



July 31, 2023

Dear Potential Applicant:

You are invited to submit an application to the Pennsylvania Department of Health in accordance with the enclosed Request for Applications (RFA) #67-162.

A pre-application conference will be held via Microsoft Teams on Monday, August 21, 2023, from 10:00AM to 12:00PM EST. Potential applicants can join via Microsoft Teams by clicking on this link [[Click here to join the meeting](#)] or by phone at 267-332-8737. The conference ID is 432 005 882#. If attending by phone, any content shown on Teams call screen will not be visible. Applicant attendance is optional.

All questions regarding this RFA must be directed by e-mail to jwarrick@pa.gov, no later than 12:00 p.m. on August 14, 2023. All questions must include the specific section of the RFA about which the potential applicant is requesting clarification. Answers to all questions will be posted at www.emarketplace.state.pa.us. Click on 'Solicitations' and search for the above RFA number.

Please submit one application, (Part 2 of this RFA) by email to RA-DHHEALTH_OP@pa.gov. The Department cannot accept secure or encrypted emails. Any submission via secure or encrypted email will be immediately discarded. Applications must be received no later than 1:30 p.m. on **September 14, 2023**. Applications can be submitted as soon as they are ready for submission; to prevent late submissions, applicants are encouraged to not wait until this closing date and time. The timestamp on the received application email in the RA-DHHEALTH_OP@pa.gov inbox is the final and only timekeeper to determine if the application was received by the deadline.

LATE APPLICATIONS WILL NOT BE ACCEPTED REGARDLESS OF THE REASON.

Please type "APPLICATION ENCLOSED RFA #67-162" as the subject line of your e-mail submission.

We expect that the evaluation of applications and the selection of Grantees will be completed within eight weeks of the submission due date.

Sincerely,

Office of Procurement
For Agency Head

Enclosure

Request for Application

Children and Youth with Special Health Care Needs Bullying Prevention and Safe Relationships Program

RFA Number
67-162

Date of Issuance
July 31, 2023

Issuing Office: Pennsylvania Department of Health
Office of Procurement
Email: RA-DHHEALTH_OP@pa.gov

RFA Project Officer: Joseph Warrick
Pennsylvania Department of Health
Bureau of Family Health
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Children and Youth with Special Health Care Needs Bullying Prevention and Safe Relationships Program

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Application Forms and Attachments

- I. Cover Page
- II. BOP-2201 Worker Protection and Investment Certification Form
- III. Work Statement
- IV. Budget Template is downloadable and is attached for completion of the budget request

Any Grant Agreement resulting from this RFA will include certain standard terms and conditions, which will either be attached as paper appendices or incorporated by reference and may be found at <http://www.health.pa.gov/vendors>. These terms and conditions are not negotiable and are listed below:

- Payment Provisions (Rev. 9/21)
- Standard General Terms and Conditions (Rev. 2/21)
- Audit Requirements (Rev. 8/18)
- Commonwealth Travel and Subsistence Rates (Rev. 8/18)
- Federal Lobbying Certification and Disclosure (Rev. 12/05)
- Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 1/19)
- Pro-Children Act of 1994 (Rev. 12/05)
- Maternal and Child Health Block Grant Provisions (Rev. 12/05)

PART ONE

Children and Youth with Special Health Care Needs (CYSHCN) Bullying Prevention and Safe Relationships (BPSR) Program

General Information

A. Information for Applicants

The Pennsylvania Department of Health (Department) is responsible for administering the Title V Maternal and Child Health Services Block Grant (MCHSBG) for Pennsylvania. The MCHSBG was established as part of the 1935 Social Security Act and is administered at the Federal level by the Health Resources and Services Administration (HRSA). The mission of the MCHSBG is to improve the health and well-being of the nation's mothers, infants, children and youth, including CYSHCN and their families.

Every five years the Department conducts a comprehensive needs and capacity assessment to gauge the strengths and needs of the state's Maternal and Child Health (MCH) population and related services. As a result of the most recent needs and capacity assessment, the Department identified seven priorities on which to focus on in 2021 through 2025, including: improve mental health, behavioral health and developmental outcomes for children and youth with and without special health care needs.

In 2021, HRSA defined six population domains: Women/Maternal Health, Perinatal/Infant Health, Child Health, Children and Youth with Special Health Care Needs, Adolescent Health, and Cross-Cutting and Systems Building. In order to impact the identified domains, the Department has chosen five National Performance Measures and six State Performance Measures that shall be reported on annually. As a result, the Department has created a State Action Plan that demonstrates the logical relationships between the chosen priorities, performance measures, and programming strategies that shall address identified needs of those included in the acknowledged domains. The work of this RFA shall be a strategy within the CYSHCN population domain. Additional information on the Department's administration of the Title V Block Grant, including annual reports, can be found at: <https://www.health.pa.gov/topics/Administrative/Pages/Title-V.aspx>.

CYSHCN are defined, for the purposes of this RFA, as individuals through 21 years of age who have chronic physical, developmental, behavioral, or emotional conditions which require health and related services of a type or amount beyond that required by children generally. These chronic conditions can include any ongoing impairment, such as: physical impairments of the body that makes it more difficult for the child to function and perform activities ranging from movement, communicating, or taking care of themselves (including, but not limited to, cerebral palsy, spinal cord injuries, amputation); developmental impairment of a child's learning, language, or behavior (including, but not limited to, autism spectrum disorder, vision impairment, intellectual disability); behavioral impairment that impacts a child's ability to recognize, interpret, control, and express fundamental emotions (including, but not limited to, attention-deficit hyperactivity disorder, oppositional defiant disorder); or emotional impairment that impacts a child's ability to learn and build or maintain relationships that cannot be explained by intellectual, sensory, or health factors (including but not limited to depression, anxiety, self-injurious behavior).

Awarded applicants will enhance positive behaviors and healthy relationships within and for CYSHCN through staff training and implementation of a BPSR Program. The BPSR Program will have two primary components: bullying prevention and safe relationships. The BPSR Program will partner with Clemson University, the sole provider of the nationally recognized Olweus Bullying Prevention Program (OBPP) for the bullying prevention component (<https://olweus.sites.clemson.edu>) beginning in Year 1 (see Section C.2.d for budget years). Awarded applicants shall develop, implement, and support safe relationships of CYSHCN through incorporation of an evidence-driven model(s) to address sexuality, sexual education, and safe and healthy relationship development such as, but not limited to, the Elevatus Training Sexuality Education for People with Developmental Disabilities (<https://elevatustraining.com>), into existing programming and encourage consistent positive and supportive relationship building skills. The safe relationships component shall begin in Year 2, no later than October 1, 2024. Both components shall be continued in Years 3 and 4 of the Grant Agreement, as well as through any optional renewals.

