

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

WEDNESDAY, JANUARY 7, 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 Joshua G. Parsons.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of December 24, 2025 Commissioners' Meeting Minutes and the December 31, 2025 Commissioners' Meeting Minutes
4. Old Business:
5. New Business:

a. **Commissioners' Office –**

Resolution No. 1 of 2026 – Election of Chairman of the Board of Commissioners

Resolution No. 2 of 2026 – Election of Vice Chairman of the Board of Commissioners

- b. **Prison – Grant Agreement with the Pennsylvania Commission on Crime and Delinquency (PCCD)**
Joe Shiffer, Deputy Warden
Karlee Shambaugh, Program Facilitator

- c. **Department of Public Safety -**
Paul Marler, Director of IT

Renewal Agreement with Exacom

Renewal Agreement with Uniti Solutions

- d. **Court Administration – Fourth Addendum to Lease Agreement with J. Harold Bare**
Jennifer Mulrone, Chief Deputy District Court Administrator
Dennis Dougherty, First Assistant Solicitor

- e. **Drug and Alcohol Commission – Grant Agreement with Department of Drug and Alcohol Programs (DDAP)**
Nicole Snyder, Acting Director

- f. **Commissioners' Office – Agreement with Community Action Partnership (CAP)**
Amanda Frankeny, Director of Food Justice, Community Action Partnership

- g. **Solicitor's Office – Satisfaction of Mortgages for Lime Spring Properties, LP, Elway Properties Lancaster, LP, 53 West James, LP, PF Partners, LLC**
Jacquelyn Pfursich, County Solicitor

6. Business from Guests
7. Adjourn

RESOLUTION NO. 1 OF 2026

On motion of Commissioner _____, seconded by Commissioner _____;

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA, That Commissioner _____ be elected as Chairman of the Board of Commissioners of Lancaster County, Pennsylvania.

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

ATTEST:

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

, Chairman

, Vice Chairman

, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

RESOLUTION NO. 2 OF 2026

On motion of Commissioner _____, seconded by Commissioner _____;

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA, That Commissioner _____ be elected as Vice Chairman of the Board of Commissioners of Lancaster County, Pennsylvania.

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

ATTEST:

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

, Chairman

, Vice Chairman

, 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 Prison, to approve the following:

Grant Agreement With:

Pennsylvania Commission on Crime
and Delinquency
Harrisburg, PA

Purpose:

To apply for the Medication-Assisted Substance Use Treatment (MAT) Grant, which will be used towards costs for medication used in the MAT Program and for drug and alcohol treatment books and supplies for inmates who have a Substance Use Disorder.

Amount/Term:

\$158,456.00 for the period April 1, 2026 through March 31, 2028.

Funding:

100% State Funding.



Pennsylvania
**Commission on Crime
and Delinquency**

Office of Justice Programs

2026 Medication-Assisted Substance Use Treatment Grant Program

Fiscal Year 2025-2026 Solicitation

Please Note: Applications are *only* accepted through PCCD's Egrants system. Applicants must register in Egrants prior to submitting an application. Applicants are strongly encouraged to familiarize themselves with the Egrants system and allow adequate time to prepare and submit an application.

Prior to starting an application in Egrants, your agency must be registered in Egrants, and at least two individuals from your agency must register as Egrants users and have Egrants user roles for your agency.

Every agency must also have at least one person with the e-signature role in Egrants.

Please refer to the [Getting Started in Egrants](#) page on our website for Egrants registration information and guides.

Release Date:

December 4, 2025

Egrants Application Deadline:

First Round: January 13, 2026

Second Round: April 16, 2026

This funding guideline contains information not appearing in the Egrants application. Applicants are advised to review this document and refer to it while completing your Egrants application.

Questions concerning this funding announcement may be directed to PCCD staff. For any program-related questions, contact Jennifer Bowser at or For any fiscal or budgetary questions, contact Crystal Lauver at or

For any technical or system questions, contact and ask for the Egrants Help Desk at (717) 787-5887 or (800) 692-7292, or by emailing RA-eGrantsSupport@pa.gov.

PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY
Office of Justice Programs

Funding Stream: Act 80

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PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY
Office of Justice Programs

**Funding Announcement Title: 2026 Medication-Assisted Substance Use Treatment Grant
Program**

Funding Stream: Act 80

Submission Requirements for Applications:

- **Due Date** – Applications must be submitted electronically through PCCD’s Egrants system and will be reviewed in two rounds as received on **Tuesday, January 13, 2026**, and **Thursday, April 16, 2026**. The first round of applications will include all applications received by 11:59 PM on January 13, 2026, which will be presented for consideration at the March 11, 2026, Commission meeting. The second round of applications will include all applications received between January 14, 2026, and the final submission deadline of 11:59 PM on April 16, 2026. The second round of applications will be presented for consideration at the June 10, 2026, Commission meeting.
- **Technical Assistance** – Grant application and administrative guides can be accessed on [PCCD’s website](#). Applicants are strongly encouraged to review the application and administrative guides before calling the Egrants Help Desk for assistance. The Egrants Help Desk is available to assist with technical or system questions Monday through Friday, 8:00 AM to 4:00 PM, and may be reached by calling (717) 787-5887 or (800) 692-7292, or by emailing RA-eGrantsSupport@pa.gov.
- **Egrants Submission** – An application submitted in Egrants by the deadline is not considered complete until the application has been electronically signed in Egrants, and PCCD has received any required documents. Successful applications will be presented for consideration at the March 11, 2026, and June 10, 2026, Commission meetings.
- **Administrative Rejection** – An application that does not meet all the listed requirements in this funding announcement may be administratively rejected.
- **Corrections** – If PCCD returns an application for corrections, the final application (including all corrections and required documents) must be returned to and approved by PCCD for the requested funding to be awarded.
- **Non-supplantation** – Funding must not be used to supplant/replace state, federal, or local funds that would otherwise be available to provide for program-related services. PCCD funding is to be used in addition to other funds that are made available for services.

PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY
Office of Justice Programs

1. Overview:

This is a noncompetitive funding announcement open to the 61 counties in Pennsylvania with a county jail. The Pennsylvania Commission on Crime and Delinquency (PCCD) is now accepting applications for funding under the 2026 Medication-Assisted Substance Use Treatment Grant Program. The primary purpose of this funding is to support counties seeking to increase opportunities to provide Medication-Assisted Treatment (MAT), in combination with comprehensive substance use disorder treatment, to eligible offenders who meet the clinical criteria for an opioid use disorder or an alcohol use disorder, as determined by a physician, while incarcerated and upon release from a county jail. For purposes of this funding announcement, the term "Medication-Assisted Treatment" means the use of United States Food and Drug Administration-approved medications (buprenorphine, methadone, and naltrexone/Vivitrol), together with nonmedication treatment, as clinically indicated, to treat substance use disorders, including opioid use disorders and alcohol use disorders. Administration of these medications along with comprehensive substance use disorder treatment will allow newly released participants to focus on immediate reentry needs.

Funded counties will adhere to program activities and requirements as discussed in this funding announcement and work collaboratively with local and state partners to ensure effective program operations and successful project outcomes.

Successful projects will allow county jails to better equip reentrants as they transition to the community.

2. Funding Availability:

Approximately \$7.7 million in state Act 80 funds is being announced to support this initiative. PCCD expects to fund 61 grants with budgets not to exceed \$250,000 over a 24-month project period.

Allocations for the 61 eligible counties are included in *Appendix A* starting on page 13 of the funding announcement. The allocation formula includes a \$75,000 base award for all counties with a jail and incorporates each county's average jail population, jail admissions, and overdose death rate per 10,000 residents up to a maximum award amount of \$250,000.

Please note, future formulas and allocations for Act 80 funds will vary and will be contingent upon the availability of funds. Counties should not expect to receive similar allocation amounts in the future.

PCCD is not liable for costs incurred prior to the official start date of the award.

3. Project Dates:

Applications approved at the March 11, 2026, Commission meeting will be 24-month projects and have a start date of April 1, 2026, and an end date of March 31, 2028. Applications approved at the June 10, 2026, Commission meeting will be 24-month projects and have a start date of July 1, 2026, and an end date of June 30, 2028.

4. Eligible Applicants:

Eligibility for these funds is open to all counties with a county jail seeking to establish or expand a jail-based substance use treatment program that supports individuals transitioning from a county jail to the community or individuals who are sentenced to serve probation with restrictive conditions sentences. Eligible applicants are required to contract with an entity, provider(s), or organization(s) that shall:

- Provide an appropriate individual assessment prior to reentry into the community and determine if the individual is an appropriate candidate for participation in this program;
- Create an individualized program for each appropriate candidate;
- Provide access to and administer United States Food and Drug Administration-approved medications (buprenorphine, methadone, and naltrexone/Vivitrol);
- Provide clinically appropriate inpatient or outpatient services determined as necessary to support treatment plans;
- Cooperate with the county probation and parole offices as to the use of any drug by eligible participants; and
- Create a discharge plan for everyone.

Applicants must be in good standing with PCCD to be eligible for these funds.¹ The applicant and recipient agencies' historical success in implementing PCCD-funded programs/initiatives that met their intended goals will be considered in the review process. Applicants are not required to have a prior funding history with PCCD to be eligible.

5. Eligible Program Activities and Expenses:

Funds for the proposed program may be used for, but are not limited to, the following eligible activities and expenses:

- a. Implementation and/or expansion of a county jail-based MAT program through a contracted entity, provider(s), or organization(s). In addition to the requirements for an entity, provider(s), or organization(s) set forth in the Eligible Applicants section, the following required protocols must be established for all programs:
 - Programs must provide ongoing education regarding United States Food and Drug Administration-approved medications (buprenorphine, methadone, and naltrexone/Vivitrol) and refer interested individuals to relevant staff for eligibility determination.
 - Programs must order labs (ALT, AST, BUN, and Creatinine) to ensure individuals are not experiencing liver failure and do not have acute hepatitis or other liver conditions.
 - Prior to medication administration, programs must provide an instant drug screen and an instant pregnancy test (for females) and administer medications only for participants whose results are negative.

Additionally, the following protocols are strongly encouraged for all programs:

- Programs should continue to provide MAT to individuals with a valid prescription and induct individuals on MAT who meet the clinical criteria for an opioid use disorder or an alcohol use disorder, as determined by a physician.
- If utilizing naltrexone/Vivitrol, programs are encouraged to provide multiple injections prior to release. Note: all injections given inside the jail must be paid for with grant funding.
- Programs should assist participants with applications for Medicaid benefits, if eligible.

¹ This may include, but is not limited to, compliance with PCCD program and fiscal reporting requirements, State and Federal funding guidelines, and acceptable risk rating as determined by PCCD.

- Programs should contract with a licensed drug and alcohol provider within the community to deliver treatment services.
 - Programs should work with participants to schedule all necessary community-based appointments (e.g., counseling services, monthly injections, etc.) prior to release.
- b. Cost of United States Food and Drug Administration-approved medications for participants in county jails.
 - c. Evidence-based psychosocial treatment programming for justice-involved populations.
 - d. County jail personnel costs to assist in administering the program.
 - e. Travel expenses for staff to attend required training and technical assistance activities.

For purposes of this funding announcement, eligible program participants are limited to individuals convicted of a criminal offense who will be committed to the custody of the county and who meets the clinical criteria for an opioid or alcohol use disorder as determined by a physician. Each participant must agree to waive the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, 110 Stat. 1936) to the extent needed for the county to have access to the information required by state law.

All expenses must be described in the Justification box located in the Egrants Budget Detail section. PCCD has approval of all final budgets and may require budget adjustments.

6. Ineligible Program Activities and Expenses:

The following activities are not eligible for funding and shall be administratively rejected:

- a. Land acquisition;
- b. Construction; or
- c. Any activities or expenses that do not relate directly to increasing opportunities for counties to program MAT in combination with comprehensive substance use disorder treatment.

7. Required Egrants Sections/Documents:

- a. Required Egrants Sections – All sections identified in Egrants are required. Applicants will not be able to submit their grant application in Egrants until all sections are marked as complete.
- b. Required Attachments – Please see “Required Attachments” on page 9 of the funding announcement for information about documents that must be uploaded in Egrants as part of the application.

8. Application Procedures:

Applicants must submit the requested information for each section specified below within the defined response fields provided in Egrants. Responses should not be duplicated in multiple sections.

The following application sections in Egrants are required as described below:

- a. **Executive Summary**
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 of 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].

b. Budget Detail

The budget detail section should identify what the funds will be used for, and line items should be entered for each budgeted cost. Calculations should be clear and entered as the Egrants system requires in the budget detail section.

For any budgeted cost that is not self-explanatory, clearly explain the relationship between the budgeted costs and the proposed project activities/operation. Describe how the item will be used in the implementation of the proposed project. This section may include additional explanation of the computations stated in the Budget Detail section; however, computations provided within the line items should not be replicated in the justification field(s).

** Items should only be listed under the Equipment category if the cost of one item is \$10,000 or greater. Items with a cost of less than \$10,000 should be listed under Supplies and Operating Expenses.

NOTE: PCCD has final approval of all budgets and may require budget adjustments. Grantees may only request reimbursement for expenses that are clearly articulated and approved in the Budget detail in Egrants.

You can learn more about completing the Budget Detail section in Egrants in the 'Budget Detail Walkthrough' (PDF) available [here](#).

c. Statement of Problem

Provide an accurate assessment of the problem. Supporting data/facts/figures must be specific to your project's geographic area and relevant to the problem and your proposed request. Proposed projects should demonstrate consistency between the scope of effort and the resources to be used in the project.

d. Project Description

Type of Program: Please provide responses to the following questions:

- a. Which of the following best describes your proposed project?
 - Brand new MAT program
 - Continuing an existing MAT program
 - Expanding an existing MAT program

- b. Please identify the United States Food and Drug Administration-approved medications that your proposed project will provide from the list below (select all that apply):
 - Buprenorphine
 - Methadone
 - Naltrexone/Vivitrol

- c. Please identify the methods of administering MAT that your proposed project will provide from the list below (select all that apply):
 - Continuation for individuals with a valid prescription

- Induction of individuals who meet the clinical criteria for an opioid use disorder or an alcohol use disorder, as determined by a physician
 - Both
- d. If you are proposing funding for an existing program/initiative, please provide the number of individuals served annually by that program.
- e. If you are proposing to expand an existing program/initiative, please provide the number of additional individuals who will be reached/served through Act 80 funding over the life of the project.
- f. If you are proposing a new initiative, please provide the estimated number of individuals you expect to reach or serve over the life of the project.

Program Eligibility: Describe the mechanisms in place to determine eligibility for involvement in the MAT program.

Implementation Plan: Describe the plan for implementing the proposed MAT program. This description should include where and how medication will be administered; who will administer the medication; plans for addressing medication diversion; what additional comprehensive substance use treatment programming will be provided; how and who will track program participation data; and any other details necessary to clearly establish how this project will be successfully implemented. All MAT programs should have established policies and procedures. These documents must be included in the *Required Attachments* section.

Continuity of Care: Describe the plan to ensure continuity of care upon institutional release for all MAT program participants. This should include any reentry and aftercare services provided to individuals preparing to leave the county jail; how the program will assist participants with applications for Medicaid benefits, if eligible; and how the program will connect individuals with licensed drug and alcohol providers within the community to deliver treatment services and ensure all necessary community-based appointments (e.g. counseling services, medication administration, etc.) are scheduled prior to release. All proposed MAT programs should coordinate with the local Single County Authority to ensure continuity of care for program participants. A letter of support/collaboration with the SCA must be included in the *Required Attachments* section.

Timeline: Provide a timeline describing the activities to be completed and what work will be accomplished during the project period.

Plan for Hiring/Onboarding/Training/Contracting Key Personnel: For new positions that will be created and hired if a grant is awarded, please describe the process and criteria for recruiting, selecting, hiring, and onboarding those staff/consultants. Please describe the process for contracting for any key personnel, if applicable. As part of this discussion, applicants should describe any current workforce or staffing challenges they are experiencing, as well as strategies they have used to recruit and/or retain employees. Applicants should also describe any training, professional development, and support that will be provided to these key personnel.

Additional Funding Sources: Please state whether the applicant has received funding previously from PCCD or other sources to support the proposed MAT program. If applicable, counties that have previously received funding to support the MAT program must articulate the impact of those funds and distinguish how proposed activities would differ from or build upon/expand currently/previously funded projects.

Sustainability: Describe, in detail, how you will continue to support the MAT program once the awarded grant funds expire. Describe the sustainability plan to include how ongoing support for this program will be generated and maintained; how commitments from key stakeholders necessary for successful sustainability of the program will be established; and identify sources of financial support once grant funding expires.

e. **Measurement of Program Outcomes**

This section establishes that the applicant has a clear understanding of the intent of the project and PCCD requirements. It should further show the applicant is able to collect and report data and has a reasonable method to measure the project's success and impact. This will include process and outcome measures. Please address the following items in this section:

- Discuss how the effects of the project will be assessed and how the overall impact will be gauged;
- Describe the process measures that will be used to monitor the implementation of the project;
- Establish intermediate outcomes that will be used to measure the success of the project and how they will be tracked (what data will be collected); and
- Describe the method, tools, and documentation that will be used to track process and outcome measures for program participants.

9. Required Attachments

The following documents must be attached in the "Required Attachments" section in Egrants:

1. Resumes/CVs of key personnel.
2. MAT Program Policies and Procedures
3. Required documentation of collaboration with/support of SCA.

In addition, while not required, applicants are strongly encouraged to utilize the "Required Attachments" section in Egrants to upload other relevant materials that can supplement information provided within the application.

10. Performance Measures:

Under this funding announcement, successful applicants are required to comply with all reporting, data collection, and evaluation requirements as prescribed by PCCD and state guidelines. Applicants are required to submit quarterly progress reports to PCCD via the Egrants system. Subgrant recipients under this funding announcement will be required to accept and report on the performance measures selected by the staff of the PCCD Office of Justice Programs that will fulfill state guidelines for the use of Act 80 funds and legislatively mandated reporting requirements. Subgrant recipients must complete the 2026 Medication-Assisted Substance Use Treatment Grant Program Quarterly Report section included in the quarterly program report in the PCCD Egrants system. The report questions are included in this funding announcement as *Appendix B* starting on page 14.

If utilizing Naltrexone/Vivitrol, additional reporting requirements include the following bullets and are based on data relevant to the funded project:

- Number of participants supported with grant funding who were newly enrolled in the program during this report period;
- Number of participants supported with grant funding who received at least one Vivitrol injection during this report period;

- Number of total Vivitrol injections provided to participants supported with grant funding during this report period;
- Number of participants supported with grant funding who successfully completed the Vivitrol treatment program during this report period;
- Number of participants supported with grant funding who transitioned from the county jail to the community during this report period;
- Number of participants supported with grant funding who have been reincarcerated (3-month, 6-month, 1-year follow-up after release from jail) due to committing an alleged drug and/or alcohol related criminal offense;
- Number of participants supported with grant funding with new arrests during this report period;
- Number of program staff trained during this report period;
- As of the first day of this grant period, the number of entities, providers, or organizations available to:
 - Provide an appropriate individual assessment prior to reentry into the community and determine if the individual is an appropriate candidate for participation in this program;
 - Create an individualized program for each appropriate candidate;
 - Provide access to and administer Vivitrol;
 - Provide clinically appropriate inpatient or outpatient services determined as necessary to support treatment plans;
 - Cooperate with the county probation and parole offices as to the use of any drug by eligible participants; and
 - Create a discharge plan for each individual.

PCCD will calculate recidivism rates for individuals participating in the Medication-Assisted Substance Use Treatment Grant Program. For the purposes of this solicitation, *recidivism* is defined as the first instance of any type of re-arrest or reincarceration after an individual is released into the community from county jails.

Successful applicants will be required to report the following data elements to PCCD on a quarterly basis:

- SID (State Identification Number)
- OTN (Offender Tracking Number) which led to incarceration
- Individual's First and Last Name
- Date of Birth
- Race and Ethnicity
- Admission and Release Dates
- Revocation (Y/N)
- Revocation Date and Outcome (e.g. State Prison)
- County Jail Re-admission Date

Subgrant recipients may want to develop additional performance measures that are specifically related to the activities outlined in their application and may track and report all measures on a quarterly basis through the PCCD Egrants system.

11. Competitive Bidding/Sole Source Procurement:

All procurement transactions shall be conducted in a manner that provides open and free competition. Grant recipients must follow the Procurement Standards section in PCCD's [Applicant's Manual](#).

Procurements by noncompetitive proposal are strongly discouraged and must demonstrate an economic benefit or lack of alternate resources to be justified. If a request is made, the prospective applicant must identify the request as a procurement by noncompetitive

proposal and provide a substantial justification for the request within their funding request (See PCCD's [Applicant's Manual](#) for Procurement by Noncompetitive Proposal Approval Procedure).

12. Administrative Requirements:

a. Egrants Agency and User Registration:

Prior to submitting a grant application, both the applicant agency and at least two users from the applicant agency must be registered in Egrants. Applicants are strongly advised to allow adequate time to work on application documents in Egrants prior to the submission deadline. Please go to the [Getting Started in Egrants](#) page on PCCD's website for further information.

b. Fiscal Accountability:

See the [Fiscal Accountability](#) page on PCCD's website for further information.

c. Time and Effort Reporting:

See the [Time and Effort Reports](#) page on PCCD's website for further information.

d. Grant Payments:

- 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. Non-submission or late submission of the required reports will result in payment delays.
- ACH Payments:
 - All payments to grant recipients will be made through ACH.
 - Either before or at the time an application is submitted to PCCD, the applicant agency must [register as a Non-Procurement Vendor](#) with the Commonwealth of Pennsylvania.

e. Federal Transparency Act Certification:

This section is required for both state and federal funding streams. See the [Federal Applicants](#) page on PCCD's website for further information.

f. Reporting Requirements:

- Programmatic reports are due quarterly.
- Fiscal reports are due quarterly.
- Late submission of programmatic and fiscal reports may delay payments.
- All reports must be submitted through the Egrants system.

g. UCR Reporting:

Every criminal justice entity which is required to submit Uniform Crime Report (UCR) data and is participating in this project must submit UCR data to the Pennsylvania State Police. If a required entity is not submitting UCR data, they may be ineligible for funding.

13. PCCD Contact Information and Resources:

a. Staff Contacts:

Questions concerning this funding announcement may be directed to PCCD staff as follows:

- Program-related questions: Contact Jennifer Bowser at (717) 257-6255 or
- Fiscal or budgetary questions: Contact Crystal Lauver at (717) 265-8525 or

b. Egrants Funding Announcement:

Log into the Egrants system and search under the "Funding Announcement" tab for 2026 Medication-Assisted Substance Use Treatment.

c. PCCD Guidelines and Documents:

Applicants should be familiar with the [Applicant's Manual](#), grant application and administrative guides, and other documents common to PCCD's grant application process, all of which are available on the [Funding and Grants Process](#) page of the PCCD website.

d. Egrants Technical Questions:

For any technical or system questions, contact and ask for the Egrants Help Desk at (717) 787-5887 or (800) 692-7292, or by emailing RA-eGrantsSupport@pa.gov.

e. PCCD Webmaster:

Please address any technical problems you may have with the website or online forms to the [PCCD Web Master](#).

f. Reporting Potential Fraud, Waste and Abuse:

Information about waste, fraud, abuse, conflict of interest, bribery, gratuity, or other similar misconduct, or whistleblower reprisal relating to a PCCD employee, program, contract or grant, may be reported to the PCCD Fraud Hotline at (717) 525-5031. For more information, visit the [Reporting Fraud, Waste and Abuse](#) page on PCCD's website.

14. Submission Information:

To be considered at the March 11, 2026 Commission meeting, applications must be entered into Egrants **no later than Tuesday, January 13, 2026, by 11:59 PM.**

To be considered at the June 10, 2026 Commission meeting, applications must be entered into Egrants **no later than Thursday, April 16, 2026, by 11:59 PM.**

The grant application must be electronically signed within Egrants. To electronically sign the application, at least one person from your organization must have the E-signature role in Egrants. Please use the link below to access instructions which explain how to request the E-signature role.

[E-signature Access Request Instructions](#)

[E-signature Access Request Form](#) (This must be attached to your access request in Egrants)

Please note that you cannot request the e-signature role on behalf of someone else.

Appendix A

2026 Medication-Assisted Substance Use Treatment Grant Program Maximum County Allocations

County	Maximum Allocation	County	Maximum Allocation
Adams	\$ 97,960	Lancaster	\$ 158,456
Allegheny	\$ 250,000	Lawrence	\$ 132,605
Armstrong	\$ 109,205	Lebanon	\$ 113,281
Beaver	\$ 126,679	Lehigh	\$ 175,832
Bedford	\$ 100,957	Luzerne	\$ 151,037
Berks	\$ 162,843	Lycoming	\$ 110,623
Blair	\$ 135,824	McKean	\$ 84,331
Bradford	\$ 113,677	Mercer	\$ 125,741
Bucks	\$ 170,491	Mifflin	\$ 102,968
Butler	\$ 130,647	Monroe	\$ 133,017
Cambria	\$ 137,320	Montgomery	\$ 199,903
Carbon	\$ 91,006	Montour	\$ 142,382
Centre	\$ 95,280	Northampton	\$ 143,876
Chester	\$ 149,642	Northumberland	\$ 110,820
Clarion	\$ 94,672	Perry	\$ 83,569
Clearfield	\$ 114,331	Philadelphia	\$ 250,000
Clinton	\$ 99,946	Pike	\$ 116,518
Columbia	\$ 110,881	Potter	\$ 77,971
Crawford	\$ 111,092	Schuylkill	\$ 126,243
Cumberland	\$ 123,078	Somerset	\$ 100,563
Dauphin	\$ 180,765	Susquehanna	\$ 102,644
Delaware	\$ 208,230	Tioga	\$ 89,796
Elk	\$ 107,327	Union	\$ 79,763
Erie	\$ 165,759	Venango	\$ 109,298
Fayette	\$ 134,786	Warren	\$ 99,959
Franklin	\$ 112,327	Washington	\$ 122,544
Greene	\$ 101,584	Wayne	\$ 99,062
Huntingdon	\$ 90,099	Westmoreland	\$ 145,331
Indiana	\$ 106,619	Wyoming	\$ 80,085
Jefferson	\$ 90,708	York	\$ 177,577
Lackawanna	\$ 162,825		

Appendix B

2026 Medication-Assisted Substance Use Treatment Grant Program Quarterly Report

1. Total number of MAT program participants supported with Act 80 funds: ____
 - a. Number of participants supported with Act 80 funds already enrolled in the MAT program at the start of this reporting period: ____
 - b. Number of new participants supported with Act 80 funds enrolled in the MAT program during this reporting period: ____
2. Number of individuals in the county jail who screened positive for opioid use disorder or number of individuals who exhibited opioid withdrawal symptoms during this reporting period: ____
3. Number of participants supported with Act 80 funds who received the following treatments while incarcerated during this reporting period:
 - a. Buprenorphine taper: ____
 - b. Buprenorphine maintenance: ____
 - c. Methadone taper for withdrawal: ____
 - d. Methadone maintenance: ____
 - e. Extended Release Naltrexone (Vivitrol): ____
 - f. Non-medication therapies: ____
4. Number of participants supported with Act 80 funds who were actively receiving medication treatment before entry that were started on any of the following treatments during this reporting period:
 - a. Buprenorphine taper: ____
 - b. Buprenorphine maintenance: ____
 - c. Methadone taper for withdrawal: ____
 - d. Methadone maintenance: ____
 - e. Extended Release Naltrexone (Vivitrol): ____
 - f. Non-medication therapies: ____
5. Number of participants supported with Act 80 funds who were not actively in treatment before entry that were initiated on the following treatments during this reporting period:
 - a. Buprenorphine taper: ____
 - b. Buprenorphine maintenance: ____
 - c. Methadone taper for withdrawal: ____
 - d. Methadone maintenance: ____
 - e. Extended Release Naltrexone (Vivitrol): ____
 - f. Non-medication therapies: ____
6. Number of participants supported with Act 80 funds who successfully completed the MAT treatment program during this report period: ____
7. Of the number of participants supported with Act 80 funds who successfully completed the MAT treatment program during this reporting period, number of participants who were:
 - a. Released into the community: ____
 - b. Transitioned to another corrections facility: ____
 - c. Other, please explain: ____

8. Number of program participants who received the following aftercare services during this report period:
 - a. Referral/ Appointment with Opioid Treatment Program/Methadone program: _____
 - b. Referral/Appointment with buprenorphine provider: _____
 - c. Referral/Appointment to Non-medication therapy program: _____
 - d. Other aftercare services: _____
9. Number of program participants supported with Act 80 funds who received vocational training during this reporting period: _____
10. Number of participants supported with Act 80 funds who diverted their prescribed buprenorphine during this reporting period: _____
11. Number of conduct citations related to buprenorphine contraband during this reporting period: _____
12. Number of positive drug screens for non-prescribed opioid use during this reporting period: _____
13. Number of inmates who reported an assault related to diversion of buprenorphine during this reporting period: _____
14. Number of jail staff trained in an Evidence-Based Practice during the report period during this reporting period: _____

GRANT: 48087

Short Title:

The applicant has caused this subgrant application to be executed and attested to by its proper officials, pursuant to legal action authorizing the same.

Lancaster County Commissioners

NAME OF APPLICANT AGENCY

By: _____

Title: _____

Date: _____

FOR PCCD USE ONLY

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

PCCD Executive Director or designee

DATE

COMPTROLLER OPERATIONS

DATE

Approved as to form and legality:

COUNSEL TO PCCD

DATE

OFFICE OF GENERAL COUNSEL

DEPUTY ATTORNEY GENERAL

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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 Department of Public Safety, to approve the following:

Renewal Agreement With:

Exacom
Manchester, NH

Purpose:

To provide one-year maintenance renewal for the 911 Exacom Recording System to ensure continuous reliability, security updates and technical support and to help prevent service interruptions and maintain compliance with emergency communication standards.

Amount:

\$89,166.90 for the period January 31, 2026 until January 31, 2027.

Funding:

Act 17 funds and 911 funds.

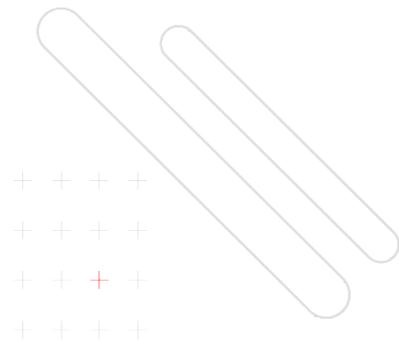


ExaCare

Maintaining Your Multimedia Logging Recorder Implementation

Provided To: Lancaster County PA Wide Communications

For End Customer: Lancaster County PA Wide Communications



Prepared by Barbara Taif

Last modified 6/4/2025 5:05 PM

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A Letter from the President

On behalf of the entire Exacom team, I want to thank you for your business thus far. I know that you have options in the recording marketplace, so we are grateful for the chance to continue showing you why we've been successful in this industry for over 30 years.

Your continued patronage and suggestions are a vital part of our growth. Our hope is that you will think of us as partners through this process and beyond. As your technology needs change over time, our solutions will grow with you to prepare you for what's ahead. ExaCare, the maintenance and support offering we are quoting you today, is an essential part of that.

Again, thank you for this opportunity to continue to serve you. We look forward to serving you for many years to come. Please feel free to contact me directly for any reason.

Best Regards,



Al Brisard
President & CEO of Exacom

What is ExaCare?

ExaCare is our industry-leading annual service and support offering that provides product warranty, software assurance, and 24/7/365 service.

Protects Your Investment

ExaCare protects customer's mission-critical applications to ensure they are never at risk. We mitigate downstream issues to maximize up-time.

Lets Us Work Alongside You

With ExaCare, customers give us license to work overtime on their behalf to ensure their satisfaction with our products and support.

Authorizes Exacom Access

Because of our strict security procedures, ExaCare is the **ONLY** way we can support and maintain customer systems.

With ExaCare, You Can:

- Access World-Class Support Through Phone, Email & Chat 24/7/365
- Create A Ticket or Check Status with Exacom's Online Support Portal
- Access FREE Monthly Online User Training
- Stay Current with Latest Software Updates, Including New Features & Enhancements
- Talk To Highly Trained Support & Field Techs, Located Throughout United States
- Get Hardware Replaced Quickly, When Required
- Protect Hardware with Any Applicable Warranties
- Save Time: Our Support Team Checks in With Customers Proactively!

Maintenance Support Quotation

Quote No: EXA-02118-N8V7
Date: 6/4/2025
Quote Effective Until: 1/31/2025

Purchaser:
Paul Marler
Lancaster County PA Wide Communications

End Customer:
Lancaster County PA Wide Communications

This quote is for maintenance coverage from **2/1/2025** to **1/31/2026** for serial number(s) **2367, 2368, 2369, 2370, 2371, 2372, 2373, 2986** and any related system add-ons. Some maintenance dues may have been pro-rated to get all your items onto a single renewal cycle.

Maintenance Record FT11480FT114801312026

Qty	Part No	Model No	Description	Amount
1	9004011	HS-SUP-S	ExaCare Extended Warranty and Support Services (Essentials) - Software-Only • Does NOT Cover Hardware • Software Assurance Included • Support Provided Remotely Via Telephone & Email	\$89,166.90
			Reinstatement Fee (if any):	\$0.00
			Quote Total:	\$89,166.90

Submitted By: Barbara Taif

Date: 6/4/2025

Approved By: _____

Date: _____

General Notes:

1. Prices are in US dollars, FOB Origin Manchester, NH.
2. Software patches and minor releases are only available with current and up-to-date support contract.
3. Exacom offers the full level of ExaCare support for 6 years (based on ship date), after which hardware warranty support is no longer available. A hardware / software refresh must be purchased before the server has reached 6 years of age to continue the full level of ExaCare support.
4. A HW/SW Refresh must be purchased before each server has reached 6 years of age (based on ship date) to continue with Exacom's full level of ExaCare support.
5. The HW/SW Refresh is available in year 6, based on ship date, and where ExaCare has been maintained each year prior and through the installation of the refresh.
6. Sales Tax can only be waived if purchaser provides Exacom with a copy of their Tax Exemption Certificate prior to purchase.

Payment Terms: Net 20, Unless MPA on File

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Disclaimer

Exacom makes no representations or warranties with respect to publications, software, or products and specifically disclaims any implied warranties of merchantability or fitness for a particular purpose.

Limitation of Liability

Exacom will not be liable for any lost profits, lost savings, or any collateral, consequential, indirect, incidental, punitive, or consequential damages arising out of or connected in any way with the use or inability to use or malfunction of its products and software, even if Exacom or its authorized reseller has been advised of the possibility of such damages or for any other type of claim by any party. Exacom's liability is limited to the repair or replacement of the supplied original program diskette, associated publication and any part or parts of the product or system for the period of its limited warranty.

Contacting Support

For all customers who are covered under ExaCare, Exacom support can be contacted by email, phone, or web portal. We encourage all our customers to create accounts on our web portal to best manage their interactions. This will also register them for Technical Service Bulletin email notifications.

 Web Portal: exacom.freshdesk.com

 Phone: (603) 228-0706

 Email: support@exacom.com

Enhancing Your Recorder

For more information on these or any of our other solutions, please visit [Exacom.com](https://www.exacom.com) or contact your Sales Representative.

AUDIO IN CENTRALSQUARE CAD

Easily access audio recordings within your CAD Platform. This allows you to save time on Incident Reconstruction, CAD reports, and FOIA Requests. CentralSquare CAD software can also push data into the recorder, for easy reference.



FULLY RECORD RAPIDSOS

Automatically record and access RapidSOS data for every 911 call. Out of all logging recorders, Exacom's HindSight is the most tightly integrated with RapidSOS and the RapidSOS Clearinghouse. Within area, the RapidSOS panel will relevant information from ongoing call.



HindSight's Instant Recall automatically display all RapidSOS for a live or

AUDIO IN AQUA

Priority Dispatch's AQUA 7 Ascent Quality Assurance software. Exacom's HindSight recordings can be shared with and accessed directly from the Priority Dispatch's AQUA 7 Ascent Quality Assurance software user interface. This greatly enhances the Quality Assurance process.



