

PRINCE GEORGE'S PROVIDER COUNCIL DSP GRANT PROGRAM
ACKNOWLEDGMENT and AGREEMENT of TERMS and CONDITIONS
Fiscal Year 2025

I. Introduction

The Prince George's County DSP Supplement Grant Program is funded by the Prince George's County Government and made through the Prince George's Provider Council (PGPC), a non-profit coalition of community-based direct-service providers serving County citizens who have support needs related to intellectual and/or developmental disabilities. This Grant is for the explicit purpose of providing a staff wage supplement to organizations providing Direct Support Hours for County citizens receiving DDA-funded residential, meaningful day, and/or support services, and is subject to and in consideration of Grantee's compliance with the terms and conditions incorporated either directly or by reference in the following:

- 1) Definitions. For the purposes of this award term:
 - a) **"Direct Support Hours"** means the person-specific interaction/support and work done with, or on behalf of, eligible persons related to provision of services in accordance with the individual person-centered plan for persons residing in and/or receiving DDA-funded services in Prince George's County, Maryland. Direct Support Hours do not include paid leave, holidays, or agency fees for contract workers employed through placement agencies. Staff training hours reported are not to exceed 10% of the total DSP hours submitted in a fiscal year.
 - b) **"Direct Support Professional (DSP)"** means an employee who spends at least 50% of their work time providing direct support services.
 - c) **"Hourly Subsidy Rate"** means the supplemental rate, determined by the County on an annual basis and applied to the base rate of Direct Support Professionals to: (1) subsidize the Maryland Development Disabilities Administration (DDA) funded wage factor; (2) allow for adjustments to account for salary compression and tenure factors; and (3) provide additional compensation to acquire and retain necessary skilled staff.
 - d) **"Hourly Base Rate"** is the wage paid for regular work hours. For purpose of reporting, hours worked may include regular and over-time hours as long as the base hourly rate is within the specified range of no less than legal minimum wage and not more than the cap specified in the current year *Application Instructions* posted on the PGPC website.
 - e) **"Grant Application"** means the Prince George's County approved Grant Application for providers of community services for persons with intellectual and developmental disabilities.
 - f) **"Wage-Related Expenses"** means the following wage-based taxes and fees legally required to be paid by the Eligible Provider for Direct Support Hours earned by a Direct Support Professional: (1) employer's share of Social Security and Medicare taxes; (2) federal unemployment taxes; (3) state unemployment taxes; and (4) Worker's Compensation Insurance. This definition excludes: income taxes; health, accident and retirement benefits; and paid employee leave.
- 2) Purpose of Grant. The purpose of this Grant is to provide a supplement, in the form of an Hourly Subsidy Rate, to organizations providing Direct Support Hours for persons receiving residential, meaningful day, and/or support services provided through and funded by the DDA. Participating Community Service Provider organizations must demonstrate that 100% of the Grant funding is being used to subsidize the base pay rate and the proportional increase in Wage-Related Expenses of Direct Support Professionals. Application of the Hourly Subsidy Rate may not result in a rate of pay (hourly base plus subsidy) exceeding the cap amount announced annually by the PGPC.

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- 3) Role of Parties. The PGPC leadership is responsible for overall management and administration of the Grant, to include decisions as to applicant verification and participation as well as record maintenance to show compliance with County Grant requirements. The PGPC will utilize information from quarterly and annual reports, audit reports, and other appropriate means to assure that the Grant is operated in compliance with the terms and conditions of the Grant award. The PGPC retains a 5% administration fee, and may secure services as needed to assure proper administration and fiscal management of the Grant program. The PGPC agrees to provide all records related to the Grant to Prince George's County Government for purposes of audit.
- 4) Acceptance of Terms of Award. In obtaining Grant funds, the individual Grantee acknowledges acceptance of these *Terms and Conditions* of the award and is obligated to perform in accordance with the requirements stated herein. If the Grantee cannot accept the terms as stated, the Grantee must notify the PGPC Chair within 10 days of receipt of award notice. Upon acceptance by a Grantee, these *Terms and Conditions* are binding on the Grantee unless and until modified by the PGPC.
- 5) Compliance with Requirements set forth in Grant Application. To acknowledge this Agreement, accept the Grant, and receive the funds, Applicant must include this signed *Acknowledgment and Agreement of Terms and Conditions* with the Application by the due date of **September 1st**. Failure to do so will result in the Applicant being ineligible to receive Grant funds in the current fiscal year.

II. General Conditions

- 1) Use of Grant Funds: This Grant is for purposes stated and the funds provided hereunder may be spent only in accordance with said purpose. Grant funds will be disbursed at the direction of PGPC leadership upon approval of the required Application with supporting documents, as well as timely and accurate quarterly reports. Failure to meet these deadlines may result in forfeiture by the Grantee of all or part of the Grant award amount. Disbursement of Grants funds is contingent upon availability of funds.
 - a) Grantee organization is responsible for proper expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices for a period of 5 years.
 - b) If the purpose of the Grant or use of the Grant funds is changed, or if such purpose becomes impossible, unnecessary, or undesirable in the judgment of the PGPC and/or the County, or if the Grantee should cease services, disbursed funds or any part thereof may be recovered by the PGPC.
- 2) Notification of Change in Circumstances. Grantee must notify the PGPC Chair within 7 days if any of the following occurs:
 - a) No longer provides DDA-funded services in the County;
 - b) Failure to maintain required DDA licensure; or
 - c) A change in the organization or its leadership that would negatively affect its capacity to carry out the intended goals of the Grant Program.
- 3) Reversion of Grant Funds: Grantee will return to PGPC any unexpended funds at the close of the fiscal year (July 1 through June 30). Funds also will be promptly returned if the PGPC or the County determines that the Grantee has not performed in compliance with the general conditions.
- 4) Reporting: Grantee will prepare Quarterly Reports for each fiscal year quarter, to be submitted on forms provided by the PGPC, showing the eligible Direct Support Hours and hourly base rate paid to DSP's for community-based services funded by the DDA, to establish proper allocation of Grant funds. Quarterly Reports are due within fifteen (15) days after the close of the quarter, and submission is to include Agency payroll records supporting the wage data contained in the Report. Grantee shall provide additional records related to the Grant upon written request by the PGPC or the County within thirty

