the unified SLA grid below. Priority definitions and targeted response times are detailed in Section Support Prioritization.

Maintenance windows may vary by product. However, Euna Solutions will make every effort to ensure that, outside of emergencies, such maintenance occurs outside of client business hours. Where maintenance is not part of a regularly scheduled window, Euna will provide advance notice.

Responsibilities

Euna Solutions shall:

- Use commercially reasonable efforts to provide its customers with maintenance and support services (“Support Services”) via telephone, electronic mail, or other electronic means.
- Host in a secure SOC2 environment such as AWS or Azure.
- Be responsible for maintaining application and information system software versions, updates, patches, and security.

Client shall:

Support Services, Support Prioritization, and Service Level Goals

To ensure consistent handling, Euna classifies all support requests into one of four categories:

- **Requests** – General inquiries, guidance, or administrative actions, such as account setup or feature clarification.
- **Incidents** – Unplanned events that disrupt or reduce the quality, performance, or security of a service (for example, a system outage or network issue).
- **Problems** – Issues indicating that the service is not functioning as intended, often recurring or localized (for example, incorrect data display or repeated error messages).
- **Changes** – Planned modifications to infrastructure or services, such as upgrades, new feature rollouts, or adjustments to the production environment.

Support Services do not include the following:

- (i) On-site support;
- (ii) Client developed interfaces, API interactions, or customizations;
- (iii) Client developed reports;
- (iv) End-User training or re-training;
- (v) Any problem resulting from the Client combining or merging the Software with any hardware or software not supplied by Euna Solutions, or not identified by Euna Solutions as compatible with the Software and/or Systems
- (vi) Correction of data issues derived from user error or Software misuse;
- (vii) Changes to Euna Solutions developed custom reports or Permitted Customizations (including Euna Solutions supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests.
- (viii) Support provided directly to third-party users, sub-recipients, applicants, or any other end users of the Client’s customers, except where otherwise specified in applicable product-specific terms (see *Addendum A – Product-Specific Support Exceptions*).

Each support request is then prioritized based on its impact and urgency (see *Prioritization Matrix below*) and handled according to the target response & resolution times outlined below.

Urgency is how bad the problem is, and Impact is how quickly the problem needs to be addressed. The combination of these determines the resulting Priority (P1–P4).

Priority	Urgency Mapping	Target First Response Time	Target Resolution / Workaround Time	Examples
P1 (Critical)	Urgent	Within 1 hour	Euna shall resolve or provide a workaround for the support request as soon as possible and no later than 12 business hours after Euna's receipt of the support request. If resolution cannot reasonably be provided within 12 business hours, Euna shall provide status updates every few hours, or as situationally reasonable, until a resolution has been provided. P1 issues are worked 24x7 until resolved or mitigated.	Full system outage; data corruption; security breach; critical functionality inaccessible
P2 (High)	High	Within 2 hours	Euna shall resolve or provide a workaround for the support request as soon as practicable and no later than 2 business days after Euna's receipt of the support request. If resolution cannot reasonably be provided within 2 business days, Euna shall provide status updates every few hours, or as situationally reasonable, until a resolution has been provided.	Multiple sites affected; severe performance degradation; fiscal close reports not generating
P3 (Medium)	Medium	Within 4 hours	Target resolution within 7 business days, or inclusion in the next	Single site affected; workaround available; non-

			planned release or a future planned release cycle.	critical process disruption
P4 (Low)	Low	Within 8 hours	Target resolution within 14 business days, or inclusion in a future planned release cycle.	Cosmetic issue; minor UI bug; informational request

Euna Service Desk will make every effort to fulfill requests and support incidents in alignment with the unified SLA grid set forth above. Euna Solutions maintains internal measurements of responsiveness, and in the spirit of transparency, will showcase our average first response time for the current calendar year. Any such metrics are provided for informational purposes only and do not modify or amend this SLA.