**Thank You for the Opportunity to
Continue Serving You.**



EXACOM IS A PROUD INC. 5000 COMPANY

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Department of Public Safety, to approve the following:

<u>Renewal Agreement With:</u>	Uniti Solutions (formerly Windstream) Little Rock, AR
<u>Purpose:</u>	To renew the contract for fiber connecting tower sites in Manheim, Brownstown and Ephrata via a point-to-point connection.
<u>Amount/Term</u>	\$3,896.00 per month for the period January 7, 2026 through January 7, 2030.
<u>Funding:</u>	Act 17 grant funding.

AMENDMENT TO UNITI AGREEMENT

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between LANCASTER COUNTY WIDE ("Customer") and the Uniti legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Uniti").

TERMS OF AMENDMENT

Uniti and Customer hereby agree to renew the Term of the Agreement at an existing Service location as identified in Quote# 2946914, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

TERM. Uniti and Customer hereby agree the Term for the Services provided per Quote# 2946914 shall be effective upon execution of this Amendment and continue for a Term of 48 months.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

LANCASTER COUNTY WIDE
(Customer)

UNITI and its affiliates
(Uniti)

SIGNATURE:

SIGNATURE:

AUTHORIZED REP.
(PRINTED NAME):

AUTHORIZED REP.
(PRINTED NAME):

TITLE:

TITLE:

DATE:

DATE:

Account Summary

Customer Name	LANCASTER COUNTY WIDE
Quote #	2946914
Uniti Representative	Beverly Armstrong
Contract Term Length	48 Months
Effective Date	Upon execution

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Common Voice Features	\$0.00	\$0.00
PRI	\$446.00	\$0.00
Point to Point	\$3,450.00	\$0.00
Total*	\$3,896.00	\$0.00

The Monthly Recurring Charges represented above DO NOT include the taxes or charges that Uniti passes on to governmental entities AND the following Uniti fees and surcharges: Access Recovery Charge of up to \$3.00 per line or a maximum of 5 per trunk. Regulatory Assessment Surcharge of up to 8% (or for future increases with prior notice, the then-current tariff rate) applies to Interstate and International charges in the following states MN, NY and PA. An Administrative Service Fee of up to 18% (or for future increases with prior notice, the then-current tariff rate) applies to Interstate, Intrastate and Internet services monthly charges in all states except MN, NY and PA.

_____ (UNITI) SIGNATURE AUTHORIZED REP. (PRINTED NAME) TITLE DATE	_____ LANCASTER COUNTY WIDE (Customer) SIGNATURE AUTHORIZED REP. (PRINTED NAME) TITLE DATE
---	---

Service Agreement Summary

This Service Agreement is subject to and controlled by the Uniti Solution Service Terms and Conditions and the service-specific terms and conditions located at <https://solutions.uniti.com/legal>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. Rates are subject to change on 30 days' notice via bill message on customer's invoice. By your signature you warrant that you have read, understand and agree to the Service Agreement, Uniti Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER	UNITI
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

This offer is voidable by Uniti if not signed and returned by 2/12/2026.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
LANCASTER COUNTY WIDE	\$446.00	\$0.00	\$0.00
LANCASTER COUNTY WIDE	\$950.00	\$0.00	\$0.00
LANCASTER COUNTY WIDE 911	\$2,500.00	\$0.00	\$0.00

Location Detail

Location Name	LANCASTER COUNTY WIDE	Account Number	209389778
Location Address	28 South CHARLOTTE Street , MANHEIM, PA 17545		

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Common Voice Features			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
PRI			
PRI Channels	23	\$4.00	\$92.00
WIN DID Block of 20	1	\$4.00	\$4.00
PRI Access	1	\$350.00	\$350.00
Total			\$446.00

Location Detail

Location Name	LANCASTER COUNTY WIDE	Account Number	208441814
Location Address	300 Tower Rd , Ephrata, PA 17522		

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Point to Point			
A Location	1	\$0.00	\$0.00
Z Location	1	\$0.00	\$0.00
Point to Point - 1 Gb - Intrastate	1	\$950.00	\$950.00
Total			\$950.00

Location Detail

Location Name	LANCASTER COUNTY WIDE 911	Account Number	208441815
Location Address	130 E Main St , Ephrata Borough, PA 17522		

Letter of Agency

Contact Name:	Company Name: LANCASTER COUNTY WIDE
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Uniti and its operating affiliates* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Uniti for each of the telephone numbers listed below. Check all applicable services:

	Local
	Intrastate, IntraLATA Long Distance Service (also known as local toll)
	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Uniti to act as my agent to carry out the change(s) and authorize Uniti to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Uniti to act as my agent, I do not permit Uniti to change my service to a carrier other than Uniti. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Uniti.

Telephone Numbers:

I authorize Uniti to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

**Company
Signature:** _____

Date: _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

Jurisdictional Traffic Certification

THIS JURISDICTIONAL TRAFFIC CERTIFICATION ("Certification") is between Uniti and LANCASTER COUNTY WIDE ("Customer"), and supplements the Service Agreement identified by Quote # 2946914 ("Agreement") between Uniti and Customer ("Parties").

WHEREAS, Uniti and its affiliates are subject to certain Federal Communications Commission ("FCC") jurisdictional classification reporting requirements;

WHEREAS, Customer has ordered certain Services that are considered private line or similar;

WHEREAS, to comply with the FCC reporting requirements, Uniti's customers subscribing to private line or similar services must provide a traffic usage certification as outlined herein;

WHEREAS, private line services may be used to either carry telecommunications traffic within only the Customer's state (intrastate) or 10% or greater of the telecommunications traffic is carried outside of the state (interstate);

WHEREAS, the classification of Customer's traffic is directly related to the amount of Federal Universal Service Fund ("FUSF") surcharges assessed on the Services;

WHEREAS, based on information from the Customer, Uniti has classified the services as interstate or intrastate on the Quote;

WHEREAS, the Customer certifies to the classification as follows:

1. Customer certifies that Services labeled as intrastate or interstate on the Quote are correct and meet the descriptions below:
 - a. Intrastate Services – Either no telecommunications traffic or less than 10% of telecommunications traffic will cross a state border.
 - b. Interstate Services – Either all telecommunications traffic or more than 10% of telecommunications traffic will cross the state border.
2. Customer acknowledges that Uniti's determination of applicability of the FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event that Uniti exempts Customer from the payment of the FUSF Surcharges based upon this Certification, and Uniti later determines that the Certification is incorrect, then Uniti may bill Customer, and Customer will pay, any and all FUSF Surcharges that were not billed, plus applicable late fees. Customer agrees to indemnify and hold harmless Uniti from any and all claims arising from the information, representations or certifications made in this Certification.
3. Customer further acknowledges and agrees that: (i) it has a duty to update this certification within thirty (30) days to the extent to that its usage changes and this Certificate is no longer accurate; and (ii) Uniti may provide a copy of this Certificate to the Universal Service Administrator, the FCC, state regulatory agencies and taxing authorities, legal counsel, or an auditor.
4. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

I certify that the representations above are true and accurate and that I am duly authorized by Customer to make representation and certifications herein on behalf of Customer.

(Customer)

AUTHORIZED REP.

(PRINTED NAME):

SIGNATURE:

TITLE:

DATE:

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

Fourth Addendum to Lease Agreement With:

J. Harold Bare
Gordonville, PA

Purpose:

To extend the current lease agreement for an additional three-year term.

Amount:

\$37,200.00 per year, or \$3,100.00 per month, an increase from \$2,680.00 per month.

Term:

For the period February 1, 2026 through January 31, 2029.

Funding:

Included in the General Fund.

1/7/26

4th ADDENDUM TO LEASE DATED NOVEMBER 4, 1996

On February 2, 1996, Lloyd and Arlene Clair, of 24 Meadow Lane, Smoketown, PA and the County of Lancaster, (Lessee) entered into a lease for premises situated at 15 Geist Road, Lancaster, PA., a true and correct copy of which is attached hereto as Exhibit "A". (The "Lease"). In January, 2006, the premises was purchased by J. Harold Bare of 60 Poplar Street, Gordonville, PA, 17529 who became the new "Lessor" and later entered into new six year terms commencing on February 1, 2008 and February 2, 2015 respectively.

Lessor and Lessee hereby amend the Lease in the following respects.

1. Commencing on February 1, 2026, a new three year lease term will be in effect. The rent payable for such term shall be at the fixed rate of Three Thousand one hundred dollars (\$3,100.00) per month for a total of \$37,200.00 per year.
2. All other terms and conditions of the original Lease and any subsequent Addendums shall remain in full force and effect.

WITNESS:


Greg Hostetter

LESSORS:


J. Harold Bare (Lessor)

Lancaster County Board
of Commissioners

WITNESS: _____ LESSEE: _____

WITNESS: _____ LESSEE: _____

WITNESS: _____ LESSEE: _____

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Drug and Alcohol Commission, to approve the following:

Grant Agreement With:

Department of Drug and Alcohol Programs (DDAP)
Harrisburg, PA

Purpose:

To receive funding for the provision of treatment, prevention and recovery support services.

Term:

The agreement is for the period January 1, 2026 through December 31, 2030. The initial term of funding for the grant is January 1, 2026 through June 30, 2026. Subsequent grant awards will be determined based on appropriations and availability from the Department of Drug and Alcohol Programs.

Funding:

Department budget.

LANCASTER COUNTY
150 NORTH QUEEN STREET, SUITE 402
LANCASTER, PA 17063
SAP: 4100101152
VENDOR #139096-008

**SINGLE COUNTY AUTHORITY PREVENTION AND TREATMENT SERVICES
GRANT AGREEMENT**

This single county authority prevention and treatment services grant agreement is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Pennsylvania Department of Drug and Alcohol Programs (“Department”), with its principal offices located at One Penn Center, 2601 North Third Street, 5th Floor, Harrisburg, PA 17110, and Lancaster County (“Grantee”), with its principal offices located at 150 North Queen Street, Suite 410, Lancaster, PA 17063.

The Department is the state agency responsible for the planning and administrative oversight of the provision of addiction services related to substance use. Among other things, the Department has the power and duty to develop and adopt a State Plan that includes grants and contracts for the prevention, intervention, and treatment of drug and alcohol dependence pursuant to Act 2010-50, 71 P.S. § 613.1(1)(xix).

The Department has adopted a comprehensive strategy to address substance use and problem gambling disorders. The Department allocates funds to counties and county jointers for the operation of single county authorities to support a statewide program for prevention, intervention, treatment/treatment-related, and recovery support services (“Program”) under 4 Pa. Code § 256.3.

The Lancaster County commissioners established and designated the Grantee as the single county authority under 4 Pa. Code § 254.2. The Department determined that the Grantee meets the requirements for a single county authority under 4 Pa. Code Part XI. The Department has developed a statement of work (“SOW”) and budget for the Grantee to administer the Program within its catchment area for the period of January 1, 2026 through June 30, 2026.

The Department wishes to set forth the terms and conditions under which the Department will award funding to the Grantee.

The parties, intending to be legally bound, agree as follows:

1. Grant Award.

- a. Initial Grant Award. Subject to the terms and conditions of this agreement and the availability of funds, the Department awards up to \$2,669,046.50 to the Grantee for the provision of services set forth in the SOW attached as Exhibit A. The Grantee shall utilize the grant funds solely to carry out the SOW in accordance with the budget set forth in Exhibit B (“Budget”).

LANCASTER COUNTY
150 NORTH QUEEN STREET, SUITE 402
LANCASTER, PA 17063
SAP: 4100101152
VENDOR #139096-008

- b. Subsequent Grant Awards. Subject to the terms and conditions of this agreement and the subsequent appropriation of sufficient funding, the Department may award funding to the Grantee for subsequent state fiscal years (“Subsequent Grant Award”) during the term of this agreement. If the Department makes a Subsequent Grant Award, the Department shall provide written notice of the Subsequent Grant Award to the Grantee without the need to amend this agreement. The Department will develop and provide to the Grantee a SOW and budget for the applicable state fiscal year (“SFY”) consistent with the notice of Subsequent Grant Award. Upon the Department’s approval, the applicable SOW and budget will be incorporated as supplements to Exhibits A and B respectively. Any Subsequent Grant Awards are subject to the approval of the Governor’s Office of the Budget, Comptroller’s Operations Office.
2. Award Modification. The Department may increase or decrease the amount of the Grant Award or any Subsequent Grant Award by providing written notice of award modification to the Grantee without the need to amend this agreement. The Department may require the Grantee to submit or implement a revised SOW and revised budget consistent with the award modification. Upon the Department’s approval, the revised SOW and revised budget will replace the SOW and budget set forth in Exhibits A and B respectively. Award modifications are subject to the approval of the Governor’s Office of the Budget, Comptroller’s Operations Office.
3. Budget Adjustments. The parties may adjust the dollar amounts of specific categories within the Budget or any subsequent budget without the need to amend this agreement if the adjustments do not increase the Grant Award or Subsequent Grant Award. The Grantee shall submit any proposed adjustments to the Budget or any subsequent budget to the Department for review and approval. A Budget adjustment will not be effective until it has been approved by the Department in writing.
4. Term. The term of this agreement will commence on the date of the last Commonwealth signature (“Effective Date”) and will terminate on June 30, 2030 (“Term”), unless extended by the Department in accordance with section 6 or sooner terminated in accordance with section 17. This agreement is not binding in any way, nor will the Commonwealth or the Department be bound, until this agreement has been fully executed and sent to the Grantee.
5. Period of Performance.
 - a. Initial Period of Performance. The initial period of performance for this agreement will commence on January 1, 2026 and end on June 30, 2026 (“Performance Period”), unless extended by the Department in accordance with

LANCASTER COUNTY
150 NORTH QUEEN STREET, SUITE 402
LANCASTER, PA 17063
SAP: 4100101152
VENDOR #139096-008

section 6. The Grantee may use grant funds received pursuant to this agreement solely to pay eligible costs and expenses incurred by the Grantee during the Performance Period. The Department may extend the Performance Period by providing written notice of extension without the need to amend this agreement, so long as the extension of the Performance Period does not exceed the Term.

- b. Subsequent Periods of Performance. If the Department makes a Subsequent Grant Award in accordance with section 1(b), the Performance Period for any Subsequent Grant Award will commence on July 1 of the applicable SFY and end on June 30 of the applicable SFY (“Subsequent Performance Period”). The Grantee may use the grant funds received for the applicable SFY pursuant to this agreement solely to pay eligible costs and expenses incurred by the Grantee during the applicable Subsequent Performance Period. The Department may extend a Subsequent Performance Period by providing written notice of extension without the need to amend this agreement, so long as the extension of the Subsequent Performance Period does not exceed the Term.

6. Extension of Term. The Department may extend the Term for up to 90 calendar days by providing written notice of extension to the Grantee without the need to amend this agreement. Any extension of the Term in excess of 90 calendar days must be accomplished through a formal amendment to this agreement.

7. Disbursement of Grant Award.

- a. Invoices. The Grantee shall submit monthly invoices and supporting documentation for eligible costs and expenses to the Department in accordance with Exhibit C - Department-Specific Terms and Conditions.
- b. Reimbursement. Upon the Department's receipt and approval of each monthly invoice, the Department shall reimburse the Grantee for eligible costs and expenses incurred by the Grantee during the Period of Performance or Subsequent Period of Performance.
- c. Withholding of Payment. The Department may withhold any payment if the Department determines, in its sole discretion, that the Grantee has failed to fulfill its obligations under any prior grant agreement or another contract between the parties. Upon the Grantee's fulfillment of its obligations under the prior agreement or contract, the Department shall initiate the disbursement of the applicable payment.

8. Department-Specific Terms and Conditions. The Grantee shall comply with the Department-Specific Terms and Conditions set forth in Exhibit C.

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9. **Commonwealth Standard Terms and Conditions.** The Grantee shall comply with the Commonwealth's Standard Terms and Conditions, Grant Version (Revised – 10/1/2023) set forth in Exhibit D.
10. **Federal Terms and Conditions.** The Grantee shall comply with the Federal Terms and Conditions set forth in Exhibit E.
11. **Compliance With Applicable Law.** The Grantee shall comply with all applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, 42 U.S.C. §§ 300x-21 *et seq.*, 42 U.S.C. § 290ee-3, 71 P.S. §§ 1690.101 *et seq.*, and 4 Pa. Code Part XI, Chapters 252-265. It is the affirmative, non-delegable duty of the Grantee and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these federal and state grant funds.
12. **No Department Liability.** The Department shall not be liable for any claims, damages, or liability arising out of, or related to, the Grantee's activities, programs, or services funded, in whole or in part, under this agreement. Nothing in this agreement may be construed to waive or otherwise affect the sovereign immunity of the Commonwealth or its agencies.
13. **Maintenance of Records.** Utilizing accepted procedures, the Grantee shall maintain, at its principal offices or place of business, complete and accurate records, including documents, correspondence, and other evidence pertaining to costs and expenses incurred by the Grantee under this agreement, and reflecting all matters and activities covered by this agreement. The Grantee shall maintain all records for a period of 4 years from the expiration or termination date of this agreement, except in those cases where unresolved claims or audit questions may require the Grantee to continue to maintain some or all records until the claim or question is finally resolved.
14. **Audit Rights.** At any time during normal business hours and as often as the Department requires, the Grantee shall make all records related to this agreement available for inspection by the Department, Office of the Budget, Office of State Inspector General, Department of the Auditor General, Office of Attorney General, or their authorized representative(s) to audit, examine, and make copies of these records.
15. **Offset, Withhold, and Recoup.** At any time, the Department may offset, withhold, or recoup grant funds or payments for the Grantee's activities and expenses if the

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Department determines that either the Grantee has violated this agreement or the Grantee's expenditures are or were not eligible, proper, or allowable. The Grantee shall return grant funds in accordance with any recoupment instruction provided by the Department. These rights and remedies are in addition to those the Department may have under law, statute, regulation, or otherwise.

16. Temporary Suspension.

- a. Grounds for Suspension. The Department may temporarily suspend this agreement for the Grantee's breach of this agreement, violations of applicable law, audit exceptions, misuse of grant funds, gross mismanagement, malfeasance, or criminal activity.
- b. Notice of Suspension. The Department shall provide a written notice of suspension to the Grantee. The notice must set forth the effective date of the suspension and identify the reason(s) for the suspension.
- c. Effect of Suspension. The Department shall not reimburse the Grantee for costs and expenses incurred during the period of suspension. During the period of suspension, the Grantee shall not expend any grant funds in its possession.
- d. Grantee Obligations During Suspension. The Grantee shall cure all deficiencies identified in the notice of suspension to the Department's satisfaction. The Grantee may not recommence activities under this agreement until the Department, at its discretion, reinstates this agreement by written notice following the suspension.

17. Termination.

- a. Termination for Convenience. The Department may terminate this agreement at any time for its convenience by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the notice. The Department shall reimburse the Grantee for any eligible costs or expenses incurred by the Grantee prior to the effective date of the termination.
- b. Non-Appropriation. If funds are not appropriated or otherwise made available to the Department to support the services provided under this agreement in an SFY, the Department may terminate this agreement by providing written notice of termination to the Grantee. The termination will be effective on the date set

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forth in the Department's notice. The Department shall reimburse the Grantee for any eligible costs or expenses incurred by the Grantee prior to the effective date of the termination.

- c. Termination for Cause. The Department may terminate this agreement for cause by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the notice. The Department shall reimburse the Grantee for any eligible costs or expenses incurred by the Grantee prior to the effective date of the termination.
- d. Survival of Terms. The Grantee's obligations set forth in sections 8 through 15 of this agreement will survive the termination of this agreement.

18. Notice. All notices and other correspondence required or permitted under this agreement must be in writing and personally delivered or delivered by United States Postal Service, prepaid certified or registered mail, return receipt requested; by overnight courier with written evidence of receipt; or by email with evidence of receipt. Any notice or correspondence must be sent to the applicable party at the following address:

- a. If to the Department:

PA Department of Drug and Alcohol Programs
Bureau of Administration
One Penn Center
2601 North Third Street, 5th Floor
Harrisburg, PA 17110

Email:

- b. If to the Grantee:

Mr. Richard Kastner
SCA Administrator
Lancaster County SCA
150 North Queen Street, Suite 402
Lancaster, PA 17063

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Email:

Either party may change its designated address by providing written notice to the other party.

19. **Amendments and Modifications.** Except as provided in sections 1(b), 2, 3, 5(b), and 6, no alterations or variations to this agreement are valid unless they are made in writing and signed by the parties with the same formality as this agreement.
20. **Assignment.** The Grantee may not assign or transfer its rights or duties under this agreement without the prior written consent of the Department. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Department and the assignee.
21. **Independent Parties.** Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Grantee as the representative or general agent of the Department for any purpose whatsoever.
22. **Severability.** The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.
23. **No Waiver.** No delay or failure of the Department or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by the Department or the Commonwealth of the provision or its right or remedy.
24. **Integration and Merger.** When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.

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25. **Counterparts**. This agreement may be executed in counterparts, each of which is deemed to be an original and has the full force and effect as an original but all of which constitute one and the same instrument.
26. **Electronic Signatures**. This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. §§ 2260.301 *et seq.*

[SIGNATURE PAGE FOLLOWS.]

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APPROVED:

Comptroller _____ Date _____

Funds Commitment No.: 4100101152
Assistance Listing Title and No.: 93.959, 93.788
Federal Share: \$2,046,491.50 or 76.68%
State Share: \$622,555.00 or 23.32%

EXHIBIT A

Statement of Work

1. General.

- a. Provision of Services. The Grantee shall provide or ensure the provision of prevention, intervention, treatment, case management, recovery support, emergency housing, recovery housing, and overdose prevention services for substance use disorder (“SUD”) within its catchment area.
- b. Services for Providers. The Grantee shall administer service-provider contracting, rate-setting, and service authorization and payment for services for residents within its catchment area.
- c. Administration. The Grantee shall maintain an administrative office and sustain operations of the Single County Authority (“SCA”) in accordance with 4 Pa. Code Ch. 254.
- d. Fiscal Management. The Grantee shall provide fiscal management of the SCA in accordance with 4 Pa. Code Ch. 256.
- e. Service Plan. The Grantee shall submit to the Department and implement a comprehensive SUD treatment and prevention plan in accordance with 4 Pa. Code Ch. 257.

2. Operations.

- a. Provision of Services. The Grantee may provide the services under this agreement directly or through contracted providers and shall:
 - i. Obtain a license from the Department to provide direct treatment services.
 - ii. Coordinate and track services provided to all individuals whose treatment it funds.
 - iii. Develop a provider network that has capacity to meet the full continuum of care either within or near its catchment area. The full continuum of care includes:
 1. Early intervention for both adults and adolescents.
 2. Outpatient for both adults and adolescents.
 3. Intensive outpatient for both adults and adolescents.

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4. Partial hospitalization for both adults and adolescents.
 5. Clinically managed low intensity residential services and halfway houses for both adults and adolescents.
 6. Clinically managed high intensity residential services for adults.
 7. Clinically managed medium intensity residential services for adolescents.
 8. Medically monitored intensive inpatient services for adults.
 9. Medically monitored inpatient withdrawal management for adults.
 10. Medically managed intensive inpatient withdrawal management for adults.
 11. Medically managed intensive inpatient services for adults.
 12. Recovery housing or emergency housing.
- iv. Contract with at least two providers for each service within the full continuum of care. If the Grantee provides any treatment service directly, it shall contract with at least one other provider for that type of service.
 - v. Contract with at least two licensed residential treatment providers that will admit women with their children and treat the family as a unit.
 - vi. Provide transportation to treatment or make a referral for transportation resources.
 - vii. Provide or arrange for services that are respectful of and responsive to cultural and linguistic needs, cultural health beliefs and practices, preferred languages, health literacy levels, and other communication needs.
 - viii. Provide the Department with its protocols for the statewide hotline operator to refer individuals for emergency care withdrawal management and level of care assessments (“LOCAs”). The Grantee shall provide to the Department any protocol changes no later than 24 hours after the change.
 - ix. Evaluate the effectiveness of the provision of services.
 - x. Coordinate with other entities, such as county human services agencies and courts, to access other necessary social services.

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- xi. Ensure that all contracted in-state treatment providers are licensed by the Department.
 - xii. Ensure that all contracted out-of-state prevention, intervention, treatment, and treatment-related providers are licensed or approved, if required by the state in which they are located.
 - xiii. Ensure that all contracted treatment providers are in substantial compliance with 71 P.S. § 613.2, which requires treatment providers to align service delivery conditions with the *American Society of Addiction Medicine Criteria*, Third Edition, 2013 (“*ASAM Criteria*”).
 - xiv. Ensure that contracted service providers make continuing education available to their employees.
 - xv. Make necessary staff available for site visits by the Department.
- b. Training.
- i. Training Requests. The Grantee shall:
 - 1. Identify at least one staff member who is responsible for entering training requests and managing attendance for training events in the Department’s training management system.
 - 2. Have at least one staff member attend each quarterly training requestor telephone call with the Department.
 - 3. Submit at least two training requests each calendar year.
 - 4. Enter training requests into the Department’s training management system no earlier than 180 calendar days and no later than 90 calendar days before the training event’s start date.
 - 5. Enter training event attendance into the Department’s training management system and e-mail the attendance roster to RA-DATRaining@pa.gov no later than two business days after the event’s end date.
 - ii. Training Requirements. The Grantee shall:
 - 1. Ensure that any new training venues are appropriate for in-person training.

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2. Provide a moderator who will monitor the training and provide support to the trainer for virtual meetings.

3. Prevention.

a. Strategic Prevention Framework.

- i. Needs Assessment. In conjunction with the Department, the Grantee shall complete a needs assessment that includes the collection and analysis of data on substance use and gambling behaviors; consequences; risk factors; protective factors; and the identification of priority substance use and gambling problems, risk factors, and protective factors.
- ii. Resource Assessment. In conjunction with the Department, the Grantee shall complete a resource assessment that includes the collection and analysis of data on resources and readiness to address substance use and gambling problems, risk factors, and protective factors.
- iii. Quarterly Prevention Meetings. The Grantee shall conduct, and maintain meeting minutes for, quarterly prevention meetings that include SCA prevention staff and contracted prevention providers to discuss planning, implementation, barriers, evaluation, and technical assistance of prevention programs.
- iv. Prevention Action Plan. In conjunction with the Department, the Grantee shall complete a prevention action plan based on the needs assessment and resource assessment.
 1. Contents of Plan. The plan must include:
 - a. All prevention services the Grantee provides directly or through a contracted service provider.
 - b. Delivery of at least 25% of prevention program services through a combination of evidence-based and evidence-informed programs.
 - c. At least one evidence-based program.
 - d. Delivery of at least 20% of prevention services through session-based events.
 - e. Fetal Alcohol Spectrum Disorder (“FASD”) prevention activities.

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- f. Student Assistance Program (“SAP”) liaison services.
 - g. Sustainability of prevention outcomes.
2. Individual Services. For all services, the plan must state:
- a. Funding sources.
 - b. Institute of Medicine population classification, such as universal, selective, or indicated.
 - c. Program frequency.
 - d. Service codes specified by the Department.
 - e. Service location.
 - f. Service population.
- v. Implementation of the Prevention Action Plan. The Grantee shall implement the prevention action plan by:
- 1. Tracking and accounting for funds expended for each prevention service and activity.
 - 2. Delivering or arranging for at least two services related to FASD prevention during FASD Awareness Month in September.
 - 3. Meeting annually with the Regional Primary Contractor (“RPC”) for the Pennsylvania Department of Health, Division of Tobacco Prevention and Control.
 - 4. Incorporating into the plan Grantee’s activities as a subcontractor for the RPC, if the Grantee serves in that capacity.
 - 5. Providing assistance as requested by the Pennsylvania Department of Health for administrative activities associated with the annual report required by the United States Department of Health and Human Services under 45 CFR § 96.130(e), known as the Synar Survey, regarding the Commonwealth’s enforcement of restrictions on access to tobacco by minors as well as the recurring coverage study by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center

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for Substance Abuse Prevention to validate the comprehensiveness of the lists that the Synar Survey uses.

vi. Evaluation Activities.

1. In conjunction with the Department, the Grantee shall complete an evaluation plan and report.
2. On a monthly basis, the Grantee shall analyze the data it entered into the Department's data system to monitor implementation of the prevention action plan.
3. The Grantee shall administer and collect tests, surveys, or other short-term outcome measures in the prevention action plan for all evidence-based and evidence-informed programs as well as all session-based and recurring supplemental programs. The Grantee shall analyze the results data from the completed tests, surveys, or other measures and maintain a summary or other record of the tests, surveys, or other measures.
4. The Grantee shall use the program developer's tests or surveys to measure outcomes for evidence-based and evidence-informed programs unless it requests and receives prior written approval from the Department to use an alternate measurement instrument.

vii. Cultural Competence. The Grantee shall provide services that are respectful of and responsive to cultural and linguistic needs, cultural health beliefs and practices, preferred languages, health literacy levels, and other communication needs.

b. Prevention Training.

- i. Introductory Training. The Grantee shall train staff within 12 months from the time of acquiring the responsibility to do any of the following:
 1. Conducting prevention needs assessment and planning.
 2. Supervising prevention staff.
 3. Monitoring prevention programming.
 4. Delivering direct prevention services.
 5. Entering prevention data.

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- ii. Training Certificates. The Grantee shall retain training certificates and make them available to the Department upon request.
- iii. Training Courses. Except as provided in subsection (b)(iv) below, staff identified in subsection (b)(i) above must complete the following training courses offered by the Department:
 1. Prevention 101.
 2. Ethics in Prevention.
 3. Categorizing Prevention.
 4. Introduction to Substance Use Disorders.
- iv. Exceptions. The following exceptions apply to the introductory training requirements under subsection (b)(iii) above:
 1. The Grantee's administrator may complete written justification that staff who have comparable training and education are not required to complete Introduction to Substance Use Disorders. The Grantee's administrator may submit a written request to the Department to be exempt from completing Introduction to Substance Use Disorders.
 2. Grantee staff whose only prevention-related job duty is data entry must complete only Categorizing Prevention.
 3. Grantee staff who only provide prevention services in the evening or on weekends and have full-time day employment elsewhere are not required to complete training.
 4. Volunteers who deliver or support prevention programs are not required to complete training.
 5. Individuals such as nurses, police officers, and teachers who provide direct prevention services as a component of their employment are not required to complete training.
 6. Staff who have completed Strategic Prevention Framework Application for Prevention Success Training offered by the United States Department of Health

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and Human Services, Substance Abuse and Mental Health Services Administration (“SAMHSA”) are not required to complete Prevention 101.

7. Staff who began working in the substance use prevention field before July 1, 2014 are not required to complete Prevention 101.
- v. FASD Training. The Grantee shall ensure that staff who deliver FASD prevention services complete at least six hours of FASD training within 12 months of assuming that responsibility.
- vi. Annual Training. Except as provided in subsection (b)(vii) below, the Grantee shall ensure that full-time prevention staff who deliver or supervise prevention services complete, on an annual basis, 12 hours of prevention training courses offered by a professional organization in a classroom setting or online.
1. Training to be a facilitator or trainer for a program may comprise up to six of the 12 hours.
 2. Training related to preventing problem gambling can be used to fulfill this requirement. For staff who deliver or supervise substance use prevention, this training type can comprise up to six of the 12 hours. For staff who deliver or supervise only problem gambling prevention, this training type can comprise all 12 hours.
 3. The Grantee may submit to the Department a written request for an exemption to this training requirement. The request must include the name of the staff person, the training requirement, and the justification for the exemption.
- vii. Exceptions. The following staff are not required to complete the annual training requirements under subsection (b)(vi) above:
1. Grantee staff who have 20% or less of their time designated for prevention.
 2. Contracted provider staff who work less than 20 hours per week.
 3. Provider staff who work more than 20 hours per week but have 50% or less of their time designated for prevention.
- viii. Contracted Providers. The Grantee shall require all contracted prevention providers to comply with the requirements of this section 3(b).

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- c. Student Assistance Program. The Grantee shall provide to school districts SAP services designed to identify academic, social, attendance, substance use, mental health, and other concerns that pose a barrier to student success.
- i. The Grantee shall, or shall require its contracted SAP liaison provider to, execute a Letter of Agreement (“LOA”) with each school district for the provision of SAP services. The Grantee shall maintain a copy of the LOA in its files.
 1. The Grantee shall, or shall require its contracted SAP liaison provider to, fully execute any new LOA by October 31 of each year.
 2. An LOA may not extend beyond the termination date of this agreement.
 3. The LOA must describe all services the Grantee or the Grantee’s contracted SAP liaison provider will provide to the school district and must include the following:
 - a. A designated contact person for the school and agency.
 - b. The minimum frequency of attendance for liaisons at SAP team meetings.
 - c. Drug and alcohol confidentiality requirements.
 - ii. The Grantee shall, or shall require its contracted SAP liaison provider to, identify a staff person to attend and participate in SAP team meetings organized and held by school districts.
 - iii. The Grantee shall ensure that staff, including contracted SAP liaison staff, have completed training approved by the Department.
 1. Before participating in SAP team meetings, SAP liaison staff must complete the Student Assistance Program K-12 Training offered by the Pennsylvania Network for Student Assistance Services.
 2. Staff must complete the following training within 12 months from the time of acquiring SAP responsibilities:
 - a. SAP liaison staff must complete the Substance Use Disorder Confidentiality training available in the Department’s Training Management System.
 - b. The Grantee’s staff person who is primarily responsible for oversight of SAP services must attend an SAP overview training provided by the Pennsylvania Network for Student Assistance Services unless that staff

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person has a certification of completion for the SAP K-12 training offered by the Commonwealth.

- iv. The Grantee shall collect and enter SAP data into the Department's data system and submit to the Department a SAP liaison annual report by July 31 for the previous SFY.

d. Problem Gambling Prevention.

- i. The Grantee shall provide problem gambling prevention services.
- ii. The Grantee shall conduct, or contract for, media and other information dissemination activities to raise awareness about problem gambling.
- iii. The Grantee shall, and shall require its contracted gambling prevention providers to, include problem gambling prevention materials when participating in health promotion activities such as health fairs and community events for substance use prevention.
- iv. The Grantee shall not, and shall not allow its contracted problem gambling prevention providers to, promote, encourage, support, or participate in gambling activities, including raffles and bingos.
- v. The Grantee shall, and shall require its contracted problem gambling prevention providers to, include the problem gambling hotline number, 1-800-GAMBLER, on their websites and also in all media created with Compulsive Problem Gambling Treatment ("CPGT") funds, including brochures, flyers, posters, billboards, newspaper, radio, television, and digital ads.

4. Case Management and Clinical Services.

a. Needs Assessment and Treatment and Service Plan.

- i. In conjunction with the Department, the Grantee shall complete a needs assessment that includes demographic changes; current service use, including capacity and access issues; and other areas of concern, gaps, or needs.
- ii. In conjunction with the Department, the Grantee shall complete a treatment and service plan based on the needs assessment to assist the Grantee in developing the resources necessary to meet its needs. The treatment and service plan must include:
 - 1. Trends and issues identified in the needs assessment and methods to address them.

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2. Specific outcomes with a plan to meet each outcome.
3. Steps used to develop the treatment and service plan, including how the Grantee gathered stakeholder input.
4. The fiscal impact of each aspect of the treatment and service plan and how the Grantee will allocate funding for each.
5. The Grantee's quality management initiatives.
6. The manner through which individuals access services.

b. Priority and Special Populations.

i. List of Priority Populations.

1. The Grantee shall, and shall require its contracted treatment providers to, give preference to priority populations in the following order:
 - a. Pregnant women who inject drugs.
 - b. Pregnant women who use substances.
 - c. Persons who inject drugs ("PWID").
 - d. Overdose survivors.
 - e. Veterans.
2. The Grantee shall not restrict access to admission to treatment for priority populations, even if it results in the delay or limitation of services to others.

ii. Provisions for Pregnant Women Who Inject Drugs, Pregnant Women Who Use Substances, and Persons Who Inject Drugs.

1. Screening and Assessment. The Grantee shall, and shall require its contracted treatment providers to:
 - a. Screen all pregnant women who inject drugs, pregnant women who use substances, and PWID who request services for emergent care needs and make an immediate referral to the appropriate service for emergent care needs.
 - b. Ensure that all pregnant women who inject drugs, pregnant women who use substances, and PWID receive a LOCA. The Grantee shall offer admission

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to the recommended level of care. If the Grantee or contracted provider cannot ensure admission to the recommended level of care immediately, the Grantee shall offer the individual interim support services such as case management services or recovery support services and offer admission to another level of care within 48 hours after the LOCA.

