Grantee Information Cover Sheet				
Region Number to Be Served	2			
Name of Intermediate Unit Applicant	Solanco School District			
Address	121 South Hess Street			
City, State and Zip Code (9 digits)	Quarryville, PA 17566-1306			
County	Lancaster			
Name of Contact Person	Robert Dangler			
Title of Contact Person	Assistant Superintendent			
Telephone	(717) 786-5609			
Email	robert_dangler@solancosd.org			
DUNS Number	027000330			
Federal Identification Number	23-6050847			
Vendor Number	0000139397			
Performance Period	July 1, 2021 to September 30, 2024			
Total Amount of Funds	\$65,882			
Number of Students & Children to Be S	erved (by grade/age)			
High School/Junior High	15			
Elementary	15			
Preschool	0			
Birth to 3 Years	0			
Total Number to Be Served	30			

Certification by Authoring Official

The applicant hereby certifies to the best of his/her knowledge and belief that the information and data contained in this application are true and correct and the filing of the application has been duly authorized by the governing body of the applicant and that applicant will comply with the assurance required of applicants if the grant is approved.

Babe	Dr. Brian Bliss	2/25/22
Authorized Signature	Print Name	Date
Superintendent	2	
Title	Region Number	***************************************

Federal Award Number: S425W210039-21A

Federal Award Date: 4/23/2021

Federal Award Agency: US Department of Education
CFDA Number and Title: 84.425W American Rescue Plan
Elementary and Secondary Schools Emergency Relief Fund –

Homeless Children and Youth (ARP-HCY)

Vendor Number: 0000139397

American Rescue Plan Elementary and Secondary Schools Emergency Relief Fund – Homeless Children and Youth (ARP-HCY)

GRANT AGREEMENT

Project #: FA-181-22-0390

Agency: Solanco SD

AUN: 113367003

Original Application

This Grant Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), through its Pennsylvania Department of Education ("Department"), and <u>Solanco SD</u> located at <u>121 S Hess St, Quarryville, PA 17566</u>, ("Grantee").

WHEREAS, the Department, created by Section 201 of the Administrative Code of 1929, as amended, 71 P.S. § 61, is the State Education Agency responsible for administration of grant programs pursuant to the General Appropriation Acts and the Public-School Code of 1949, as amended, 24 P.S. § 1-101 et seq.; and

WHEREAS, the Department has been appropriated funds by the General Assembly for the specific grant program covered by this Agreement, which is CFDA #: 84.425W American Rescue Plan Elementary and Secondary Schools Emergency Relief Fund – Homeless Children and Youth (ARP-HCY).

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

- 1. Pursuant to this Agreement, this grant shall be used to defray program costs incurred from July 1, 2021 to September 30, 2024. The Grant Agreement shall become effective on the date it is fully executed by all required parties and shall terminate on September 30, 2024 unless terminated earlier in accordance with the terms hereof.
- 2. The Grantee will receive funds in the amount of \$65,882.00 and shall be used to defray program costs incurred from July 1, 2021 to September 30, 2024. The Grantee shall furnish all qualified personnel, facilities, materials, and other services and in consultation with the Department, provide the services described in <u>Appendix B</u>.

The Grantee shall furnish all qualified personnel, facilities, materials, and other services and in consultation with the Department, provide the services described in Appendix B.

3. This Agreement is comprised of the following Appendices which are hereby incorporated by reference into this Agreement:

Appendix A – Special Program Terms

Appendix B – Grantee's Program Narrative and Budget

Appendix C – Payment Terms, Responsibilities and Contact Information

4. Grantee acknowledges having reviewed a copy of the Department's Master Standard Terms and Conditions, which are available at www.education.pa.gov/mstc and are incorporated by reference into and made a part of this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties subscribe their signatures to this Agreement below.

Federal Award Number: S425W210039-21A

Federal Award Date: 4/23/2021

Federal Award Agency: US Department of Education CFDA Number and Title: 84.425W American Rescue Plan Elementary and Secondary Schools Emergency Relief Fund – Homeless Children and Youth (ARP-HCY)

Vendor Number: 0000139397

FOR THE GRANTEE

Signature:Brian Bliss - Electronic Signature	Date:2/22/2022
Title:Superintendent	
Signature:	Date:
Title:	

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003

Original Application

Federal Award Number: S425W210039-21A

Federal Award Date: 4/23/2021

Federal Award Agency: US Department of Education
CFDA Number and Title: 84.425W American Rescue Plan
Elementary and Secondary Schools Emergency Relief Fund –

Total amount of Federal funds obligated to grant recipient: <u>\$</u>

If this is for research and development, please check here:

Homeless Children and Youth (ARP-HCY)