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(30) days after receipt of such request. Furthermore, Grantee shall properly, accurately, and completely maintain detailed and accurate records and other supporting documentation related to its obligations under this Agreement for five (5) years following date of termination of the Agreement.

- 5) Limit of Commitment: Unless otherwise stipulated in writing, this Grant is made with the understanding that the PGPC has no obligation to provide other or additional support to the Grantee.
- 6) Indemnification: Grantee agrees to indemnify the County, its officers, directors, agents, and employees; the PGPC leadership team, their members, employees, contractors, agents and representatives, from any complaint, claim or cause of action arising or resulting from this Grant.
- 7) Audit: Grantee allows the PGPC leadership and the County sufficient access to inspect and audit reports and information related to this Grant. Grantee acknowledges that it will not be subject to more than one random audit per year unless inaccuracies with reported Direct Support Hours or rates are noted. Grantee acknowledges that failure to comply with this audit requirement may result in termination, suspension, retention by, or reimbursement to the PGPC Grant custodian, of any Grant funds received, and may jeopardize the award of any such future Grant funds.
- 8) No County Commitment to Third Parties: The PGPC and the Grantee acknowledge and agree that, notwithstanding any concurrence by the County in or approval of the Grant award, absent the express written consent by the County, the County is not a party to this contract and shall not be subject to any obligations or liabilities to the Grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the Grant award.

III. Term of Performance:

The term of this Agreement shall be for a period of 12 months effective July 1, 2024 and continuing through June 30, 2025, subject to the continued available funding awarded by the County. Grant may be extended for additional one-year terms, at the sole discretion of the PGPC and the County, in writing and subject to continued available funding awarded by the County.

IV. Termination Clauses:

- 1) Termination for Insufficient Funds: If the present source of Grant funding is insufficient, this Agreement may be terminated at the option of the PGPC by written notice. If the PGPC terminates this Agreement, the Grantee shall not be entitled to recover non-anticipatory profits or costs not incurred prior to the time of termination.
- 2) Termination for Cause: The PGPC may terminate this Agreement by written notice to the Grantee, for cause including, but not limited to, the following:
 - a) Improper and/or ineffective use of Grant funds;
 - b) Refusal and/or failure to comply with the terms and conditions of this Agreement;
 - c) Submission of reports which are incorrect and/or incomplete in any material respect;
 - d) Failure to comply with any applicable County, State and/or Federal laws, ordinances, rules, regulations or orders of any agency or authority having jurisdiction relating to this Agreement and/or any requirements set forth by the Maryland DDA; or
 - e) Grantee fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement.

Grantee shall be notified of termination under this provision by written notice from the PGPC. The notice shall specify the acts and/or cause resulting in the termination of this Agreement. Grantee may receive funds for eligible Direct Service Hours rendered prior to the termination of this Agreement. In the event

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the PGPC and/or the County makes a determination that damages are more than the compensation payable to Grantee, Grantee shall remain liable after the termination date of this Agreement and the PGPC can affirmatively collect damages for default.

- 3) Termination for Convenience: The performance of work under this Agreement may be terminated by the PGPC within thirty (30) days written notice in accordance with this provision in whole, or from time- to-time in part, whenever the PGPC or the County shall determine that such termination is in the best interest of the County. Grantee may receive funds for the eligible Direct Service Hours rendered prior to the termination date of this Agreement.

V. Certificate(s) and Proof of Insurance: Upon approval for Grant Program participation, the Grantee will furnish to the Grant Administrator, necessary Certificate(s) of Insurance (COI), to verify coverage required by the State of Maryland in order to be licensed or authorized to provide services; and in accordance with the original written Master Agreement, COI’s shall list separately each Certificate Holder:

- 1) Prince George’s County Government
14741 Governor Oden Bowie Dr
Upper Marlboro MD 20772
- and
- 2) Prince George's Provider Council
PO Box 1906
Beltsville MD 20704

COI's may be sent by the Applicant, or by the insurance broker on instruction from the Applicant, however, the Applicant is responsible for assuring they are furnished. They are to be sent digitally to the Grant Administrator at *joyce.sims@pgprovidercouncil.org*.

By my signature below, I acknowledge understanding of and agree to adhere to all terms and conditions of this Acknowledgement and Agreement.

For the Grantee:

Name of Organization: _____

Signature: _____ Date: _____

Printed Name and Title: _____

By my signature below, I acknowledge receipt of the properly signed Acknowledgment and Agreement.

For the Prince George’s Provider Council:

Signature: _____ Date: _____

Printed Name and Title: _____