- c. For PWID, the Grantee shall arrange for admission to treatment no later than 120 calendar days after the LOCA.
- d. The Grantee shall maintain a resource list that clearly identifies, by physical address, phone number, and website link, treatment providers for each interim service and the title of each type of interim service.
- e. Have written procedures that include the mechanism for maintaining contact with the person until admission into treatment.

2. Resources and Outreach.

- a. The Grantee shall publicize the preference for treatment services to pregnant women who inject drugs and pregnant women who use substances.
- b. The Grantee shall conduct outreach activities for PWID who have not yet entered treatment.
- c. The Grantee shall develop and follow written outreach procedures for PWID that identify or describe:
 - i. Staff who are specifically responsible for overseeing outreach activities and the oversight process.
 - ii. The Grantee's or contracted provider's staff responsible for performing outreach.
 - iii. Training provided to outreach workers.
 - iv. Specific outreach activities.
 - v. The process for contacting and following up with PWID.
 - vi. The process for informing PWID of the relationship between injection drug use and communicable diseases such as HIV.

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- vii. The process for informing PWID how they can prevent the transmission of communicable diseases.
 - viii. The process for encouraging entry into treatment.
 - ix. The requirement that contracted treatment providers for PWID notify the Grantee within seven calendar days upon reaching 90% of their admissions capacity. The procedure for this notification must include the process for providers to notify the Grantee, the method by which the Grantee will track the information received, and the process by which the Grantee will inform other contracted providers.
- iii. Warm Handoff Services.
- 1. The Grantee shall contract with a service provider to coordinate treatment and case management services with individuals who require emergency medical services related to an SUD overdose.
 - 2. The Grantee shall develop, implement, and maintain a plan to screen, assess, refer to treatment, and track individuals who overdosed or who were admitted to a hospital for other reasons and identified as needing SUD treatment services. The Grantee shall submit the plan to the Department for approval. The plan must include:
 - a. Coordination with local hospitals to address the needs of these individuals.
 - b. The process to offer an immediate direct referral from the emergency department to SUD treatment.
 - c. Timeline for the referral process.
 - d. A mechanism for tracking referrals or refusals of treatment.
 - e. A list of circumstances in which telehealth-only services may be used and the process for using telehealth.
 - 3. The Grantee shall complete and submit a monthly Warm Handoff (“WHO”) report on a form that the Department provided.
 - 4. The Grantee shall execute and retain in its records a letter of agreement or memorandum of understanding with each hospital or treatment provider that participates in WHO services.

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iv. Veterans. The Grantee shall, and shall require all contracted providers to, offer to veterans:

1. The full continuum of treatment services either directly or through referrals.
2. Screening and LOCA services.
3. Referrals to treatment.
4. Case management services.
5. Direct connection to a facility operated by the United States Department of Veterans Affairs (“VA”) when it is determined to be the appropriate treatment provider. The Grantee shall confirm with the VA facility that the veteran was admitted as planned. While the veteran is in the VA facility, the Grantee may continue to provide case management services. The Grantee shall not deny services to a veteran based on eligibility for VA benefits. The Grantee shall offer the recommended level of care to the veteran regardless of the funding source.

v. Special Population – Pregnant Women and Women With Children.

1. The Grantee shall, and shall require contracted providers that deliver services to pregnant women, women with dependent children, and women who are seeking custody of their children to, treat the family as a unit and provide or arrange for the provision of:
 - a. Primary medical care for women, including a referral for prenatal care, and childcare while the women are receiving medical care.
 - b. Primary pediatric care, including immunization, for children.
 - c. Gender-specific substance use treatment and other therapeutic interventions for women to address issues of relationships, sexual abuse, physical abuse, and parenting as well as childcare while the women are receiving these services.
 - d. Family therapy, nutrition education, and education to the individual’s general educational development level.
 - e. Therapeutic interventions for the children to address the children’s developmental needs, sexual abuse, physical abuse, and neglect.

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- f. Case management and transportation needed to access services.
 2. The Grantee shall maintain a current resource list that includes the name, address, phone number, and website for each provider of services to women with children.
 3. If the Grantee does not meet the expenditure amount for the previous SFY's allocation for pregnant women and women with children ("PWWWC"), it shall complete an outreach and referral plan focusing on PWWWC and submit it to the Department for approval. Thereafter, the Grantee shall report its outreach efforts at least every 60 calendar days for 12 months.
- c. Specific Services.
- i. Halfway House Services.
 1. The Grantee shall only use funds under this agreement for a halfway house that:
 - a. Provides a home-like atmosphere within the community.
 - b. Is accessible to public transportation.
 - c. Provides opportunities for independent growth and responsible community living.
 - d. Provides for mutual self-help, assistance in economic and social adjustment, integration of activities of daily living, and development of a sound recovery program.
 - e. Has an inpatient nonhospital residential treatment license from the Department for the specific facility.
 - f. Has an independent physical structure containing no more than 30 beds.
 - g. Provides no other licensed treatment activity within the same physical structure.
 - h. Has received the Department's written approval to provide halfway house services.

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2. The Grantee shall obtain written approval from the Department before entering a contract with a new provider of halfway house services.
- ii. Emergency Housing Services. The Grantee may use funds under this agreement for emergency housing as follows:
1. Only when no housing assistance is available from any other source.
 2. For up to seven calendar days before a LOCA is completed. The Grantee shall not make payment until the LOCA is completed.
 3. For up to 60 calendar days of emergency housing services per individual per SFY. The Grantee shall provide written notice of this time limit to each individual who receives the services and obtain the individual's written acknowledgement of the limitation.
 4. For an individual who is determined to need SUD treatment, self-help groups, or other recovery supports, only if the individual participates in all recommended services. The Grantee shall provide written notice of this condition and obtain the individual's written acknowledgement of the condition.
- iii. Recovery Housing.
1. The Grantee shall, and shall require its contracted service providers to, refer individuals only to recovery houses licensed by the Department.
 2. The Grantee shall, either directly or through a contractor, screen individuals who seek recovery housing and shall use funds under this agreement for recovery housing only when that is the appropriate level of care.
- iv. Medication for Opioid Use Disorder and Medication for Alcohol Use Disorder Treatment.
1. The Grantee shall, and shall require its contracted services provider to, deliver the following services directly or by referral:
 - a. Ensure the availability of United States Food and Drug Administration-approved medication for opioid use disorder ("MOUD") and medication for alcohol use disorder ("MAUD") for individuals whose treatment is paid for using funds under this agreement and assist with paying for the medication.

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- b. Educate individuals for whom MOUD or MAUD are clinically appropriate about their treatment options.
 - c. Ensure that MOUD, MAUD, and clinical therapeutic interventions are available in all levels of care, even if the treatment provider is not the prescriber of the medication.
 - d. Ensure that each individual's needs are met directly or through an appropriate referral to a prescriber.
 - e. Ensure that contracted service providers do not exclude individuals on MOUD or MAUD from being admitted into services.
 - f. Ensure coordination of care in situations where the prescriber for MOUD or MAUD and the SUD treatment provider are not the same.
 - g. Ensure that contracted providers admit and provide services to individuals who have a prescription for MOUD or MAUD.
 - h. Ensure that its contracted provider capacity is sufficient to treat all individuals whose treatment is paid for using funds under this agreement and who have a prescription for MOUD or MAUD.
 - i. Provide information and referrals regarding access to MOUD or MAUD to individuals who can obtain medications through other resources, such as medical assistance or other third-party insurance.
2. The Grantee shall not limit MOUD or MAUD treatment or restrict the length of treatment.
- v. Overdose Prevention. The Grantee shall conduct outreach activities aimed at overdose prevention for people who use substances but have not yet entered treatment.
- d. Case Management Services.
- i. Grantee Responsibilities. The Grantee shall:
 - 1. Offer case management as a service that is separate and distinct from treatment and that addresses all aspects of an individual's recovery.

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2. Ensure that contracted treatment providers that also deliver case management services provide treatment and case management services by separate staff members or at separate times.
3. Ensure that all individuals who present for SUD services receive an SUD screening and, if indicated by the screening, a LOCA and referral.
4. Provide case management services regardless of the individual's county of residence. The Grantee shall coordinate with the individual's home SCA.
5. Offer ongoing case management services to all individuals with SUD. The Grantee may offer case management services to families.
6. Offer case management services by providing staff who meet people within the community.

ii. Social Determinants of Health.

1. For all individuals seeking services, the Grantee shall complete a case management service plan that includes an evaluation of the Social Determinants of Health ("SDOH").
2. The Grantee shall prepare a case management service plan at the time of the LOCA and shall update the case management service plan every 30 calendar days.
3. The case management service plan must identify the SDOH as well as interventions and referrals that will assist the individual to attain their goals.
4. The Grantee shall use the SDOH screening tool that the Department provides to assist with coordination of services.

iii. Screening. The Grantee shall:

1. Make SUD screening available 24 hours a day, seven days a week.
2. Use a screening tool that is on the Department's data system.
3. Document in the individual's record the reason for any failure to provide a screening.

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4. Identify and meet an individual's emergent needs when they are identified. If there is a delay in meeting these needs, the Grantee shall document the reason in the individual's record.
 5. Maintain written procedures for making referrals to emergent care services during and outside of normal business hours. The Grantee shall date and have all staff sign updates to any new procedures.
- iv. Assessment and Placement Determination. The Grantee shall, and shall require its contracted providers to:
1. Refer individuals to the appropriate level indicated by a LOCA tool.
 2. Assess individuals and refer them to contracted treatment providers to meet their individualized treatment and treatment-related needs.
 3. Complete a LOCA to offer an individual a choice of providers that best suits their needs and document the choice in the individual's record.
 4. Complete the LOCA in its entirety before referring the individual to treatment, unless the individual needs withdrawal management services.
 5. Complete the LOCA in one session within seven calendar days from the date of initial contact or document the reason for the delay in the individual's record. The Grantee may use a completed LOCA for six months, including for individuals who have never engaged in treatment after being assessed or who have been discharged and are seeking to reinstate services.
 6. Use a LOCA tool that includes:
 - a. Education.
 - b. Employment.
 - c. Military service.
 - d. Physical health.
 - e. Substance use history.
 - f. Abstinence and recovery periods.

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- g. Behavioral health.
 - h. Family, social, and sexual history.
 - i. Spiritual beliefs.
 - j. Living arrangements.
 - k. Abuse history.
 - l. Legal history.
 - m. Gambling history.
 - n. Potential barriers to treatment.
 - o. The evidence-based clinical summary prescribed by the *ASAM Criteria*.
 - p. A placement assessment summary sheet.
 - q. A risk rating prescribed by the American Society of Addiction Medicine.
7. Develop policies and procedures for conducting telehealth LOCAs that include:
- a. Security, privacy, and confidentiality.
 - b. Private space for services.
 - c. Network security.
 - d. Clinical appropriateness to conduct telehealth.
 - e. Informed consent for telehealth.
 - f. In-person option for LOCAs.
 - g. Releases of information.
 - h. Staff training on equipment.
 - i. Ongoing staff training on regulations.

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- j. Crisis situations.
 - k. Cultural considerations.
 - l. Accommodation options of an interpreter or electronic communication device.
- v. Referral and Admission to Treatment.
- 1. The Grantee shall refer all individuals other than priority populations identified in section 4(b) above for admission to the appropriate level of care that is available within 14 calendar days of the LOCA, except for individuals in need of withdrawal management. The Grantee shall ensure that individuals in need of withdrawal management are admitted to treatment within 24 hours.
 - 2. Before initiating services, the Grantee shall identify and document funding sources other than Substance Use Prevention Treatment and Recovery Services block grant in order to ensure compliance with funding requirements.
 - 3. The Grantee shall contact an individual who has accepted case management services within three business days after the individual is discharged from an SUD treatment facility to check status and to schedule a follow-up case management appointment to occur no later than two weeks after the discharge.
- vi. Communicable Disease Screening and Referral Services.
- 1. Tuberculosis.
 - a. Assessment. At the time of the LOCA, the Grantee shall, and shall require its contracted providers to, determine whether the individual is at high risk for tuberculosis (“TB”) by asking the following questions and documenting the answers:
 - i. Have you traveled extensively (more than four weeks) outside the United States in the last five years to high TB-incidence areas (Asia, Africa, South America, Central America)?
 - ii. Are you an immigrant from a high TB-risk foreign country (includes countries in Asia, Africa, South America, and Central America)?

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- iii. Have you resided in any of these facilities in the past year: jails, prisons, shelters, nursing homes and other long term care facilities such as rehabilitation centers?

The Grantee may end the assessment if an individual answers “yes” to this question and was tested for TB within the past three months.

- iv. Have you had any close contact with someone diagnosed with TB?
- v. Have you been homeless within the past year?
- vi. Have you ever injected drugs?
- vii. Do you or anyone in your household currently have the following symptoms, such as a sustained cough for two or more weeks, coughing up blood, fever/chills, loss of appetite, unexplained weight loss, fatigue, night sweats?
- viii. Do you currently have or anticipate having any condition that would decrease your immune system? (Examples: HIV infection, organ transplant recipient, treatment with TNF-alpha antagonist (e.g. infliximab, etanercept, others), steroids (equivalent dose of Prednisone 15mg/day for one month or longer) or any other immunosuppressive medications.)

- b. Individuals at High Risk. Any individual who responds with a “yes” to any of these questions, except for question 3, is considered to be at high risk for TB.
- c. Referral for Treatment. The Grantee shall develop and follow written procedures to address how individuals identified as high risk for TB will be referred for TB treatment.

- 2. Viral Hepatitis. The Grantee shall, and shall require its contracted providers to:
 - a. Offer educational materials on viral hepatitis to all individuals at the time of the LOCA.
 - b. Ensure that viral hepatitis testing is available at the time of the LOCA on-site or by referral and document the acceptance or rejection of testing that is offered at that time.

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- c. Offer education and training on viral hepatitis to all staff who conduct LOCAs.
 - d. Develop and follow written procedures for education, testing, vaccination, treatment, and referral for viral hepatitis services.
3. Human Immunodeficiency Virus. The Grantee shall ensure that individuals who are positive for human immunodeficiency virus (“HIV”) are not denied treatment. Grantee shall, and shall require its contracted providers to:
- a. Offer educational materials on HIV to all individuals at the time of the LOCA.
 - b. Ensure that HIV testing is available at the time of the LOCA on-site or by referral and document the acceptance or rejection of testing that is offered at that time.
 - c. Offer education and training on HIV to all staff who conduct LOCAs.
 - d. Develop and follow written procedures for education, testing, treatment, and referral for HIV services.
 - e. Comply with the Disease Prevention and Control Law of 1955, 35 P.S. §§ 521.1 *et seq.* and 28 Pa. Code Chapter 27.
- vii. Coordination of Services.
- 1. The Grantee shall ensure that each individual receives, at the time of the LOCA, an assessment and plan to provide treatment-related needs.
 - 2. The Grantee shall develop and follow written policy and procedures for coordination of services that include:
 - a. A mechanism for tracking services provided to all individuals who receive treatment that is paid for using funds under this agreement.
 - b. A process for helping people to access services and enroll in healthcare coverage.
 - c. A process for completing continued stay reviews.
 - d. A process for documenting case management services.

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- e. A mechanism for attempting to re-engage individuals who do not show up for treatment or who leave treatment prior to discharge.
 - f. A mechanism for ensuring direct contact with individuals when they move between levels of care and at the time of an initial planned admission to confirm that the individual was admitted for treatment.
 - g. The requirement to document the date and reason when an individual is no longer receiving services from the Grantee or any of its contracted providers.
3. The Grantee shall offer coordination of services to every individual receiving SUD services.
 4. The Grantee shall develop a policy for the coordination of services and distribute it to contracted service providers.
 5. The Grantee shall, and shall require its contracted treatment providers to, complete a continued stay review at least every 30 calendar days throughout an individual's course of treatment.

viii. Limitation of Services.

1. The Grantee shall notify the Department in writing no later than five calendar days after it discontinues or limits authorization of any services due to lack of funding. The notification must explain how the Grantee will meet individuals' ongoing treatment needs until additional funding is available.
2. The Grantee shall notify the Department in writing within five calendar days after ending or removing limitations.
3. The Grantee may not limit services or funding for any priority populations identified in section 4(b)(i)(1) above.

ix. Case Management Training and Supervision.

1. Training Courses. Except as provided in subsection (2) below, the Grantee shall, and shall require contracted providers to, ensure that the staff who provide case management services and their supervisors complete the following training courses offered by the Department no later than 12 months after the date of hire:

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- a. Introduction to Substance Use Disorders.
 - b. Substance Use Disorder Confidentiality.
 - c. Case Management Overview (online) followed by Case Management Skills Training (online or in-person).
 - d. Screening & Assessment.
 - e. Motivational Interviewing, Advancing the Practice.
 - f. The ASAM Criteria, 2013.
2. Exceptions. The following exceptions apply to the training requirements under subsection (1) above:
- a. The Grantee's administrator may complete written justification that staff who have comparable training and education are not required to complete Introduction to Substance Use Disorders or Screening & Assessment. A Grantee administrator who is a case management supervisor may submit a written request to the Department to be exempt from any of the training courses.
 - b. Staff who do not perform screenings and LOCA assessments are not required to complete Screening & Assessment.
 - c. Staff who are not supervisors and who were hired before July 1, 2020 are not required to complete Motivational Interviewing, Advancing the Practice.
 - d. Staff are not required to complete Introduction to Substance Use Disorders or Screening & Assessment if they have experience conducting screenings and assessments and have completed the training courses of Introduction to Substance Use Disorders, Substance Use Disorder Confidentiality, Case Management Overview, and Case Management Skills Training.
3. Training Certificates. The Grantee shall, and shall require its contracted case management service providers to, retain training certificates and make them available to the Department upon request.
4. Supervision.

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- a. The Grantee shall develop and follow written policies regarding supervision of staff who perform case management services.
- b. For new staff performing case management functions before receiving the training under subsections (1)(a) – (f) above, the Grantee shall require the case management supervisor to do the following until the staff has received all required training:
 - i. Provide close supervision that includes job shadowing, direct observation of LOCAs, and review of all written documentation.
 - ii. Document the close supervision activities.
- x. Treatment Provider Training. The Grantee shall ensure that all contracted treatment provider staff and their supervisors complete the following training courses offered by the Department within 12 months of hire:
 - a. Introduction to Substance Use Disorders.
 - b. Substance Use Disorder Confidentiality.
 - c. The ASAM Criteria, 2013.

5. Fiscal.

- a. Administrative Costs. The Grantee shall not budget or expend more than 20% of total funds under this agreement for administrative costs. The Grantee may use only State General Assistance funds and CPGT funds for administrative costs.
- b. County Match. A Grantee that is organized under a county government or joinder shall provide a 10% county match for General Assistance State funds. A Grantee that does not meet the match requirement shall remit payment to the Department in the amount of state funds not matched and the amount of state funds distributed but not expended.
- c. Fund Balances and Deficits.
 - i. The Grantee shall complete a fiscal report at the end of each SFY and return all unspent or unencumbered funds to the Department.
 - ii. The Grantee shall report all funding adjustments for a prior SFY in the Department's fiscal data system.

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- iii. The Grantee shall not use any funds under this agreement to cover deficits for a specific or limited term project.
- d. Encumbrances. The Grantee shall not encumber funds for purchases in the next SFY unless it is necessary to establish a reserve or encumbrance to pay an ending expense for a funding period.
- e. Fixed Asset Management.
 - i. The Grantee shall, and shall require its contracted providers to, obtain prior written approval from the Department before using funds under this agreement to purchase fixed assets when the total cost in an SFY exceeds the lesser of \$40,000 or 2% of the Grantee's or its contractor's total annual budget of allocated funds.
 - ii. The Grantee shall, and shall require its contracted providers to, obtain prior written approval from the Department for capital improvements.
 - iii. The Grantee shall, and shall require its contracted providers to, include the following information for all requests for furniture and equipment:
 - 1. Items to be purchased.
 - 2. Estimated cost per item.
 - 3. Need and intended use.
 - 4. Funding source and cost allocation.
 - 5. SFY against which funds will be charged.
 - iv. The Grantee shall, and shall require its contracted providers to, obtain written approval from the Department before purchasing or trading a vehicle and to retain a record of vehicles purchased as a fixed asset record. The Department may request additional information before approving the transaction.
 - v. The Grantee shall, and shall require its contracted providers to, obtain written approval from the Department before using funds under this agreement for capital improvements or purchases. The Department may request additional information before approving the transaction.

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- vi. The Grantee shall, and shall require its contracted providers to, submit requests to purchase fixed assets by May 1 of the SFY of the requested purchase.
 - vii. The Grantee shall, and shall require its contracted providers to, buy fixed assets after competitive bidding and at the lowest practical cost. The Grantee shall, and shall require contracted providers to, obtain at least three quotes when purchasing fixed assets with a unit cost of less than \$10,000 and shall obtain at least three formal bids per item when purchasing fixed assets with a unit cost of \$10,000 or greater.
 - viii. The Grantee shall, and shall require its contracted providers to, maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation, and insurance of all fixed assets purchased with funds under this agreement.
 - ix. The Grantee shall, and shall require its contracted providers to, have a control system that includes insurance coverage and that ensures adequate safeguards to prevent loss, damage, or theft of all fixed assets. The Grantee shall investigate and document any loss, damage, or theft of a fixed asset.
 - x. The Grantee shall record the purchase of fixed assets with a purchase price of \$10,000 or more per item on a form that the Department provides.
 - xi. The Grantee shall obtain prior written approval from the Department before selling, lending, donating, or disposing of fixed assets purchased with funds under this agreement.
 - xii. The Grantee shall, and shall require its contracted providers to, maintain an inventory list of fixed assets purchased with funds under this agreement.
- f. Cost Allocation.
- i. The Grantee shall use a documented, justifiable, and consistent system to allocate expenses that are necessary and reasonable for the operation of its SUD and gambling treatment programs and services.
 - ii. The Grantee shall maintain a written cost allocation plan and make it available to the Department upon request. The Grantee shall update the plan at least annually to include changes to funding levels, personnel staffing, organizational structure, and use of funds under this agreement.
 - iii. The Grantee shall, and shall require its contracted providers to, use the plan when combining funds under this agreement with other funds.

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- g. Supplantation. The Grantee shall not use funds under this agreement to replace or supplant state or local funds for existing services.

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EXHIBIT B

Budget

State Fiscal Year 2025-26

LANCASTER COUNTY

STATE FUNDS

State General Assistance Base Allocation.....	\$ 487,356.00	
Total State Appropriation 11-029 Funds.....		\$ 487,356.00

STATE FUNDS

State Gaming Fund - Drug & Alcohol Treatment Services.....	\$ 52,554.00	
Total State Appropriation 29-382 Funds		\$ 52,554.00

STATE FUNDS

State Compulsive & Problem Gambling Treatment.....	\$ 53,570.00	
Total State Appropriation 26-387 Funds.....		\$ 53,570.00

STATE FUNDS

The State Store Fund	\$ 29,075.00	
Total State Appropriation 20-381 Funds.....		\$ 29,075.00

FEDERAL FUNDS - CFDA #93.959

Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS):		
Total SUPTRS Prevention.....	\$ 166,173.00	
Total SUPTRS Intervention/Treatment.....	\$ 524,848.50	
Total Federal Appropriation 70-963 Funds.....		\$ 691,021.50

FEDERAL FUNDS - CFDA #93.788

State Opioid Response (SOR) IV Grant:		
SOR IV Year 2 - Prevention.....	\$ 115,500.00	
SOR IV Year 2 - Treatment.....	\$ 1,239,970.00	
Total Federal Appropriation 71-084 Funds.....		\$ 1,355,470.00

GRAND TOTAL ALL FUNDS.....		\$ 2,669,046.50
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BREAKDOWN OF SUPTRS FUNDS
 State Fiscal Year 2025-26

LANCASTER COUNTY

Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS):.....		\$ 610,496.00
SUPTRS Prevention.....	\$ 166,173.00	
SUPTRS Intervention/Treatment.....	\$ 444,323.00	
Pregnant Women/Women with Children (PWWWC).....		\$ 80,525.50
SUPTRS Intervention/Treatment.....	\$ 80,525.50	
TOTAL SUPTRS FUNDS.....		\$ 691,021.50

EXHIBIT C

Department-Specific Terms and Conditions

1. General.

- a. Definitions. Capitalized terms used in these department-specific terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.
- b. Confidentiality, Privacy, and Security.
 - i. The Grantee shall protect the confidentiality and privacy of all persons currently or formerly screened for, assessed for, diagnosed with, counseled for, treated for, or rehabilitated for substance use disorder (“SUD”). The Grantee shall not disclose the names, identities, records, or other information except as permitted by federal and state law.
 - ii. The Grantee shall store all paper copies of individuals’ information and records in locked cabinets.
 - iii. Ensure that all employees sign a statement by which they (a) agree to keep confidential all information they acquire through their employment duties and (b) acknowledge that, in the event of a breach of confidentiality, they will be subject to disciplinary action for a breach of confidentiality.
 - iv. The Grantee shall comply with federal and state statutory and regulatory confidentiality, privacy, and security requirements, including the Public Health Service Act, 42 U.S.C. §§ 290dd-2, 290dd-3, and 290ee-3; Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2; Pennsylvania Drug and Alcohol Abuse Control Act, 71 P.S. § 1690.108; Mental Health Procedures Act, 50 P.S. § 7111; 55 Pa. Code §§ 5100.31-5100.39; Juvenile Act, 42 Pa. C.S. § 6352.1; Disease, Prevention, and Control Law of 1955, 35 P.S. § 521.15; Confidentiality of HIV-Related Information Act, 35 P.S. §§ 7601-7612; and Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164.
 - v. The Grantee shall include the provisions in this section 1(b) in all contracts using funds under this agreement.
- c. Statistical Information. The Grantee shall collect and maintain statistical information and records regarding its work under this agreement as directed by the Department and on the forms provided by the Department.
- d. Media Content. The Grantee shall not release any audio, video, digital, or written content relating to this agreement to the media or to the public without the prior written approval of the Department. For purposes of this agreement, “audio, video, digital, or written content” includes notices, informational pamphlets, press releases, research reports, brochures, manuals, labels, newsletters, artwork, and print advertisements.
- e. Copyright. The Grantee may copyright material and data created with funds under this agreement only upon prior written approval of the Department. The Department will retain a royalty-free, non-

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exclusive, transferable, and irrevocable license and authority to publish, translate, reproduce, deliver, perform, or dispose of all materials and data created with funds under this agreement.

- f. Waiver Request.
- i. Grantee Request. The Grantee may request a waiver of any provision of this agreement by submitting a written request to the Department. The Grantee shall submit a waiver request at least 45 calendar days before the requested effective date. A waiver request must be signed by the person who signs this agreement or their successor. A waiver request must identify:
 1. The specific provision of this agreement to be waived.
 2. The specific reason for the waiver.
 3. The extent, nature, and duration of the waiver.
 4. The method for the Grantee to meet the objectives of the provision to be waived.
 - ii. Department Response. The Department may ask the Grantee to submit additional information to support a waiver request. The Department shall provide a written approval or denial of all waiver requests to the Grantee.
- g. Conflict of Interest. The Grantee shall not make any contract for prevention, intervention, treatment, case management, recovery support, or treatment-related services with:
 - i. An elected or appointed county official or a member of their immediate family.
 - ii. A member of its governing body, board of directors, or advisory board; or a member of their immediate family.
 - iii. An employee of the Grantee or a member of their immediate family.
 - iv. A company, corporation, or any organization in which any person listed in subsections (i) through (iii) above is employed; has a contract or agreement to provide services or materials, supplies, equipment, land, or other personal or real property; or has more than 5% ownership interest, including aggregate ownership by immediate family members.
- h. Prohibition Against Referral Fees or Fee-Splitting. No employee, board member, or representative of the Grantee or its contracted providers, either personally or through an agent, shall solicit the referral of clients to any facility in a manner that offers or implies an offer of pecuniary benefit to persons referring clients. The Grantee shall not permit any person or entity employed or contracted by the Grantee to refer clients for services in order to receive payment or other inducement for a referral.
- i. Reporting.
- i. The Grantee shall submit reports in accordance with a schedule that the Department sets annually, unless the Grantee has received written approval from the Department to submit reports on a different schedule.
 - ii. The Grantee shall submit additional reports for expenditures of federal funds that include the data elements and in accordance with the schedule that the Department sets annually.

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- iii. To request an extension of a reporting deadline, the Grantee shall submit a written request to the Department at least five business days before the deadline.

2. Operations.

a. Personnel.

- i. Compensation Plan. The Grantee shall have a compensation plan for all employees and make it available to the Department upon request. The compensation plan must include a salary chart and schedule that identifies all classifications and salary ranges, benefits, and cost of living adjustments. The plan must be approved by the Grantee's governing board. The Grantee may use funds under this agreement only for employee salaries and benefits up to the maximum level established by the Commonwealth's Office of Administration for the position classification. The Grantee may not use funds under this agreement for any one-time payment to employees for any reason, including performance or merit.
- ii. Compensation Requirements.
 - 1. Before using funds under this agreement, the Grantee shall submit to the Department a written request for approval of all compensation that would be in addition to an employee's base salary and benefits.
 - 2. For employees working for more than one program, the Grantee shall prorate salaries and benefits between the programs.
 - 3. For employees whose activities are charged to more than one funding source, the Grantee shall pay salaries and benefits in accordance with the Grantee's cost allocation plan.
- iii. Job Description. The Grantee shall have a job description for each employee that contains the employee's name, job title, work hours, job duties, and specific responsibilities. If the Grantee uses a merit system separate from the State Civil Service Commission, it shall provide to the Department a document that crosswalks the job title for each position providing administrative, fiscal, technical, clerical, and program responsibilities with the related State Civil Service Commission classification.
- iv. Personnel Policies and Procedures. The Grantee shall maintain written policies and procedures for leave usage, holidays, retirement, employee benefits, annual performance evaluations, and operating procedures. The policies and procedures must be available to all employees at each work location.
- v. Organizational Chart. The Grantee shall maintain an organizational chart of all employment positions, including those funded by sources other than those under this agreement, and make it available to the Department upon request.

b. Fee for Service Treatment Rate Setting Process.

- i. The Grantee shall use a process provided by the Department to determine the fee for service rate for inpatient levels of care for treatment providers located within its catchment area that contract with the Grantee.

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- ii. The Grantee shall negotiate rates for outpatient, intensive outpatient, and partial hospitalization treatment providers located within its catchment area based on a budget that specifies the costs for the delivery of services, including staffing costs, operating costs, and the cost of fixed assets. The Grantee shall make the budget available to the Department upon request.
- c. Types of Contracts.
- i. The Grantee shall use fee for service contracts for treatment services, except the Grantee may use cost reimbursement contracts for:
 - 1. Startup programming on a limited term not to exceed 12 months, upon written approval by the Department. The Grantee shall not pay a contractor before the contractor delivers services.
 - 2. Treatment services provided in a jail setting.
 - 3. Treatment services for family members of individuals with SUD.
 - ii. No later than 90 calendar days after the end of the SFY, the Grantee shall provide all contracted providers that it pays on a fee for service basis with an itemization of federal and state funds that identifies federal funding sources by the Assistance Listing Number (“ALN”) issued by the United States General Services Administration.
 - iii. The Grantee shall require a contractor that subcontracts for prevention, intervention, treatment, or treatment-related services on a fee for service basis to provide the Grantee no later than 60 calendar days after the end of the Grantee’s fiscal year with an itemization of federal and state funds used, including the ALN for federal funds.
- d. Contract Terms.
- i. Content Requirements for All Contracts. The Grantee shall include in all contracts, and shall require contractors to include in their subcontracts, the following terms:
 - 1. A statement requiring compliance with this agreement.
 - 2. A statement requiring submission of timely, accurate, and complete reports according to a schedule provided by the Department.
 - 3. The terms and conditions regarding travel, lodging, and subsistence rates as reflected in the most recent version of the Commonwealth Management Directive 230.10, Commonwealth Travel Policy.
 - 4. A statement requiring the contractor to make any service or office site, all information and documents obtained pursuant to services under this agreement or under agreement with the Grantee, and all necessary staff available to the Department and the Grantee immediately upon request.
 - 5. A statement prohibiting the contractor and its employees, board members, or representatives, either personally or through an agent, from soliciting the referral of clients to any facility in a manner that offers or implies an offer of rebate to persons

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referring clients, from entering a fee-splitting inducement or arrangement, and from accepting payment or other inducement for the referral of a client.

6. A statement requiring the contractor to provide culturally and linguistically appropriate services that are respectful of and responsive to individual cultural and linguistic needs, cultural health beliefs and practices, preferred languages, health literacy levels, and other communication needs.
 7. A statement prohibiting the contractor from providing individuals with drug paraphernalia, including hypodermic needles or syringes, in violation of the Controlled Substance, Drug Device and Cosmetic Act, 35 P.S. § 780-113(a)(33).
 8. A statement requiring the contractor to make services available to individuals who receive United States Food and Drug Administration-approved medication for opioid use disorder.
 9. A statement requiring the contractor to comply with sections 3 (Nondiscrimination/Sexual Harassment) and 6 (Americans With Disabilities Act) of Exhibit D (Commonwealth Standard Terms and Conditions – Grant Version (Rev. 10/2023)).
- ii. Content Requirements for Fee for Service Contracts. The Grantee shall include the following terms in all fee for service contracts and shall require contractors to include them in all subcontracts:
1. Names of the parties.
 2. The term of the contract.
 3. The type of service to be delivered.
 4. A definition for a unit of service.
 5. The rate of payment per unit of service.
 6. For treatment activities, the populations to be served, such as adult, adolescent, pregnant women, or persons who inject drugs.
 7. Other evaluation and quality deliverables identified by the Department.
 8. The maximum amount of the contract.
- iii. Content Requirements for Cost Reimbursement Contracts. The Grantee shall include the following terms in all cost reimbursement contracts and shall require contractors to include them in all subcontracts:
1. Names of the parties.
 2. The term of the contract.
 3. The type of service to be delivered.
 4. For treatment activities, the populations to be served, such as adult, adolescent,

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- pregnant women, or persons who inject drugs.
5. The cost of services identified by:
 - a. Percentage of federal and state funds.
 - b. Amount of federal and state funds.
 - c. Specific services funded by federal and state funds.
 6. A work statement that includes:
 - a. A precise statement of objectives stating what the Grantee expects to gain or accomplish through the contract.
 - b. Measurable deliverables that contain:
 - i. The estimated number of participants to be served.
 - ii. The estimated number of units of service to be provided.
 - iii. The timeframe for completion of each deliverable.
 - iv. Other evaluation and quality deliverables specified by the Department.
 7. A budget that specifies staffing, operating, and fixed asset costs for the delivery of services.
 8. A description of the mechanism used by the Grantee to ensure that the full amount of the contract is not paid until all deliverables have been completed.
- e. Payments to Contracted Providers. Before paying a contracted provider, the Grantee shall receive and review each invoice from the contracted provider that specifies the services provided and the total cost. The Grantee shall exhaust all available sources of revenue and income before using funds under this agreement.
- i. The Grantee shall not make payment to a contracted service provider in advance of the delivery of services.
 - ii. The Grantee shall maintain internal controls to ensure that payments are being made in accordance with this agreement and generally accepted accounting principles.
- f. Grantee Monitoring.
- i. The Department will monitor the Grantee's compliance with this agreement through onsite visits, remote communications, and review of records.
 - ii. The Grantee shall provide information, including policies, procedures, fiscal and programmatic data, and contract documents, as requested by the Department. The Grantee shall review all documents for accuracy before providing them to the Department.
 - iii. The Grantee shall submit a corrective action plan to address any deficiencies identified during the monitoring process as directed by the Department.

