

## **Payment Terms, Responsibilities and Contact Information**

1. **PROJECT OFFICER:** The person designated to act for the Commonwealth in managing this contract is:

Susan McCrone

smccrone@pa.gov

717-783-2193

2. **TERMS OF PAYMENT:**

- a. All grants are placed on a system of scheduled payments to provide operating funds during the period of the Agreement. Monthly payments are determined by dividing the approved amount by the number of months during the term of the Agreement. Payments will be initiated by the Comptroller's Office after arrival of each fully executed Agreement.
- b. Grantee shall implement a cash management system that will ensure that only the minimum amount of cash required to effectively operate the program is requested and/or kept on hand. Failure to implement and maintain such a system can result in the Grantee being suspended until an adequate cash management system has been implemented.
- c. During the life of this Agreement, unless otherwise provided in Program Guidelines, Grantee shall submit the following financial reports to the Comptroller's Office or the Department:
  1. Reconciliation of Cash on Hand Quarterly Report PDE Form No. 2030, and
  2. Final Expenditure Report.
- d. Grantee will conform to all policies and guidelines cited in the Department's individual program Policies and Procedures and/or instructions associated with the Reconciliation of Cash on Hand Quarterly Report, and Final Expenditure Report concerning the financial reports described in Paragraph 2(c), above.
- e. The Department reserves the right to disapprove any expenditures by the Grantee that are not in accordance with this Agreement.

3. **REPORTING:**

Grantee shall submit any required program and or fiscal reports that are designated by the Department and/or federal awarding agencies for the purpose of determining program outcomes and compliance. Due dates and reporting requirements will be announced by the Department.

Any unexpended funds remaining at the end of the grant period must be returned to the Department of Education.

4. **FUNDING LEVEL: THE TOTAL COST TO THE COMMONWEALTH UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE AGREEMENT.**

Payment of that amount is contingent upon the availability of Program funds and appropriations sufficient to pay the total costs. Any funds provided to the Grantee under this Agreement may only be used in accordance with this Agreement.

- a. **FUNDING INCREASE** – If the Commonwealth determines that additional Federal or State program funds are available for use under this Agreement, the Commonwealth may at its sole discretion increase the approved program cost. Such increases will be made in accordance with paragraph 5 (“Funding Adjustments”).
- b. **DECREASE** – The Commonwealth reserves the right, at its sole discretion, to reduce the total cost of this

Agreement when the Federal or State funds appropriated by the U.S. Congress and/or State Legislature are less than anticipated by the Commonwealth after Execution of this Agreement hereunder; **or** the funds appropriated are later unavailable due to a reduction or reservation in the appropriation. Such decreases will be made in accordance with paragraph 5 (“Funding Adjustments”).

- c. **UNEXPENDED FUNDS** – Grantee understands and agrees that funds which remain unexpended at the end of the term of the Agreement or upon termination of the Agreement shall be returned to the Commonwealth within sixty (60) days of the project’s ending date or termination date along with the submission of the Final Completion Report and/or Final Expenditure Report, depending on the applicable program requirements.
- d. **WITHHOLDING OF FUNDING** – Without limitation of any other remedies to which it is entitled hereunder or at law, the Commonwealth shall have the right to withhold the funding granted under this Agreement, in whole or in part, for any of the following reasons, without limitation:
  - 1. failure of Grantee to fulfill in a timely and proper manner its obligations hereunder;
  - 2. violation of laws, regulations or polices applicable to the grant or to the implementation of the project funded under this Agreement; and
  - 3. misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement.

## 5. FUNDING ADJUSTMENTS:

Funding Adjustments may be made for the following reasons and in the following manner:

### a. **Funding Increase:**

- 1. The Commonwealth shall notify the Grantee in writing of any funding increases under this Agreement.
- 2. Upon receipt of this notice the Grantee shall revise and submit to the Commonwealth a revised Program Summary Budget and if necessary, any revised pages of the Narrative which shall reflect the increase of funds.
- 3. Funding increases will take effect upon Commonwealth’s receipt and approval of the revised documents, which shall be incorporated in and made part of this Agreement.

### b. **Funding Decrease:**

- 1. The Commonwealth shall notify the Grantee in writing of any funding decreases.
- 2. Funding decreases will be effective upon receipt by the Grantee of the Commonwealth's funding decrease notice.
- 3. Funding decrease notices shall be incorporated in and made part of this Agreement.

### c. **Transfer of Funds Among Cost Categories and/or Object Codes:**

Any transfer of funds among cost functions and/or object codes must be made consistent with the applicable Program Guidelines.