Vendor Number: 0000139397

FOR THE COMMONWEALTH For the Secretary of Education: _____ Date: _____ APPROVED AS TO FORM AND LEGALITY Office of Chief Counsel: Date: Department of Education Office of General Counsel: Date: _____ Date: Office of Attorney General: Form Approval No. 6-FA-21.0 Comptroller approved as to fiscal responsibility, budgetary appropriateness and availability of funds in the amount of \$65,882.00 Comptroller: _____ Date: ____ **Vendor Name: Solanco SD** Address: 121 S Hess St, Quarryville, PA 17566 Fed ID #: 236050847 Vendor #: 0000139397

Project #: FA-181-22-0390

Agency: Solanco SD

AUN: 113367003

Original Application

Federal Award Number: S425W210039-21A

Federal Award Date: 4/23/2021

Federal Award Agency: US Department of Education CFDA Number and Title: 84.425W American Rescue Plan Elementary and Secondary Schools Emergency Relief Fund – Homeless Children and Youth (ARP-HCY) Vendor Number: 0000139397

Project #: FA-181-22-0390
Agency: Solanco SD
AUN: 113367003
Original Application

Grant Title	Funding	Project	CFDA	Allocation	Award
	Source	Number	Number	Amount	Amount
American Rescue Plan ESSER Fund – Homeless Children and Youth (ARP-HCY)	Federal	FA-181- 22-0390	84.425W	\$65,882.00	\$65,882.00

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003 Appendix A

Special Program Terms

1. Grantee must use these grant funds to implement the American Rescue Plan Elementary and Secondary Schools Emergency Relief Fund – Homeless Children and Youth (ARP-HCY) requirements.

- 2. Grantee must adopt policies and practices to ensure that homeless children and youth are not isolated or stigmatized.
- 3. Grantee must provide the ARP-HCY I/II staff access to data concerning the number of homeless children and youth, including homeless preschoolers, which are provided assistance from the grant.
- 4. Grantee must provide equal opportunities to participate for all eligible students, teachers and other program beneficiaries in any project or activity carried out under this grant.
- 5. Grantee must comply with all requirements mandated by the Pennsylvania Department of Education (PDE) and the U.S. Department of Education, including the Uniform Grant Guidance. The Grantee must comply with all applicable federal and state laws, regulations, and non-regulatory guidance and ECYEH Program policies including but not limited to the quality control procedure, student eligibility determinations and fiscal process.
- 6. Federal funds received under this contract will be used only for programs and projects, in accordance with 20 U.S.C. §6396(b)(1). [20 U.S.C. §6394(c)].
- 7. Grantee must use the results of the assessments carried out pursuant to 20 U.S.C. §6394 and 34 CFR §200.84 to improve the services provided to homeless children.
- 8. Equipment and supplies purchased with funds provided under this Grant shall be used only for grant program purposes, and in a manner consistent with relevant restrictions contained in federal statutes and regulations. Title or ownership of the equipment and supplies shall be with the PDE. Grantee shall request pre-approval from the ECYEH State Director for disposal or recycling of all inventories. Grantee shall develop and maintain a
- 9. All technology expenditures, including hardware, software, licenses, cameras, scanners, cell phones, etc., must be justified and pre-approved by the ECYEH State Director.
- 10. Grantee must provide the PDE with monthly fiscal and end-of-year program progress reports in a timely and appropriate manner.
- 11. Budget Revisions may be made to the estimated budgets at any time during the grant but no later than 10 days prior to the expiration date of the grant. Any deviation from the original budget that was signed by all parties, requires a budget revision.
- 12. Grantee must provide fiscal management and fiscal reports, as requested by PDE. Grantee shall use fiscal control and accounting procedures, which will assure proper disbursement of funds provided.
- 13. Grantee must administer program in accordance with all federal and state statutes and regulations applicable to this program, unless the requirement of any statute or regulations, has been expressly waived in writing by PDE.
- 14. Grantee must use fiscal control and fund accounting procedures to ensure proper disbursement of, and accounting for, federal funds paid to the applicant under each such program.
- 15. Grantee must ensure that the corrections of deficiencies in program operations that are identified through audits, monitoring, or evaluation are implemented.
- 16. Grantee must cooperate fully with all evaluators or monitors during any state or Federal evaluation of any program consolidated hereunder.
- 17. Grantee acknowledges that this Agreement may be revised pursuant to ongoing guidance from the relevant federal or Commonwealth agency regarding requirements for the funds subject to this Agreement. Grantee agrees to abide by any such revisions upon written notification from Commonwealth of the revisions, which will automatically become a material part of this Agreement, without the necessity of either party executing any further instrument.

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003 Appendix A

Turnover Provision

Grantee must prepare a Turnover Plan and provide it to the PDE within 90 days of this grant's start date for review and approval.