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- iv. The Department may withhold or suspend payments until the Grantee has corrected all deficiencies. The Grantee shall continue to provide all services required under this agreement using other sources of funds.
- g. Contracted Provider Monitoring.
 - i. The Grantee shall monitor the administrative, fiscal, and programmatic performance of its contracted service providers and their subcontractors to identify deficiencies according to a schedule and using the tools and instructions issued by provided by the Department.
 - ii. The Grantee shall monitor all contracted services provided on behalf of any SCA that contracts with the provider, even if the provider is not performing those services under contract with the Grantee.
 - iii. The Grantee shall require contractors and subcontractors to submit a corrective action plan for any deficiencies identified during monitoring.
 - 1. The Grantee shall review the corrective action plan to determine compliance with requirements under this agreement and applicable law.
 - 2. The Grantee shall have a process to sanction a contractor or subcontractor that fails to submit or implement a corrective action plan.
 - iv. The Grantee shall maintain all documentation related to the monitoring of each contractor and subcontractor, including monitoring tools and corrective action.
 - v. The Grantee shall complete and submit to the Department a summary report for each contractor or subcontractor that it monitors. Upon a request, the Department will make the report available to all other SCAs that contract with the entity.
- h. Contract Data Entry. The Grantee shall enter information into the Department's data system for all contracts and subcontracts for the administration and the provision of SUD prevention, intervention, treatment, and treatment-related services, regardless of the funding source.
- i. Fiscal Reporting. The Grantee shall report all fiscal data by entering the following data into the Department's data system in accordance with a schedule provided by the Department:
 - i. Expenditure data for each contracted provider by location and activity.
 - ii. The Grantee's administrative and program costs.
 - iii. The Grantee's revenue.

3. Prevention.

- a. Data System.
 - i. The Grantee shall plan, monitor, and evaluate prevention service delivery using data in the Department's data system.
 - ii. The Grantee shall notify the Department of newly contracted prevention providers that need access to the data system.

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- iii. The Grantee shall enter all data for prevention services that the Grantee funds into the data system.
 - iv. The Grantee shall enter its prevention action plan into the data system by June 1 for the following SFY.
 - v. The Grantee shall enter at least 70% of prevention service data into the data system no later than two weeks after the date the service was delivered or maintain a 70% yearly average.
 - vi. On a monthly basis, the Grantee shall monitor data entered by staff and contracted providers to assess accuracy, completeness, and whether services were delivered as expected.
 - vii. The Grantee shall not pay a contracted provider for services until the Grantee has confirmed that the contracted provider's data entry is complete and accurate.
 - viii. The Grantee shall enter all service data for the prior SFY into the data system by July 31.
- b. Staffing Qualifications. The Grantee shall ensure that:
- i. Staff employed by a county government entity that participates in the State Civil Service System who deliver prevention services meet the minimum education and training ("MET") requirements established by the State Civil Service Commission for one of the following classifications:
 - 1. Drug and Alcohol Prevention Program Specialist Trainee.
 - 2. Drug and Alcohol Prevention Program Specialist.
 - 3. Drug and Alcohol Prevention Specialist.
 - ii. Staff employed by a county government entity that participates in the State Civil Service System who supervise other staff who deliver prevention services meet the MET requirements established by the State Civil Service Commission for a Drug and Alcohol Prevention Program Supervisor.

4. Case Management and Clinical Services.

- a. Case Management Data System and Records.
- i. The Grantee shall, and shall require its contracted providers to, complete the following components in the Department's data system, no later than seven calendar days after the date of service, for every individual receiving case management services, including a level of care assessment ("LOCA"):
 - 1. Client profile that includes demographic information.
 - 2. Intake information, including the individual's substance use and treatment history.
 - 3. A screening tool to identify emergent care issues.
 - 4. A placement summary sheet that indicates the individual's level of care.
 - 5. A list of the programs and services where the individual is enrolled.

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6. The reason for an individual's discharge from case management services.
 7. Documentation of interim services.
 8. Case management notes that include admission and discharge notes describing the nature and extent of each contact with the individual. The notes must include the following:
 - a. Information gathered about the individual during the contact.
 - b. Analysis of the information for the purpose of identifying the individual's treatment and treatment-related needs.
 - c. Action planned to meet the individual's treatment and treatment-related needs.
 - d. Case manager's signature or initials and date.
- ii. On a schedule set by the Department, the Grantee shall complete the Unified Performance Reporting Tool from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA"), known as the SUPRT, or its successor, for at least 80% of individuals whose treatment or treatment-related services are funded with federal SOR funds.
 - iii. The Grantee shall, and shall require its contracted providers to, include the following information in an individual's file:
 1. Signed and dated consents to release information.
 2. LOCA.
 3. Signed and dated acknowledgement of the receipt of grievance and appeal policy.
 4. Liability forms.
 5. Case management service plan.
- b. Staffing Qualifications.
- i. The Grantee shall require that staff who deliver case management services meet the MET requirements established by the State Civil Service Commission for one of the following classifications:
 1. Drug and Alcohol Case Management Specialist.
 2. Drug and Alcohol Case Management Specialist Trainee.
 3. Drug and Alcohol Treatment Specialist.
 4. Drug and Alcohol Treatment Specialist Trainee.
 - ii. The Grantee shall require that staff who supervise other staff who deliver case management services meet the MET requirements established by the State Civil Service Commission for the Case Management Supervisor or Treatment Specialist Supervisor.

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- iii. The Grantee shall ensure that contracted provider staff who deliver case management services meet the MET requirements for the classifications in subsection (i) above, the qualifications for a counselor set forth at 28 Pa. Code § 704.7, or the qualifications of a counselor assistant set forth at 28 Pa. Code § 704.8.
- iv. The Grantee shall ensure that contracted provider staff who supervise other staff who provide case management services meet the MET requirements for the supervisory classifications in subsection (ii) above, the qualifications for a clinical supervisor set forth at 28 Pa. Code § 704.6, or the qualifications of a lead counselor set forth at 28 Pa. Code §§ 704.6(d), 704.11(f)(3).
- v. The Grantee shall, and shall require its contracted service providers to, ensure that staff who perform LOCAs or continued stay reviews and who were hired for their current position by their current employer on or after July 1, 2021 either have a clinical license or are working toward a clinical license or have or are working toward one of the following case management credentials:
 1. Commission on Case Management Certification.
 2. Breining Institute – Certified Case Manager Interventionist.
 3. America Case Manager Association – Accredited Case Manager.
 4. National Association of Social Workers – Certified Social Work Case Manager.
 5. Pennsylvania Certification Board – Community Health Worker or Certified Allied Addiction Practitioner.

c. Grievance Process.

- i. The Grantee shall have an expeditious, accessible, fair, and uniform grievance process for individuals who disagree with or allege one of the following:
 1. Denial or termination of services.
 2. LOCA determination.
 3. Length of stay in treatment.
 4. Violation of the individual's human or civil rights.
- ii. The Grantee shall maintain the current level of treatment services and funding pending resolution of a grievance.
- iii. The Grantee shall provide a two-stage grievance process, during which it shall not provide to the Department any information identifying the person submitting the grievance.
 1. First Stage. The Grantee shall identify a panel of its staff to render a decision upon the individual's grievance and to document the decision in writing. Panel members must not have been directly involved in the circumstances underlying the grievance. The Grantee shall provide a copy of the panel's written decision to the individual and the Department no later than seven calendar days after its receipt of the grievance.

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2. Second Stage. An individual who does not agree with the panel's decision in the first stage may submit a written request for a second stage grievance review within ten calendar days of the date of the written decision. The Grantee shall provide an independent panel or review board consisting of an odd number of members that is not less than three who have no financial, occupational, or contractual arrangements with the Grantee. Commonwealth staff, county executives, county commissioners, and the Grantee's board members may not serve on the panel or board. The panel or board must issue to the Grantee a written decision no later than seven calendar days after the Grantee's receipt of the grievance. The written decision must identify the members of the panel or board. The Grantee shall provide a copy of the panel or board's written decision to the individual and the Department no later than seven calendar days after its receipt of the written decision.
- iv. The Grantee shall provide all individuals who receive a LOCA, and shall obtain from each individual a written acknowledgement of their receipt of, the following:
 1. The Grantee's grievance policy.
 2. The requirement that the individual consent to disclosure of confidential information relating to the grievance to the panel or board in subsection (iii) above for the purpose of resolving the grievance.
 3. The individual's right to access all documentation pertaining to the resolution of the grievance as permitted by state and federal confidentiality requirements.
 4. The individual's right to be involved in the process and to have, at each stage of the grievance, representation by means of an advocate, case manager, or any other person whom the individual chooses.
 5. The individual's right to funding for continuity of service at current levels throughout the grievance process, unless the individual agrees otherwise.
- d. Confidentiality of Case Management Information.
 - i. The Grantee shall, and shall require its contracted providers to, obtain from all staff who perform or supervise treatment and treatment-related services written acknowledgement that they understand state and federal confidentiality requirements.
 - ii. The Grantee shall, and shall require its contracted providers to, obtain from all staff who do not directly perform or supervise services a written statement certifying that they will keep all information acquired through their employment confidential and that they understand that disciplinary action will be taken for a breach of confidentiality.
- e. Recovery Support Services. The Grantee may use funds under this agreement for:
 - i. Mentoring programs in which individuals who are newer to recovery are paired with recovery specialists to provide support and advice on an individual basis and to assist with issues potentially impacting recovery.
 - ii. Training and education programs in a group setting that use a structured curriculum relating to addiction, recovery, life skills, job skills, health, and wellness.

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- iii. Family programs that use a structured curriculum and provide resources and information needed to help families and significant others who are impacted by an individual's SUD.
 - iv. Telephonic recovery support or recovery check-ups to individuals who could benefit from a weekly call to remain engaged in the recovery process and to help maintain their commitment to recovery.
 - v. Recovery planning to assist an individual with managing their recovery.
 - vi. Support groups for recovering individuals and their families that are focused on a population such as human immunodeficiency virus or AIDS, veterans, youth, or bereavement.
 - vii. Recovery housing.
 - viii. Recovery centers where support services are designed for, tailored to, and delivered by individuals from local recovery communities.
- f. Contingency Management.
- i. The Grantee, and its contracted providers, may use funds under this agreement for contingency management strategies that provide material incentives and rewards to individuals to encourage their participation in treatment and recovery.
 - ii. The Grantee shall, and shall require its contracted providers to, develop written contingency management policies and procedures that include:
 - 1. Target behavior.
 - 2. Choice of target population.
 - 3. Choice of reinforcer or reward.
 - 4. Incentive magnitude and strength of reward.
 - 5. Frequency of incentive distribution.
 - 6. Timing of incentive.
 - 7. Duration of intervention.
 - 8. How to describe contingency management to eligible individuals.
 - 9. Protocols to ensure continued compliance with evidence-based principles.
 - 10. Tracking individual outcomes.
 - 11. Testing methods and protocols for targeted SUD and other behaviors.
 - 12. Allowable incentives, including selection, storage, distribution, and timing of incentives.
 - 13. Documentation and tracking of incentives.
 - 14. Roles and responsibilities of staff implementing contingency management activities.

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15. Techniques for staff supervisors to provide ongoing oversight and coaching.
 - iii. The value and type of each incentive or reward may not exceed federal limits.
 - iv. The Grantee shall, and shall require its contracted providers to, complete training by a Department-approved contingency management trainer before using funds under this agreement for contingency management.
 - v. The Grantee shall, and shall require its contracted providers to, maintain documentation of contingency management training.
 - vi. The Grantee shall, and shall require its contracted providers to, have internal controls for gift cards used for contingency management that include:
 1. Custody.
 2. Numbering and Security.
 3. Disbursement Procedures and Audit Logs.
 4. Lost cards.
 5. Reconciliation.
 - vii. The Grantee shall monitor, on an annual basis, providers that use funds under this agreement for contingency management.
- g. Miscellaneous.
- i. The Grantee shall not require individuals or a specific population to participate in additional or any other ancillary services to receive a specific level of care or type of service.
 - ii. The Grantee shall, and shall require its contracted providers to, obtain written acknowledgements of updates to policies and procedures from all staff and make them available to the Department upon request.
 - iii. The Grantee shall monitor contracted treatment providers to ensure they input Treatment Episodic Data Set (“TEDS”) data into the Department’s data system no later than seven calendar days after the date of occurrence. The Grantee shall require corrective action by any contracted provider that fails to comply and shall immediately inform the Department of the non-compliance when it requires corrective action.
 - iv. The Grantee shall, and shall require contracted providers to, complete TEDS data entry in the Department’s data system for at least 80% of individuals.

5. Fiscal.

- a. Funding Sources. This agreement is funded in part by grant monies from SAMHSA. Under Commonwealth Management Directive 305.21, Payments to Local Governments and Other Subrecipients, the Department identifies the funding sources it provides to Grantee as follows:

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Fund	Amount	Assistance Listing Numbers	Source	Program Title
State 11-029	\$487,356.00	N/A	PA Department of Drug and Alcohol Programs	Assistance to Drug and Alcohol Programs
State 26-387	\$53,570.00	N/A	State Gaming Fund	Compulsive and Problem Gambling Treatment Fund
State 29-382	\$52,554.00	N/A	State Gaming Fund	Drug and Alcohol Treatment Services
State 20-381	\$29,075.00	N/A	The State Stores Fund	Treatment of Alcohol Use Disorder and Other Substance Use Disorders
Federal 70-963	\$691,021.50	93.959	DHHS/SAMHSA	Substance Use Prevention, Treatment, and Recovery Services Block Grant ("SUPTRS")
Federal 71-084	\$1,355,470.00	93.788	DHHS/SAMHSA	State Opioid Response ("SOR") Grant

In accordance with Commonwealth Management Directive 305.21, the Grantee shall comply with the Federal Funding Accountability and Transparency Act ("FFATA") subrecipient agreement requirements and shall submit to the Department an FFATA subrecipient data sheet.

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b. Specific Funding Allocations.

- i. State General Assistance Funds. The Grantee shall use State General Assistance funds under state appropriation 11-029 for administrative functions and the provision of prevention, intervention, treatment/treatment-related, and recovery services.
- ii. State Gaming Fund – Drug and Alcohol Treatment Services. The Grantee shall use Drug and Alcohol Treatment funds under state appropriation 29-382 for:
 1. SUD assessments, including assessments associated with or related to compulsive and problem gambling.
 2. SUD treatment in licensed nonhospital residential detoxification facilities, nonhospital residential rehabilitation facilities, and halfway houses licensed by the Department to provide treatment services.
- iii. Compulsive and Problem Gambling Treatment Funds.
 1. The Grantee shall use Compulsive and Problem Gambling Treatment (“CPGT”) funds under state appropriation 26-387 for prevention and outreach services approved by the Department.
 2. The Grantee may use CPGT funds for:
 - a. Problem gambling training, including travel to and hosting training.
 - b. Membership costs associated with Council on Compulsive Gambling of Pennsylvania and National Council Problem Gambling.
 - c. Participation in trainings, conferences, or other professional development opportunities that include content on problem gambling or gaming or content applicable to general prevention knowledge or skill development.
 3. The Grantee shall not use CPGT funds for training and travel costs associated with case consultation and supervision for certification as an International Certified Gambling Counselor.
- iv. Substance Use Prevention, Treatment, and Recovery Services Block Grant Funds.
 1. The Grantee shall use Substance Use Prevention, Treatment, and Recovery Services (“SUPTRS”) block grant funds under federal appropriation 70-963 to plan, carry out, and evaluate activities for SUD prevention, treatment, and recovery.
 2. The Grantee shall not expend SUPTRS funds allocated for intervention or treatment on Student Assistance Program (“SAP”) prevention services.
 3. The Grantee shall, and shall require its contracted providers to, cooperate with the Commonwealth to enable it to comply with any reporting, audit, or fiscal requirements imposed by SAMHSA under 42 U.S.C. § 300x-52.
 4. The Grantee shall, and shall require contracted providers to, cooperate in any investigation by the federal government under 42 U.S.C. § 300x-55(g) and make

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available for examination and copying by the Commonwealth, the United States Department of Health and Human Services, or the Comptroller General of the United States the documentary records specified in 42 U.S.C. § 300x-55(g)(2).

- v. Pregnant Women and Women With Children Funds.
1. The Grantee shall use Pregnant Women and Women With Children (“PWWWC”) treatment SUPTRS block grant funds under federal appropriation 70-963 for treatment to provide a continuum of care; to provide or facilitate ancillary services such as shelter, health services, case management services, and day care; and to promote the holistic wellness of pregnant women and women with children.
 2. The Grantee may only use PWWWC funds for women who have custody or are in the process of regaining custody of their children.
 3. The Grantee shall report PWWWC expenditures from all funding sources in addition to funds under this agreement.
- vi. State Opioid Response Grant for Prevention Services Funds. The Grantee shall use State Opioid Response (“SOR”) prevention funds under federal appropriation 71-084 for the following opioid prevention and intervention services:
1. Tools and related resources that collect, compile, and analyze tests and surveys.
 2. Resources to support the completion of a prevention action plan.
 3. SAP team member training, SAP maintenance training, and SAP liaison services.
 4. Purchase of program curriculum and materials of evidence-based programs and related training.
 5. Implementation of evidence-based and evidence-informed programs to prevent opioid and stimulant use and misuse.
 6. The Pennsylvania Youth Survey, which collects information on substance use and gambling among students.
 7. Provision of overdose reversal medication training.
 8. Other functions or services that the Department approves in writing.
- vii. State Opioid Response Grant for Treatment Services Funds. The Grantee shall use SOR treatment funds under federal appropriation 71-084 for the following services that address opioid use disorder (“OUD”):
1. Treatment-related and recovery services that include medication for OUD (“MOUD”) and the general continuum of care for uninsured and underinsured individuals who have OUD and their family members.
 2. Development and expansion of the workforce for the delivery of OUD services.
 3. Other services that the Department approves in writing.

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- viii. The State Stores Fund. The Grantee shall use funds from The State Stores Fund under state appropriation 20-381 for the following services:
1. Treatment and recovery of persons who have alcohol use disorder (“AUD”).
 2. Promotion of education, prevention, and early intervention programs designed to address or secure appropriate treatment for AUD or SUD.
 3. Study of AUD and SUD.
- c. Disbursement of Grant Award.
- i. Invoices.
 1. Invoice for Service Reimbursement. The Grantee shall submit a monthly service reimbursement invoice no later than 30 calendar days after the last day of the month when the work was performed.
 2. Invoice for Cash Advance. To request a cash advance, the Grantee shall submit a monthly cash advance invoice no earlier than 15 calendar days before the first day of the month for which it is requesting the funds.
 3. Final Invoice. The Grantee shall submit a final invoice no later than 45 calendar days after the expiration or termination of this agreement.
 4. The Grantee shall submit all service reimbursement invoices in the format in Attachment 1 to this exhibit.
 5. The Grantee shall submit each invoice and its accompanying cost documentation separately.
 6. The Department will process an invoice for a cash advance request no earlier than 15 calendar days before the last day of the month for which the Grantee requested the funds.
 7. The Grantee shall submit invoices by email.
 8. The Department may grant an extension of the time to submit an invoice or supporting documentation upon a showing of good cause by the Grantee. The Department will not grant an extension under any of the following circumstances:
 - a. State or federal funds are no longer available.
 - b. An extension would prevent or impede the Department’s ability to comply with reporting deadlines.
 - c. The Grantee previously failed to meet submission deadlines.
 9. Before approving any payment, the Department may ask the Grantee to submit supporting documentation showing that the expenditures are in accordance with this agreement.

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10. Before the Commonwealth disburses funds, the Grantee must provide a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”) that includes a valid taxpayer identification number. When Grantee’s name, address, and other vendor data exist in the Commonwealth master database, the Grantee must provide the W-9 to the Office of Comptroller Operations. Otherwise, the Grantee must provide the W-9 to the Department.

11. The Department may withhold the last 20% of payment due until the Department has determined that all work and services required under this agreement have been performed and delivered in a manner acceptable to the Department.

d. Revenues and Expenditures.

i. Classification of Revenue and Expenditures.

1. The Grantee shall, and shall require its contracted providers to, use the categories of revenues and expenditures provided by the Department or maintain a written list that matches its categories with those provided by the Department.

2. The Grantee shall seek approval from the Department before using funds under this agreement for expenditures that are not included in the list in paragraph 1 above.

ii. Operating Expenses. The Grantee shall maintain invoices, canceled checks, contracts, or other documentation of operating expenses.

1. For costs relating to travel, lodging, and subsistence, the Grantee shall comply with Commonwealth Manual 230.1, Commonwealth Travel Procedures Manual, except when one of the following applies:

a. Lodging rates in Commonwealth Manual 230.1 are not available to the Grantee. The Grantee shall accept the lowest price available through three telephone bids.

b. Prevailing county travel policies provide for reimbursement of travel, lodging, and subsistence costs at a lower rate than Commonwealth Manual 230.1. The Grantee shall use the lower rate.

c. Prevailing collective bargaining unit policies provide for reimbursement at a different rate than Commonwealth Manual 230.1. The Grantee shall use the terms of the bargaining unit.

d. The hotel is the site of the conference or training event. The Grantee shall use the reimbursement rate for lodging costs incurred for attendance at the event.

2. The Grantee shall ensure that a designated executive, official, or supervisor reviews and approves all travel reimbursements.

3. The Grantee shall maintain for auditing purposes copies of all authorized travel expense reports. Expense reports must include:

a. Employee signature.

b. Purpose of travel.

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- c. Departure and destination points.
 - d. Actual miles traveled each day.
 - e. Expenses incurred.
 4. The Grantee shall maintain current and accurate client transportation records.
 5. The Grantee shall create and maintain an indirect cost list and make it available to the Department upon request.
- iii. Provider Revenue and Income. The Grantee shall maintain a list of all revenue received and earned by each contracted provider and make it available to the Department upon request.
- e. Client Liability for SUD Treatment Services.
 - i. General Provisions.
 1. The Grantee shall determine if other forms of payment, such as public or private insurance, are available to individuals who are seeking support for SUD treatment services.
 2. The Grantee shall determine the potential financial responsibility to be applied to the individual.
 3. The Grantee may delegate client liability determinations to a contracted service provider for case management services or providers of SUD treatment services. In that event, the Grantee shall remain responsible for compliance with this section 5(e).
 4. The Grantee shall make available for review and audit by the Department the forms and documents relating to liability determination, billing, and collection processes.
 - ii. Liability Determinations.
 1. The Grantee shall, or shall require its contracted service provider to, make a liability determination on a form provided by the Department for each individual who receives SUD services paid for by funds under this agreement, except for the following service types:
 - a. Prevention services.
 - b. Intervention and overdose prevention services.
 - c. Case management services, except for court-ordered assessments for minors under 71 P.S. § 1690.112a(b)(2) or offenders under 75 Pa. C.S. § 3814.
 - d. Treatment services for withdrawal management services.
 - e. Treatment services in a correctional setting.
 - f. Treatment services to minors, except for court-ordered treatment services under 71 P.S. § 1690.112a(c) or (d).
 - g. Housing services.

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- v. Collection and Write-Off of Past Due Accounts.
 - 1. The Grantee shall develop and follow a policy for the collection of past due accounts that includes:
 - a. Payment plans.
 - b. Identification of past due accounts.
 - c. Collection process.
 - d. Conditions under which it will write off and will not collect a past due account.
 - e. Write-off approval process.
 - 2. The Grantee shall collect and record reimbursed write-offs of liability as miscellaneous income in the year received.
 - 3. The Grantee shall retain an annual summary of reimbursed write-offs of liability for review and audit by the Department.
- vi. Minimum Copays. The Grantee may establish written policies for minimum copays for each unit of service within a level of care.
- f. Fiscal Reporting.
 - i. The Grantee shall report all fiscal data into the Department's data system.
 - ii. The Grantee shall prepare and submit reports as directed by the Department for funds under this agreement from special initiatives or in accordance with legislative requirements.
- g. Audit Requirements for Fully State-Funded Programs.
 - i. General Audit Provisions.
 - 1. The Grantee shall secure the services of a certified public accountant or independent governmental auditor to conduct audits as directed by the Department or a federal agency.
 - 2. The Grantee shall return any questioned costs identified in audit reports, unless resolved to the satisfaction of the federal or state entity that provided the funds.
 - ii. Program Specific Audits.
 - 1. The Grantee shall have a program specific audit performed when it expends \$500,000 or more of Commonwealth funds under this agreement during the SFY, unless the Department has notified the Grantee in writing before the end of the applicable audit period that the Department has waived the audit requirement.
 - 2. An audit must comply with auditing standards generally accepted in the United States and in accordance with generally accepted government auditing standards issued by the United States Government Accountability Office. The audit must comply with the requirements of the laws and regulations governing the programs in which the Grantee

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participates and the terms of this agreement.

3. The Department shall not reimburse Grantee for the costs of program specific audits performed in accordance with this section unless the costs are specifically included in Exhibit B as audit expenses.
- iii. Program Specific Audit Reporting Requirements. The report for a program specific audit must include:
1. A separate statement of financial position or balance sheet for each grant included in the audit. Each statement of financial position must identify any unexpended or unused funds as of the end of the audit period.
 2. A separate statement of grant performance that covers the budget and reporting period and includes a comparison of budgeted to actual expenditures and services, for each grant included in the audit. Each statement of grant performance must reconcile expenditures and services to the applicable SFY.
 3. Notes to the financial statements, which must include:
 - a. Definition of the reporting entity.
 - b. Summary of significant accounting policies used to prepare the statements.
 4. Auditor's report on the financial statements and any additional statements that this agreement requires. The report must identify each grant included in an audit by its grant number.
 5. Auditor's report on internal control, including all references to grant requirements and Department audit guidance. The report must identify each grant included by its grant number. The report must describe the scope of internal control testing and the testing results and, for any recommendations, refer to the relevant parts of the schedule of findings and questioned costs in subsection (7) below.
 6. Auditor's report on compliance with laws, regulations, and the provisions of this agreement, the noncompliance of which could have a material effect on the financial statements. The report must identify each grant included by its grant number. The report must include any references to grant requirements and Department audit guidance.
 7. A schedule of findings and questioned costs that includes the Grantee's response to the auditor's findings, conclusions, and recommendations as well as all findings and questioned costs. The auditor's report must include the following as findings in this schedule:
 - a. Reportable conditions in internal control over state and federal funds under this agreement. The report must identify reportable conditions that are individually or cumulatively material weaknesses.
 - b. Material noncompliance with laws, regulations, and this agreement.

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- c. Specifically identified questioned costs, the total or best estimate of costs questioned, and the prevalence and consequences of the questioned costs.
 - d. Known fraud that has or could have a material effect on the financial statements.
 - 8. The status of uncorrected material findings and recommendations from prior audits that affect the current audit.
- iv. Corrective Action Plan for Program Specific Audit. At the completion of a program specific audit, the Grantee shall prepare a corrective action plan for each audit finding. The corrective action plan must include:
 - 1. The planned corrective actions.
 - 2. The names of individuals responsible for corrective actions.
 - 3. The anticipated completion dates for the corrective actions.
 - 4. A statement explaining any disagreement with audit findings.
- v. Management Letter. If the auditor for a program specific audit issues a letter to management disclosing nonreportable conditions or other matters that warrant the attention of management, the Grantee shall send a copy to the Department with the audit report.
- vi. Subcontractor or Sub-grantee Audit Requirements. If the Grantee issues a subcontract or a subgrant that meets the thresholds for a program specific audit under this section, the Grantee shall require the subcontractor or subgrantee to obtain audits in accordance with this section. The Grantee shall receive, review, and resolve the audits and findings. Provided that there are no audit exceptions or other claims or actions involving a subcontract or subgrant, the Grantee shall retain such audits for four years after the end of the subcontract or subgrant. Otherwise, the Grantee shall retain such audits until the final resolution of the exceptions, claims, or actions.
- vii. Submission of Program Specific Audit Reports. The Grantee shall complete and submit the audit report no later than 120 calendar days after the end of the SFY. The Grantee may submit the report electronically by uploading the completed audit report in a single Portable Document Format (“PDF”) file to the e-mail resource account with a subject line that identifies the exact name on the audit report and its period end date.

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Attachment 1

Vendor Invoice : Invoice Prepared Date : Location Code 74DRUGPGMS Gross Total Amount: 0.00 SAP Document :		INVOICE FOR PAYMENT														
Pennsylvania Department of Drug and Alcohol Programs PO Box 69183 Cost Center: 7429001000 Harrisburg, PA 17107		Budget Year 20XX					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30%;">Bank:</td><td style="width: 30%;"></td><td style="width: 40%;"></td></tr> <tr><td>Routing:</td><td></td><td></td></tr> </table>				Bank:			Routing:		
Bank:																
Routing:																
Billing Period:																
	State Base Allocation General Assistance	SAPT Prevention	SAPT Intervention /Treatment	Compulsive & Problem Gambling	Assessment & Residential Tax (State Gaming Funds)	The State Stores Fund	SOR Prevention	SOR Treatment	Total							
	Line	Line	Line	Line	Line	Line	Line	Line								
		Line	Line													
<hr/>																
A. APPROVED BUDGET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
<hr/>																
B. REVENUES (DDAP FUNDS ONLY)																
1. Cash Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
2. Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
<hr/>																
C. TOTAL FUNDS AVAILABLE (B1 + B2 = C)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
<hr/>																
D. FUNDS DISBURSED TO D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
<hr/>																
E. ANTICIPATED CASH NEEDS THRU BILLING PERIOD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
<hr/>																
F. FUNDS REQUESTED (D + E - C = F)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
<hr/>																
G. APPROPRIATION BALANCE (A - C - F = G)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
<hr/>																
I certify that the amount of funds requested in this invoice is consistent with the SCA's actual cash needs for the period identified above and meets the cash management requirements provisions in this agreement.																
_____ Authorized Signature																

EXHIBIT D

**Commonwealth Standard Terms and Conditions
Grant Version
(Revised - 10/1/2023)**

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 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.

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- iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
 - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by

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those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;

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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,

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executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.

- v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited

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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.

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- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

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7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
 - i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages,

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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.

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- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

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EXHIBIT E

Federal Terms and Conditions

1. **Definitions.** Capitalized terms used in these federal terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.
2. **Federal Funding Changes.** Based on federal requirements, guidance, or instructions, the Department may, upon written notice to the Grantee and without the need to amend this agreement, revise requirements or restrictions on the use of federal funds as set forth in this agreement.
3. **Provisions Associated With Federal Funds.**
 - a. The Grantee shall not use federal funds under this agreement to:
 - i. Purchase, prescribe, or provide marijuana or treatment using marijuana. See 2 CFR § 200.300(a) and 21 U.S.C. §§ 812(c)(10) and 841.
 - ii. Purchase, procure, or distribute pipes or cylindrical objects intended to be used to smoke or inhale illegal scheduled substances.
 - iii. Pay for advertising and public relations costs except as expressly allowed under 2 CFR § 200.421(a)-(d). See 2 CFR § 200.421(e)(1).
 - iv. Pay for costs related to meetings, conventions, conferences, or other events that are not related to this agreement. See 2 CFR § 200.421(2).
 - v. Pay for promotional items, including clothing and commemorative items such as pens, mugs or cups, folders or folios, lanyards, and conference bags. See 2 CFR § 200.421(e)(3).
 - vi. Pay for advertising and public relations designed solely to promote the Grantee. See 2 CFR § 200.421(e)(4).
 - vii. Pay for the purchase or construction of any building or structure to house any part of the Grantee's program. The Grantee may request authorization to make minor alterations and renovations ("A&R") for up to 25% of a budget period or \$150,000, whichever is less, for an existing facility, if necessary and appropriate to the program. Minor A&R does not include a structural change such as to the foundation, roof, floor, or exterior or loadbearing walls of a facility; extension of an existing facility to increase the floor area; or a change in the function or purpose of a facility. The United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA") must approve all minor A&R.
 - viii. Provide inpatient treatment or hospital-based detoxification services. SAMHSA does not consider residential services to be inpatient or hospital-based services.
 - ix. Pay for housing, including application fees and security deposits, other than recovery housing.
 - x. Make direct payments to individuals to enter treatment or continue to participate in

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prevention or treatment services. See 42 U.S.C. § 1320a-7b.

- x. The Grantee and its contracted service providers may provide up to \$30 non-cash incentives such as gift cards, bus passes, or gifts to individuals to participate in required data collection follow-up. The Grantee and its contracted service providers may use incentives of this amount in each required data collection follow-up interview. The Grantee and its contracted service providers may not use incentives for completing an intake or exit interview. A contingency management participant may not receive contingencies exceeding federal limitations.
 - xi. The Grantee and its contracted service providers may provide up to \$30 non-cash incentives such as gift cards, bus passes, or gifts to individuals to participate in required data collection follow-up. The Grantee and its contracted service providers may use incentives of this amount in each required data collection follow-up interview. The Grantee and its contracted service providers may not use incentives for completing an intake or exit interview. A contingency management participant may not receive contingencies exceeding federal limitations.
 - xii. Purchase firearms.
 - xiii. Purchase sterile needles or syringes for the hypodermic injection of any illegal drug unless the Department of Health or a local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local laws. See Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, Public Law 118-473, Further Consolidated Appropriations Act, 2024, Division D, Title V, Section 526.
 - xiv. Pay an employee's direct salary more than Executive Level II pay specified by the United States Office of Personnel Management. The Executive Level II pay is a person's base salary exclusive of fringe benefits and any income that an employee may earn outside of the duties to the Grantee or one of its contracted service providers. The salary limitation does not apply to consultants but does apply to contracted service providers.
 - xv. Pay 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 any federal action under 31 U.S.C. § 1352.
- b. In accordance with 42 U.S.C. § 300x-21 *et seq.* and 45 CFR § 96.135, the Grantee shall not use Substance Use Prevention, Treatment, and Recovery Services ("SUPTRS") block grant funds to:
- i. Provide inpatient hospital services unless:
 1. a physician has determined that:
 - a. The primary diagnosis of the individual is substance misuse, and the physician certifies this fact.
 - b. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program.
 - c. The services can be reasonably expected to improve the individual's condition or level of functioning.
 - d. The hospital's substance misuse program follows national standards of substance misuse professional practice.
 2. The daily rate of payment provided to the hospital for providing the services to the

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individual does not exceed the comparable daily rate provided for community-based, nonhospital, residential programs of treatment for substance misuse.

3. The payment is only for services that are medically necessary, that is, only for those days that the patient cannot be safely treated in a residential, community-based program.
 - ii. Make cash payments to intended recipients of health services.
 - iii. Purchase or improve land; purchase, construct, or permanently improve any building or other facility other than minor remodeling; or purchase major medical equipment. The Grantee may not purchase minor equipment unless the equipment is included in its approved budget.
 - iv. Satisfy any requirement for the expenditure of non-federal funds as a condition for receipt of federal funds.
 - v. Provide financial assistance to any entity other than a public or non-profit private entity.
 - vi. Provide individuals with hypodermic needles or syringes for the use of illegal drugs, unless the Surgeon General of the Public Health Service determines in writing that a demonstration needle exchange program would be effective in reducing drug misuse and the risk that the public will become infected with the etiologic agent for AIDS.
 - vii. Provide workforce recruitment and retention measures involving staff loan repayments or tuition reimbursement.
- c. Special Provisions for State Opioid Response Grant Funds. In accordance with the special terms included in the Notice of Award to the Department for the State Opioid Response (“SOR”) grant:
 - i. The Grantee shall ensure that medication for opioid use disorder (“MOUD”) is made available to individuals diagnosed with opioid use disorder (“OUD”). MOUD includes United States Food and Drug Administration (“FDA”)-approved treatments such as methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine and naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.
 - ii. The Grantee shall ensure that funds are used to provide services or practices that have a proven evidence base and are appropriate for the population(s) of focus.
 - iii. The Grantee shall ensure that funds are not used for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, non-federal funds, third-party insurance, and sliding scale self-pay.
 - iv. The Grantee shall ensure that funds for treatment and recovery-support services are used only to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem or history exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse may not receive treatment or recovery services with SOR funds.
 - v. The Grantee shall, and shall ensure that its contracted service providers, report client level

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data into SAMHSA's Performance Accountability and Reporting System ("SPARS") in the required timelines set forth by SAMHSA. The Grantee shall, and shall ensure that its contracted service providers, comply with all additional data collection requirements specified by SAMHSA. The Grantee shall, and shall ensure that its contracted service providers, fully participate in any SAMHSA-sponsored evaluation of the SOR grant program. The Grantee shall, and shall ensure that its contracted service providers, submit data in the form required by SAMHSA. Noncompliance may result in restricted access to funding.