Awarded applicants shall implement both components of the BPSR Program within community-based organizations (CBO). For this RFA, a CBO is defined as a public or private not-for-profit resource hub that provides specific services within the CYSHCN community or a targeted CYSHCN population within the community through (but not limited to) out-of-school programs, or other community settings where CYSHCN gather outside of school hours, on weekends or during school breaks. Applicants are not required to currently serve CYSHCN, but in implementing the BPSR Program shall serve a minimum of 80 percent CYSHCN within the BPSR Program.

Awarded applicants shall design and implement the BPSR Program within CBO services that engage youth ages 12 through 21 years in the community who shall participate in activities geared toward the physical, emotional, and mental well-being of participants. Activities should be of interest to participants, such as a weekly sports activity, theatrics, craft, or general activity that is meaningful to the youth. The BPSR Program shall incorporate the bullying prevention and safe relationship components, as appropriate to the identified models, within these routine general activities. Awarded applicants shall develop and implement a marketing plan for the activities geared toward the physical, emotional, and mental well-being of participants. Program promotion should avoid adding unnecessary stigma or discomfort for the youth involved. The marketing plan may include print, broadcast, and social media components and shall demonstrate how the components will reach and engage youth ages 12 through 21 years and support a minimum CYSHCN inclusion rate of 80 percent. Program promotional materials shall be approved by the Department prior to implementation.

For the purposes of the BPSR Program, bullying is defined as a form of behavior that is aggressive, unwanted, and involves a real or perceived power imbalance. National Survey of Children's Health data from 2020-2021 suggest that, in Pennsylvania, 48.2 percent of CYSHCN ages 6 to 17 experienced bullying at least once in the past year, compared to 20.5 percent of children without

special health care needs who experienced bullying. The behavior is typically repeated over time. The OBPP aims to reduce bullying behavior by changing the overall climate and social norms of organizations.¹

The bullying prevention component model, OBPP, focuses on the following core principles: 1) All adults in the organization show warmth, express positive interest, and are actively engaged with youth; 2) Firm limits for unacceptable behavior are established; 3) Appropriate non-physical, non-hostile, negative consequences result when rules are broken and positive behavior is consistently acknowledged and rewarded; 4) All adults function as authorities and positive role models for youth.² These principles guide organizations to create systemic change which discourages bullying behavior and effectively addresses it when it does occur.

Both being bullied and engaging in bullying behaviors have negative outcomes for CYSHCN that may last into adulthood and beyond. Youth who are bullied are at an increased risk for depression, anxiety, sleep difficulties, and poor school adjustment. Youth who bully others experience a higher risk for substance misuse, academic problems, and violence, including criminal convictions in adulthood.³ At age 50, individuals who experienced bullying as youth reported a lower quality of life, greater risk of anxiety disorders and depression, and poorer cognitive functioning than their peers who did not experience bullying.⁴

Evidence-based bullying prevention is associated with positive social-emotional outcomes for youth. These positive outcomes include improved ability to recognize and manage emotions and improved peer relationships. Youth who are exposed to evidence-based bullying prevention programs also experience a reduction in antisocial behaviors, such as delinquency, truancy, and violence.⁵ During a focus group held by the Department in 2022 with CYSHCN participants, 20 percent of participants, when asked if they felt prepared to handle bullying, responded that they need help. Additionally, 20 percent responded that bullying prevention was a service that was most needed and of importance.

For the BPSR Program's safe relationships component, programming shall address CYSHCN experiencing a higher risk of abuse and exploitation compared to peers without special health care

1 Why the Olweus Bullying Prevention Program Works. (n.d.). Available at: https://olweus.sites.clemson.edu/Training%20Materials/Miscellaneous_Resources/Why%20the%20OBPP%20Works.pdf. Accessed on January 6, 2021.

2 Snyder, M., Riese, J., Limber, S. P., Olweus, D., & Gorseth, S. (2014) Community Youth Organization Guide: Practical Strategies from the Olweus Bullying Prevention Program. Center City, MN: Hazelden

3 Understanding Bullying: Fact Sheet. Centers for Disease Control and Prevention; 2016. Available at: <https://www.cdc.gov/violenceprevention/youthviolence/bullyingresearch/fastfact.html>. Accessed on December 28, 2020.

4 Takizawa, R., Maughan, B., & Arseneault, L. (2014). Adult Health Outcomes of Childhood Bullying

5 Olweus Bullying Prevention Program Research and History. (2007). Hazelden Foundation. Available at: https://www.scasa.org/Files/Olweus%20Documents/olweus_research_history.pdf. Accessed on September 29, 2017.

needs.⁶ Awarded applicants will develop and implement programming utilizing an evidence-informed model, such as Elevatus, to focus attention on the issue of safe relationships, including sexual health, awareness, knowledge and understanding of relationships and risks associated with CYSHCN.

CYSHCN are more likely to face psychosocial challenges that require specialized attention. For example, CYSHCN have higher rates of exposure to adverse childhood experiences (ACEs) than non-CYSHCN; for some CYSHCN, this may reflect a diminished ability to defend themselves against emotional, physical, and sexual abuse, or a greater exposure to multiple caregivers and settings.⁷ Individuals with disabilities have been estimated at greater risk of experiencing rape or sexual assault than those without disabilities. Of those individuals experiencing rape or sexual assault, two in five females and one in four males have a disability. Understanding these risks and preparing youth with self-care and responsibility supports decreased future trauma.⁸ During a focus group held by the Department in 2022 with CYSHCN participants, 22 percent of participants, when asked if they felt prepared for safe relationships, responded that they need help. Additionally, 50 percent responded that safe relationships and reproductive health was a service that was most needed and of importance.

Through this RFA process, the Department is soliciting Grant applications on the CYSHCN BPSR Program. The Department is interested in funding up to six applications across Pennsylvania addressing BPSR for CYSHCN. The overall goal of this funding is to promote appropriate relationship development and the reduction of bullying among 12 through 21-year-old CYSHCN. The anticipated Grant Agreement term is April 1, 2024 to September 30, 2026 subject to the availability of funding. If the anticipated effective date is changed by the Department for the resulting Grant Agreement, the term is expected to remain a total of 30 months, subject to the availability of funding.