Grantee must be able to make an orderly and smooth transition to a new Grantee upon termination of the Grant Agreement.

Grantee must do the following:

- 1. Provide PDE with a complete inventory list of all items purchased with ECYEH funds. This includes computers, printer, scanners, furniture, office supplies, books, curriculums, etc.
- 2. Transfer all equipment items to PDE or to any area specified by PDE.
- 3. Cooperate with the Commonwealth and supply the Commonwealth and/or its successor Grantee with all information required by the Commonwealth or its successor Grantee during the turnover process.
- 4. Any data files inherent to the continuation of services must be returned to the Commonwealth or provided to the new Grantee in their entirety and in usable form 30 days before termination of the Grant Agreement.
- 5. Provide the successor Grantee with all material produced or compiled by Grantee in accomplishing this Project and relinquish ownership thereof to the successor Grantee on or before termination of the Agreement.
- 6. Pay all costs related to the transfer of materials and responsibilities to its successor Grantee.

Uniform Guidance Specific Conditions

Grantee acknowledges the following additional requirements set forth in 2 CFR §200.208:

- 1. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, under the following circumstances:
 - Based on the criteria set forth in §200.206 Federal awarding agency review of risk posed by applicants.
- a. When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a federal award.
- b. When an applicant or recipient fails to meet expected performance goals as described in §200.211; or
- c. When an applicant or recipient is not otherwise responsible.
- 2. These additional Federal award conditions may include items such as the following:
 - a. Requiring payments as reimbursements rather than advance payments.
 - b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance.
 - c. Requiring additional, more detailed financial reports.
 - d. Requiring additional project monitoring.
 - e. Requiring the non-Federal entity to obtain technical or management assistance; or
 - f. Establishing additional prior approvals.

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003

Appendix B

Section: Narratives - Narrative Upload

Upload the Narrative in the space below by following these steps:

- 1. click the 'Upload File' button at the bottom of the screen; a computer dialog box will appear.
- 2. through the dialog box, navigate to the documents you want to attach to the application.
- 3. click 'Open' at the bottom of the dialog box to attach the selected document to the application.

I CHECK HERE - To confirm that you have uploaded your narrative PDF document.

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003

Appendix B

Section: Budget - Salary Expenditures Salary Expenditures

Budget

\$65,882.00

Allocation

\$65,882.00

Budget Over(Under) Allocation

\$0.00

Budget Detail

*Note 2/17 - Budget values should be rounded to the nearest whole value. Decimals were mistakenly included at open, and have been removed.

Employee Title	Function	Object	%	Pay Per Hour	Hours Per Week	# of Weeks	Amount
Tutor	1000 - Instruction	100 - Salaries		36	24	12	10,368.00
							10,368.00

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003

Appendix B

Section: Budget - Benefit Expenditures Benefit Expenditures

Budget

\$65,882.00

Allocation

\$65,882.00

Budget Over(Under) Allocation

\$0.00

Budget Detail

Employee Title	Function	Object	%	Pay Per Hour	Hours Per Week	# of Weeks	Amount
Tutor	1000 - Instruction	200 - Benefits	25	9	24	12	2,592.00
							2,592.00

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003 Appendix B

Section: Budget - Other Expenditures
Other Expenditures

Budget

\$65,882.00

Allocation

\$65,882.00

Budget Over(Under) Allocation

\$0.00

Budget Detail

Function	Object	Rate	Number of Months	Total Amount
1000 - Instruction	300 - Purchased Professional and Technical Services	15,000	3	45,000.00
2700 - Student Transportation	300 - Purchased Professional and Technical Services	2,640	3	7,920.00
1000 - Instruction	600 - Supplies	2	1	2.00
				52,922.00

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003 Appendix B

Section: Budget - Budget Summary Budget Summary

	100 Salaries	200 Benefits	300 Purchased Professional and Technical Services	400 Purchased Property Services	500 Other Purchased Services	600 Supplies 800 Dues and Fees	700 Property	Totals
1000 Instruction	\$10,368.00	\$2,592.00	\$45,000.00	\$0.00	\$0.00	\$2.00	\$0.00	\$57,962.00
1190 FEDERALLY FUNDED REGULAR PROGRAMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2100 SUPPORT SERVICES – STUDENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2200 Staff Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2300 SUPPORT SERVICES - ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2500 Business Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2600 Operation and Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2700 Student Transportation	\$0.00	\$0.00	\$7,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,920.00
2800 Central Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$10,368.00	\$2,592.00	\$52,920.00	\$0.00	\$0.00	\$2.00	\$0.00	\$65,882.00
				Approved	Indirect Cost/C	perational R	ate: 0.0000	\$0.00
							Final	\$65,882.00