- vi. The Grantee shall, and shall ensure that its contracted service providers, work with SAMHSA-funded SOR/Tribal Opioid Response Technical Assistance Training grant as the primary means of providing technical assistance.
- vii. The Grantee shall, and shall ensure that its contracted service providers, track funding of activities by providers and submit this data to SAMHSA upon request.
- viii. The Grantee shall not, and shall not allow its contracted service providers to, deny any eligible client, patient, or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone; buprenorphine products, including buprenorphine/naloxone combination formulations and buprenorphine monoproprietary formulations; naltrexone products, including extended-release and oral formulations; or long-acting products, such as extended release injectable or buprenorphine). Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a practitioner who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's OUD. Similarly, medications available by prescription or office-based injection must be permitted if it is appropriately authorized through prescription or administration by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider, in conjunction with the patient, determines that the medication is clinically beneficial. The Grantee shall, and shall ensure that its contracted service providers, ensure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.
- ix. The Grantee shall not, and shall not allow its contracted service providers to, use SOR funds to provide incentives to any health care professionals for receipt of any type of professional development training.
- x. The Grantee shall, and shall ensure that its contracted service providers, comply with federal requirements for the use of contingency management.
- xi. The Grantee may include food as a necessary expense, up to \$10 per person per day, for individuals receiving federally funded mental or substance use disorder prevention, overdose prevention, treatment, and recovery support services.
- xii. The Grantee may use SOR funds to purchase only FDA-approved medications for OUD treatment or opioid overdose.

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- d. Smoking Prohibition. In accordance with the Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084.d, the Grantee shall, and shall require its contracted service providers to, prohibit smoking in any portion of an indoor facility used routinely and regularly for the provision of health care, child care, early child development, education, or library services to children under the age of 18.
- e. Medical Marijuana Prohibition. The Grantee shall not, and shall not allow its contracted service providers to, use federal funds directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that federal funding is expended ... in full accordance with U.S. statutory ... requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).

4. Audit Requirements.

- a. General Federal Requirements. The Grantee shall, and shall require its contracted service providers to, comply with all applicable federal and state audit requirements, including the Single Audit Act Amendments of 1996, 35 U.S.C. §§ 7501-7507; 2 CFR Part 200, Subpart F (“Subpart F”); and the requirements set forth in this agreement.
- b. Additional Components of the Single Audit Reporting Package. In addition to the requirements of Subpart F, single audit report packages must include the following additional components in the schedule of expenditures of federal awards, or supplemental schedules:
 - i. A breakdown of federal funds that identifies each funding source by federal and Commonwealth program and includes the Assistance Listing Number (“ALN”), program name (if different from ALN name), program year, and grant number, if applicable.
 - ii. For each grant by which the Department passes federal funds to the Grantee:
 - 1. Grant number and inclusive dates of the grant period.
 - 2. Program or award amount.
 - 3. Total federal awards expended during the year.
 - 4. Accrued or deferred revenue at the beginning of the year.
 - 5. Revenue recognized during the year.
 - 6. Accrued or deferred revenue at the end of the year.
- c. Submission of the Audit Report. For a federally mandated audit, the Grantee shall submit an electronic copy of the data collection form and the audit reporting package to the Federal Audit Clearinghouse (“FAC”), which shall include the elements listed in Subpart F.
- d. Submission of the Federal Audit Clearinghouse Confirmation. The Grantee shall send a copy of the FAC confirmation electronically to RA-BAFMSingleAudit@pa.gov.
- e. Extensions. Neither the Commonwealth nor the Department can extend federally mandated deadlines.

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5. General.

- a. Drug-Free Workplace. The Grantee shall comply with federal regulations for a drug-free workplace at 2 CFR Part 182, as implemented by 2 CFR Part 382, including:
- i. Publishing and providing to all employees a statement that tells employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; specifies the actions the Grantee will take for a violation; and advises that employees, as a condition of employment, must abide by the terms of the statement and notify the Grantee of any conviction for a criminal drug offense in the workplace no later than five calendar days after the conviction.
 - ii. Establishing an ongoing drug-free awareness program to inform employees about the dangers of substance use in the workplace; the Grantee's policy of maintaining a substance-free workplace; the availability of counseling, rehabilitation, and employee assistance programs; and the penalties the Grantee may impose for violations that occur in the workplace.
 - iii. Notifying the Department in writing within ten calendar days if an employee informs the Grantee of a conviction under section 5(a)(i) above. The notice must include the employee's position, title, and the funds under this agreement that are associated with the employee.
 - iv. Within 30 calendar days after receiving notice of a conviction under section 5(a)(i) above, either (i) taking appropriate action, up to and including termination, consistent with federal and state requirements for accommodation of a disability; or (ii) requiring the employee to participate satisfactorily in an assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or another appropriate agency.
- b. Charitable Choice. The Grantee shall comply with federal regulations for charitable choice at 42 CFR Part 54, including:
- i. The Grantee shall not discriminate against an organization on the basis of religion or the organization's religious character or affiliation.
 - ii. The Grantee shall execute contracts using funds under this agreement with religious organizations on the same basis as any other organization.
 - iii. The Grantee shall not expend funds under this agreement for inherently religious activities, such as worship, religious instruction, or proselytization. The Grantee may expend funds to organizations that engage in inherently religious activities, provided that those activities are offered separately in time or location from the programs or services for which the Grantee received funds under this agreement and also provided that those activities are not required for clients who receive services under this agreement.

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- iv. The Grantee shall not expend funds under this agreement to a religious organization that discriminates against clients who receive services on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to participate in a religious practice.
- v. The Grantee shall ensure that clients who are eligible to receive services under this agreement and who object to the religious nature of a program or provider receive a referral from the religious organization to an alternative program or provider within a reasonable period of time.
- vi. The Grantee shall require religious organizations that make a referral under subsection 5(b)(iv) above to notify the Grantee and the Department of the referral.
- vii. The Grantee shall post, and shall require all of its contracted providers to post, the following notice in a prominent location at its office:

No provider of substance use disorder services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this organization, may discriminate against you because of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If you object to the religious character of this organization, Federal law gives you the right to a referral to another provider of substance use services. The referral, and your receipt of alternative services, must occur within a reasonable period after you request them. The alternative provider must be accessible to you and have the capacity to provide substance use services. The services provided to you by the alternative provider must be of a value not less than the value of the services you would have received from this organization.

6. Operations.

- a. Contract Terms. The Grantee shall comply with 2 CFR Part 200, which requires providing the following information regarding identification of federal awards to its contractors when the Grantee executes the contract.
 - i. Contractor's name, which must match registered name as a Unique Entity Identifier ("UEI") issued by the U.S. General Services Administration.
 - ii. Contractor's UEI.
 - iii. Federal award identification number.
 - iv. Federal award date.
 - v. Subaward period of performance start and end dates.
 - vi. Amount of federal funds obligated by the contract.

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- vii. Amount of federal funds obligated to the contractor.
 - viii. Total amount of the federal award.
 - ix. Federal award project description.
 - x. Name of federal awarding agency.
 - xi. Name of the Grantee.
 - xii. The Department's contact information.
 - xiii. The name, ALN, and funding amount for each federal funding source.
 - xiv. Identification of whether the award is for research and development.
 - xv. Indirect cost rate for the federal award.
- b. Federal Lobbying Certification and Disclosure. The Grantee shall include in all contracts and subgrants for services under this agreement the following provision verbatim:

To the best of the Grantee's and contractor's knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL (<https://www.ddap.pa.gov>), "Disclosure of Lobbying Activities," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, 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 this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.
4. Persons or entities, at whatever tier, receiving more than \$100,000 in federal funds

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hereunder, shall promptly file the certification and any necessary lobbying disclosure forms with the tier providing the funding. That tier shall retain the certification but promptly file any lobbying disclosure forms with the next higher tier until such lobbying disclosure forms reach the federal funding source agency. There is an obligation to file an amended lobbying disclosure form and pass it from tier to tier whenever there is a material change to the original lobbying disclosure form. See 55 Federal Register 6736 - 6756 (February 26, 1990). Further general information may be obtained by telephoning the federal Office of Management and Budget at 202-395-3254.

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

Agreement With:

Community Action Partnership
Lancaster, PA

Purpose:

To approve Community Action Partnership (CAP) to serve as the subrecipient and program manager for the administration of the State Food Purchase Program (SFPP) for Lancaster County, in accordance with the SFPP Grant Agreement (Contract #C940002433) between the Pennsylvania Department of Agriculture and Lancaster County.

Amount/Term:

\$776,844.12 for the period July 1, 2025 through June 30, 2026.

Funding:

PA Department of Agriculture.

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this ____ of December 2025, by and between the County of Lancaster, a Class 2A county of the Commonwealth of Pennsylvania with an address at 150 North Queen Street, Lancaster, Pennsylvania, 17603 (hereinafter, the "County") and the Community Action Partnership of Lancaster County, a non-profit corporation with a principal place of business at 601 South Queen Street, Lancaster, Pennsylvania, 17603 (hereinafter, "Lead Agency");

WHEREAS, the County participates in the State Food Purchase Program (SFPP) hereinafter, the "Program" in accordance with a Program Management Agreement (hereinafter, "PMA") entered into with the Pennsylvania Department of Agriculture (hereinafter, "PDA"); and

WHEREAS, the PMA will take effect on July 1, 2025, and will remain in effect through June 30, 2026; and

WHEREAS, The State Food Purchase Program Act ("SFPP Act"), 62 P.S. §§ 4041 *et seq.*, establishes the State Food Purchase Program ("SFPP"). The Department is the Commonwealth agency responsible for administering the SFPP in accordance with the SFPP Act and its attendant regulations at 7 Pa. Code Chapter 160. Under the SFPP, the Department provides funds to county governments, regional food banks, or emergency food providers each state fiscal year for the purchase, transportation, storage, and distribution of food products to eligible program participants.

WHEREAS, The General Assembly has appropriated funds for the SFPP for SFY 2025. The Department determined that the County is eligible to receive SFPP funds and that County's proposed use of funds meets SFPP requirements. The resulting grant will be 100% state funded.

WHEREAS, the County is permitted to designate a lead agency to perform its obligations under the PMA; and

WHEREAS, the County has previously designated the Lead Agency, a non-profit corporation that provides services and advocacy to families and individuals and targets the elimination of poverty, as the lead agency responsible for performing the County's obligations under the PMA, and wishes to continue to do so in the future.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **DESIGNATION OF LEAD AGENCY**. The County hereby designates the Community Action Partnership of Lancaster County to serve as the lead agency in the operation and administration of the Program pursuant to the PMA. The Lead Agency agrees to perform all functions of a lead agency under the PMA, and to abide by the terms and conditions of the PMA, including all exhibits, which are attached hereto as "Exhibit A" and incorporated herein as if fully set forth.
2. **GRANT AWARD**. Subject to the terms and conditions of this agreement and the availability of funds, the Department hereby grants up to \$776,844.12 in state SFPP funds to the County for FY 2025-26. The Department may increase or decrease the amount of the grant award by providing written notice of funding adjustment to the County without the need to amend this agreement. All funding increases are subject to the Governor's Office of the Budget, Comptroller's Office certification of the availability of the funding.

3. Payment

- a. Advanced Funds. The Department shall disburse SFPP funds to the County as advanced payments in equal, or nearly equal, quarterly installments starting July 1 of the fiscal year or within 30 days after passage of the SFY 2025 budget, whichever is later. The Department may disburse advanced funds in excess of 25% of the amount in paragraph 1, subject to approval by the Office of Comptroller Operations, Bureau of Payable Services.
 - b. County Payments to Lead Agency. If the County has subcontracted with a lead agency to operate the SFPP pursuant to paragraph 19 of this agreement, the County shall release SFPP funds designated for distribution to the lead agency within 30 days of receiving the Department's payment.
4. Food Standard Guidelines. The County shall follow the Department's SFPP Food Standard Guidelines attached as Exhibit B when purchasing food with SFPP funds. The Department may revise the SFPP Food Standard Guidelines by providing the County notice without the need for formal amendment.
5. Compliance with Applicable Law. The Lead Agency shall comply with all applicable federal, state, and local laws, regulations, policies, and directives, including the SFPP Act, and the SFPP regulations.
6. Use of Grant Funds.
- a. Permitted Use. Subject to the percentage limitations set forth in subparagraph (b) below, the Lead Agency may use grant funds for food purchase costs or administrative and incidental costs in accordance with 7 Pa. Code § 160.4. Food purchase costs and administrative and incidental costs have the meaning prescribed under 7 Pa. Code § 160.2.
 - b. Administrative and Incidental Costs. The Lead Agency may expend up to 8% of the total grant award set forth in paragraph 1 for administrative and incidental costs.
7. Eligibility Requirements.
- a. Eligibility Guidelines. The Lead Agency may establish procedures and guidelines for determining whether persons are eligible to participate in the SFPP. If the Lead Agency does not have procedures and guidelines for determining the eligibility of SFPP participants, it shall use the Department's guidelines set forth in 7 Pa. Code § 160.5(b).
 - b. Participant Eligibility and Tracking. The Lead Agency shall require all SFPP participants to complete a Self-Declaration of Need Form when a participant receives food under SFPP for the first time in a fiscal year. The Self-Declaration of

Need Form is attached as Exhibit C. The Department may revise the Self-Declaration of Need Form by providing the County notice without the need for formal amendment. The Lead Agency shall not require SFPP participants to provide proof of income upon completion of this form.

8. Funds Management.

- a. Receipt of Funds. The County shall promptly deposit all SFPP funds it receives under this agreement into a restricted interest-bearing account in a bank or other financial institution insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation, or equivalent insurer. The County may request a waiver of this requirement if, by the 30th day of the SFY, the County provides a written request to the Department outlining the alternate procedures it will use to account for SFPP funds separately and any interest earned on the deposited funds. All requests are subject to Department approval.
- b. Interest. The County shall use interest earned on SFPP funds toward allowable food purchase costs under this agreement. The County shall return interest earned but not expended to the Department within 30 days of the end of the Performance Period.
- c. Return of Funds. The County shall return any funds not committed or expended during the Performance Period to the Department within 30 days of the end of the Performance Period, unless otherwise agreed to in writing by the Department.
- d. Submission of Documentation. The Lead Agency shall submit itemized invoices, receipts, reports, records, and any other expenditure-supporting documents required by the Department (“Proper Documentation”).
- e. Exclusion of Expenditures. The Lead Agency may not request payment or reimbursement for a charge or expense for which it has received or may receive payment or reimbursement pursuant to any other federal or state grant award.

9. Maintenance and Retention of Records. The Lead Agency shall:

- a. maintain, at its principal offices, accurate records and accounts, including documents, certifications, correspondence, quotes, invoices, and other evidence pertaining to costs and expenses it incurs pursuant to this agreement, and reflecting all matters and activities covered by this agreement.
- b. separately track the receipt and distribution of food purchased with SFPP funds, conduct a physical inventory count of SFPP food no less than annually, and reconcile the physical inventory count to book records.
- c. retain all required records for a period of three years from the expiration or termination of this agreement, except in those cases where unresolved claims or

audit questions may require maintaining some or all records for a longer period. In such event, the Lead Agency shall maintain these records until all pending matters are resolved.

10. Offset, Withholding, and Recoupment. At any time, the Department may offset, withhold, or recoup grant funds or payments for expenses if the Department determines that there has been a violation of this agreement by the County or if the Department determines that the County's expenditures are or were not eligible, proper, or allowable.

11. Plan of Operation.

- a. Submission. In accordance with 7 Pa. Code § 160.12, the Lead Agency shall prepare and submit its Plan of Operation for administering the SFPP to the Department by June 1 immediately preceding the start of the fiscal year.
- b. Contents. The Plan of Operation must include the information required under 7 Pa. Code § 160.12(b). With Department approval, the Lead Agency may request changes and revise the plan without the need to amend this agreement.
- c. Incomplete or Inaccurate Material. The Department shall notify the County within 20 days of receipt if the Plan of Operation is incomplete or inaccurate. The Department may request additional documentation or may discontinue further processing of the grant until the required information is received.

12. Food Purchases. The Lead Agency shall purchase food with grant funds in accordance with the proportions, pricing, and other purchasing requirements of 7 Pa. Code § 160.8.

- a. Food Processing and Repackaging. The Lead Agency may process and repackage food for distribution to SFPP participants, but only with the Department's prior written

13. For-Profit Activity Prohibited. Officials and employees of the Lead Agency may not profit from any contract with the Department or other entities for the administration of SFPP, or from providing any SFPP-related services.

14. Reporting.

- a. Annual Report. The Lead Agency shall submit an annual Expense and Data Report to the Department no later than 90 days from the end of the fiscal year. The report must account for or specify the allocation and expenditure of funds, the number of individuals served, the number of households served, the types of food purchased, the cost and weight of food purchased (in pounds and by type of food), and any other information as requested by the Department.
- b. Quarterly Reports. The Lead Agency shall submit quarterly reports and copies of Proper Documentation to the Department no later than 20 days after the end of each

quarter. The quarterly reports must contain the information specified for annual reports in subparagraph (a) above. The Department will not release the next quarterly installment of funds to the Lead Agency until all required documents are submitted.

- c. Reporting Basis. The Lead Agency shall report SFPP expenditures on an accrual, costs-incurred basis.

15. Program Mismanagement and Theft. Officials and employees of the Lead Agency must immediately report to the Department any instances of theft, suspected theft, or mismanagement of SFPP funds or program administration. Costs associated with processing and repackaging food are considered administrative and incidental costs.

16. Wholesomeness of Food. In accordance with 7 Pa. Code § 160.9 and the SFPP Food Standard Guidelines, the Lead Agency shall combine food purchased with grant funds with food available from other sources as necessary to compose a wholesome food package or meal for SFPP participants.

17. ADDITIONAL PROVISIONS ATTACHED AS EXHIBITS TO PMA. The Lead Agency shall comply with, and be bound by, the provisions set forth in the following exhibits to the PMA, which are included collectively in "Exhibits A" attached hereto and incorporated herein as if fully set forth:

- a. Exhibit A: Nondiscrimination/Sexual Harassment Clause
- b. Exhibit B: Contractor Integrity Provisions
- c. Exhibit C: Federal Audit Requirements
- d. Exhibit D: Lobbying Certificate Form
- e. Exhibit E: Federal Funding Accountability and Transparency Act Provisions and Data Sheet
- f. Exhibit F: Right to Know Law
- g. Exhibit G: Contractor Responsibility Provisions

18. LAWS AND REGULATIONS. The Lead Agency, and any of its subcontractors, agree that in the performance of its, or their, obligations under this Agreement that it, or they, will comply with all applicable federal, state and local laws and regulations.

19. ASSURANCE OF COMPLIANCE

- a. Pursuant to the federal regulations under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 *et seq.*, the Lead Agency understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided under this Agreement. As a condition of accepting and executing this Agreement, the Lead Agency agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130,

and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors. The Lead Agency will be responsible for and agrees to indemnify and hold the County harmless from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the County as a result of the Lead Agency's failure to comply with these provisions.

- b. The Lead Agency will operate in accordance with the regulations governing TEFAP (7 C.F.R. § 251) and, as applicable, the regulations set forth in 7 C.F.R. § 250 (Donation of Foods for Use in the United States, Its Territories and Possessions and Areas Under Its Jurisdiction).
- c. The Lead Agency agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 1681 *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); all provisions required by the implementing regulations of the United States Department of Agriculture; Department of Justice Enforcement guidelines, 28 C.F.R. § SO.3 and 42; and USDA Food and Nutrition Service (hereinafter, "FNS") directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, or be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from the FNS; and hereby gives assurance to immediately take measures necessary to implement this agreement.
- d. The Lead Agency will operate in accordance with the federal regulatory provisions at 7 C.F.R. § 250.14(b) through 250.14(f), which address the warehousing, distribution and storage of donated foods, and the Lead Agency agrees that any facility used for the handling, storage and distribution of donated foods will meet the standards set forth in those subsections.

20. **INDEMNIFICATION.** The Lead Agency, its heirs, successors and assigns shall indemnify and hold the County of Lancaster, its Commissioners, officers, employees, representatives, and agents harmless and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the County of Lancaster, its Commissioners, officers, employees, representatives and agents arising from or related to its

negligent performance, including but not limited to the Lead Agency's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this Agreement.

21. INSURANCE. The Lead Agency, at its sole cost and expense, shall maintain: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) workers' compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the County may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by the Lead Agency. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue insurance with an AM Best Rating of A- or higher (or similar Insurance Company Rating Organization), and shall be maintained continuously in full force and effect:

Minimum Liability Insurance Requirements:

General Liability:	\$ 3,000,000	General Aggregate
	\$ 3,000,000	Products Completed Operations
	\$ 1,000,000	Aggregate
	\$ 1,000,000	Personal & Advertising Injury
	\$ 20,000	Each Occurrence
		Medical Expense (any one person)
Auto Liability:	\$ 1,000,000	Combined Single Limit
	\$ 1,000,000	Non-owned Auto
		*Required by amounts will differ case by case
Workers' Compensation:	Statutory	
Employers Liability:	\$ 500,000	Bodily Injury By Accident (Each Accident)
	\$ 500,000	Bodily Injury By Disease (Each Employee)
	\$ 500,000	Bodily Injury By Disease (Policy Limit)
Umbrella Liability:	\$ 2,000,000	
Professional Liability:	\$ 1,000,000/occurrence	
	\$ 3,000,000/aggregate	
Cyber Liability:	\$ 2,000,000	

22. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the County in writing, the following provisions shall apply to each and every policy which the Lead Agency is required hereunder to carry: The form, amount and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the County's approval;

- a. The Lead Agency shall cause each insurance carrier to deliver its certification of insurance to the County and to any other party designated by the County, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the County's request;
- b. At least thirty (30) days prior to the expiration of each policy, the Lead Agency shall provide the County with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, sixty (60) days' notice of such action shall be sent via certified mail to the County;
- c. The Lead Agency shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance;
- d. "County of Lancaster" shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- e. The requirements described above are also applicable to any and all sub-contractors hired by the Lead Agency to perform work under this Agreement.

23. NO EMPLOYMENT RELATIONSHIP. The Lead Agency acknowledges and agrees that it and its employees do not have an employment relationship with the County. The Lead Agency and its employees are not covered by workers' compensation or unemployment compensation insurance provided by the County to its employees. The Lead Agency further agrees to provide workers' and unemployment compensation coverage to its employees as may be required by law including the payment of premiums with respect to said coverage. The Lead Agency further agrees that it is solely responsible for the withholding of any taxes whatsoever for the Lead Agency, its employees, and for subcontractors and their employees.

24. TERMINATION

- a. The County shall have the right to terminate this Agreement by giving written notice to the Lead Agency of such termination and specifying the effective date of such termination, which shall be given no less than sixty (60) days before the effective date of such termination.
- b. This Agreement may be canceled by the County without advance notice for nonperformance, inadequate performance, unavailability of funds, or breach of any of the material terms or conditions of this Agreement. In the event of a breach of this Agreement, the County, at its discretion, may allow the Lead Agency thirty (30) days to correct the breach. If the County opts to provide the Lead Agency with an opportunity to correct the breach, the County shall notify the Lead Agency in writing and state the reasons for the breach. If the Lead Agency does not correct the breach of this

Agreement as specified, the County may cancel the Agreement in whole or in part.

25. WRITTEN COMMUNICATIONS AND NOTICES. All written communications as provided for herein shall be addressed to the respective party as listed below. All notices provided for herein shall be given in writing and shall be deemed to have been given if personally delivered to the respective party or when deposited in the United States mails, first class, postage prepaid, properly addressed to the respective party at the following address:

As to County:

Lancaster County
Office of the Controller,
Suite 710 150 North
Queen Street Lancaster,
PA 17603

As to Lead Agency

Community Action Partnership of Lancaster
County 601 South Queen Street
Lancaster, PA 17603

26. ENTIRE AGREEMENT. The entire understanding between the parties is expressed in this written Agreement, which shall not be modified by any prior written statement or by any spoken statement. This Agreement can only be modified by a subsequent written document signed by all of the parties to this Agreement.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.
28. SEVERABILITY. If one or more of the provisions in this Agreement are deemed void by law, the remaining provisions shall continue in full force and effect.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have hereunto set their hands and seals on the date set forth above.

County of Lancaster

Attest:

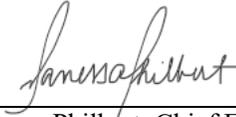
Joshua G. Parsons
Chairman

Ray D'Agostino
Vice Chairman

Witness:

Alice Yoder
Commissioner

Community Action Partnership



Vanessa Philbert, Chief Executive
Officer

ATTACHMENT A

Commonwealth Standard Terms and Conditions Grant Version

(Revised - 10/1/2023)

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 the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color,

sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

- iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform

the work to which this agreement relates.

- v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation

of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 1. been indicted or convicted of a crime involving moral

2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;
 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.

- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
 - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
 - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with

the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

- ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
 - iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means

as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

b. Contractor Representations.

- i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
- ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.

c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.

e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for

investigations that do not result in the Contractor's suspension or debarment.

- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the

Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

- i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
 - i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;

- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

ATTACHMENT B

SFPP FOOD STANDARD GUIDELINES FOR SFY 20



Pennsylvania
Department of Agriculture

**FOOD STANDARD GUIDELINES FOR
STATE FOOD PURCHASE PROGRAM (SFPP)**

July 2023

These guidelines were developed by an Ad Hoc Committee of the Emergency Food Assistance Advisory Committee (EFAAC) and approved by the governing committee, effective July 2023.

In addition:

1. The Food Standard Guidelines govern the use of State Food Purchase Program funds for the purchase of food.
2. Items not on the list can be purchased with agency dollars, but not SFPP funds.
3. County Lead Agencies may further restrict food item purchases outside these guidelines.
4. Lead Agencies must assure that priority be placed on purchasing readily consumable food products grown or processed in Pennsylvania.
5. Foods and grocery products not included within the guidelines may not be purchased with SFPP funds.

VEGETABLES – Any vegetable or vegetable juice/counts as a member of the vegetable group. Vegetables may be raw or cooked; fresh, frozen, canned, or dried/dehydrated: and may be whole, cut-up, or mashed. Vegetables are organized into five (5) subgroups, based on their nutrient content.	
VEGETABLES ALLOWED	
Dark green vegetables	Starchy vegetables
Orange/red vegetables	Other vegetables
Dry beans and peas, including soy and soy products	Fresh herbs only – although not technically a vegetable are included in this section for awareness as allowable.
VEGETABLES NOT ALLOWED	
Any type of chips made from vegetables including potatoes and corn.	

FRUITS – Any fruit or 100 percent fruit juice counts as part of the fruit group. Fruits may be fresh, canned, frozen, or dried, and may be whole, cut-up, or pureed.	
FRUITS ALLOWED	
Fruit	Fruit juice must be 100 percent juice.
LESS PREFERRED FRUITS	
Fruits in heavy syrup/gelatin	Cranberry sauce
FRUITS NOT ALLOWED	
Fruit Roll Up	Fruit snacks like Gum Drops
Any fruit drink that is NOT 100 percent juice	

DAIRY - milk from a cow or other domestic animal (such as a goat).		
DAIRY - ALLOWED		
Milk	Fortified milk (e.g. soy)	Yogurt
Buttermilk	Evaporated Milk	Cheese (must contain milk)
Vegan cheese substitutes		
LESS PREFERRED DAIRY		
Butter	Sour Cream	Cream Cheese
DAIRY NOT ALLOWED		
Sweetened Condensed Milk	Velveeta	
Cheese Wiz	Products that contain NO milk.	

GRAINS – Any food made from wheat, rice, oats, cornmeal, barley, or another cereal grain is a grain product. Grains are divided into two (2) subgroups – whole grains and refined grains.		
WHOLE GRAINS	These grains contain the entire grain kernel – the bran, germ and endosperm.	
Examples	Whole-wheat flour, bulgur (cracked wheat), oatmeal, whole cornmeal, brown rice, barley, millets, and other whole grains.	
REFINED GRAINS	These grains have been milled, a process that removes the bran and germ. This is done to give grains a finer texture and improve their shelf life, but it also removes dietary fiber, iron, and many B vitamins.	
Examples	White flour, cornmeal, white bread, and white rice. Most refined grains are <i>enriched</i> . This means certain B vitamins (thiamin, riboflavin, niacin, folic acid) and iron are added back after processing. Fiber is not added back to enriched grains. Check the ingredient list on refined grain products to make sure that the word “enriched” is included in the grain name. Some food products are made from mixtures of whole grains and refined grains.	
GRAINS ALLOWED		
WHOLE GRAINS	REFINED GRAINS	
Brown rice	Cornbread	
Buckwheat	Tortillas	
Bulgur (cracked wheat)	Couscous	
Oatmeal & other hot/cooked cereals	Crackers - not allowed sweetened crackers	
Oats	Grits	
Barley	Noodles	
Millets	Pasta	
Other whole grains where the word whole followed by the grain name is listed on the ingredient label. For example: <i>Ingredients: Whole wheat</i> is a whole grain, BUT <i>Ingredients: Stoneground wheat flour</i> is not a whole grain.	Ethnic Breads and Rice	
	Rice	
	Bread – white & other non-whole-grain types	
	Sandwich buns & rolls	
	Ready-to-eat breakfast cereals – sugar coated less preferred	
	Cereal bars/granola bars – not allowed bars coated with a mixture made predominantly from sugar, corn syrup, or candy	
	Muffin Mix	
	Biscuit Mix	
	Pancake, Baking Mix	
Some grain products contain significant amounts of bran. Bran provides fiber, which is important for health. However, products with added bran or bran alone (e.g., oat bran) are not necessarily whole grain products.		
GRAINS NOT ALLOWED		
Sweet Rolls	Cookies	Chips
Breakfast (Sweet) Breads	Chips	Desserts
Cakes	Pastry Items	Pretzels
Pop Tarts	Teddy Grahams	Popcorn

PROTEIN – All foods made from meat, poultry, fish, dry beans or peas, eggs, nuts, and seeds are considered part of this group. Dry beans and peas are part of this group as well as the vegetable group. Most meat and poultry choices should be lean, low-fat, and low sodium. Meats may be fresh, canned or frozen. Fish, nuts, and seeds contain healthy oils, so choose these foods frequently instead of meat and poultry.

MEATS - ALLOWED

Beef	Dry Beans	Peanut Butter
Pork	Peas	Pecans
Lamb	Soybeans	Pistachios
Veal	Almonds	Pumpkin Seeds
Poultry	Cashews	Sesame Seeds
Bison	Hazelnuts (filberts)	Sunflower Seeds
Rabbit	Mixed Nuts	Tofu
Venison	Peanuts	Vegetable based meat substitute (i.e. veggie burger)
Fish and Shellfish	Eggs – shelf stable, refrigerated, frozen eggs and egg products.	

TIPS:

1. Choose lean or low-fat meat and poultry.
2. Select fish rich in omega-3 fatty acids, such as salmon, trout, and herring, more often.
3. Liver and other organ meats are high in cholesterol.
4. Egg yolks are also high in cholesterol, but egg whites are cholesterol free.

LESS PREFERRED MEATS

Processed meats such as ham, sausage, frankfurters, and luncheon or deli meats.

Fresh chicken, turkey, and pork that have been enhanced with a salt-containing solution. Check the product label for statements such as “self-basting” OR “contains up to ___% or ___”, which mean that a sodium-containing solution has been added to the product.

MEATS NOT ALLOWED

Nuts coated with sugar or candy.	Jerky
----------------------------------	-------

MISCELLANEOUS		
ONE CAN/DISH MEAL ALLOWED		
A complete meal in a can, box, or frozen container which must include: protein, vegetable, and starch.		
Ravioli, Meat in Brine	Spaghetti – Meat & Tomato Sauce	Macaroni & Cheese
Chicken & Dumplings	Skillet Dinner Mixes	Beef Stew
Chili		
NUTRITIONAL OR INFANT PRODUCTS ALLOWED		
Ensure	Boost	Infant Formula
Baby Food	Baby Instant Cereal	
LESS PREFERRED		
Stuffing Mix		Jelly and Jams
Pancake Syrup		Saltine Crackers
Graham Crackers		Soups and Low Sodium Broth
Ramen Noodles		Cooking Oil
Spices/Seasonings (value not to exceed 1% of value of total food expenditures)		
NOT ALLOWED		
Slim Fast	Candy, Chewing Gum	Animal Crackers
Soda Water	Meal Replacement Bars	Water
Coffee	Soda	Water Ices
Popsicles	Condiments unless listed as allowable in a previous category	

ATTACHMENT C

SFPP SELF DECLARATION OF NEED FORM



Children (0-17) _____
Adults _____
Seniors (60 and up) _____

**Bureau of Food Assistance
State Food Purchase Program (SFPP)
"Self Declaration of Need"**

Effective July 1, 2024 to June 30, 2025

Recipient Name

Agency Representative Signature Date

Recipient County

Distribution Site Name Number

Recipient Zip Code

Distribution Site Location

Pennsylvania's State Food Purchase Program (SFPP) is operated in accordance with United States Department of Agriculture (USDA) policy, which prohibits discrimination on the basis of race, color, national origin, sex (including gender identity or sexual orientation), age, disability, or reprisal or retaliation for prior civil rights activity. Eligibility is based upon the income guidelines listed below. The recipient circles the entire line that applies to their Household Size, understanding they must be at, or below, the income level indicated to be eligible for program benefits.

Income Determination for SFPP: Pursuant to PA Act 27 of 2024, 100% of a veteran's service-connected disability benefit payment may NOT be included as income for any Commonwealth program. This exclusion shall also apply to an unmarried surviving spouse upon the death of a veteran for any compensation or payment the unmarried surviving spouse is entitled to receive. Please exclude this benefit amount from your total household income when completing this form.

Total Household Income (based on 185% of Poverty)						
Household Size						
Circle One	Annual		Monthly		Weekly	
1	\$	27,861	\$	2,322	\$	536
2	\$	37,814	\$	3,151	\$	728
3	\$	47,767	\$	3,981	\$	919
4	\$	57,720	\$	4,810	\$	1,110
5	\$	67,673	\$	5,640	\$	1,302
6	\$	77,626	\$	6,469	\$	1,493
7	\$	87,579	\$	7,299	\$	1,685
8	\$	97,532	\$	8,128	\$	1,876
<i>For each additional family member add:</i>	\$	9,953	\$	830	\$	192

By signing below, I declare that my income from all sources does not exceed the income listed above for households with the same number of people as my household. I also certify that, as of today, my household lives in the area served by Pennsylvania in the State Food Purchase Program. This certification form is being completed in connection with the receipt of State assistance. I understand that these records will be held in confidence at this distribution site but may be released to the Pennsylvania Department of Agriculture for review upon their request.

Recipient Signature

Date

Return completed form to your designated county agency. If you are unsure of the correct agency,  please call the Bureau at 1-800-468-2433.

THIS FORM IS NOT TO BE ALTERED OR CHANGED IN ANY WAY.

PLEASE REFER TO THE REVERSE SIDE OF THIS DOCUMENT FOR AN IMPORTANT USDA NON-DISCRIMINATION STATEMENT

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

*U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400
Independence Avenue, SW
Washington, D.C. 20250-9410; or*

2. fax:

(833) 256-1665 or (202) 690-7442; or

3. email:

program.intake@usda.gov

This institution is an equal opportunity provider.

**State Food Purchase Program
Pennsylvania SFPP Proxy Form**

Date _____

I _____ hereby authorize _____ to pick up my
SFPP Food Package and deliver it to me.