Euna Service Desk YTD 2025 Average First Response Time: 27 Minutes

Prioritization Matrix

IMPACT	URGENCY			
	Critical	High Affects 10-30% of tenants, leading to significant service degradation or partial outage	Medium Affects less than 10% of tenants, with minor service performance degradation	Low Affects individual tenants or a very small group, with negligible impact on overall service performance
<p>Extensive</p> <p>Critical business operations are halted, resulting in substantial financial loss or reputational damage</p>	P1	P1	P2	P3
<p>Significant</p> <p>Important business functions are impaired, necessitating urgent attention and resolution</p>	P1	P2	P3	P4
<p>Moderate</p> <p>Non-critical business operations are affected, requiring timely intervention</p>	P2	P3	P4	P4
<p>Minor</p> <p>Very low impact on business operations,</p>	P3	P4	P4	P4

typically involving minor inconveniences

Addendum A – Product-Specific Support Exceptions

This Addendum outlines exceptions to the general Support Services provisions for specific Euna Solutions products where direct support may be extended to users outside the Client’s organization. These exceptions are product-specific and do not alter or expand the general scope of Support Services defined in this Agreement.

Product	Exception
Euna Procurement	Euna Solutions may, at its discretion, provide support directly to vendor or supplier users who access the system for bidding, registration, or other procurement-related activities. This exception applies solely to Euna Procurement and does not extend to any other Euna Solutions products.
Euna Special Education	Standard Support Hours for Euna Special Education are Monday through Friday, 8:30 AM to 5:30 PM Eastern Time (excluding holidays).

Future product-specific exceptions, if any, will be documented in this Addendum and incorporated by reference into the Agreement upon mutual execution or written notice.

End of Document

RESOLUTION NO. 6 OF 2026

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to encumber and reauthorize the amounts in the accounts listed on the attachment for availability in FY 26 from County American Rescue Plan Act (ARPA) funds, other grant funds, and operational funds already received.

This resolution provides the necessary not to exceed spending authority in FY 26 for the specific goods and/or services previously authorized in prior fiscal years, which are enumerated in Annual Allocation & Encumbrance Carry Forward Recap, grouped together by account in Attachment A. Since the revenue for these items was realized in prior fiscal years, there is no corresponding revenue adjustment required.

ADOPTED this _____ day of January 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

2025 ENCUMBRANCES and ALLOCATIONS**TOTALS**

CIP - Owner's Rep – New Prison	\$	10,771.86	
CIP - Design & Engineering - New Prison	\$	303,608.62	
CIP - Various Other Projects	\$	2,315,391.40	
CIP FUNDS TOTAL			\$ 2,629,771.88
ARPA - County Projects	\$	4,510,148.67	
ARPA - Community Projects	\$	2,426,669.00	
ARPA FUNDS TOTAL			\$ 6,936,817.67
State ERAP II Program Funds	\$	923,022.75	
Opioid Settlement Funds	\$	3,581,075.49	
ERP Software Support	\$	266,360.75	
AOPC Grants	\$	6,369.38	
ALLOCATED FUNDS TOTAL			\$ 4,776,828.37
ENCUMBERED and ALLOCATED TOTALS			\$ 14,343,417.92

ENCUMBERED OPERATIONAL FUNDS***TOTALS**

7200	\$	1,320.06
7300	\$	30,786.71
7600	\$	5,510.68
	\$	37,617.45
APPS - Supervision Services Total		
7300	\$	3,370.00
	\$	3,370.00
APPS-Special Supervision Total		
7200	\$	1,476.00
7300	\$	15,430.98
	\$	16,906.98
Behavioral Health Total		
7200	\$	6,885.21
7600	\$	2,607.82
	\$	9,493.03
Behavioral Health-Early Intervention-Intellectual Disabilities Total		
7200	\$	590.00
7300	\$	465.34
7421	\$	9,186.95
	\$	10,242.29
Children & Youth Total		
7200	\$	4,449.24
	\$	4,449.24
Clerk of Courts Office Total		
7300	\$	32.42
	\$	32.42
Commissioners Office Total		
7200	\$	199.00
	\$	199.00
Court Reporters Total		
7200	\$	7,025.22
7300	\$	124,900.62
7600	\$	8,588.38
	\$	140,514.22
Department of Public Safety Total		