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003 Appendix B

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003 Appendix C

Payment Terms, Responsibilities and Contact Information

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

David Boyer bodavi@pa.gov (717) 705-2881

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. The Grantee agrees to implement a cash management system which 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, the Grantee agrees to 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;
 - 2. Final Expenditure Report; and
 - 3. Final Detailed Budget Narrative. These two expenditure reports are due no later than 60 calendar days after the grant terminates.
- d. The Grantee will conform to all policies and guidelines cited in the Grantor'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 Commonwealth reserves the right to disapprove any expenditures by the Grantee which are not in accordance with this Agreement.
- f. As part of the fiscal monitoring of expenditures, the Grantee will use the File Transfer Program (FTP) system to upload all required documentation monthly. Documentation includes spreadsheets plus backup documentation (receipts, purchase orders, etc.). Grantees will be provided with a username and password for uploading the monthly documentation. Refer to the FTP Procedures and FTP Upload Instructions located in the budget instructions and forms Excel file.
- g. If Grantee is noncompliant, PDE will withhold payments until all documentation is received and approved.

3. FUNDING LEVEL

a. THE TOTAL COST TO THE COMMONWEALTH UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE AGREEMENT.

Payment of that amount <u>is contingent upon the availability of Federal and State Program funds and State Legislative appropriations sufficient to pay the total costs.</u>

Any funds provided to the Grantee under this Agreement may only be used in accordance with this Agreement.

- b. **FUNDING INCREASE** If the Commonwealth determines that additional Federal or State program funds are available for use under this Agreement, the Commonwealth <u>may at its sole discretion</u> increase the approved program cost. Such increases will be made in accordance with paragraph 4 ("Funding Adjustments").
- c. **FUNDING DECREASE** The Commonwealth reserves the right, at its sole discretion, to reduce the total cost

Project #: FA-181-22-0390 Agency: Solanco SD AUN: 113367003 Appendix C

of this Agreement when:

1. During any quarter of the agreement period, the Grantee spends less than the total amount planned on the approved Program Budget of this Agreement for such quarter; or

- 2. 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
- 3. The funds appropriated are later unavailable due to a reduction or reservation in the appropriation.

Such decreases will be made in accordance with paragraph 4 ("Funding Adjustments").

- d. **UNEXPENDED FUNDS** –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) calendar 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.
- e. **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 Grant 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 Grant Agreement; and
 - 3. misuse of funds, mismanagement, criminal activity, or malfeasance in the implementation of this Grant Agreement.

4. 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.

ATTACHMENT E FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Subgrantee must complete Federal Funding Accountability and Transparency Act (FFATA) form attached here. This form is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA form will cause the inability of the Commonwealth to process this grant and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

- (a) Registration and Identification Information The Subgrantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration. Subgrantee must provide its DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with the signed grant agreement.
- (b) <u>Primary Location</u> Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.
- (c) <u>Compensation of Officers</u> Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if**-
 - 1. the entity in the preceding fiscal year received
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$25,000,000 or more in annual gross revenues from Federal awards: and
 - c. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Subgrantee provides such information responding to this question.

Federal Funding Accountability and Transparency Act Sub-recipient Data Sheet

Grantee must provide information along with Grantee's return of the signed grant agreement.

The Commonwealth will not process the grant until such time that Grantee provides such information.

The Commonwealth will not process the grant antil such time that Grantee provides such information.					
DUNS NUMBER					
DUNS Number:					
DUNS Number + 4 (if applicable):					
2 01 to 1 tumber 1 (in upplicate).					
current registration in the Central Contractor Registrat	DUNS number, and DUNS + 4 number if applicable. Grantee must maintain tion (www.ccr.gov) at all times during which they have active federal awards and Bradstreet Data Universal Numbering System (DUNS) Number ation in the Central Contractor Registration.]				
PRIMARY LOCATION					
City:					
State:					
Zip+4:					
	monwealth the primary location of performance under the award, including n. If performance is to occur in multiple locations, then Grantee must list the to be expended pursuant to the grant agreement.]				
Compensation of Officers					
•					
Officer 1 Name:					
Officer 1 Compensation:					
Officer 2 Name:					
Officer 2 Compensation:					
Officer 3 Name:	By marking the following box				
Officer 3 Compensation:	Grantee affirms they do not meet				
Officer 4 Name:	the conditions for reporting highly				
Officer 4 Compensation:	compensated officials				
Officer 5 Name:					
Officer 5 Compensation:					
compensated officers of the entity ifr- (i) the entity in the preceding fiscal year received— (I) 80 percent or more of its annual gross revenue (II) \$25,000,000 or more in annual gross revenue (ii) the public does not have access to information about					
the Internal Revenue Code of 1986.					

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the

requirements of this clause are inapplicable to the Grantee.