Client Signature

Proxy Signature

Pantry Representative

Proxy ID Verified



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities). BOP-2201

Published: 02/07/2022

	July 30, 2025
<i>Signature</i>	<i>Date</i>
Joshua G. Parsons	
<i>Name (Printed)</i>	
Chairman, Board of Commissioners	
<i>Title of Certifying Official (Printed)</i>	
County of Lancaster	
<i>Contractor/Grantee Name (Printed)</i>	

Site Name

Alpha & Omega Community Center
Anchor Lancaster (First United Methodist Church)
Columbia Dream Center (Columbia Presbyterian Church)
Conestoga Valley Christian Community Services
Crispus Attucks Community Center (Community Action Partnership)
CrossNet Ministries
Domestic Violence Services of Lancaster County (Community Action Partnership)
Ebenezer Baptist Church
Ephrata Area Social Services
Faith Tabernacle Church of God In Christ
Good News Outreach (Gospel Tabernacle Church)
Hempfield Area Food Pantry
His Helping Hands Pantry (Lighthouse Assembly of God)
Iglesia Casa de Bendicion
Jean Polite Food Pantry (Bethel AME Church Cultural Center)
Lancaster Brethren in Christ Church
Lancaster County Food Hub
LGH/Columbia Fresh Express
Loft Community Partnership
Manheim Central Food Pantry
New Creation UMC
Our Mother of Perpetual Help Benevolent Society
Peter's Porch Akron (Zion Lutheran Church)
Peter's Porch Denver (Faith United Evangelical Church)
Peter's Porch Landis Valley (Landis Valley Christian Fellowship)
Peter's Porch Lititz (Lititz Mennonite Church)
Petra Food Bank
Power Packs Project
Power Packs Project Cocalico (Real Life community Services)
Power Packs Project Donegal (Donegal Foundation)
Salvation Army Lancaster
San Juan Bautista Catholic Church
SACA (Spanish American Civic Association)
St Paul's Church of God in Christ
Swamp Lutheran Church (Ephrata Area Social Services)

Street address	City	State	Zip Code	Contact name
708 Wabank Street	Lancaster	PA	17603	Petra Castro
29 E Walnut Street	Lancaster	PA	17602	Patty Eastep
360 Locust Street	Columbia	PA	17512	Jenn Hollinger
2420 Gehman Lane, Suite 1000	Lancaster	PA	17602	Jon Barrett
407 Howard Avenue	Lancaster	PA	17603	Joshua Hunter
127 W. Franklin Street	New Holland	PA	17557	Amy Marburger
229 E orange st	Lancaster	PA	17602	Christine Gilfillan
701 N. Lime Street	Lancaster	PA	17602	Eugene Hampton
227 N State Street	Ephrata	PA	17522	Casey Ellis
665 S Ann Street	Lancaster	PA	17602	Gerald C Simmons
895 Red Hill Road	Narvon	PA	17555	Michelle Eagler
85 E. Brandt Blvd	Landisville	PA	17538	Dave Bleil
105 Earland Drive	New Holland	PA	17557	Terry Mullins
1941 Benmar Drive	Lancaster	PA	17603	Miguel Vazquez
512 E Strawberry St	Lancaster	PA	17602	Dorothy Langley
1865 Fruitville Pike	Lancaster	PA	17601	Elsbeth Naramore
812 N Queen Street	Lancaster	PA	17603	Andy Flaim
360 Locust Street	Columbia	PA	17512	Carly Rae Kessler
222 N George Street	Millersville	PA	17551	Jenna Graeff
334 West Gramby Street	Manheim	PA	17545	Cathy Knittle
10 W. Farnum Street	Lancaster	PA	17603	Linda Bulett
300 W. Pine Street	Ephrata	PA	17522	Harry Lowe
435 Main Street	Akron	PA	17501	Barrie Schmid
357 Walnut Street	Denver	PA	17517	Terry Burkholder
2420 Kissel Hill Rd	Lancaster	PA	17601	Sue Pearce
165 E Front Street	Lititz	PA	17543	Monica Kreider
565 Aiport Road	New Holland	PA	17557	Mike Steffy
1915 Olde Homestead Ln Suite 102	Lancaster	PA	17601	Annette Rosa-Pabon
240 Main Street Rear	Denver	PA	17517	Donna Smith
1125 River Road	Marietta	PA	17547	Elayne Olson
131 s Queen St	Lancaster	PA	17603	Jackeline Ponton
425 S Duke St	Lancaster	PA	17602	Teresa Zapata
545 Pershing Avenue	Lancaster	PA	17602	Melissa Ortiz
215 S Queen Street	Lancaster	PA	17603	Evangelist Mae Stewart
275 Swamp Church Rd	Reinholds	PA	17569	Casey Ellis

Hours of operation

1st and 3rd Tuesday of each month, 9am-10:30am

Monday-Friday, 8:30-9:45am

Tuesday 5-6:30pm, Wednesday 10-11am

by appointment (Wednesday-Thursday, 8am-4pm)

Pantry -2nd and 4th Wednesday of the month,1:00PM-3:00PM, Community meal Tuesday and Thursday 12pm-1p

Call Monday 9:00AM-1:00PM for pick-up Wednesday 3:00-5:15PM

all mealtimes for shelter residents

1st and 3rd Friday of each month, 9:00- 11:00 AM

mon-Fri, 9am-4pm

Thursdays 9am-12pm

3rd Friday of each month 6:30-8pm

Monday and Wednesday, 10:00 AM - 1:00 PM

1st and 3rd Friday of each month, 6-7pm

3rd Friday of Every Month, 4-6pm

Wednesday and Thursday, 10am-12pm

3rd Friday Each month, 3:30pm-5:30pm

Mondays, Tuesdays, Thursdays and Fridays from 9:30am to 11:45am.

3rd Friday of the Month, 3:30-5pm

Wednesday 2-6:30pm and Thursday 9-10:30am

Monday and Thursday, 11:00 AM to 1:00 PM; 3rd Thursday 6- 7 PM

Wednesday of each month 9:30 -11:00 AM

Wednesday, 5:00-6:30 PM

3rd Saturday of each month, 8:00-10:00 AM

First Saturday of each month. 8:00-10:00 AM

4th Saturday of every month, 8:00-10:00AM

2nd Saturday of each month, 8-10am

2nd Wednesday of each month 3-8pm and the following Thursday 5-8pm

Thursday 9am-4pm

Wednesdays during the school year After school

Thursdays after school (During School Year)

Fridays 10am-12pm and 1pm-3pm (emergency boxes during the week)

Call in Monday 9:00 -11:00 AM; Pick-up Wednesday 9:00-11:00 AM

Feeding Program (M-F 12:30-1:00 PM) Evening Meal 4-5PM, Sat 4-5pm

1st and 3rd Thursday of the month 3-6pm

By Appointment Monday – Friday, 9:00 AM – 4:00 PM

2025 State Plan Format

County: Lancaster

County Point of Contact

Prior information

County Department Name: Lancaster County Commissioners

County Contact Persons Name: Lawrence George, Chief Clerk

County Department Mailing Address: 150 N. Queen Street, Suite 715,
Lancaster PA, 17603

County Phone Number:

County Fax Number:

County Email address: :

County Department Name:

County Contact Persons Name:

County Department Mailing Address: (street, city, state, zip code)

County Phone Number: (include area code)

County Fax Number: (include area code)

County Email address:

Lead Agency Contact Information (if one is named by the County)

Agency Name: Community Action Partnership of Lancaster County

Agency Contact Persons Name: Ronald Lewis

Agency Mailing Address: (street, city, state, zip code) 601 S. Queen Street, Lancaster, PA 17603

Agency Phone Number: (include area code)

Agency Fax Number: (include area code)

Email address

Description of the food distribution system that will be used to allocate grant funds to pantries, soup kitchens etc.

Food funding will be allocated based on expenditure history, pantry size and number of clients served (as reported to the Central PA Food Bank) and other factors such as geographic location and identified need.

List the businesses where you anticipate purchasing food for the SFPP during the fiscal year.

Central Pennsylvania Food Bank, Derstine's Food Service, Inc., Four Seasons Produce, Kegels Produce, Sysco Food Service, Gordon's Food Service, US Foods Inc.

Describe the criteria that will be used to determine eligibility of persons to be program participants?

We will use the Department of Agriculture Self Declaration of Need form.

Please provide a description of the procedure that will be used to collect and assemble data required for quarterly and annual reports.

All pantries/feeding programs will submit monthly statistical data to the Central PA Food Bank. In addition, CAP Food Distribution staff will maintain inventories and record of food distributed to pantries from the warehouse

Please confirm that the SFPP program funds will be retained in a restricted interest-bearing bank account, identify the bank and the account number or provide a separate written request to the SFPP Administrator to be exempt from this rule.

Please see the attached letter.

Please describe the procedure that will be used to prevent the expenditure of grant funds to duplicate food items that are otherwise available to the County or its designated Lead Agency or emergency food providers under USDA commodity programs or through private donations of food to the emergency food providers.

Food Purchases will be based on available inventory needs and include items that compliment inventory on hand. Pantries are required to pick up USDA commodity and/or donated food at the distribution center prior to placing orders for purchased food from authorized vendors.

- **Please list the names and addresses of locations where SFPP food will be distributed.** Please provide this information on the spreadsheet provided.
- **Please provide a copy of your agreement with food distribution sites.** (I don't need each pantry agreement just an example)



AGREEMENT BETWEEN THE COUNTY/LEAD AGENCY AND LOCAL RECIPIENT AGENCY RESPONSIBLE FOR THE DISTRIBUTION OF USDA FOODS THROUGH TEFAP

This Agreement, hereinafter called the “Agreement,” made this _____ by and between the Community Action Partnership of Lancaster County, Inc., the designated TEFAP Lead Agency for Lancaster County, called the “Lead Agency”, whose address is 601 South Queen Street, city of Lancaster PA, and _____ called the “Local Recipient Agency”, whose address is _____.

This agreement is for the distribution of the Lead Agency’s United States Department of Agriculture (USDA) Foods provided under The Emergency Food Assistance Program (TEFAP) by the Local Recipient Agency in the following county: Lancaster.

In consideration of the mutual premises hereinafter contained, the parties agree that this Agreement will be performed in accordance with the following conditions.

I. Local Recipient Agency attests that:

1. It is an emergency feeding organization as defined in 7 CFR Part 251.3.
2. It is located within Lancaster County, the Lead Agency’s designated service area.

II. Local Recipient Agency agrees to:

1. Administer and distribute USDA Foods provided for TEFAP in compliance with the requirements of 7 CFR Part 251; 7 CFR Part 250; all pertinent policies, rules, and regulations; Pennsylvania’s TEFAP Plan of Operation; and the Pennsylvania Department of Agriculture’s written agreement with USDA’s Food and Nutrition Service (FNS).
2. Distribute USDA Foods provided for TEFAP only to benefit eligible people served in its designated service area.
3. Determine eligibility of households to participate in TEFAP prior to issuing any USDA Foods for household consumption. In the case of self-declaration, the Local Recipient Agency agrees to use the current income eligibility chart issued by the Pennsylvania Department of Agriculture, Bureau of Food Distribution, prior to July 1 of each year.

4. Use USDA Foods provided for TEFAP only for distribution to eligible households or for congregate feeding. USDA Foods shall not be sold, exchanged, traded, or otherwise disposed of without the approval of the Pennsylvania Department of Agriculture.
5. Allow the Pennsylvania Department of Agriculture access to or furnish whatever information/documentation is necessary for the Department to conduct reviews, and monitor progress or performance to determine conformity with intended program purposes. The Local Recipient Agency shall permit representatives of the Department and/or USDA to visit its sites; inspect USDA Foods in storage, or the facilities used in handling or storing USDA Foods; to monitor distributions; and to review and audit all records pertinent to TEFAP at any reasonable time and place during normal working hours.
6. Not solicit donations in any manner from clients or require any client to pay for USDA Foods, join any organization or group, attend or participate in a religious practice or service, or any other activity unrelated to the distribution of USDA Foods, as a condition for receiving food provided through TEFAP.
7. Attend training provided by the County/Lead Agency regarding TEFAP, Civil Rights, etc., as required, and train staff on a regular basis and not less than annually on all aspects of TEFAP, Civil Rights laws, policies and requirements, etc.

III. Issuance Records.

1. **Food Pantries.** Local Recipient Agencies distributing USDA Foods provided for TEFAP to households for home consumption must certify the client's eligibility, using the appropriate form and income guidelines provided by the Pennsylvania Department of Agriculture for this purpose. Eligibility certification is valid through June 30 of the following year and may be renewed unless client's circumstances change so as to make them ineligible. The Local Recipient Agency must keep a record of the names of all households receiving food each day. Recipient should sign a receipt or list each time they receive food. Federal regulations do not require keeping a record of the specific USDA Foods or quantities issued to each household.
2. **Soup Kitchens.** Maintain record of number of meals served daily. Sites do not have to maintain records of the names of people to whom they serve meals, and meal recipients do not have to sign for their meals.

IV. Permanent Agreement. This Agreement between the County/Lead Agency and the Local Recipient Agency responsible for the distribution of USDA Foods through TEFAP shall be considered PERMANENT, with amendments made as necessary.

- V. **Termination.** Either party may terminate this Agreement by giving thirty (30) days notice in writing. The County/Lead Agency may cancel this Agreement immediately upon receipt of evidence that the Local Recipient Agency has not fully met the terms and conditions of the Agreement. Subject to notice of termination or cancellation of the Agreement, the Local Recipient Agency agrees to comply with the instructions of the State Agency as to any remaining inventory of commodity.
- VI. **Storage Facilities.** The Local Recipient Agency will ensure that USDA Foods are stored under sanitary conditions which are free from rodent, bird, insect, or other animal infestation, in well ventilated areas which are safeguarded against theft, spoilage and other losses. USDA donated foods must be stored off the floor either on pallets, racks, or shelves and organized to provide easy identity and access. All USDA Food losses must be reported through the County/Lead Agency so that the State Agency can make a claim determination. Losses or damage resulting from negligence may require reimbursement.
- VII. **Records Retention.** All records, documents, etc., required by USDA regulations, policies, or this agreement, must be retained for three years following the close of the federal fiscal year to which they pertain.
- VIII. **Civil Rights Compliance.** The Local Recipient Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the U.S. Department of Agriculture; U.S. Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and USDA/FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Lead Agency Addendum

Requirements outlined for The Emergency Food Assistance Program (TEFAP) portion of this Agreement are also applicable to the requirements of the State Food Purchase Program (SFPP).

In addition, the Local Recipient Agency agrees:

1. To provide monthly statistical information within 5 calendar days after the start of the subsequent month to the Central PA Food Bank, or as required.
2. That Lead Agency staff or approved vendor will conduct onsite monitoring to include the inspection of food storage and handling areas and examination of records. The Lead Agency reserves the right to inspect annually or more frequently if necessary with or without prior notification to the Local Recipient Agency.
3. That all undistributed food, product and state-owned inventory will be returned to the Lead Agency upon permanent closure by the Local Recipient Agency. All participant Self-Declaration of Need forms and other required documentation will be maintained by the Local Recipient Agency or provided to the Lead Agency.
4. To abide by the PA Department of Agriculture policies and procedures related to equipment when purchases are made with funds provided under this Agreement.
5. To indemnify and hold harmless the Lead Agency, their officers, agents and employees from and against any and all suits and judgements for damages for personal injury, death, or damages to real or tangible personal property arising out of or in conjunction with the performance by the Lead Agency under this Agreement and not caused by the Lead Agency's negligence or intentional wrongful acts.
6. To provide an environment in which all staff members and volunteers interact in ways that are mutually beneficial and all parties agree to refrain from activities that may result in a hostile environment. These activities include, but are not limited to sexual harassment, actual or attempted physical or verbal intimidation, ethnic, racial or religious discrimination, or any other activity that interferes with the ability of the Local Recipient Agency or Lead Agency representative, staff member or volunteer to perform his/her duties.
7. That no food obtained from the Lead Agency or an approved vendor will be used as gifts or prizes or in the preparation of items to be sold as fundraisers.
8. That any item supplied by the Lead Agency or an approved vendor will not be sold, transferred, bartered or offered for sale in exchange for money, property or services or otherwise allow the food to enter commercial channels.
9. That no individual or family who is eligible under program guidelines and receiving commodities from the program be required to attend or participate in any religious service, political activity, fundraising, or any program or function unrelated to the distribution of food from the Local Recipient Agency.

10. That the Local Recipient Agency will not acquire donated food or any other product supplied by the Lead Agency or an approved vendor in quantities in excess of those needed for judicious distribution, consistent with reported participation numbers and distribution.
11. That staff or volunteers will not remove donated food, other products or equipment from any program for private use. The Local Recipient Agency's staff or volunteers will not use donated or other products or equipment in any manner inconsistent with feeding eligible participants.
12. That established safety and distribution procedures be followed when picking up food from CAP's warehouse.

Signature Page

Community Action Partnership of Lancaster County, Inc.

Vanessa Philbert
Chief Executive Officer

Signature

Date

Name of Organization

Signatory Name

Signatory Title

Signature

Date

Organization's Employer Identification Number (EIN)

SFPP Allocation Schedule
Fiscal Year 2025 - 2026
County Allocation Schedule
\$23,188,000

County	Individuals Under 185% FPL		Families Under 185% FPL		Unemployed Individuals		SNAP	
	Individuals Under 185% FPL	Individuals Under 185% FPL at 25%	Families Under 185% FPL	Families Under 185% FPL at 25%	Unemployed Individuals	Unemployed Individuals at 16.67%	SNAP Total	SNAP at 16.67%
Adams	19,453	4,863	3,827	957	1,685	281	9,060	1,510
Allegheny	263,085	65,771	46,767	11,692	33,128	5,521	167,977	27,996
Armstrong	16,946	4,237	3,529	882	1,448	241	10,855	1,809
Beaver	36,588	9,147	7,504	1,876	4,351	725	25,527	4,255
Bedford	13,266	3,317	2,788	697	968	161	7,300	1,217
Berks	103,528	25,882	20,404	5,101	11,745	1,958	64,654	10,776
Blair	33,262	8,316	6,593	1,648	2,628	438	23,691	3,949
Bradford	17,981	4,495	3,592	898	1,487	248	8,903	1,484
Bucks	83,509	20,877	17,478	4,370	16,077	2,680	48,207	8,034
Butler	33,326	8,332	6,283	1,571	4,346	724	16,193	2,699
Cambria	36,450	9,113	6,899	1,725	2,828	471	26,282	4,380
Cameron	1,751	438	387	97	180	30	959	160
Carbon	16,987	4,247	3,397	849	2,342	390	10,229	1,705
Centre	38,916	9,729	4,424	1,106	3,068	511	9,143	1,524
Chester	68,121	17,030	12,770	3,193	11,414	1,902	30,659	5,110
Clarion	10,963	2,741	1,961	490	930	155	5,458	910
Clearfield	22,338	5,585	5,038	1,260	2,143	357	13,548	2,258
Clinton	11,019	2,755	2,275	569	1,035	173	6,078	1,013
Columbia	19,778	4,945	3,864	966	1,766	294	9,410	1,568
Crawford	25,707	6,427	5,429	1,357	1,836	306	13,632	2,272
Cumberland	45,373	11,343	8,629	2,157	4,708	785	27,081	4,514
Dauphin	70,644	17,661	14,071	3,518	6,475	1,079	54,957	9,159
Delaware	113,803	28,451	22,955	5,739	20,904	3,484	79,454	13,242
Elk	7,493	1,873	1,430	358	986	164	3,836	639
Erie	80,483	20,121	15,775	3,944	7,185	1,198	57,017	9,503
Fayette	39,236	9,809	8,539	2,135	3,825	638	30,720	5,120
Forest	1,395	349	320	80	60	10	680	113
Franklin	34,845	8,711	7,141	1,785	2,782	464	20,083	3,347
Fulton	3,805	951	857	214	214	36	2,189	365
Greene	8,372	2,093	1,926	482	896	149	7,157	1,193
Huntingdon	10,333	2,583	2,267	567	976	163	6,015	1,002
Indiana	23,692	5,923	4,297	1,074	2,603	434	12,327	2,054
Jefferson	15,220	3,805	3,157	789	960	160	6,862	1,144
Juniata	6,231	1,558	1,274	319	284	47	2,716	453
Lackawanna	58,852	14,713	12,144	3,036	5,015	836	42,805	7,134
Lancaster	109,059	27,265	20,731	5,183	9,560	1,593	59,105	9,851
Lawrence	23,719	5,930	4,916	1,229	2,533	422	17,198	2,866

Lebanon	33,204	8,301	7,050	1,763	2,969	495	18,958	3,160
Lehigh	95,928	23,982	20,421	5,105	10,726	1,788	63,744	10,624
Luzerne	97,566	24,392	19,802	4,951	9,330	1,555	72,659	12,110
Lycoming	30,870	7,718	6,497	1,624	2,979	497	18,646	3,108
McKean	11,602	2,901	2,324	581	885	148	7,747	1,291
Mercer	28,354	7,089	6,125	1,531	2,658	443	19,956	3,326
Mifflin	14,696	3,674	3,001	750	718	120	7,825	1,304
Monroe	40,902	10,226	8,631	2,158	5,359	893	24,433	4,072
Montgomery	115,569	28,892	22,360	5,590	20,680	3,447	66,011	11,002
Montour	3,607	902	666	167	224	37	1,887	315
Northampton	59,250	14,813	11,856	2,964	7,849	1,308	36,003	6,001
Northumberland	25,952	6,488	5,427	1,357	1,676	279	18,476	3,079
Perry	9,727	2,432	2,103	526	737	123	5,139	856
Philadelphia	601,744	150,436	120,132	30,033	68,006	11,334	495,370	82,562
Pike	12,321	3,080	2,508	627	2,111	352	7,120	1,187
Potter	4,696	1,174	998	250	328	55	2,466	411
Schuylkill	37,982	9,496	7,562	1,891	3,565	594	26,251	4,375
Snyder	9,684	2,421	1,933	483	462	77	3,819	636
Somerset	18,744	4,686	3,818	955	1,824	304	10,894	1,816
Sullivan	1,337	334	298	75	178	30	643	107
Susquehanna	10,690	2,673	2,263	566	978	163	5,585	931
Tioga	12,050	3,013	2,574	644	903	151	6,417	1,070
Union	7,724	1,931	1,446	362	411	69	3,495	582
Venango	14,977	3,744	3,105	776	1,455	243	9,933	1,656
Warren	10,665	2,666	2,197	549	742	124	6,070	1,012
Washington	42,296	10,574	8,393	2,098	5,275	879	29,462	4,910
Wayne	13,305	3,326	2,970	743	1,336	223	6,609	1,102
Westmoreland	72,785	18,196	14,453	3,613	8,712	1,452	47,509	7,918
Wyoming	6,142	1,536	1,191	298	595	99	3,972	662
York	89,840	22,460	18,852	4,713	10,777	1,796	61,012	10,169
Total	3,059,738	764,935	606,594	151,649	349,819	58,303	2,026,074	337,679

Data Source:

Individuals Under 185% FPL (
Families Under 185% FPL (SI
Unemployment
SNAP Enrollment
Medical Assistance Enrollment

Medical Assist		Total	County	Total Fund		
MA Total	MA at 16.67%	Number	%	State FY25-26	Quarterly Amount	Admin. Allowance (8%)
16,491	2,749	10,359	0.568322%	\$ 131,782.44	\$ 32,945.61	\$ 10,542.60
251,249	41,875	152,855	8.385718%	\$ 1,944,480.36	\$ 486,120.09	\$ 155,558.43
15,075	2,512	9,682	0.531142%	\$ 123,161.28	\$ 30,790.32	\$ 9,852.90
36,477	6,080	22,082	1.211446%	\$ 280,910.04	\$ 70,227.51	\$ 22,472.80
11,260	1,877	7,268	0.398731%	\$ 92,457.80	\$ 23,114.45	\$ 7,396.62
102,928	17,155	60,871	3.339405%	\$ 774,341.24	\$ 193,585.31	\$ 61,947.30
34,029	5,671	20,022	1.098405%	\$ 254,698.16	\$ 63,674.54	\$ 20,375.85
14,288	2,381	9,506	0.521517%	\$ 120,929.44	\$ 30,232.36	\$ 9,674.36
91,566	15,261	51,222	2.810047%	\$ 651,593.72	\$ 162,898.43	\$ 52,127.50
27,109	4,518	17,844	0.978904%	\$ 226,988.36	\$ 56,747.09	\$ 18,159.07
35,618	5,936	21,625	1.186378%	\$ 275,097.24	\$ 68,774.31	\$ 22,007.78
1,375	229	954	0.052310%	\$ 12,129.68	\$ 3,032.42	\$ 970.37
15,095	2,516	9,707	0.532529%	\$ 123,482.84	\$ 30,870.71	\$ 9,878.63
15,203	2,534	15,404	0.845071%	\$ 195,955.00	\$ 48,988.75	\$ 15,676.40
61,367	10,228	37,463	2.055219%	\$ 476,564.16	\$ 119,141.04	\$ 38,125.13
8,075	1,346	5,641	0.309490%	\$ 71,764.56	\$ 17,941.14	\$ 5,741.16
19,721	3,287	12,746	0.699247%	\$ 162,141.40	\$ 40,535.35	\$ 12,971.31
9,153	1,526	6,034	0.331053%	\$ 76,764.64	\$ 19,191.16	\$ 6,141.17
13,236	2,206	9,979	0.547456%	\$ 126,944.20	\$ 31,736.05	\$ 10,155.54
19,768	3,295	13,657	0.749211%	\$ 173,727.08	\$ 43,431.77	\$ 13,898.17
45,221	7,537	26,336	1.444783%	\$ 335,016.20	\$ 83,754.05	\$ 26,801.30
80,181	13,363	44,781	2.456697%	\$ 569,658.88	\$ 142,414.72	\$ 45,572.71
132,297	22,049	72,965	4.002909%	\$ 928,194.52	\$ 232,048.63	\$ 74,255.56
6,335	1,056	4,090	0.224392%	\$ 52,031.92	\$ 13,007.98	\$ 4,162.55
78,614	13,102	47,867	2.626012%	\$ 608,919.76	\$ 152,229.94	\$ 48,713.58
40,947	6,824	24,526	1.345491%	\$ 311,992.48	\$ 77,998.12	\$ 24,959.40
1,036	173	725	0.039753%	\$ 9,217.84	\$ 2,304.46	\$ 737.43
31,340	5,223	19,531	1.071459%	\$ 248,449.80	\$ 62,112.45	\$ 19,875.98
3,313	552	2,118	0.116196%	\$ 26,943.52	\$ 6,735.88	\$ 2,155.48
9,813	1,635	5,552	0.304596%	\$ 70,629.72	\$ 17,657.43	\$ 5,650.38
9,379	1,563	5,878	0.322483%	\$ 74,777.32	\$ 18,694.33	\$ 5,982.19
18,803	3,134	12,619	0.692308%	\$ 160,532.36	\$ 40,133.09	\$ 12,842.59
10,625	1,771	7,669	0.420714%	\$ 97,555.08	\$ 24,388.77	\$ 7,804.41
4,268	711	3,088	0.169391%	\$ 39,278.36	\$ 9,819.59	\$ 3,142.27
60,731	10,122	35,841	1.966247%	\$ 455,933.44	\$ 113,983.36	\$ 36,474.68
103,056	17,176	61,068	3.350199%	\$ 776,844.12	\$ 194,211.03	\$ 62,147.53
23,003	3,834	14,281	0.783471%	\$ 181,671.20	\$ 45,417.80	\$ 14,533.70

30,394	5,066	18,784	1.030479%	\$ 238,947.36	\$ 59,736.84	\$ 19,115.79
98,447	16,408	57,907	3.176798%	\$ 736,635.88	\$ 184,158.97	\$ 58,930.87
102,543	17,091	60,097	3.296968%	\$ 764,500.96	\$ 191,125.24	\$ 61,160.08
27,611	4,602	17,548	0.962678%	\$ 223,225.76	\$ 55,806.44	\$ 17,858.06
10,429	1,738	6,658	0.365276%	\$ 84,700.28	\$ 21,175.07	\$ 6,776.02
27,906	4,651	17,040	0.934806%	\$ 216,762.92	\$ 54,190.73	\$ 17,341.03
10,931	1,822	7,670	0.420769%	\$ 97,567.96	\$ 24,391.99	\$ 7,805.44
39,057	6,510	23,858	1.308871%	\$ 303,501.04	\$ 75,875.26	\$ 24,280.08
123,035	20,506	69,437	3.809324%	\$ 883,306.00	\$ 220,826.50	\$ 70,664.48
3,061	510	1,930	0.105894%	\$ 24,554.80	\$ 6,138.70	\$ 1,964.38
56,074	9,346	34,431	1.888896%	\$ 437,997.28	\$ 109,499.32	\$ 35,039.78
25,543	4,257	15,461	0.848176%	\$ 196,675.16	\$ 49,168.79	\$ 15,734.01
8,141	1,357	5,294	0.290415%	\$ 67,341.52	\$ 16,835.38	\$ 5,387.32
690,928	115,155	389,520	21.369236%	\$ 4,955,098.36	\$ 1,238,774.59	\$ 396,407.87
11,255	1,876	7,121	0.390687%	\$ 90,592.40	\$ 22,648.10	\$ 7,247.39
3,756	626	2,515	0.137983%	\$ 31,995.56	\$ 7,998.89	\$ 2,559.64
36,787	6,131	22,486	1.233613%	\$ 286,050.24	\$ 71,512.56	\$ 22,884.02
6,625	1,104	4,722	0.259047%	\$ 60,067.72	\$ 15,016.93	\$ 4,805.42
15,543	2,591	10,351	0.567840%	\$ 131,670.76	\$ 32,917.69	\$ 10,533.66
1,199	200	745	0.040887%	\$ 9,480.92	\$ 2,370.23	\$ 758.47
8,997	1,500	5,832	0.319929%	\$ 74,185.08	\$ 18,546.27	\$ 5,934.81
9,875	1,646	6,522	0.357792%	\$ 82,964.72	\$ 20,741.18	\$ 6,637.18
5,708	951	3,895	0.213667%	\$ 49,545.12	\$ 12,386.28	\$ 3,963.61
13,698	2,283	8,702	0.477372%	\$ 110,693.08	\$ 27,673.27	\$ 8,855.45
8,768	1,461	5,812	0.318854%	\$ 73,935.96	\$ 18,483.99	\$ 5,914.88
44,881	7,480	25,942	1.423191%	\$ 330,009.56	\$ 82,502.39	\$ 26,400.76
10,415	1,736	7,129	0.391086%	\$ 90,685.00	\$ 22,671.25	\$ 7,254.80
68,507	11,418	42,598	2.336919%	\$ 541,884.80	\$ 135,471.20	\$ 43,350.78
5,946	991	3,585	0.196699%	\$ 45,610.60	\$ 11,402.65	\$ 3,648.85
97,341	16,224	55,361	3.037144%	\$ 704,253.04	\$ 176,063.26	\$ 56,340.24
3,061,445	510,241	1,822,806	100.000000%	\$ 23,188,000.00	\$ 5,797,000.00	\$ 1,855,040.00

^SFPP Eligibility)

^PP Eligibility)

American Community Survey (Table C17002: Ratio of Income to Poverty Level in the Past 12 Months)

American Community Survey (Table B17026: Ratio of Income to Poverty Level of Families in the Past 12 Months)

American Community Survey (Table A17005: Unemployment Rate for Civilian Population in Labor Force 16 Years and Over)

PA Department of Human Services (2024 Annual Average)

PA Department of Human Services (2024 Annual Average)

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On motion of Commissioner _____, seconded by Commissioner _____, it was agreed by County of Lancaster that the following mortgages have been fully satisfied by Lancaster Baseball Club LLC.

1. Lime Spring Properties, LP, East Hempfield Township
2. Elway Properties Lancaster LP
3. 53 West James, LP
4. PF Partners, LLC

Mortgages on these four properties have been held by the County per the terms of the agreement with the Lancaster Baseball Club.

The County of Lancaster further authorizes that the Chief Clerk and/or Deputy Chief Clerk sign all mortgage satisfaction pieces.

Prepared By & Return To:

Brubaker Connaughton Goss & Lucarelli LLC
480 New Holland Avenue, Suite 6205
Lancaster, PA 17602
(717) 945-5745
File No. 1002-101

**Parcel IDs: 290-56128-0-0000
290-57689-0-0000
290-58648-0-0000**

**Premises: 712, 716 & 718 Rohrerstown Road
East Hempfield Township
Lancaster County, Pennsylvania**

MORTGAGE SATISFACTION PIECE

Name of Mortgagor: LIME SPRING PROPERTIES, LP
Name of Mortgagee: COUNTY OF LANCASTER, PENNSYLVANIA
Date of Mortgage: NOVEMBER 7, 2019
Original Mortgage Debt: \$225,000.00

Mortgage RECORDED November 12, 2019 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (the “**Recorder’s Office**”), at Document No. 6490191 (the “**Mortgage**”), together with the following amendments (collectively referred to herein as, the “**Amendments**”):

1. Amendment of Mortgage dated April 11, 2020 and RECORDED June 29, 2020 in the Recorder’s Office at Document No. 6529734, which increased the amount secured by the Mortgage to \$450,000; and
2. Amendment of Mortgage dated November 4, 2020 and RECORDED November 12, 2020 in the Recorder’s Office at Document No. 6559431, further increasing the amount secured by the Mortgage to \$552,000.

Brief DESCRIPTION or Statement of LOCATION of Mortgaged Premises:

712, 716 & 718 Rohrerstown Road, East Hempfield Township
Lancaster County, Pennsylvania

The undersigned hereby certifies that the debt secured by the above-mentioned Mortgage and the related Amendments has been fully paid or otherwise discharged and that upon the recording hereof, said Mortgage and Amendments shall be and are hereby fully and forever satisfied and discharged.

In Witness Whereof the undersigned has executed this Mortgage Satisfaction Piece this ___ day of November, 2025.

COUNTY OF LANCASTER, PENNSYLVANIA

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF LANCASTER :

ON THIS, the ___ day of November, 2025, before me, the undersigned Notary Public, personally appeared, _____, who acknowledged him/herself to be the _____ of County of Lancaster, Pennsylvania, and that he/she as such _____, being authorized to do so, executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Prepared By: McNees Wallace & Nurick LLC

**Return To: McNees Wallace & Nurick LLC
Attn: Claudia Shank, Esq.
570 Lausch Lane, Suite 200
Lancaster, PA 17601**

Parcel ID: 290-55445-0-0000

MORTGAGE

Amount Secured Hereby: \$223,400.00

THIS MORTGAGE is made this _____ day of _____, 2021 (but effective May 10, 2021) by and between **LIME SPRING PROPERTIES, LP**, a Pennsylvania limited partnership (“**Mortgagor**”), and the **COUNTY OF LANCASTER, PENNSYLVANIA** (“**Mortgagee**”).

BACKGROUND:

A. Mortgagor is owned indirectly (through one or more intermediary entities) by one or more individuals who also own indirectly (through one or more intermediary entities) Lancaster Baseball Club, LLC, a Pennsylvania limited liability company (the “**Club**”);

B. The Club and Mortgagee are parties to that certain Loan Agreement dated February 17, 2017 (the “**Loan Agreement**”) setting forth the terms of an agreement by which Mortgagee shall pay a portion of the Club’s debt service on the outstanding principal amount of the Federally Taxable Guaranteed Multi-Purpose Stadium Facility Revenue Bonds, Series of 2013 (the “**2013 Bonds**”) issued by the Redevelopment Authority of the County of Lancaster (the “**Redevelopment Authority**”);

C. Mortgagee’s debt service payments on the 2013 Bonds are expected to lessen the rent that the Club must pay to lease Clipper Magazine Stadium under that certain Lease Agreement dated May 4, 2004, as amended, between the Club, as tenant, and the Redevelopment Authority, as landlord, and, as such, the individuals who indirectly own the Club will benefit from the security afforded to Mortgagor under this Mortgage;

D. Moneys advanced to the Club by Mortgagee for debt service on the 2013 Bonds constitute a loan (the “**Loan**”), which must be repaid by the Club in accordance with terms of the Loan Agreement and a promissory note dated February 17, 2017 (the “**Note**”), made by the Club in favor of Mortgagee;

E. In connection with up to twelve (12) advances of the Loan (the “**Advances**”), Mortgagor is indebted to Mortgagee in the principal sum not to exceed Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00), plus accrued interest, as evidenced by the Note, providing that the entire principal sum so advanced, and all other amounts evidenced thereby, shall be due and payable in full on or before January 1, 2032 (the “**Maturity Date**”);

F. Mortgagor is the owner of all that certain real property described on the attached Exhibit A (the “**Premises**”); and

G. This Mortgage shall be security for the payment of the Note.

NOW, THEREFORE, in consideration of the indebtedness described above and the covenants contained herein, and intending to be legally bound hereby, Mortgagor hereby grants, conveys and mortgages unto Mortgagee the Premises.

TO HAVE AND TO HOLD the Premises unto Mortgagee forever; provided, however, that if the indebtedness and other sums payable under the Note are paid in full to Mortgagee in accordance with the terms and conditions described in the Note and the Loan Agreement, then the estate and interest hereby granted shall cease, terminate and become null and void.

MORTGAGOR COVENANTS AND WARRANTIES TO MORTGAGEE AS FOLLOWS:

1. **Incorporation**. The background recitals above are hereby incorporated into this Mortgage by reference as if set forth in full. This Mortgage, the Note and the Loan Agreement shall together be known as the “**Loan Documents**”. Terms used but not defined herein shall have the meanings set forth in the Note or the Loan Agreement.