ENCUMBERED OPERATIONAL FUNDS*

TOTALS

7300		\$	874.19
7600		\$	2,561.37
	District Attorneys Office Total	\$	3,435.56
7600		\$	1,801.90
	Drug & Alcohol Total	\$	1,801.90
7300		\$	23,442.98
7500		\$	35,311.43
	Engineers Office Total	\$	58,754.41
7200		\$	517.61
7300		\$	344,534.07
7500		\$	10,740.00
7600		\$	229.30
	Facilities Management Total	\$	356,020.98
7300		\$	13,213.00
7600		\$	15.97
	Information Technology Total	\$	13,228.97
7200		\$	1,529.50
	Judicial Operations Total	\$	1,529.50
7300		\$	8,110.81
7600		\$	3,868.85
	Juvenile Probation Total	\$	11,979.66
7300		\$	16,408.84
	Legal Department Total	\$	16,408.84
7300		\$	500.72
	Magisterial District Court Total	\$	500.72
7200		\$	172.30
	Office of Aging Total	\$	172.30
7300		\$	38,225.75
7600		\$	26.07
	Planning Total	\$	38,251.82
7200		\$	380.20
7300		\$	12,000.00
7600		\$	314.55
	Prison Total	\$	12,694.75
7600		\$	2,761.68
	Property Assessment Total	\$	2,761.68
7200		\$	6,610.00
	Prothonotary Total	\$	6,610.00
7200		\$	234.96
7300		\$	179.67
7600		\$	177.95
	Public Defender Total	\$	592.58
7300		\$	8,777.45
7600		\$	43.60
	Purchasing Total	\$	8,821.05
7300		\$	47,948.38
	Recorder of Deeds Total	\$	47,948.38

Attachment A

ENCUMBERED OPERATIONAL FUNDS*			TOTALS
7200		\$	679.04
	Register of Wills Office Total	\$	679.04
7200		\$	22,570.53
7300		\$	115,129.83
	Sheriffs Office Total	\$	137,700.36
7300		\$	907.90
	State Institutions Total	\$	907.90
7300		\$	15,000.00
	Voter Registration Total	\$	15,000.00

ENCUMBERED OPERTIONAL FUNDS TOTAL

\$ 958,625.03

GRAND TOTAL 2025 CARRY FORWARD FUNDS

\$ 15,302,042.95

* *Operational Fund Accounts - 7200 (Goods), 7300 (Services), 7500 (Capital)*

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

WEDNESDAY, JANUARY 28, 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 January 21, 2026 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
 - a. **Youth Intervention Center – Renewal Agreement with National Partnership for Juvenile Services (NPJS)**
Bryan Hubbard, Director
 - b. **Adult Probation and Parole Services – Annual Grant Award with the Pennsylvania Commission on Crime and Delinquency (PCCD)**
Jennifer Luciano, Director
Jennifer Nissley, Deputy Director
 - c. **Purchasing Department on behalf of the Prison – Amended Agreement with End2End Safety LLC, dba ATIMS**
Mike Armer, Buyer III
Joshua Onderdonk, Lieutenant
 - d. **Sheriff's Office – Renewal Agreement with Cross and Crown**
Chris Leppler, Sheriff
Marc Shaffer, Chief Deputy Sheriff
 - e. **Agricultural Preserve Board – Resolution No. 5 of 2026 – Ag Preservation Funding**
Matt Knepper, Director, Agricultural Preserve Board
Jeff Swinehart, President and CEO, Lancaster Farmland Trust
 - f. **Children and Youth Agency and/or Juvenile Probation – Renewal and New Agreements**
Crystal Natan, Executive Director, Children and Youth Agency
Cheri Modene, Director, Juvenile Probation

- g. **Purchasing Department on behalf of Budget Services –**
Linda Schreiner, Director, Purchasing Department
Beth Gable, Interim Director, Budget Services
Matt Luciani, 2nd Deputy Controller

Agreement with Euna Solutions, Inc.

Resolution No. 6 of 2026: Carry Forward Balance

6. Business from Guests
7. Adjourn