At the Department's discretion and by letter notice, the Department may renew the resulting Grant Agreement for the following term: two one-year renewals.

1. In the event of a renewal, the Department may choose to renew the Grant Agreement under one of the following sets of terms:
 - a) If no renewal options were previously exercised, pursuant to the terms and conditions of the final year of the original Grant Agreement; or

6 Abdi, F., Seok, D., & Murphey, D. (2020). Children with special health care needs face challenges accessing information, support, and services.

7 Mattson, G., Kuo, D. Z., & Committee on Psychosocial Aspects of Child and Family Health. (2019). Psychosocial factors in children and youth with special health care needs and their families. *Pediatrics*, 143(1), e20183171

8 Centers for Disease Control and Prevention. *Sexual Violence and Intimate Partner Violence Among People with Disabilities*. 2020.

- b) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
 - c) Pursuant to the terms and conditions of the original Grant Agreement as amended, including Subsequently Available Funds (SAFs), Decrease in Funding (DIF), Funding Reduction Change Orders (FRCOs), Budget Revisions, or formal Amendments; or
 - d) At a maximum percentage of 10% under one of the following conditions:
 - (i) If no renewal options were previously exercised, to increase the Grant amount to reflect cost changes based on the final budget year of the original Grant; or
 - (ii) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
 - (iii) To include any increase in work documented in a previous Amendment to the original Grant Agreement, including any SAFs, DIFs, FRCOs, Budget Revisions, or formal Amendments. The increase in work shall be limited to deliverables established in the Grant Agreement as previously amended; or
 - e) To decrease the Grant amount, provided there is no change to the scope of work being performed.
2. Notwithstanding Paragraph (1)(d) above, line-items within the budget categories of Supplies/Equipment, Travel, and Other may be eliminated or the line-item amounts decreased provided there is no alteration to the scope of work.
 3. The percentage listed in Paragraph (1)(d) above, represents the maximum allowable increase per budget category and in the total Grant amount.
 4. Nothing in this section is intended to permit an alteration in the scope of work of the original Grant Agreement.
 5. The Department is not obligated to increase the amount of the Grant award.
 6. The percentage increase set forth in Paragraph (1)(d) above, shall apply over the entire renewal term, even if the renewal term exceeds one year.
 7. All renewal terms are subject to the other provisions of the resulting Grant Agreement, and the availability of funds.

Applications are welcomed from Pennsylvania CBO institutions or individuals that are currently,

or willing, to provide BPSR services to CYSHCN ages 12 through 21 years and have the capacity to maintain a minimum of 80 percent CYSHCN inclusion in the program. Additional information about how to apply, relevant and specific restrictions, and stated preferences regarding applicants are noted and outlined in Section B. Applicants are encouraged to be innovative and creative in their approach.

This RFA provides interested and eligible parties with information to prepare and submit applications to the Department. Questions about this RFA can be directed to the contact listed on the potential applicant letter (which is the first page of this RFA) by the date and time listed therein. All questions must include the specific section of the RFA about which the potential applicant is requesting clarification. Answers to all questions will be posted under the RFA Solicitation at www.emarketplace.state.pa.us. Each applicant shall be responsible to monitor the website for new or revised RFA information. The Department shall not be bound by any information that is not either contained within the RFA or formally issued as an addendum by the Department.

In order to do business with the Commonwealth of Pennsylvania providers are required to enroll in the SAP system. Applicants may enroll by selecting “Non-Procurement” at: <https://www.budget.pa.gov/Services/ForVendors/Pages/Vendor-Registration.aspx> or by calling toll free at 1-877-435-7363. The PDF and MP4 embedded links next to “Non-Procurement” provide guidance on enrolling.

B. Application Procedures

1. General

- a) Applications must be received by the Department by the time and date stated in the cover letter. The Department will reject any late applications. The decision of the Department with regard to timeliness of submission is final.
- b) If it becomes necessary to revise any part of the application guidelines, an amendment will be posted under the RFA Solicitation at www.emarketplace.state.pa.us.
- c) The decision of the Department with regard to selection of applicants is final. The Department reserves the right, in its sole and complete discretion, to reject any and all applications received as a result of this request and to negotiate separately with competing applicants.
- d) The Department is not liable for any costs the applicant incurs in preparation and submission of its application, in participating in the RFA process or in anticipation of award of the resulting Grant Agreement(s).
- e) The Department reserves the right to cancel the RFA at any time up until the full execution of the resulting Grant Agreement(s).
- f) Awarded applicants and non-selected applicants shall not be permitted to issue news releases pertaining to this project prior to official written notification of award by the Department review committee. Any subsequent publication or media release issued by

the Grantee throughout the life of the Grant using funding from this Grant Agreement must acknowledge the Department as the granting agency and be approved in writing by the Department.

2. Evaluation of Applications

All applications meeting stated requirements in this RFA and received by the designated date and time, will be reviewed by a committee of qualified personnel selected by the Department. The Review Committee will recommend applications that most closely meet the evaluation criteria developed by the Department. If the Review Committee determines that additional clarification of an application is needed, Division of Community Systems Development and Outreach staff and staff from the Office of Procurement will schedule an oral presentation, either in person or via a conference call, or assign a due date for the submission of a written clarification, or both.

Evaluation criteria used by the Review Committee, include:

- 1. Program Overview**
- 2. Goals and Objectives**
- 3. Design and Implementation**
- 4. Performance Measures**
- 5. Feasibility and Timelines**
- 6. Capabilities and Competencies**
- 7. Budget Detail and Budget Narrative**

3. Awards

Grants will be administered through the Department.

All applicants will receive official written notification of the status of their application from the Department. Unsuccessful applicants may request a debriefing. This request must be in writing and must be received by the Division of Community Systems Development and Outreach within 30 calendar days of the written official notification of the status of the application. The Division of Community Systems Development and Outreach will determine the time and place for the debriefing. If the debriefing is held via Microsoft Teams, a link, phone number, and conference ID number will be provided. The debriefing will be conducted individually by Division of Community Systems Development and Outreach staff. Comparison of applications will not be provided. Applicants will not be given any information regarding the evaluation other than the position of their application in relation to all other applications and the strengths and weaknesses in their individual application.