2. **Title**. Mortgagor has good and marketable fee simple title to the Premises.

3. **Conveyances**. Mortgagor shall not sell, convey, assign or otherwise transfer any right, title or interest in the Premises without obtaining Mortgagee’s prior written consent; provided that no such consent shall be required in connection with any lease or other occupancy agreement or other transactions in the ordinary course of business conducted on the Premises.

4. **Encumbrances**. Mortgagor shall not suffer or permit any lien, lis pendens, attachment, cloud on title or assessment (other than current taxes not delinquent, existing liens and encumbrances reasonably acceptable to Mortgagee, and conveyances permitted in Section 3 above) to encumber the Premises without obtaining Mortgagee’s prior written consent, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, it shall not be a violation of the foregoing limitation on encumbrances if, and for so long as, Mortgagor contests in good faith of any involuntary encumbrance. Mortgagor, at Mortgagor’s sole expense, shall obtain a title report, but shall have no obligation to provide a title insurance policy, with respect to the Premises from a title company acceptable to Mortgagee (the “**Title Report**”) and provide Mortgagee with a copy of the Title Report at the times required in the Note or Loan Agreement including prior to an Advance Date or prior to an annual review date or prior to the date of any amendment hereto for purposes of substituting the Premises, as set forth in Section 5 below.

5. **Substitution or Addition of Premises**. Upon the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, Mortgagor shall have the right to substitute other real property for the Premises, or to add additional real property thereto. This provision shall allow for the value of the Premises to be modified in accordance with the level of

debt incurred and outstanding under the Advances at the time of any substitution, addition or annual review. Any substitution of, or addition to, the Premises shall be accomplished by the execution and recording of either (i) a written amendment to, or modification of, this Mortgage, (ii) an additional mortgage securing payment of the Note, or (iii) a satisfaction of this Mortgage and the execution, delivery and recording of a replacement mortgage securing payment of the Note.

6. Insurance. Mortgagor will keep any and all buildings on the Premises insured against loss under a fire and extended coverage insurance policy for the full insurable value thereof and will also provide liability insurance coverage with companies and in amounts satisfactory to Mortgagee, with a standard mortgage clause in favor of Mortgagee.

7. Taxes and Assessments. Mortgagor will pay any tax, assessment or other lienable charge assessed against or imposed upon the Premises prior to delinquency, and will deliver receipts therefor to Mortgagee immediately upon demand.

8. Maintenance of Premises. Mortgagor shall (i) abstain from (and not permit) the commission of waste in or about the Premises; (ii) maintain the Premises in good condition and repair (reasonable wear and tear and casualty loss excepted, as well as any governmental taking or condemnation of the Premises); and (iii) comply with all state, federal and local laws, rules, regulations, ordinances, orders, policies, or requirements of common law relating to or affecting the Premises. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour, after reasonable prior notice to Mortgagor, to inspect the order, condition and repair thereof.

9. Environmental Compliance. Mortgagor shall cause all activities at the Premises during the term of this Mortgage to be conducted in material compliance with all Environmental Statutes (as defined below). Mortgagor shall cause all permits, licenses, or approvals then legally required for the current operational activities of the Premises to be obtained, and shall cause all notifications to be made, as required by Environmental Statutes. Mortgagor shall, at all times, cause compliance with the terms and conditions of any such approvals or notifications. The term “**Environmental Statutes**” as used in this Mortgage shall mean and include any and all federal, state and local laws, rules, regulations, ordinances, orders, policies or requirements of common law relating to or affecting the Premises (or its use, condition or operations thereon) affecting or relating to the health and safety of the public or the protection of the environment.

10. Eminent Domain. If any part of the Premises is condemned, Mortgagor shall substitute or add real property pursuant to Section 5 above, or apply all condemnation proceeds first to pay the Note secured hereby, and no settlement for the damages sustained thereby shall be made by Mortgagor without Mortgagee’s prior reasonable written approval thereof. Nothing in this covenant or elsewhere in this Mortgage shall limit rights otherwise available at law to Mortgagee, including, but not limited to, rights to intervene as a party to any condemnation proceeding. Any and all compensation, awards, damages, claims, rights of action and proceeds hereunder are hereby assigned by Mortgagor to Mortgagee, to be applied as herein provided, unless other real property shall be substituted or added to the Premises in accordance with the

provisions of Section 5 above. Mortgagor agrees to execute any assignment agreements that Mortgagee may require in furtherance thereof.

11. Default. Any default by the Club under the Loan Documents, or the occurrence of a default under any other written document between Mortgagor and Mortgagee relating to the Loan, whether now existing or hereafter created, after the giving of any required notice and/or the expiration of any applicable cure period, shall constitute an event of default hereunder (“**Event of Default**”).

12. Remedies. Upon the occurrence of any Event of Default, in addition to Mortgagee’s rights and remedies under the Loan Documents, including the right of acceleration as set forth in the Loan Agreement and the Note, Mortgagee shall be entitled to the following remedies without notice or demand:

(a) Foreclosure. Institute an action of mortgage foreclosure, or take such other action as the law may allow in rem or in personam, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, together with all other sums secured by this Mortgage, all costs of suit, interest on any judgment obtained by Mortgagee from and after the date of any sheriff’s sale of the Premises (which may be sold in one parcel or in such parcels, manner or otherwise as Mortgagee shall elect) until actual payment is made by the sheriff of the full amount due Mortgagee, including all accrued interest and all other amounts due hereunder or under any of the other Loan Documents, together with costs of suit and an attorney’s commission of the greater of 5% of such principal and interest or \$5,000 added as a reasonable attorney’s fee.

(b) Possession. Enter into possession of the Premises with or without legal action, and by force if necessary, and lease the Premises, collect all rents and profits therefrom and, after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, assessments, and all other carrying charges (including but not limited to agents’ compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Premises, or on account and in reduction of the principal or interest hereby secured, in such order and amounts as Mortgagee, in Mortgagee’s sole discretion, may elect.

(c) Sale of Premises. Sell the Premises to the highest bidder or bidders at public auction at a sale or sales held at such place or places and time or times and upon such notice, or otherwise in such manner, as may be required by law; or, in the absence of any such requirement, as Mortgagee may deem appropriate, and from time to time adjourn such sale by announcement at the time and place specified for such sale or for such adjourned sale or sales without further notice except such as may be required by law.

(d) Receiver. Have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee.

(e) Confession of Judgment. MORTGAGOR HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR MORTGAGOR TO SIGN AN AGREEMENT FOR ENTERING AN AMICABLE ACTION OF EJECTMENT FOR POSSESSION OF THE PREMISES, AND TO CONFESS JUDGMENT THEREIN AGAINST MORTGAGOR IN FAVOR OF MORTGAGEE, WHEREUPON A WRIT MAY FORTHWITH ISSUE FOR THE IMMEDIATE POSSESSION OF THE PREMISES, WITHOUT ANY PRIOR NOTICE, HEARING OR PROCEEDING WHATSOEVER; AND FOR SO DOING THIS MORTGAGE OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT.

MORTGAGOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR MORTGAGOR IN ANY ACTION BROUGHT AGAINST MORTGAGOR ON THIS MORTGAGE, WITH OR WITHOUT DECLARATION FILED, AS OF ANY TERM, AND THEREIN TO CONFESS OR ENTER JUDGMENT AGAINST MORTGAGOR FOR THE ENTIRE UNPAID PRINCIPAL OF THE LOAN, ALL ARREARAGES OF INTEREST THEREON, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES, AND ANY OTHER SUMS SECURED BY THIS MORTGAGE; AND FOR SO DOING, THIS MORTGAGE, OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT.

THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL THE AMOUNTS DUE HEREUNDER AND THE PERFORMANCE OF ALL OTHER COVENANTS IN THIS MORTGAGE AND THE LOAN DOCUMENTS.

13. Attorneys' Fees. In the event Mortgagee retains an attorney to institute an action to foreclose on this Mortgage, or exercises any of the remedies described in this Mortgage or available at law or in equity, Mortgagor agrees to pay the costs of suit and an attorney's commission equal to the greater of 5% of such principal and interest due hereunder or \$5,000 added as a reasonable attorney's fee; and in the event of any foreclosure or other proceedings under or with respect to this Mortgage, Mortgagor hereby waives all rights and benefits under any and all laws or rules of court now or hereafter in effect granting or permitting any exemption or stay of execution against the Premises or any other property whatsoever.

14. Cumulative Remedies. The rights and remedies of Mortgagee under this Mortgage shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Mortgagee, shall be in addition to all other remedies available at law and equity, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

15. Waivers. Mortgagor hereby waives and releases (i) all procedural errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage or the Loan

Documents; (ii) all benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the Premises, or any part of the proceeds arising from any sale thereof from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and (iii) all notices not herein or elsewhere specifically required of Mortgagor's default or of Mortgagee's exercise, or election to exercise, any option under this Mortgage or the Loan Documents.

16. Waiver of Jury Trial. MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHTS MORTGAGOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

17. Binding Effect. This Mortgage shall bind Mortgagor, its heirs, successors and assigns, and shall inure to the benefit of Mortgagee, its successors and assigns; provided, however, that Mortgagor may not assign this Mortgage in whole or in part without Mortgagee's prior written consent, and, subject to such limitations as are set forth in the Loan Documents, Mortgagee shall have the right at any time to assign this Mortgage in whole or in part.

18. Cooperation. At any time, and from time to time, upon request by Mortgagee, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered to Mortgagee any and all other further instruments, certificates and other documents as may, in the reasonable opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, perfect or continue and preserve the obligation of Mortgagor under this Mortgage. Upon any failure by Mortgagor so to do, Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do.

19. Construction. The terms "Mortgagor" and "Mortgagee" each includes the singular or plural, together with the respective heirs, successors, executors, administrators and assigns of Mortgagor and Mortgagee, as the case may be.

20. Governing Law. This Mortgage and all disputes arising hereunder shall be interpreted and the rights and liabilities of Mortgagor and Mortgagee determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding the conflict of law principles of any jurisdiction that would result in the application of law other than that of the Commonwealth of Pennsylvania.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Mortgagor acknowledges that it has read and understands all the provisions of this Mortgage, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS:

MORTGAGOR:

LIME SPRING PROPERITES, LP, a
Pennsylvania limited partnership

By: Lime Spring Properties GP, LLC, its
general partner

By: _____
Name:

By: _____ (Seal)
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF LANCASTER :

On this, the _____ day of _____ 2021, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged himself to be a Member of Lime Spring Properties GP, LLC, the general partner of Lime Spring Properties, LP (the “General Partner”) and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of General Partner by himself as such officer and further acknowledges that he executed the same with the knowledge and intent that the foregoing instrument contains a grant by him of powers of attorney including a warrant of attorney conferring authority to confess judgment.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public (SEAL)

My Commission Expires:

CERTIFICATION OF ADDRESS

I hereby certify that the address of Mortgagee is:

150 N. Queen Street
Lancaster, PA 17603

Attorney or Agent for Mortgagee

[ACKNOWLEDGEMENT]

EXHIBIT A

Legal Description of the Premises

ALL THAT CERTAIN tract of land situate south of Marietta Avenue (S.R. 0023) in East Hempfield Township, Lancaster County, Pennsylvania, being Lot 1, as shown on the Subdivision Plan entitled "Final Subdivision & Land Development Plan for Lime Spring Village (Lime Spring Farms Phase 3)" prepared by RETTEW Associates, Inc., drawing number 068282009, dated April 3, 2019, last revised September 1, 2020, and being more fully bounded and described as follows:

BEGINNING at a point along the northerly line of lands now or formerly of Pennsylvania Lines LLC c/o Norfolk Southern Railway Company, said point being a corner of Lot 2; thence along Lot 2 the following three (3) courses and distances: 1) N 28° 07' 44" W a distance of 85.76' to a point, 2) N 83°35'50" W a distance of 73.48' to a point and 3) N 06°24'10" E a distance of 167.57' to a point on the southerly right-of-way line of Marietta Avenue (variable width); thence along the same the following two (2) courses and distances: 1) S 61°47'45" E a distance of 23.39' to a point and 2) S 83°35'50" E a distance of 165.23' to a point; thence continuing along said right-of-way line and along lands now or formerly of William McMichael respectively, S 29°20'44" E a distance of 152.36' to a point along the northerly line of lands now or formerly of Pennsylvania Lines LLC c/o Norfolk Southern Railway Company; thence along the same S 61° 52' 16" W a distance of 186.78' to THE POINT AND PLACE OF BEGINNING.

CONTAINING: 42,878 Square feet (0.984 Acres).

Prepared By & Return To:

Brubaker Connaughton Goss & Lucarelli LLC
480 New Holland Avenue, Suite 6205
Lancaster, PA 17602
(717) 945-5745
File No. 1002-101

Parcel ID: 300-30509-0-0000

**Premises: 3706 Electronics Way
West Hempfield Township
Lancaster County, Pennsylvania**

MORTGAGE SATISFACTION PIECE

Name of Mortgagor: ELWAY PROPERTIES LANCASTER, LP
Name of Mortgagee: COUNTY OF LANCASTER, PENNSYLVANIA
Date of Mortgage: MAY 9, 2018 (effective as of MAY 10, 2018)
Original Mortgage Debt: \$225,000.00

Mortgage RECORDED May 24, 2018 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (the “**Recorder’s Office**”), at Document No. 6398625 (the “**Mortgage**”), together with the following amendments (collectively referred to herein as, the “**Amendments**”):

1. Amendment of Mortgage dated May 7, 2019 (effective as of May 10, 2019) and RECORDED May 13, 2019 in the Recorder’s Office at Document No. 6456655, which increased the amount secured by the Mortgage to \$675,000; and
2. Second Amendment of Mortgage dated May 6, 2021 (effective as of May 10, 2021) and RECORDED May 11, 2021 in the Recorder’s Office at Document No. 6601787, further increasing the amount secured by the Mortgage to \$711,300.

Brief DESCRIPTION or Statement of LOCATION of Mortgaged Premises:

3706 Electronics Way, West Hempfield Township
Lancaster County, Pennsylvania

The undersigned hereby certifies that the debt secured by the above-mentioned Mortgage and the related Amendments has been fully paid or otherwise discharged and that upon the recording hereof, said Mortgage and Amendments shall be and are hereby fully and forever satisfied and discharged.

[Signature Page Follows]

In Witness Whereof the undersigned has executed this Mortgage Satisfaction Piece this ___ day of November, 2025.

COUNTY OF LANCASTER, PENNSYLVANIA

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF LANCASTER :

ON THIS, the ___ day of November, 2025, before me, the undersigned Notary Public, personally appeared, _____, who acknowledged him/herself to be the _____ of County of Lancaster, Pennsylvania, and that he/she as such _____, being authorized to do so, executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

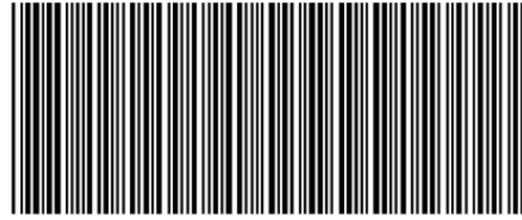
Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6398625

RECORDED DATE: 05/24/2018 01:56:22 PM



3949264-0021X

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 12

Document Type: MORTGAGE - CORPORATE
Transaction Reference: 02063-0013
Document Reference: 02063-0013

Transaction #: 3805231 - 1 Doc(s)
Document Page Count: 11
Operator Id: lgordon

RETURN TO: (Email)
 David Evenhuis, Esq.
 100 Pine Street
 Harrisburg, PA 17101
 717-237-5421

SUBMITTED BY:
 David Evenhuis, Esq.
 100 Pine Street
 Harrisburg, PA 17101

*** PROPERTY DATA:**

Parcel ID #:

Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MORTGAGE - CORPORATE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$40.25
EXTRA PAGE FEE	\$14.00
Total:	\$84.25

INSTRUMENT # : 6398625

RECORDED DATE: 05/24/2018 01:56:22 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Ann M. Hess
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Prepared By: McNees Wallace & Nurick LLC

Return To: McNees Wallace & Nurick LLC
Attn: David Evenhuis
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Property: 3706 Electronics Way
West Hempfield Township
Lancaster County, Pennsylvania

Parcel ID: 300-30509-0-0000

MORTGAGE

Amount Secured Hereby: \$225,000.00

THIS MORTGAGE is made this 9th day of May, 2018 (but effective as of May 10, 2018) by and between **ELWAY PROPERTIES LANCASTER, LP**, a Pennsylvania limited partnership ("**Mortgagor**"), and **COUNTY OF LANCASTER, PENNSYLVANIA** ("**Mortgagee**").

BACKGROUND:

A. Mortgagor is owned indirectly (through one or more intermediary entities) by one or more individuals who also own indirectly (through one or more intermediary entities) Lancaster Baseball Club, LLC, a Pennsylvania limited liability company (the "**Club**");

B. The Club and Mortgagee are parties to that certain Loan Agreement dated February 17, 2017 (the "**Loan Agreement**") setting forth the terms of an agreement by which Mortgagee shall pay a portion of the Club's debt service on the outstanding principal amount of the Federally Taxable Guaranteed Multi-Purpose Stadium Facility Revenue Bonds, Series of 2013 (the "**2013 Bonds**") issued by the Redevelopment Authority of the County of Lancaster (the "**Redevelopment Authority**");

C. Mortgagee's debt service payments on the 2013 Bonds are expected to lessen the rent that the Club must pay to lease Clipper Magazine Stadium under that certain Lease Agreement dated May 4, 2004, as amended, between the Club, as tenant, and the Redevelopment Authority, as landlord, and, as such, the individuals who indirectly own the Club will benefit from the security afforded to Mortgagor under this Mortgage;

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date or prior to the date of any amendment hereto for purposes of substituting the Premises, as set forth in Section 5 below.

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6. **Insurance.** Mortgagor will keep any and all buildings on the Premises insured against loss under a fire and extended coverage insurance policy for the full insurable value thereof and will also provide liability insurance coverage with companies and in amounts satisfactory to Mortgagee, with a standard mortgagee clause in favor of Mortgagee.

7. **Taxes and Assessments.** Mortgagor will pay any tax, assessment or other lienable charge assessed against or imposed upon the Premises prior to delinquency, and will deliver receipts therefor to Mortgagee immediately upon demand.

8. **Maintenance of Premises.** Mortgagor shall (i) abstain from (and not permit) the commission of waste in or about the Premises; (ii) maintain the Premises in good condition and repair (reasonable wear and tear and casualty loss excepted, as well as any governmental taking or condemnation of the Premises); and (iii) comply with all state, federal and local laws, rules, regulations, ordinances, orders, policies, or requirements of common law relating to or affecting the Premises. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour, after reasonable prior notice to Mortgagor, to inspect the order, condition and repair thereof.

9. **Environmental Compliance.** Mortgagor shall cause all activities at the Premises during the term of this Mortgage to be conducted in material compliance with all Environmental Statutes (as defined below). Mortgagor shall cause all permits, licenses, or approvals then legally required for the current operational activities of the Premises to be obtained, and shall cause all notifications to be made, as required by Environmental Statutes. Mortgagor shall, at all times, cause compliance with the terms and conditions of any such approvals or notifications. The term "**Environmental Statutes**" as used in this Mortgage shall mean and include any and all federal, state and local laws, rules, regulations, ordinances, orders, policies or requirements of common law relating to or affecting the Premises (or its use, condition or operations thereon) affecting or relating to the health and safety of the public or the protection of the environment.

10. **Eminent Domain.** If any part of the Premises is condemned, Mortgagor shall substitute or add real property pursuant to Section 5 above, or apply all condemnation proceeds first to pay the Note secured hereby, and no settlement for the damages sustained thereby shall

be made by Mortgagor without Mortgagee's prior reasonable written approval thereof. Nothing in this covenant or elsewhere in this Mortgage shall limit rights otherwise available at law to Mortgagee, including, but not limited to, rights to intervene as a party to any condemnation proceeding. Any and all compensation, awards, damages, claims, rights of action and proceeds hereunder are hereby assigned by Mortgagor to Mortgagee, to be applied as herein provided, unless other real property shall be substituted or added to the Premises in accordance with the provisions of Section 5 above. Mortgagor agrees to execute any assignment agreements that Mortgagee may require in furtherance thereof.

11. Default. Any default by the Club under the Loan Documents, or the occurrence of a default under any other written document between Mortgagor and Mortgagee relating to the Loan, whether now existing or hereafter created, after the giving of any required notice and/or the expiration of any applicable cure period, shall constitute an event of default hereunder ("**Event of Default**").

12. Remedies. Upon the occurrence of any Event of Default, in addition to Mortgagee's rights and remedies under the Loan Documents, including the right of acceleration as set forth in the Loan Agreement and the Note, Mortgagee shall be entitled to the following remedies without notice or demand:

(a) **Foreclosure.** Institute an action of mortgage foreclosure, or take such other action as the law may allow in rem or in personam, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, together with all other sums secured by this Mortgage, all costs of suit, interest on any judgment obtained by Mortgagee from and after the date of any sheriff's sale of the Premises (which may be sold in one parcel or in such parcels, manner or otherwise as Mortgagee shall elect) until actual payment is made by the sheriff of the full amount due Mortgagee, including all accrued interest and all other amounts due hereunder or under any of the other Loan Documents, together with costs of suit and an attorney's commission of the greater of 5% of such principal and interest or \$5,000 added as a reasonable attorney's fee.

(b) **Possession.** Enter into possession of the Premises with or without legal action, and by force if necessary, and lease the Premises, collect all rents and profits therefrom and, after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, assessments, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Premises, or on account and in reduction of the principal or interest hereby secured, in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect.

(c) **Sale of Premises.** Sell the Premises to the highest bidder or bidders at public auction at a sale or sales held at such place or places and time or times and upon such notice, or otherwise in such manner, as may be required by law; or, in the absence of any such requirement, as Mortgagee may deem appropriate, and from time to time adjourn such sale by

under or with respect to this Mortgage, Mortgagor hereby waives all rights and benefits under any and all laws or rules of court now or hereafter in effect granting or permitting any exemption or stay of execution against the Premises or any other property whatsoever.

14. Cumulative Remedies. The rights and remedies of Mortgagee under this Mortgage shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Mortgagee, shall be in addition to all other remedies available at law and equity, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

15. Waivers. Mortgagor hereby waives and releases (i) all procedural errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage or the Loan Documents; (ii) all benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the Premises, or any part of the proceeds arising from any sale thereof from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and (iii) all notices not herein or elsewhere specifically required of Mortgagor's default or of Mortgagee's exercise, or election to exercise, any option under this Mortgage or the Loan Documents.

16. Waiver of Jury Trial. MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHTS MORTGAGOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

17. Binding Effect. This Mortgage shall bind Mortgagor, its heirs, successors and assigns, and shall inure to the benefit of Mortgagee, its successors and assigns; provided, however, that Mortgagor may not assign this Mortgage in whole or in part without Mortgagee's prior written consent, and, subject to such limitations as are set forth in the Loan Documents, Mortgagee shall have the right at any time to assign this Mortgage in whole or in part.

18. Cooperation. At any time, and from time to time, upon request by Mortgagee, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered to Mortgagee any and all other further instruments, certificates and other documents as may, in the reasonable opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, perfect or continue and preserve the obligation of Mortgagor under this Mortgage. Upon any failure by Mortgagor so to do, Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do.

19. Construction. The terms "Mortgagor" and "Mortgagee" each includes the singular or plural, together with the respective heirs, successors, executors, administrators and assigns of Mortgagor and Mortgagee, as the case may be.

20. **Governing Law.** This Mortgage and all disputes arising hereunder shall be interpreted and the rights and liabilities of Mortgagor and Mortgagee determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding the conflict of law principles of any jurisdiction that would result in the application of law other than that of the Commonwealth of Pennsylvania.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Mortgagor acknowledges that it has read and understands all the provisions of this Mortgage, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS:

MORTGAGOR:
ELWAY PROPERTIES LANCASTER, LP, a Pennsylvania limited partnership

By: Elway Properties Lancaster GP, LLC, its general partner

By: 
Name: Aaron J. Hughes
Title: CFO - Oak Tree Dev Grp

By: 
Name: Ian Ruzow
Title: Member

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Lancaster :

On this, the 9th day of May, 2018, before me, a notary public, the undersigned officer, personally appeared Tan Ruzow, who acknowledged her/himself to be a Member of Elway Properties Lancaster GP, LLC, the general partner of Elway Properties Lancaster, LP (the "General Partner"), and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the General Partner by himself as such officer and further acknowledges that he executed the same with the knowledge and intent that the foregoing instrument contains a grant by him of powers of attorney including a warrant of attorney conferring authority to confess judgment.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer M. Rogers
Notary Public (SEAL)

My Commission Expires: 7/28/2021

Commonwealth of Pennsylvania-Notary Seal
Jennifer M Rogers, Notary Public
Dauphin County
My Commission Expires July 28, 2021
Commission number 1317075

CERTIFICATION OF ADDRESS

I hereby certify that the address of Mortgagee is:

150 N. Queen Street
Lancaster, PA 17603

[Signature]
Attorney or Agent for Mortgagee

EXHIBIT ALegal Description of the Premises

ALL THAT CERTAIN piece, parcel, or tract of land situated on the East side of Electronics Way, located in West Hempfield Township, Lancaster County, Pennsylvania, being known as Lot 2, as shown on a Revised/Final Subdivision / Land Development Plan for Donnerville Road Project, prepared by David Miller Associates, Inc., recorded in The Lancaster County Recorder of Deeds Office, Document No. 2017-0308-J, said tract being more fully bounded and described as follows:

BEGINNING at a point in Electronics Way, said point being a corner of Lot 2; thence extending along Lot 2, South seventy-six (76) degrees two (02) minutes twenty (20) seconds East, a distance of two hundred fifty-two and nine hundredths (252.09) feet to a point, a corner of lands now or formerly of Timothy H. & Joanne M. Reist; thence extending along the same and along lands now or formerly of Majik Properties, LLC respectively, South twelve (12) degrees thirty-seven (37) minutes fifty-five (55) seconds East, a distance of six hundred nine and zero hundredths (609.00) feet to a point in line of lands now or formerly of Pennsylvania Lines, Inc.; thence extending along the same the six following courses and distances: [1] South seventy-four (74) degrees thirty-three (33) minutes thirty-five (35) seconds West, a distance of two hundred thirty-five and seven hundredths (235.07) feet to a point; [2] North fifteen (15) degrees fifty-two (52) minutes twenty-five (25) seconds West, a distance of three and zero hundredths (3.00) feet to a point; [3] South seventy-four (74) degrees seven (07) minutes thirty-five (35) seconds West, a distance of ten and zero hundredths (10.00) feet to a point; [4] South fifteen (15) degrees fifty-two (52) minutes twenty-five (25) seconds East, a distance of three and zero hundredths (3.00) feet to a point; [5] South seventy-three (73) degrees thirty-three (33) minutes thirty-five (35) seconds West, a distance of two hundred and one hundredth (200.01) feet to a point; and [6] South seventy (70) degrees twenty-four (24) minutes thirty-five (35) seconds West, a distance of one hundred fifty-seven and seventeen hundredths (157.17) feet to a point, a corner of lands now or formerly of Clipper Magazine, LLC; thence extending along the same the three following courses and distances: [1] North fourteen (14) degrees three (03) minutes twenty-five (25) seconds West, a distance of two hundred sixty-two and twenty hundredths (262.20) feet to a point; [2] North twenty-six (26) degrees twenty-eight (28) minutes thirty-five (35) seconds East, a distance of five hundred thirty-four and seven hundredths (534.07) feet to a point; and [3] North fifty (50) degrees twenty-two (22) minutes eighteen (18) seconds West, a distance of thirty and zero hundredths (30.00) feet to a railroad spike in Electronics Way; thence extending in and along Electronics Way the two following courses and distances: [1] on a line curving to the left, having a radius of two hundred seventy-five and zero hundredths (275.00) feet, an arc length of sixty-three and thirty hundredths (63.30) feet, a chord bearing of North thirty-three (33) degrees two (02) minutes four (04) seconds East, and a chord distance of sixty-three and sixteen hundredths (63.16) feet to a point; and [2] North twenty-six (26) degrees twenty-six (26) minutes twenty-six (26) seconds East, a distance of twenty-eight and sixteen hundredths (28.16) feet to the place of BEGINNING

CONTAINING 7.68 Acres

[EXHIBIT A]

BEING a part of the same premises which Electronics Way LTD, a Pennsylvania limited liability company, by Deed date January 1, 2006 and recorded June 30, 2006 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania at Instrument Number 5535113, granted and conveyed to Elway Properties Lancaster, LP (incorrectly identified in the Deed as Elway Lancaster Properties, LP).

Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6456655

RECORDED DATE: 05/13/2019 11:22:12 AM



4017525-0021K

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 3

Document Type: MORTGAGE
 MODIFICATION/AMENDMENT
Transaction Reference: 02063-0013
Document Reference: 02063-0013

Transaction #: 3857624 - 1 Doc(s)
Document Page Count: 2
Operator Id: dixonj2

RETURN TO: (Email)
 David Evenhuis, Esq.
 100 Pine Street
 Harrisburg, PA 17101
 717-237-5421

SUBMITTED BY:
 David Evenhuis, Esq.
 100 Pine Street
 Harrisburg, PA 17101

*** PROPERTY DATA:**

Parcel ID #:

Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MORTGAGE MODIFICATION/AMENDMENT	\$53.25
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
Total:	\$58.75

INSTRUMENT # : 6456655

RECORDED DATE: 05/13/2019 11:22:12 AM

I hereby CERTIFY that this document is
 recorded in the Recorder of Deeds Office in
 Lancaster County, Pennsylvania.



Ann M. Hess
 Recorder of Deeds

PLEASE DO NOT DETACH**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Prepared By: McNees Wallace & Nurick LLC

Return To: McNees Wallace & Nurick LLC
Attn: David Evenhuis
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Property: 3706 Electronics Way
West Hempfield Township
Lancaster County, Pennsylvania

Parcel ID: 300-30509-0-0000

AMENDMENT OF MORTGAGE

Amount Secured Hereby: \$675,000.00

THIS AMENDMENT OF MORTGAGE (this "**Amendment**") is made this 7th day of May 2019 (but effective as of May 10, 2019) by and between **ELWAY PROPERTIES LANCASTER, LP**, a Pennsylvania limited partnership ("**Mortgagor**"), and **COUNTY OF LANCASTER, PENNSYLVANIA** ("**Mortgagee**").

BACKGROUND:

A. Mortgagor and Mortgagee are parties to that certain Mortgage dated May 9, 2018 (effective as of May 10, 2018) and recorded May 24, 2018 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania at Instrument Number 6398625 (the "**Mortgage**"); and

B. To secure additional advances from Mortgagee to Mortgagor, each in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00), made on or about November 10, 2018 and May 10, 2019, the parties desire to amend the Mortgage in accordance with this Amendment.

NOW, THEREFORE, in consideration of the indebtedness described above and the covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. **Incorporation**. The background recitals above are hereby incorporated into this Amendment by reference as if set forth in full.
2. **Amount Secured**. The amount secured by the Mortgage is hereby increased to Six Hundred Seventy-Five Thousand Dollars (\$675,000.00).
3. **Ratification**. Except as modified by this Amendment, the Mortgage is hereby ratified and confirmed, and otherwise remains of full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Mortgagor acknowledges that it has read and understands all the provisions of this Amendment and the Mortgage, including the confession of judgment and waiver of jury trial in the Mortgage, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS:

MORTGAGOR:
ELWAY PROPERTIES LANCASTER,
LP, a Pennsylvania limited partnership

By: Elway Properties Lancaster GP,
LLC, its general partner

By: [Signature]
Name: Aaron J Hughes
Title: CFO - Oak Tree Dev Grp

By: [Signature] (Seal)
Name: STEVEN ZUCKERMAN
Title: MEMBER

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Lancaster :

On this, the 7th day of May 2019, before me, a notary public, the undersigned officer, personally appeared Steven Zuckerman, who acknowledged himself to be a Member of Elway Properties Lancaster GP, LLC, the general partner of Elway Properties Lancaster, LP (the "General Partner"), and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the General Partner by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 7/28/2021

[Signature]
Notary Public (SEAL)

CERTIFICATION OF ADDRESS

I hereby certify that the address of Mortgagee is:

150 N. Queen Street
Lancaster, PA 17603

[Signature]
Attorney or Agent for Mortgagee

Commonwealth of Pennsylvania-Notary Seal
Jennifer M Rogers, Notary Public
Dauphin County
My Commission Expires July 28, 2021
Commission number 1317075

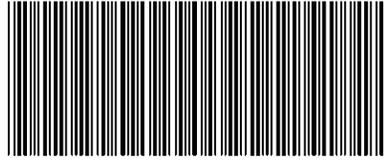
Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6601787

RECORDED DATE: 05/11/2021 03:29:48 PM



4184982-0016-

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 4

Document Type: MORTGAGE
 MODIFICATION/AMENDMENT
Transaction Reference: eSecureFile : 12107160
Document Reference:

Transaction #: 3990490 - 1 Doc(s)
Document Page Count: 3
Operator Id: dixonj2

RETURN TO: (Simplifile)
 McNees Wallace & Nurick LLC - WEST HEMPFIELD
 TOWNSHIP
 100 PINE ST
 HARRISBURG, PA 17101
 (717) 237-5271

SUBMITTED BY:
 McNees Wallace & Nurick LLC - WEST HEMPFIELD
 TOWNSHIP
 100 PINE ST
 HARRISBURG, PA 17101

*** PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
RECORDING FEE: MORTGAGE MODIFICATION/AMENDMENT	\$53.25
Total:	\$58.75

INSTRUMENT # : 6601787

RECORDED DATE: 05/11/2021 03:29:48 PM

I hereby CERTIFY that this document is
 recorded in the Recorder of Deeds Office in
 Lancaster County, Pennsylvania.



Ann M. Hess
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Prepared By: McNees Wallace & Nurick LLC

Return To: McNees Wallace & Nurick LLC
Attn: Claudia Shank, Esq.
570 Lausch Lane, Suite 200
Lancaster, PA 17601

Municipality: West Hempfield Township, Lancaster County, PA

Parcel ID: 300-30509-0-0000

SECOND AMENDMENT OF MORTGAGE

Amount Secured Hereby: \$711,300.00

THIS SECOND AMENDMENT OF MORTGAGE (this "**Amendment**") is made this 6th day of May 2021 (but effective as of May 10, 2021) by and between **ELWAY PROPERTIES LANCASTER, LP**, a Pennsylvania limited partnership ("**Mortgagor**"), and **COUNTY OF LANCASTER, PENNSYLVANIA** ("**Mortgagee**").

BACKGROUND:

A. Mortgagor and Mortgagee are parties to that certain Mortgage dated May 9, 2018 (effective as of May 10, 2018) and recorded May 24, 2018 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania at Instrument Number 6398625 (the "**Mortgage**"); and

B. To secure additional advances from Mortgagee to Mortgagor, the Mortgage was subsequently amended by Amendment of Mortgage dated May 7, 2019 (effective as of May 10, 2019) and recorded May 13, 2019 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania at Instrument No. 6456655.

C. To secure a further advance from Mortgagee to Mortgagor made on or about the date hereof, the parties desire to further amend the Mortgage in accordance with this Amendment

NOW, THEREFORE, in consideration of the indebtedness described above and the covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. **Incorporation.** The background recitals above are hereby incorporated into this Amendment by reference as if set forth in full.

2. **Amount Secured.** The amount secured by the Mortgage is hereby increased to Seven Hundred Eleven Thousand Three Hundred Dollars (\$711,300.00).

3. **Ratification.** Except as modified by this Amendment, the Mortgage is hereby ratified and confirmed, and otherwise remains of full force and effect.