4. Deliverables

- a) The awarded applicant shall designate:
 - i. A Program Manager who shall serve as the primary point of contact for the BPSR Program, oversee internal documentation of progress, and disseminate information from the Department within the program. The Program Manager shall be designated within 10 calendar days of the effective date of the Grant Agreement. In the absence of a Program Manager, the awarded applicant shall designate an interim Program Manager within 10 calendar days of the departure of the former Program Manager. The awarded applicant shall designate a replacement Program Manager within 20 calendar days of the departure of the former Program Manager; and,
 - ii. A Fiscal Coordinator who shall serve as the point of contact for budget and funding communication regarding the BPSR Program. The Fiscal Coordinator shall be designated within 10 calendar days of the effective date of the Grant Agreement. In the absence of a Fiscal Coordinator, the awarded applicant shall designate an interim Fiscal Coordinator within 10 calendar days of the departure of the former Fiscal Coordinator. The awarded applicant shall designate a replacement Fiscal Coordinator within 20 calendar days of the departure of the former Fiscal Coordinator.
- b) The awarded applicant shall designate key personnel for all components for the BPSR Program. Key personnel are defined as any personnel the applicant deems necessary to accomplish the deliverables. Key personnel shall include personnel titles, position descriptions, and percentage of effort related to achieving the BPSR Program components. The awarded applicant shall designate a Bullying Prevention Coordinator (B.4.h. below) and a Safe Relationships Coordinator (B.4.k. below). The BPSR Coordinators may be the same individual(s) and may also serve as the Program Manager (B.4.a.i. above). The awarded applicant shall request written approval from the Department prior to any changes in key personnel throughout the term of the Grant Agreement.
- c) Designated key personnel shall serve on a BPSR Program Implementation Team. The Implementation Team shall facilitate the oversight and direct programming for BPSR strategies identified within the approved models for each component. The Implementation Team shall:
 - i. Consist of a minimum of three key personnel, to include:
 - 1) The individual(s) identified as the Program Manager, the Bullying Prevention Coordinator, the Safe Relationships Coordinator;
 - 2) Any additional key personnel identified in (B.4.b. above) to bring the

Implementation Team to a minimum of three individuals, such as, but not limited to: Assistant Coordinator, Program Assistant, Activities Consultant, an organizational director or designated decision-maker, a program staff member from each youth-serving program, representatives from support staff, community representatives, a local school liaison, family members, or youth of middle or high school age; and,

- 3) The awarded applicant shall submit a list of key personnel participating in the Implementation Team for approval from the Department within 60 calendar days of the execution of the Grant Agreement, and prior to any changes in the Implementation Team throughout the term of the Grant Agreement;
- ii. Create implementation plans at each meeting, which shall:
 - 1) Identify and coordinate activities geared toward the physical, emotional, and mental well-being of participating youth;
 - 2) Integrate bullying prevention and safe relationship strategies and materials into these activities; and,
 - 3) Identify, measure, and progress towards completion of goals for determining the successful inclusion of youth engagement, and bullying prevention and safe relationship strategies.
 - iii. Develop and implement a plan to train key personnel in the identified bullying prevention and safe relationship models to maintain fidelity to both models and provide appropriate support to participating youth;
 - iv. Meet a minimum of quarterly during the calendar year, generating and maintaining meeting minutes and implementation plans at each meeting; and,
 - v. Provide to the Department meeting minutes, training plan, and implementation plans within 15 calendar days following each meeting.
- d) The awarded applicant shall develop and implement or continue program activities that support the physical, emotional, and mental well-being of CYSHCN throughout the term of the Grant Agreement. Activities should be of interest to participants, such as a weekly sports activity, theatrics, craft, or general activity that is meaningful to the youth. The BPSR Program will incorporate the BPSR components, as appropriate to the identified models, within these routine general activities. The program activities shall be open to all CYSHCN aged 12 through 21 years and allow for the integration of the bullying prevention and safe relationships deliverables specified in B.4.e. through B.4.n. below. Programming shall:
- i. Demonstrate plans to establish a minimum CYSHCN inclusion rate of 80

percent;

- ii. Demonstrate bullying prevention and safe relationship component deliverables and support the evidence-driven framework for the OBPP and identified safe relationship model;
- iii. Demonstrate how programming shall be utilized by the Implementation Team to support implementation plans and monitor compliance with identified models;
- iv. Require program staff to conduct a minimum of two group activity meetings or sessions per month that address bullying, social emotional learning, well-being, positive relationships, and related topics as supported by the identified bullying prevention and safe relationship models; and,
- v. Establish methods to record output and outcome measures, including:
 - 1) Number and types of activities;
 - 2) Participating youth demographics (such as, but not limited to, total number of youth served, total CYSHCN served, age, race, gender); and,
 - 3) Increased knowledge and skills of bullying prevention and safe relationships (such as, but not limited to, using pre- and post-tests) for participating youth.

Program activities shall be implemented within 90 calendar days of the effective date of the Grant Agreement and shall continue throughout the term of the Grant Agreement.

- e) The group activity meetings or sessions shall be used to provide the BPSR component deliverables and support the evidence-driven framework for the OBPP and identified safe relationship model for CYSHCN education. The BPSR Program Implementation Team shall monitor compliance and provide professional development and support as needed.
- f) The awarded applicant shall develop and implement a marketing plan for the activities geared toward the physical, emotional, and mental well-being of participants. Program promotion should avoid adding unnecessary stigma or discomfort for the youth involved. The marketing plan may include print, broadcast, and social media components and shall demonstrate how the components shall reach and engage youth ages 12 through 21 years and support a minimum CYSHCN inclusion rate of 80 percent. The marketing plan shall be provided to the Department for approval and implementation within 90 calendar days for the Grant Agreement being executed.
- g) The awarded applicant shall implement the bullying prevention component of the

BPSR Program utilizing the OBPP, as trained by Clemson University. The program shall be replicated with fidelity and adaptations should be minimal. All adaptations shall be reviewed and approved in writing by the Department prior to implementation. Any component that is added to the OBPP shall be well-integrated and should not alter the core components of the program. All awarded applicant-generated materials shall be approved in writing by the Department prior to use.

- h) The awarded applicant shall, at a minimum, have one Bullying Prevention Coordinator as listed in B.4.b. above, apply to the trainer course and complete all requirements to become fully trained in the OBPP. The training process is an ongoing commitment and cannot be transferred to another individual. Up to two additional staff may also apply for and complete training requirements. Initial OBPP training costs will be funded by the Department for a maximum of three staff and do not need to be budgeted for in Year 1 or 2 of the Grant. Additional staff and future staff training costs shall be the responsibility of the awarded applicant. Training requirements include:
- i. Attending the OBPP training course at a location to be determined in Pennsylvania, held in the first three months of the Grant Agreement.
 - ii. Attending a one-day follow-up training at a location to be determined in Pennsylvania, held within the first three months of Year 2.
 - iii. Conducting a six-hour training for all members of the BPSR Program Implementation Team (see B.4.c. above). The awarded applicant shall provide the required space, equipment, and materials for the training. Pre- and post-test surveys shall be administered to all participants to evaluate learning that resulted from the training. The Department shall be notified of the date of the training as soon as they are scheduled but no later than two weeks prior to the training.
 - iv. Assisting the BPSR Program Implementation Team (see B.4.c. above) in conducting a four-hour training for all staff and volunteers who have contact with youth. The training shall be held after the BPSR Program Implementation Team training and prior to launching the program. The awarded applicant shall provide the required space, equipment, and materials for the training. Pre- and post-test surveys shall be administered to all participants to evaluate learning that resulted from the training. Training opportunities shall be made available at least annually for new staff and volunteers. The Department shall be notified of the date(s) of the training(s) at least two weeks prior to the training(s). Sign-in sheets shall be maintained for all trainings.
 - v. Participating in 10 total hours of video, phone, or on-site mentoring with an

Olweus Technical Assistance Consultant throughout the training process.

- i) The awarded applicant shall incorporate OBPP rules to address bullying into existing behavior policies or codes of conduct and encourage consistent positive and corrective consequences for behavior. This OBPP rules incorporation shall include reviewing and refining the awarded applicant's supervisory system to specifically address bullying.
- j) Beginning in Year 2, the awarded applicant shall incorporate, the safe relationships component using an evidence-driven model(s) to address sexuality, sexual education, and safe and healthy relationship development (such as, but not limited to, the Elevatus Training Sexuality Education for People with Developmental Disabilities) into existing programming and encourage consistent positive and supportive relationship building skills. The program shall be replicated with fidelity and adaptations should be minimal. The selected model shall be approved in writing by the Department prior to September 30, 2024. Any component that is added to the selected model shall be well-integrated and should not alter the core components of the program. All awarded applicant-generated materials shall be approved in writing by the Department prior to use. The awarded applicant shall fully implement the safe relationships component prior to the end of Year 2 of the Grant Agreement.
- k) The awarded applicant shall identify and have, at a minimum, one Safe Relationships Coordinator apply to the selected evidence-driven model trainer course identified in B.4.j. (above) and complete all requirements to become fully trained in the model, including certification if necessary for implementation. The Safe Relationships Coordinator shall maintain any necessary training components for the selected model. Additional staff may also apply for, complete and maintain training requirements. All costs associated with training, implementation, or certification will be the responsibility of the awarded applicant.
- l) The Department reserves the right to identify alternate evidence-informed models for the bullying prevention or safe relationship components. The Department will provide a written statement detailing any changes 30 calendar days prior to such changes being effective.
- m) The awarded applicant shall abide by all copyright agreements for use, duplication, and distribution of bullying prevention (OBPP or other Department approved model) required and supplemental program materials, as well as training and consultation materials, throughout the term of the Grant Agreement.
- n) The awarded applicant shall abide by all copyright agreements for use, duplication, and distribution of safe relationship programming required and supplemental program

materials, as well as training and consultation materials, throughout the term of the Grant Agreement.

- o) The awarded applicant shall develop and implement a process to guarantee its employees, subcontractors, and volunteers comply with the Child Protective Services Law, 23 Pa.C.S. §§ 6301 to 6386, throughout the term of the Grant Agreement.
- p) The awarded applicant shall participate in client satisfaction data collection and reporting activities throughout the term of the Grant Agreement as established by the Department, including collecting and reporting feedback from the awarded applicant and the awarded applicant's clients to improve the services for Pennsylvania's maternal, infant, child, and adolescent population.
- q) The awarded applicant shall describe how the expectation that the client shall work as an adult within the client's level of functioning and abilities shall be promoted in all plans, goals and services. The description shall include, but is not limited to, demonstrating how the applicant shall assist the client, client's family, and client's support system in identifying and linking to job readiness and employment services and supports. Additional information on Pennsylvania's Employment First Act can be found at <https://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=2018&sessInd=0&act=36>.
- r) The awarded applicant shall create a health disparities plan and incorporate achievable health disparity deliverables into their project or program. Applicants shall describe ways they will implement and measure these deliverables. Awarded applicants shall:
 - i. Develop a plan to identify, address and eliminate health disparities in the populations served by Title V. The plan shall be developed within the first year of the Grant Agreement or no later than by the end of the calendar year in which the Grant Agreement was amended. The plan shall be reviewed and updated annually.
 - ii. Align their work plan with the goals and strategies of the *National Stakeholder Strategy for Achieving Health Equity*.
 - iii. Participate in local, regional and statewide efforts and initiatives to mitigate or eliminate health disparities as requested by the Department. Participation may be in person, via telephone or via webinar and may include presentations.
 - iv. Include in all required reports to the Department a brief summary of work plan activities conducted during required reporting periods.
- s) The awarded applicant shall create a sustainability plan with the expectation that the BPSR Program will continue once the Grant Agreement is concluded. The

sustainability plan shall be submitted for review and approval by end of the third fiscal year. The sustainability plan shall include:

- i. Partnerships identified;
- ii. Proposed services; and,
- iii. Proposed budget.

5. Reporting Requirements

- a) The awarded applicants shall be required to submit written quarterly reports to the Department within 15 calendar days of each quarter ending throughout the term of the Grant Agreement. Reports shall include a narrative detailing the activities that have been completed with Grant Agreement funding along with data on the number of youth and CYSHCN served and data for any outcome measures developed by the Department for the program.
- b) The awarded applicant shall submit a written annual report of progress to the Department within 45 calendar days following the end of each fiscal year. The annual report shall, at a minimum, identify if activities are proceeding according to the project plan and explain any deviations from the project plan.
- c) The awarded applicants shall submit a written mid-term report of progress, issues, and activities to the Department within 180 calendar days after the Grant Agreement effective date. The mid-term report shall, at a minimum, identify if activities are proceeding according to the project plan, and explain any deviations from the project plan. Any changes to the scope or methodology of the BPSR during the term of the Grant Agreement must be approved in writing by the Department.
- d)
- e) The awarded applicant shall submit a final written report to the Department within 60 calendar days following the end of the Grant Agreement. The final report shall summarize progress in accomplishing proposed tasks, obstacles to achieving goals and actions taken to overcome obstacles. Specific guidance for the final report will be issued by the Department prior to the end of the project period.
- f) The awarded applicant shall collect and report client satisfaction data measuring the quality of customer relationships and services, including feedback from the awarded applicant and the awarded applicant's clients to the Department on an annual basis, in a format to be provided by the Department. Data will be collected using forms, surveys, focus groups or other methods provided by the Department.
- g) The awarded applicant shall respond to additional requests for reports or data, as determined by the Department throughout the term of the Grant Agreement.