Mortgagor acknowledges that it has read and understands all the provisions of this Amendment and the Mortgage, including the confession of judgment and waiver of jury trial in the Mortgage, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS:

**MORTGAGOR:
ELWAY PROPERTIES LANCASTER ,
LP, a Pennsylvania limited partnership**

By: Elway Properties Lancaster GP,
LLC, its general partner

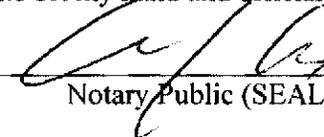
By: Judy Myers
Name: Judy Myers
Title:

By: [Signature] (Seal)
Name: Ian Rowan
Title: Member

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
 COUNTY OF LANCASTER :

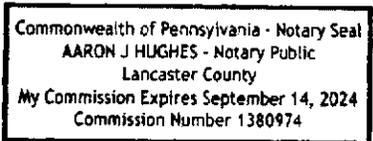
On this, the 6th day of May 2021, before me, a notary public, the undersigned officer, personally appeared Jan Ruzanski, who acknowledged himself to be a Member of Elway Properties Lancaster GP, LLC, the general partner of Elway Properties Lancaster, LP (the "General Partner"), and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the General Partner by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



 Notary Public (SEAL)

My Commission Expires: 9/14/2024



CERTIFICATION OF ADDRESS

I hereby certify that the address of Mortgagee is:

150 N. Queen Street
 Lancaster, PA 17603



 Attorney or Agent for Mortgagee

Lancaster County

Bonnie L. Bowman
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6366873

RECORDED DATE: 11/13/2017 01:05:09 PM



3912802-0023N

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 11

Document Type: MORTGAGE - CORPORATE**Transaction Reference:** 02063-0013**Document Reference:** 02063-0013**Transaction #:** 3776923 - 1 Doc(s)**Document Page Count:** 10**Operator Id:** lgordon**RETURN TO:** (Email)

David Evenhuis, Esq.
 100 Pine Street
 Harrisburg, PA 17101
 717-237-5421

SUBMITTED BY:

David Evenhuis, Esq.
 100 Pine Street
 Harrisburg, PA 17101

*** PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MORTGAGE - CORPORATE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$35.50
EXTRA PAGE FEE	\$12.00
Total:	\$77.50

INSTRUMENT # : 6366873

RECORDED DATE: 11/13/2017 01:05:09 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Bonnie L. Bowman

Bonnie L. Bowman
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Prepared By: McNees Wallace & Nurick LLC

Return To: McNees Wallace & Nurick LLC
Attn: David Evenhuis
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Property: 53 West James Street, City of Lancaster
Lancaster County, Pennsylvania

Parcel ID: 339-92183-0-0000

MORTGAGE

Amount Secured Hereby: \$175,000.00

THIS MORTGAGE is made this 27th day of October, 2017 (but effective as of November 10, 2017) by and between **53 WEST JAMES, LP**, a Pennsylvania limited partnership ("**Mortgagor**"), and **COUNTY OF LANCASTER, PENNSYLVANIA** ("**Mortgagee**").

BACKGROUND:

A. Mortgagor is owned indirectly (through one or more intermediary entities) by one or more individuals who also own indirectly (through one or more intermediary entities) Lancaster Baseball Club, LLC, a Pennsylvania limited liability company (the "**Club**");

B. The Club and Mortgagee are parties to that certain Loan Agreement dated February 17, 2017 (the "**Loan Agreement**") setting forth the terms of an agreement by which Mortgagee shall pay a portion of the Club's debt service on the outstanding principal amount of the Federally Taxable Guaranteed Multi-Purpose Stadium Facility Revenue Bonds, Series of 2013 (the "**2013 Bonds**") issued by the Redevelopment Authority of the County of Lancaster (the "**Redevelopment Authority**");

C. Mortgagee's debt service payments on the 2013 Bonds are expected to lessen the rent that the Club must pay to lease Clipper Magazine Stadium under that certain Lease Agreement dated May 4, 2004, as amended, between the Club, as tenant, and the Redevelopment Authority, as landlord, and, as such, the individuals who indirectly own the Club will benefit from the security afforded to Mortgagor under this Mortgage;

D. Moneys advanced to the Club by Mortgagee for debt service on the 2013 Bonds constitute a loan (the "**Loan**"), which must be repaid by the Club in accordance with terms of the Loan Agreement and a promissory note dated February 17, 2017 (the "**Note**"), made by the Club in favor of Mortgagee;

E. In connection with up to twelve (12) advances of the Loan (the "**Advances**"), Mortgagor is indebted to Mortgagee in the principal sum not to exceed Two Million Seven

Hundred Thousand and No/100 Dollars (\$2,700,000.00), plus accrued interest, as evidenced by the Note, providing that the entire principal sum so advanced, and all other amounts evidenced thereby, shall be due and payable in full on or before January 1, 2032 (the "**Maturity Date**");

F. Mortgagor is the owner of all that certain real property described on the attached Exhibit A (the "**Premises**"); and

G. This Mortgage shall be security for the payment of the Note.

NOW, THEREFORE, in consideration of the indebtedness described above and the covenants contained herein, and intending to be legally bound hereby, Mortgagor hereby grants, conveys and mortgages unto Mortgagee the Premises.

TO HAVE AND TO HOLD the Premises unto Mortgagee forever; provided, however, that if the indebtedness and other sums payable under the Note are paid in full to Mortgagee in accordance with the terms and conditions described in the Note and the Loan Agreement, then the estate and interest hereby granted shall cease, terminate and become null and void.

MORTGAGOR COVENANTS AND WARRANTS TO MORTGAGEE AS FOLLOWS:

1. **Incorporation**. The background recitals above are hereby incorporated into this Mortgage by reference as if set forth in full. This Mortgage, the Note and the Loan Agreement shall together be known as the "**Loan Documents**". Terms used but not defined herein shall have the meanings set forth in the Note or the Loan Agreement.

2. **Title**. Mortgagor has good and marketable fee simple title to the Premises.

3. **Conveyances**. Mortgagor shall not sell, convey, assign or otherwise transfer any right, title or interest in the Premises without obtaining Mortgagee's prior written consent; provided that no such consent shall be required in connection with any lease or other occupancy agreement or other transactions in the ordinary course of business conducted on the Premises.

4. **Encumbrances**. Mortgagor shall not suffer or permit any lien, lis pendens, attachment, cloud on title or assessment (other than current taxes not delinquent, existing liens and encumbrances reasonably acceptable to Mortgagee, and conveyances permitted in Section 3 above) to encumber the Premises without obtaining Mortgagee's prior written consent, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, it shall not be a violation of the foregoing limitation on encumbrances if, and for so long as, Mortgagor contests in good faith any involuntary encumbrance. Mortgagee acknowledges that the Premises are subject to an existing, first lien encumbrance in favor of Integrity Bank. Mortgagor, at Mortgagor's sole expense, shall obtain a title report, but shall have no obligation to provide a title insurance policy, with respect to the Premises from a title company acceptable to Mortgagee (the "**Title Report**") and provide Mortgagee with a copy of the Title Report at the times required in the Note or Loan Agreement including prior to an Advance Date or prior to an annual review date or prior to the date of any amendment hereto for purposes of substituting the Premises, as set forth in Section 5 below.

5. **Substitution or Addition of Premises.** Upon the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, Mortgagor shall have the right to substitute other real property for the Premises, or to add additional real property thereto. This provision shall allow for the value of the Premises to be modified in accordance with the level of debt incurred and outstanding under the Advances at the time of any substitution, addition or annual review. Any substitution of, or addition to, the Premises shall be accomplished by the execution and recording of either (i) a written amendment to, or modification of, this Mortgage, (ii) an additional mortgage securing payment of the Note, or (iii) a satisfaction of this Mortgage and the execution, delivery and recording of a replacement mortgage securing payment of the Note.

6. **Insurance.** Mortgagor will keep any and all buildings on the Premises insured against loss under a fire and extended coverage insurance policy for the full insurable value thereof and will also provide liability insurance coverage with companies and in amounts satisfactory to Mortgagee, with a standard mortgagee clause in favor of Mortgagee.

7. **Taxes and Assessments.** Mortgagor will pay any tax, assessment or other lienable charge assessed against or imposed upon the Premises prior to delinquency, and will deliver receipts therefor to Mortgagee immediately upon demand.

8. **Maintenance of Premises.** Mortgagor shall (i) abstain from (and not permit) the commission of waste in or about the Premises; (ii) maintain the Premises in good condition and repair (reasonable wear and tear and casualty loss excepted, as well as any governmental taking or condemnation of the Premises); and (iii) comply with all state, federal and local laws, rules, regulations, ordinances, orders, policies, or requirements of common law relating to or affecting the Premises. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour, after reasonable prior notice to Mortgagor, to inspect the order, condition and repair thereof.

9. **Environmental Compliance.** Mortgagor shall cause all activities at the Premises during the term of this Mortgage to be conducted in material compliance with all Environmental Statutes (as defined below). Mortgagor shall cause all permits, licenses, or approvals then legally required for the current operational activities of the Premises to be obtained, and shall cause all notifications to be made, as required by Environmental Statutes. Mortgagor shall, at all times, cause compliance with the terms and conditions of any such approvals or notifications. The term "**Environmental Statutes**" as used in this Mortgage shall mean and include any and all federal, state and local laws, rules, regulations, ordinances, orders, policies or requirements of common law relating to or affecting the Premises (or its use, condition or operations thereon) affecting or relating to the health and safety of the public or the protection of the environment.

10. **Eminent Domain.** If any part of the Premises is condemned, Mortgagor shall substitute or add real property pursuant to Section 5 above, or apply all condemnation proceeds first to pay the Note secured hereby, and no settlement for the damages sustained thereby shall be made by Mortgagor without Mortgagee's prior reasonable written approval thereof. Nothing in this covenant or elsewhere in this Mortgage shall limit rights otherwise available at law to

Mortgagee, including, but not limited to, rights to intervene as a party to any condemnation proceeding. Any and all compensation, awards, damages, claims, rights of action and proceeds hereunder are hereby assigned by Mortgagor to Mortgagee, to be applied as herein provided, unless other real property shall be substituted or added to the Premises in accordance with the provisions of Section 5 above. Mortgagor agrees to execute any assignment agreements that Mortgagee may require in furtherance thereof.

11. Default. Any default by the Club under the Loan Documents, or the occurrence of a default under any other written document between Mortgagor and Mortgagee relating to the Loan, whether now existing or hereafter created, after the giving of any required notice and/or the expiration of any applicable cure period, shall constitute an event of default hereunder ("**Event of Default**").

12. Remedies. Upon the occurrence of any Event of Default, in addition to Mortgagee's rights and remedies under the Loan Documents, including the right of acceleration as set forth in the Loan Agreement and the Note, Mortgagee shall be entitled to the following remedies without notice or demand:

(a) **Foreclosure.** Institute an action of mortgage foreclosure, or take such other action as the law may allow in rem or in personam, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, together with all other sums secured by this Mortgage, all costs of suit, interest on any judgment obtained by Mortgagee from and after the date of any sheriff's sale of the Premises (which may be sold in one parcel or in such parcels, manner or otherwise as Mortgagee shall elect) until actual payment is made by the sheriff of the full amount due Mortgagee, including all accrued interest and all other amounts due hereunder or under any of the other Loan Documents, together with costs of suit and an attorney's commission of the greater of 5% of such principal and interest or \$5,000 added as a reasonable attorney's fee.

(b) **Possession.** Enter into possession of the Premises with or without legal action, and by force if necessary, and lease the Premises, collect all rents and profits therefrom and, after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, assessments, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Premises, or on account and in reduction of the principal or interest hereby secured, in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect.

(c) **Sale of Premises.** Sell the Premises to the highest bidder or bidders at public auction at a sale or sales held at such place or places and time or times and upon such notice, or otherwise in such manner, as may be required by law; or, in the absence of any such requirement, as Mortgagee may deem appropriate, and from time to time adjourn such sale by announcement at the time and place specified for such sale or for such adjourned sale or sales without further notice except such as may be required by law.

(d) Receiver. Have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee.

(e) Confession of Judgment. **MORTGAGOR HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR MORTGAGOR TO SIGN AN AGREEMENT FOR ENTERING AN AMICABLE ACTION OF EJECTMENT FOR POSSESSION OF THE PREMISES, AND TO CONFESS JUDGMENT THEREIN AGAINST MORTGAGOR IN FAVOR OF MORTGAGEE, WHEREUPON A WRIT MAY FORTHWITH ISSUE FOR THE IMMEDIATE POSSESSION OF THE PREMISES, WITHOUT ANY PRIOR NOTICE, HEARING OR PROCEEDING WHATSOEVER; AND FOR SO DOING THIS MORTGAGE OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT.**

MORTGAGOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR MORTGAGOR IN ANY ACTION BROUGHT AGAINST MORTGAGOR ON THIS MORTGAGE, WITH OR WITHOUT DECLARATION FILED, AS OF ANY TERM, AND THEREIN TO CONFESS OR ENTER JUDGMENT AGAINST MORTGAGOR FOR THE ENTIRE UNPAID PRINCIPAL OF THE LOAN, ALL ARREARAGES OF INTEREST THEREON, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES, AND ANY OTHER SUMS SECURED BY THIS MORTGAGE; AND FOR SO DOING, THIS MORTGAGE, OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT.

THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL THE AMOUNTS DUE HEREUNDER AND THE PERFORMANCE OF ALL OTHER COVENANTS IN THIS MORTGAGE AND THE LOAN DOCUMENTS.

By initialing below, Mortgagor agrees and affirms that the notarized acknowledgment following this Mortgage relates directly to the confession of judgment set forth above in this Section 12(e) for purposes of disclosure and compliance in accordance with Pennsylvania law.

Mortgagor: JK (initials)

13. Attorneys' Fees. In the event Mortgagee retains an attorney to institute an action to foreclose on this Mortgage, or exercises any of the remedies described in this Mortgage or available at law or in equity, Mortgagor agrees to pay the costs of suit and an attorney's commission equal to the greater of 5% of such principal and interest due hereunder or \$5,000 added as a reasonable attorney's fee; and in the event of any foreclosure or other proceedings under or with respect to this Mortgage, Mortgagor hereby waives all rights and benefits under any and all laws or rules of court now or hereafter in effect granting or permitting any exemption or stay of execution against the Premises or any other property whatsoever.

14. **Cumulative Remedies.** The rights and remedies of Mortgagee under this Mortgage shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Mortgagee, shall be in addition to all other remedies available at law and equity, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

15. **Waivers.** Mortgagor hereby waives and releases (i) all procedural errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage or the Loan Documents; (ii) all benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the Premises, or any part of the proceeds arising from any sale thereof from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and (iii) all notices not herein or elsewhere specifically required of Mortgagor's default or of Mortgagee's exercise, or election to exercise, any option under this Mortgage or the Loan Documents.

16. **Waiver of Jury Trial.** MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHTS MORTGAGOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

17. **Binding Effect.** This Mortgage shall bind Mortgagor, its heirs, successors and assigns, and shall inure to the benefit of Mortgagee, its successors and assigns; provided, however, that Mortgagor may not assign this Mortgage in whole or in part without Mortgagee's prior written consent, and, subject to such limitations as are set forth in the Loan Documents, Mortgagee shall have the right at any time to assign this Mortgage in whole or in part.

18. **Cooperation.** At any time, and from time to time, upon request by Mortgagee, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered to Mortgagee any and all other further instruments, certificates and other documents as may, in the reasonable opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, perfect or continue and preserve the obligation of Mortgagor under this Mortgage. Upon any failure by Mortgagor so to do, Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do.

19. **Construction.** The terms "Mortgagor" and "Mortgagee" each includes the singular or plural, together with the respective heirs, successors, executors, administrators and assigns of Mortgagor and Mortgagee, as the case may be.

20. **Governing Law.** This Mortgage and all disputes arising hereunder shall be interpreted and the rights and liabilities of Mortgagor and Mortgagee determined in accordance

with the laws of the Commonwealth of Pennsylvania, excluding the conflict of law principles of any jurisdiction that would result in the application of law other than that of the Commonwealth of Pennsylvania.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Mortgagor acknowledges that it has read and understands all the provisions of this Mortgage, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS:

MORTGAGOR:

53 WEST JAMES, LP, a Pennsylvania limited partnership

By: 53 West James GP, LLC, its general partner

By:

By: *[Signature]*

Name:

Name: Ian Ruzow

Title:

Title: Member

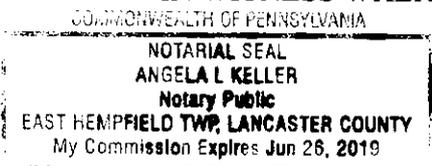
COMMONWEALTH OF PENNSYLVANIA :

: SS: 104-64-2083

COUNTY OF Lancaster :

On this, the 3rd day of November, 2017, before me, a notary public, the undersigned officer, personally appeared Ian Ruzow, who acknowledged her/himself to be a Member of 53 West James GP, LLC, the general partner of 53 West James, LP (the "General Partner"), and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the General Partner by her/himself as such officer and further acknowledges that s/he executed the same with the knowledge and intent that the foregoing instrument contains a grant by him/her of powers of attorney including a warrant of attorney conferring authority to confess judgment.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]
Notary Public (SEAL)

My Commission Expires:

CERTIFICATION OF ADDRESS

I hereby certify that the address of Mortgagee is:

150 N. Queen Street
Lancaster, PA 17603



Attorney or Agent for Mortgagee

EXHIBIT ALegal Description of the Premises

ALL THAT CERTAIN lot or tract of land with the building and improvements thereon erected, being known as Nos. 49 and 53 West James Street, in accordance with a survey as prepared by I. Carpenter, CE., dated November 2, 1920, situate on the northeast corner of North Prince and West James Street, in the City of Lancaster, County of Lancaster, and Commonwealth of Pennsylvania, being more fully bounded and described as follows:

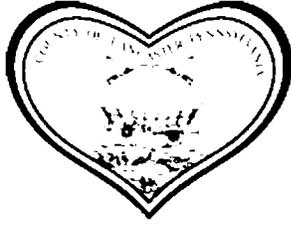
CONTAINING in front, on said West James Street, fifty-five (55) feet two (2) inches. The Western line of said property extending northwardly, along said North Prince Street, one hundred eleven (111) feet nine (9) inches to a ten (10) feet wide alley; thence eastwardly along said ten (10) feet wide alley, fifty-six (56) feet to a point; thence southwardly to West James Street, one hundred thirteen (113) feet three (3) inches.

BOUNDED on the North by said ten (10) feet wide alley, to be used in common with the owners of adjoining property, on the South by West James Street, on the East by land now or late of F.D. Harnish, and on the West by North Prince Street.

BEING a part of the same premises which R.R. Donnelley & Sons Company, by deed dated April 4, 2005 and recorded April 21, 2005 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania at Instrument Number 5416446, granted and conveyed to 53 West James, LP.

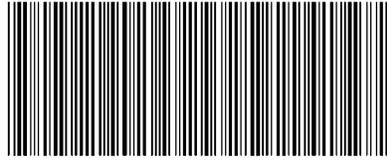
Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6559433

RECORDED DATE: 11/12/2020 09:39:56 AM



4135318-0016P

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 12

Document Type: MORTGAGE - CORPORATE
Transaction Reference: eSecureFile : 10826549
Document Reference:

Transaction #: 3950044 - 1 Doc(s)
Document Page Count: 11
Operator Id: hhair

RETURN TO: (Simplifile)
 McNees Wallace & Nurick LLC - EPHRATA BOROUGH
 100 PINE ST
 HARRISBURG, PA 17101
 (717) 237-5271

SUBMITTED BY:
 McNees Wallace & Nurick LLC - EPHRATA BOROUGH
 100 PINE ST
 HARRISBURG, PA 17101

*** PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MORTGAGE - CORPORATE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$40.25
EXTRA PAGE FEE	\$14.00
Total:	\$84.25

INSTRUMENT # : 6559433

RECORDED DATE: 11/12/2020 09:39:56 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Ann M. Hess
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

Prepared By: McNeese Wallace & Nurick LLC

**Return To: McNeese Wallace & Nurick LLC
Attn: Claudia Shank, Esq.
570 Lausch Lane, Suite 200
Lancaster, PA 17601**

Parcel ID: 260-28433-0-0000

Ephrata Borough, Lancaster County, PA

MORTGAGE

Amount Secured Hereby: \$185,292.00

THIS MORTGAGE is made this 4th day of November 2020 by and between **PF PARTNERS, LLC**, a Pennsylvania limited liability company ("**Mortgagor**"), and the **COUNTY OF LANCASTER, PENNSYLVANIA** ("**Mortgagee**").

BACKGROUND:

A. Mortgagor is owned indirectly (through one or more intermediary entities) by one or more individuals who also own indirectly (through one or more intermediary entities) Lancaster Baseball Club, LLC, a Pennsylvania limited liability company (the "**Club**");

B. The Club and Mortgagee are parties to that certain Loan Agreement dated February 17, 2017 (the "**Loan Agreement**") setting forth the terms of an agreement by which Mortgagee shall pay a portion of the Club's debt service on the outstanding principal amount of the Federally Taxable Guaranteed Multi-Purpose Stadium Facility Revenue Bonds, Series of 2013 (the "**2013 Bonds**") issued by the Redevelopment Authority of the County of Lancaster (the "**Redevelopment Authority**");

C. Mortgagee's debt service payments on the 2013 Bonds are expected to lessen the rent that the Club must pay to lease Clipper Magazine Stadium under that certain Lease Agreement dated May 4, 2004, as amended, between the Club, as tenant, and the Redevelopment Authority, as landlord, and, as such, the individuals who indirectly own the Club will benefit from the security afforded to Mortgagor under this Mortgage;

D. Moneys advanced to the Club by Mortgagee for debt service on the 2013 Bonds constitute a loan (the "**Loan**"), which must be repaid by the Club in accordance with terms of the Loan Agreement and a promissory note dated February 17, 2017 (the "**Note**"), made by the Club in favor of Mortgagee;

E. In connection with up to twelve (12) advances of the Loan (the "**Advances**"), Mortgagor is indebted to Mortgagee in the principal sum not to exceed Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00), plus accrued interest, as evidenced by the Note, providing that the entire principal sum so advanced, and all other amounts evidenced thereby, shall be due and payable in full on or before January 1, 2032 (the "**Maturity Date**");

F. Mortgagor is the owner of all that certain real property described on the attached Exhibit A (the “**Premises**”); and

G. This Mortgage shall be security for the payment of the Note.

NOW, THEREFORE, in consideration of the indebtedness described above and the covenants contained herein, and intending to be legally bound hereby, Mortgagor hereby grants, conveys and mortgages unto Mortgagee the Premises.

TO HAVE AND TO HOLD the Premises unto Mortgagee forever; provided, however, that if the indebtedness and other sums payable under the Note are paid in full to Mortgagee in accordance with the terms and conditions described in the Note and the Loan Agreement, then the estate and interest hereby granted shall cease, terminate and become null and void.

MORTGAGOR COVENANTS AND WARRANTS TO MORTGAGEE AS FOLLOWS:

1. **Incorporation**. The background recitals above are hereby incorporated into this Mortgage by reference as if set forth in full. This Mortgage, the Note and the Loan Agreement shall together be known as the “**Loan Documents**”. Terms used but not defined herein shall have the meanings set forth in the Note or the Loan Agreement.

2. **Title**. Mortgagor has good and marketable fee simple title to the Premises.

3. **Conveyances**. Mortgagor shall not sell, convey, assign or otherwise transfer any right, title or interest in the Premises without obtaining Mortgagee’s prior written consent; provided that no such consent shall be required in connection with any lease or other occupancy agreement or other transactions in the ordinary course of business conducted on the Premises.

4. **Encumbrances**. Mortgagor shall not suffer or permit any lien, lis pendens, attachment, cloud on title or assessment (other than current taxes not delinquent, existing liens and encumbrances reasonably acceptable to Mortgagee, and conveyances permitted in Section 3 above) to encumber the Premises without obtaining Mortgagee’s prior written consent, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, it shall not be a violation of the foregoing limitation on encumbrances if, and for so long as, Mortgagor contests in good faith of any involuntary encumbrance. Mortgagor, at Mortgagor’s sole expense, shall obtain a title report, but shall have no obligation to provide a title insurance policy, with respect to the Premises from a title company acceptable to Mortgagee (the “**Title Report**”) and provide Mortgagee with a copy of the Title Report at the times required in the Note or Loan Agreement including prior to an Advance Date or prior to an annual review date or prior to the date of any amendment hereto for purposes of substituting the Premises, as set forth in Section 5 below.

5. **Substitution or Addition of Premises**. Upon the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, Mortgagor shall have the right to substitute other real property for the Premises, or to add additional real property thereto. This provision shall allow for the value of the Premises to be modified in accordance with the level of debt incurred and outstanding under the Advances at the time of any substitution, addition or

annual review. Any substitution of, or addition to, the Premises shall be accomplished by the execution and recording of either (i) a written amendment to, or modification of, this Mortgage, (ii) an additional mortgage securing payment of the Note, or (iii) a satisfaction of this Mortgage and the execution, delivery and recording of a replacement mortgage securing payment of the Note.

6. **Insurance.** Mortgagor will keep any and all buildings on the Premises insured against loss under a fire and extended coverage insurance policy for the full insurable value thereof and will also provide liability insurance coverage with companies and in amounts satisfactory to Mortgagee, with a standard mortgage clause in favor of Mortgagee.

7. **Taxes and Assessments.** Mortgagor will pay any tax, assessment or other lienable charge assessed against or imposed upon the Premises prior to delinquency, and will deliver receipts therefor to Mortgagee immediately upon demand.

8. **Maintenance of Premises.** Mortgagor shall (i) abstain from (and not permit) the commission of waste in or about the Premises; (ii) maintain the Premises in good condition and repair (reasonable wear and tear and casualty loss excepted, as well as any governmental taking or condemnation of the Premises); and (iii) comply with all state, federal and local laws, rules, regulations, ordinances, orders, policies, or requirements of common law relating to or affecting the Premises. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour, after reasonable prior notice to Mortgagor, to inspect the order, condition and repair thereof.

9. **Environmental Compliance.** Mortgagor shall cause all activities at the Premises during the term of this Mortgage to be conducted in material compliance with all Environmental Statutes (as defined below). Mortgagor shall cause all permits, licenses, or approvals then legally required for the current operational activities of the Premises to be obtained, and shall cause all notifications to be made, as required by Environmental Statutes. Mortgagor shall, at all times, cause compliance with the terms and conditions of any such approvals or notifications. The term "**Environmental Statutes**" as used in this Mortgage shall mean and include any and all federal, state and local laws, rules, regulations, ordinances, orders, policies or requirements of common law relating to or affecting the Premises (or its use, condition or operations thereon) affecting or relating to the health and safety of the public or the protection of the environment.

10. **Eminent Domain.** If any part of the Premises is condemned, Mortgagor shall substitute or add real property pursuant to Section 5 above, or apply all condemnation proceeds first to pay the Note secured hereby, and no settlement for the damages sustained thereby shall be made by Mortgagor without Mortgagee's prior reasonable written approval thereof. Nothing in this covenant or elsewhere in this Mortgage shall limit rights otherwise available at law to Mortgagee, including, but not limited to, rights to intervene as a party to any condemnation proceeding. Any and all compensation, awards, damages, claims, rights of action and proceeds hereunder are hereby assigned by Mortgagor to Mortgagee, to be applied as herein provided, unless other real property shall be substituted or added to the Premises in accordance with the provisions of Section 5 above. Mortgagor agrees to execute any assignment agreements that Mortgagee may require in furtherance thereof.

11. **Default.** Any default by the Club under the Loan Documents, or the occurrence of a default under any other written document between Mortgagor and Mortgagee relating to the Loan, whether now existing or hereafter created, after the giving of any required notice and/or the expiration of any applicable cure period, shall constitute an event of default hereunder ("**Event of Default**").

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(a) **Foreclosure.** Institute an action of mortgage foreclosure, or take such other action as the law may allow in rem or in personam, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, together with all other sums secured by this Mortgage, all costs of suit, interest on any judgment obtained by Mortgagee from and after the date of any sheriff's sale of the Premises (which may be sold in one parcel or in such parcels, manner or otherwise as Mortgagee shall elect) until actual payment is made by the sheriff of the full amount due Mortgagee, including all accrued interest and all other amounts due hereunder or under any of the other Loan Documents, together with costs of suit and an attorney's commission of the greater of 5% of such principal and interest or \$5,000 added as a reasonable attorney's fee.

(b) **Possession.** Enter into possession of the Premises with or without legal action, and by force if necessary, and lease the Premises, collect all rents and profits therefrom and, after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, assessments, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Premises, or on account and in reduction of the principal or interest hereby secured, in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect.

(c) **Sale of Premises.** Sell the Premises to the highest bidder or bidders at public auction at a sale or sales held at such place or places and time or times and upon such notice, or otherwise in such manner, as may be required by law; or, in the absence of any such requirement, as Mortgagee may deem appropriate, and from time to time adjourn such sale by announcement at the time and place specified for such sale or for such adjourned sale or sales without further notice except such as may be required by law.

(d) **Receiver.** Have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee.

(e) **Confession of Judgment.** **MORTGAGOR HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR MORTGAGOR**

TO SIGN AN AGREEMENT FOR ENTERING AN AMICABLE ACTION OF EJECTMENT FOR POSSESSION OF THE PREMISES, AND TO CONFESS JUDGMENT THEREIN AGAINST MORTGAGOR IN FAVOR OF MORTGAGEE, WHEREUPON A WRIT MAY FORTHWITH ISSUE FOR THE IMMEDIATE POSSESSION OF THE PREMISES, WITHOUT ANY PRIOR NOTICE, HEARING OR PROCEEDING WHATSOEVER; AND FOR SO DOING THIS MORTGAGE OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT.

MORTGAGOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR MORTGAGOR IN ANY ACTION BROUGHT AGAINST MORTGAGOR ON THIS MORTGAGE, WITH OR WITHOUT DECLARATION FILED, AS OF ANY TERM, AND THEREIN TO CONFESS OR ENTER JUDGMENT AGAINST MORTGAGOR FOR THE ENTIRE UNPAID PRINCIPAL OF THE LOAN, ALL ARREARAGES OF INTEREST THEREON, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES, AND ANY OTHER SUMS SECURED BY THIS MORTGAGE; AND FOR SO DOING, THIS MORTGAGE, OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT.

THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL THE AMOUNTS DUE HEREUNDER AND THE PERFORMANCE OF ALL OTHER COVENANTS IN THIS MORTGAGE AND THE LOAN DOCUMENTS.

13. **Attorneys' Fees.** In the event Mortgagee retains an attorney to institute an action to foreclose on this Mortgage, or exercises any of the remedies described in this Mortgage or available at law or in equity, Mortgagor agrees to pay the costs of suit and an attorney's commission equal to the greater of 5% of such principal and interest due hereunder or \$5,000 added as a reasonable attorney's fee; and in the event of any foreclosure or other proceedings under or with respect to this Mortgage, Mortgagor hereby waives all rights and benefits under any and all laws or rules of court now or hereafter in effect granting or permitting any exemption or stay of execution against the Premises or any other property whatsoever.

14. **Cumulative Remedies.** The rights and remedies of Mortgagee under this Mortgage shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Mortgagee, shall be in addition to all other remedies available at law and equity, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

15. **Waivers.** Mortgagor hereby waives and releases (i) all procedural errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage or the Loan Documents; (ii) all benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the Premises, or any part of the proceeds arising from any sale thereof from

attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and (iii) all notices not herein or elsewhere specifically required of Mortgagor's default or of Mortgagee's exercise, or election to exercise, any option under this Mortgage or the Loan Documents.

16. Waiver of Jury Trial. MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHTS MORTGAGOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

17. Binding Effect. This Mortgage shall bind Mortgagor, its heirs, successors and assigns, and shall inure to the benefit of Mortgagee, its successors and assigns; provided, however, that Mortgagor may not assign this Mortgage in whole or in part without Mortgagee's prior written consent, and, subject to such limitations as are set forth in the Loan Documents, Mortgagee shall have the right at any time to assign this Mortgage in whole or in part.

18. Cooperation. At any time, and from time to time, upon request by Mortgagee, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered to Mortgagee any and all other further instruments, certificates and other documents as may, in the reasonable opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, perfect or continue and preserve the obligation of Mortgagor under this Mortgage. Upon any failure by Mortgagor so to do, Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do.

19. Construction. The terms "Mortgagor" and "Mortgagee" each includes the singular or plural, together with the respective heirs, successors, executors, administrators and assigns of Mortgagor and Mortgagee, as the case may be.

20. Governing Law. This Mortgage and all disputes arising hereunder shall be interpreted and the rights and liabilities of Mortgagor and Mortgagee determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding the conflict of law principles of any jurisdiction that would result in the application of law other than that of the Commonwealth of Pennsylvania.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Mortgagor acknowledges that it has read and understands all the provisions of this Mortgage, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS:

MORTGAGOR:
PF PARTNERS, LLC

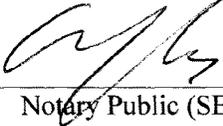
By: Jody Meyers
Name:

By: Robert Zuckerman (Seal)
Name: Robert Zuckerman
Title: Member

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF Lancaster : SS:

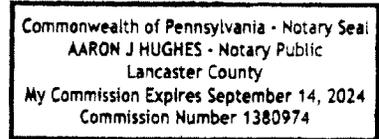
On this, the 4th day of November 2020, before me, a notary public, the undersigned officer, personally appeared Robert Zuckerman, who acknowledged himself to be a Member of PF Partners, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of Company by himself as such officer and further acknowledges that he executed the same with the knowledge and intent that the foregoing instrument contains a grant by him of powers of attorney including a warrant of attorney conferring authority to confess judgment.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public (SEAL)

My Commission Expires:



CERTIFICATION OF ADDRESS

I hereby certify that the address of Mortgagee is:

150 N. Queen Street
Lancaster, PA 17603



Attorney or Agent for Mortgagee

[ACKNOWLEDGEMENT]

EXHIBIT ALegal Description of the Premises

ALL THAT CERTAIN lot or piece of ground, with improvements thereon erected, situate on the western side of the concrete State Highway known as South Reading Road, U.S. Route 222, (60 feet wide) leading from Reading to Akron, in the Borough of Ephrata, County of Lancaster and Commonwealth of Pennsylvania, being the southern one-half of Lot No. 32 as shown on a map or plan of Nissley Acres as laid out by Henry Nissley and revised in June, 1965, bounded on the north by the northern one-half of Lot No. 32, on the east by the concrete State Highway, U.S. Route 222, on the south by Lot No. 31, property now or late of Hamilton Equipment Company and on the west by a twenty (20) feet wide alley, being more fully bounded and described as follows, to wit:

BEGINNING at a corner in the center line of the concrete State Highway known as South Reading Road, U.S. Route 222, leading from Reading to Akron, said corner being the northeastern corner of the herein described property; thence in and along the center line of the aforesaid concrete State Highway known as South Reading Road, U.S. Route 222, in a southerly direction by a curve bearing to the right having a radius of two thousand eight hundred sixty-four and ninety-three hundredths (2,864.93) feet, a central angle of two (02) degrees zero (00) minutes zero (00) seconds, a tangent of fifty and one hundredth (50.01) feet, a distance along the arc of one hundred (100) feet, having a chord with a bearing of South twenty-three (23) degrees twenty-two (22) minutes twenty-seven (27) seconds West, a distance of one hundred (100) feet to a corner; thence leaving the aforesaid concrete State Highway known as South Reading Road, U.S. Route 222, along property now or late of Hamilton Equipment Company, along the northern line of Lot No. 31, by a line being radial to the aforesaid curve and crossing a twenty (20) feet wide reservation for sanitary sewers, North sixty-five (65) degrees thirty-seven (37) minutes thirty-three (33) seconds West, a distance of three hundred eighty (380) feet to a corner on the eastern side of a twenty (20) feet wide alley; thence along same by a curve bearing to the left having a radius of two thousand four hundred eighty-four and ninety-three hundredths (2,484.93) feet, a central angle of two (02) degrees zero (00) minutes zero (00) seconds, a tangent of forty-three and thirty-seven hundredths (43.37) feet, a distance along the arc of eighty-six and seventy-four hundredths (86.74) feet, having a chord with a bearing of North twenty-three (23) degrees twenty-two (22) minutes twenty-seven (27) seconds East, a distance of eighty-six and seventy-four hundredths (86.74) feet to a corner; thence leaving the aforesaid twenty (20) feet wide alley, recrossing the aforesaid twenty (20) one-half of Lot No. 32 by a line being radial to the aforesaid curve, South sixty-seven (67) degrees thirty-seven (37) minutes thirty-three (33) seconds East, a distance of three hundred eighty (380) feet to the place of BEGINNING.

[EXHIBIT A]