- h) The awarded applicant shall collect and report output and outcome measures, including demographics (such as total number of youth served, CYSHCN served, age, race, gender) and demonstration of increased knowledge and skills of bullying prevention and safe relationships (using pre- and post-tests) to the Department, in a format to be provided by the Department, throughout the term of the Grant Agreement.

C. Application Instructions and Required Format

1. Application Instructions

The following is a list of requirements.

- a) The applicant must submit one application (Part Two of this RFA), by email to RA-DHHEALTH_OP@pa.gov. The Department cannot accept secure or encrypted emails. Any submission via secure or encrypted email will be immediately discarded.
- b) The application must be received by the date and time specified in the cover letter. Applicants should consider that technical difficulties could arise and allow sufficient time to ensure timely email receipt. **(Late applications will be rejected, regardless of the reason). The application can be submitted as soon as it is ready for submission; to prevent late submissions, applicants are encouraged to not wait until the closing date and time in the cover letter.**
- c) Note: There is a 10MB size limitation per email. If the application exceeds 10MB, zip the file to reduce the size or submit multiple emails so the entire application is able to be received.
- d) The application must be submitted using the format described in subsection 2, below – Application Format.
- e) The Certifications Form must be completed and signed by an official authorized to bind the applicant/organization to the application.
- f) The Worker Protection and Investment Certification Form (BOP-2201) must be completed and signed by an official authorized to execute the certification on behalf of the applicant, and certify that the applicant is compliant with applicable Pennsylvania state labor and workplace safety laws.
- g) Applicants who plan to participate in collaborative activities must include, as attachments to the application, signed letters of commitment or memorandums of understanding/memorandums of agreement to demonstrate collaborative activities.

Applicants are strongly encouraged to be brief and clear in the presentation of ideas.

2. Application Format

Applicants must follow the format as described below to complete Part Two of this RFA.

Applications must be typewritten on 8 ½” by 11” paper, with a font size no smaller than 10 point and margins of at least ½ inch.

- a) **Cover Page** – Complete the form. This form must be signed by an official authorized to bind the applicant/organization to the application.

- b) **Worker Protection and Investment Certification Form (BOP-2201)** – BOP-2201 must be completed and signed by an official authorized to execute the certification on behalf of the applicant, and must certify that the applicant is compliant with applicable Pennsylvania state labor and workplace safety laws.

- c) **Work Statement** – The work statement narrative must not exceed 20 pages. Provide a narrative description of the proposed methodology addressing the following topics:
 - i. **Program Overview:**

The applicant shall provide a brief program overview or abstract of the proposed project describing the target population and community to be served, needs and barriers to services within the target population’s community related to bullying prevention and safe relationships, proposed services to be offered, how the Grant funding shall be utilized, and how the proposed project shall meet the needs of CYSHCN in Pennsylvania. This program overview or abstract shall be a maximum of one page.

 - ii. **Goals and Objectives:**

The applicant shall describe the goals and objectives that the program will address. The applicant shall demonstrate an understanding of health disparities amongst CYSHCN age 12 through 21 and how the disparities will be mitigated or resolved. The applicant shall describe the program’s goals to enhance social interactions, development of positive peer relationships, self-advocacy and protective factors, self-image, and self-understanding for CYSHCN through the BPSR Program. Objectives shall be specific, quantifiable statements of the project’s desired results. Describe any research or evaluation studies that relate to the problem and contribute to the applicant’s understanding of its causes and potential solutions. While applicants are expected to review the research literature for relevant studies, they should also describe the availability of unpublished local sources of research or evaluation data within community agencies and organizations which may aid in evaluating implementation of the BPSR Program.

 - iii. **Design and Implementation:**

The applicant shall describe how the Program Manager, who will serve as the main point of contact, and how the Fiscal Coordinator, who will serve as the point of contact for budget and funding communication, will be identified. The applicant

shall describe how key personnel for all components necessary to accomplish the deliverables will be identified, including the Bullying Prevention Coordinator and Safe Relationships Coordinator, along with level of effort. The applicant shall describe the designation of sufficient personnel to serve on the BPSR Program Implementation Team and how the Implementation Team will meet a minimum of quarterly. The applicant shall describe the structure of meetings, minutes and implementation plans used by the Implementation Team.

The applicant shall describe how all requirements of the BPSR Program will be developed and implemented to support CYSHCN. Applicants shall describe how they will integrate the BPSR components into current or proposed programming. The applicant shall describe how they will identify and screen youth to determine if the youth meet the definition for CYSHCN (such as using the CYSHCN Screener, https://www.cahmi.org/docs/default-source/default-document-library/cshcnscreener-print-version.pdf?sfvrsn=9e98a4b3_0). The applicant shall describe plans to establish a minimum CYSHCN inclusion rate of 80 percent.

The applicant shall describe how the OBPP bullying prevention component will be implemented as trained and with fidelity, beginning in Year 1. The applicant shall demonstrate how they will incorporate OBPP to address bullying into policies and codes of conduct.

The applicant shall describe how it will select and incorporate an evidence-driven model to address safe and healthy relationships (submitted prior to September 30, 2024 and implemented prior to the end of Year 2) to address sexuality, sexual education, and safe and healthy relationship development and encourage consistent positive and supportive relationship building skills; and how the model will be replicated with fidelity.

The applicant shall provide a detailed description of tasks and activities that they shall undertake during the planning period before implementing program activities.

The applicant shall describe their target population and community, providing an estimate of the number of youth and CYSHCN to be served each year.

The applicant shall describe how a minimum of two group activities per month with CYSHCN will be conducted, including how the BPSR components will be incorporated.

The applicant shall describe how promotion of the program and marketing of the activities geared toward the physical, emotional, and mental well-being of participants will be achieved. The applicant shall describe how the marketing shall

avoid unnecessary stigma or discomfort for the youth involved.

The applicant will describe efforts to comply with all Child Protective Services Laws and regulations. The applicant shall describe abidance to all copyright agreements for use of BPSR materials.

The applicant shall describe how it will promote education, training and support services for clients able to work as required by Act 36 of 2018 (Employment First Act).

The applicant shall describe plans for developing a plan to address health disparities in Pennsylvania. The applicant shall provide details to include submission of regular updates as needed and required.

The applicant shall describe plans for sustainability for the BPSR Program beyond agreement period with the Department.

Although there is no requirement for matching funds or resources, the applicant shall describe the details regarding any leveraged resources (cash or in-kind) from local sources planned to support the project.

iv. Performance Measures:

The applicant shall explain how the applicant shall report on output measures (for example, number of youths served, CYSHCN, age, race, ethnicity, and gender/sex). The specific performance measures collected will be determined by the Department. Additionally, the applicant shall describe how the program evaluates the successful completion of goals and objectives. The program evaluation of goals and objectives shall include ongoing strategies for monitoring individual and program performance to identify and solve problems that could impact success. The applicant shall address how they will measure client satisfaction and utilize the data to continuously improve services. The applicant shall explain how they will determine whether their program is adhering to identified BPSR models, by evaluating model fidelity throughout the program.

v. Feasibility and Timelines:

Applicants shall include a timeline for implementation of the proposed program. The timeline shall be a feasible plan and describe the major tasks associated with the goals of this project, assign responsibility for each, and plot completion of each task by month or quarter for the duration of the award. Tasks shall include attending all required trainings for bullying prevention and selected safe relationship components, holding trainings for all key personnel, conducting regular group activities with CYSHCN, and necessary activities to support fidelity to selected

program models.

vi. **Capabilities and Competencies:**

The applicant shall provide a description of the characteristics and qualifications of the organization(s) that will be implementing the program. The applicant shall include:

1. A description of the organization’s commitment to safety;
2. An explanation of whether active support has been obtained from Board members (or similar governing body) to implement the BPSR Program in their organization; and,
3. A description of the applicant’s ability to schedule and conduct group activities with CYSHCN to support BPSR Program goals and deliverables.

Additionally, the applicant shall describe the following and how each supports the proposed actions in the narrative:

1. The program’s organizational structure and operations;
2. History of implementing CYSHCN development programs;
3. History of implementing evidence-based practices, including outcomes;
4. Experience addressing health equity, including strategies for previous success;
5. Experience and ability to work collaboratively with public funding sources, such as county, state, or Federal governments and maintain accurate fiscal and programmatic accounting; and,
6. Description of the roles and responsibilities of key staff, including details about qualifications and language capacity as appropriate. The applicant shall list any potential partners or any other individuals who will be working on tasks related to this RFA.

See the Program/Work Statement Definitions below for more information.

- d) **Budget Detail and Budget Narrative** – Use the downloadable format to present the budget request. Instructions regarding completion of the budget can be found in the last worksheet of the downloadable excel budget file. The anticipated Grant Agreement term is April 1, 2024, to September 30, 2026. The overall 30-month budget for the application shall not exceed \$75,000. The budget must contain an Overall Summary in addition to a Summary with Budget Details for each year.

Overall Summary	<u>April 1, 2024 to September 30, 2026</u>	<u>\$75,000.00</u>
Year 1 Summary	<u>April 1, 2024 to June 30, 2024</u>	<u>\$12,500.00</u>
Year 2 Summary	<u>July 1, 2024 to June 30, 2025</u>	<u>\$25,000.00</u>
Year 3 Summary	<u>July 1, 2025 to June 30, 2026</u>	<u>\$25,000.00</u>
Year 4 Summary	<u>July 1, 2026 to September 30, 2026</u>	<u>\$12,500.00</u>

Applicants shall include a narrative which justifies the need to allocate funds for items in the spreadsheet of the itemized budget and demonstrates how they will maximize cost effectiveness of Grant expenditures. Applicants shall also explain how all costs are calculated, how they are relevant to the completion of the proposed project, and how they correspond to the information and figures provided in the Budget Detail Summary.

The Department shall provide initial training costs for the OBPP for awarded applicants, supporting up to three staff from each awardee. Applicants shall budget \$4,500.00 in Year 3 and Year 4 of the budget for any new staff requiring OBPP (or a Department identified bullying prevention model) training, and additional funding as appropriate to support new staff training in the identified safe relationships model.

At the Department's discretion, additional funding for initial training costs related to the identified safe relationship model may be provided in Year 2. As this is funding is not guaranteed, applicants shall identify how allotted funds will be directed to support the identified safe relationship model utilizing BSPR Program funding or other applicant resources.

See the Budget Definitions section below for more information.

3. Definitions

a) Budget Definitions:

Personnel: This budget category shall identify each position by job title, hourly rate, and the number of hours per year allocated to the project. Fringe benefits are to be shown as a separate line-item by percentage and shall include a detailed listing of the benefits being covered.

Consultant Services: This budget category is not applicable and must not be utilized.

Subcontract Services: This budget category is not applicable and must not be utilized.

Patient Services: This budget category is not applicable and must not be utilized.

Equipment: This budget category is not applicable and must not be utilized.

Supplies: This budget category shall reflect expected costs for general office supplies including personal computers and facsimile machines valued at less than \$5,000, needed to support this project.

Travel: This budget category shall include anticipated expenditures for travel including mileage, hotels and meals.

Other: This budget category shall be used for anticipated expenditures that do not fit into any of the other budget categories such as telephone, printing, postage, and indirect costs (overhead, general, and administrative). Indirect rates cannot exceed the provider's Federally approved indirect cost rate schedule. In the description area under OTHER COSTS include the % that the rate reflects, identify the budget categories to which the rate was applied, and list the specific items that the indirect is paying for.

b) Program/Work Statement Definitions:

Adaptation: The modification of an evidence-based program model that has been developed for a single demographic, ethnic, linguistic, or cultural group for use with other groups.

Bullying: Any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.

Children and Youth with Special Health Care Needs (CYSHCN): Individuals through the age of 21 years who require more care for their physical, developmental, behavioral, or emotional differences than their typically developing peers. A special health care need can include physical, intellectual, and developmental disabilities, as well as long-standing medical conditions.

Core Components: Program characteristics that must be kept intact when an intervention is being replicated or adapted, for it to produce program outcomes similar to those demonstrated in the original evaluation research.

Community-Based Organization (CBO): Any public or private not-for-profit resource hub that provides specific services within the CYSHCN community or a targeted CYSHCN population within the community through out-of-school programs, or other community setting where CYSHCN gather outside of school hours, on weekends or during school breaks.

Fidelity: The degree to which an intervention is delivered and designed. Faithfulness with which a curriculum or program is implemented; that is, how well the program is implemented without compromising its core content which is essential for the program effectiveness.

Research: Scientific investigations of program outcomes, as well as the moderators and mediators of those outcomes. Bullying and safe relationships research can be qualitative or quantitative.

Safe Relationships: Creation of respectful, trustworthy, and open communication between oneself and others that allow decisions to be made without fear.

PART TWO

Pennsylvania Department of Health
Bureau of Family Health
Division of Community Systems Development &
Outreach

**Children and Youth with Special Health Care Needs
Bullying Prevention and Safe Relationships Program**

Request for Applications (RFA) #67-162



COVER PAGE
RFA #67-162

Applicant Name: _____
(Organization or Institution)

Type of Legal Entity _____
(Corporation, Partnership, Professional Corporation, Sole Proprietorship, etc.)

Federal I.D.#: _____ **Grant Amount:** \$ _____

SAP Vendor #: _____

Address: _____

City _____ **County** _____ **State** _____ **Zip Code** _____

Application Contact Person: _____

Title: _____

Telephone No.: _____ **Fax:** _____ **E-mail:** _____

BY SIGNING BELOW, THE APPLICANT, BY ITS AUTHORIZED SIGNATORY, IS BINDING ITSELF TO THE APPLICATION AND REPRESENTING THAT ALL THE INFORMATION SUBMITTED IS TRUE AND CORRECT TO THEIR BEST KNOWLEDGE, INFORMATION AND BELIEF.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	DATE



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).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

Work Statement

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2c Work Statement for completion instructions.

The following language is required to be included in the Work Statement:

Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker 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 all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the application.

Budget Template

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2d Budget for completion instructions.

RFA# 67-162

PAYMENT PROVISIONS

The Department agrees to pay the Contractor for services rendered pursuant to this Contract as follows:

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Contract, the Department will reimburse the Contractor in accordance with Appendix C, and any subsequent amendments thereto, for the costs incurred in providing the services described in this Contract.
- B. This Contract may span several state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Contract.
- C. Payment to the Contractor shall be made in accordance with the Budget set forth in Appendix C, and any subsequent amendments thereto, as follows:
 - 1. The Department shall have the right to disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Contract and adjust any payment to the Contractor accordingly.
 - 2. Payments will be made monthly upon submission of an itemized invoice for services rendered pursuant to this Contract using the invoice format in Attachment 1 to this Appendix.
 - 3. An original invoice shall be sent by the Contractor directly to the address listed in Attachment 1 to this Appendix unless otherwise directed in writing by the Project Officer. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's Project Officer. The Department's Project Officer may request any additional information he or she deems necessary to determine whether the expenditures in question were appropriately made. The adequacy and sufficiency of supporting documentation is solely within the discretion of the Project Officer.
 - 4. The Contractor has the option to reallocate funds between and within budget categories (Budget Revision), subject to the following criteria:
 - a. General Conditions for Budget Revisions
 - i. *Budget Revisions At or Exceeding 20%.*
 - A. The Contractor shall not reallocate funds between budget categories in an amount at or exceeding 20% of the total amount of the Contract per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Department's Project Officer.
 - B. The Contractor shall request prior written approval from the Department's Project Officer when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Contract per budget year.
 - C. Reallocations at or exceeding 20% of the total amount of the Contract per budget year may not occur more than once per budget year unless the Department's Project Officer finds that there is good cause for approving one additional request. The Project Officer's determination of good cause shall be final.
 - ii. *Budget Revisions Under 20%.* The Contractor shall notify the Department's Project Officer of any Budget Revision under 20% of the total amount of the Contract per budget year in writing, but need not request Department approval, except as provided for in Paragraph 4(a)(i)(B) above.

- iii. The Contractor shall obtain written approval from the Department's Project Officer prior to reallocating funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.
 - iv. The Contractor shall provide the Department's Project Officer with notice or make a request for approval prior to the submission of the next invoice based on these changes.
 - v. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.
- b. Budget Revisions Relating to Personnel
- i. Any change to funds in the Personnel Category requires the approval of the Department's Project Officer, and any such change at 20% or over as set forth in Paragraph 4(a) shall be counted as one Budget Revision under that paragraph.
 - ii. The Contractor may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, to increase the line items in that category unless one of the following circumstances apply:
 - A. The Contractor is subject to a collective bargaining agreement or other union agreement and, during the term of this Contract, salaries, hourly wages, or fringe benefits under this Contract are increased because of a renegotiation of that collective bargaining agreement or other union agreement. The Contractor shall submit to the Department's Project Officer written documentation of the new collective bargaining or other union agreement, which necessitates such reallocation.
 - B. The Contractor is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Contract. The Contractor shall submit to the Department's Project Officer written justification for the request to increase line item amounts and reallocation of funds in connection with filling such a position in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Contract, as well as the Contractor's inability to fill the position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
 - C. The Contractor is unable to perform the work of the Contract with the existing positions, titles or classifications of staff. The Contractor may add or change a position, title or classification in order to perform work that is already required. The Contractor shall submit to the Department's Project Officer for his or her approval written justification for the request to reallocate funds in connection with changing or adding a position, title or classification, in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the contract, as well as the Contractor's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
 - iii. The number of positions accounted for by any one line item may not be decreased, or consolidated into one position, without prior written approval of the Department.
 - iv. All increases are subject to the availability of funds awarded under this Contract. The Commonwealth is not obligated to increase the amount of award.
 - v. This paragraph is not intended to restrict any employee from receiving an increase in salary from the Contractor based on the Contractor's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Contract, the following shall apply. The Contractor shall submit monthly invoices within 30 days from the last day of the month within which the work is performed. The final invoice shall be submitted within 45 days of the Contract's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time

requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. The Contractor shall be reimbursed only for services acceptable to the Department.

6. The Department, at its option, may withhold the last 20 percent of reimbursement due under this Contract, until the Project Officer has determined that all work and services required under this Contract have been performed or delivered in a manner acceptable to the Department.
 7. The Commonwealth will make payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). Within 10 days of the Grant award, the Grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The Grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
 - a. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted (for Contracts or Purchase Orders) or to the invoice or program (for Grant Agreements).
 - b. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Master Database (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - c. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.
- D. The Department's determination regarding the validity of any justification or of any request for approval under this Appendix B (Payment Provisions) is final.