

AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN THE

AND

THIS AMENDMENT TO MEMORANDUM OF AGREEMENT is made and executed this _____ day of _____, _____, by and between the County of _____, a political subdivision of the Commonwealth of Pennsylvania, with a principal place of business at the _____;

hereinafter called the "County" and _____,

a non-profit organization, with a principal place of _____;

hereinafter called the "Contractor".

WITNESSETH

WHEREAS, by Memorandum of Agreement dated the ____ day of _____, _____, the parties entered into an Agreement for the County to apply and function as a pass-through entity for _____ for the administration of FEMA Category B public assistance funds, hereinafter called the "Agreement", and

WHEREAS, the County and the Contractor now mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and in the Agreement, and intending to be legally bound, agree as follows:

1. All provisions of the Agreement shall be renewed, shall continue in full force and effect as herein modified, and shall be binding upon and inure to the benefit of all parties to this Agreement.
2. The Agreement shall be amended to be retroactive to _____, _____, and expire on _____.
3. Except as expressly modified and amended herein, all other terms and conditions of the Agreement are hereby ratified and reaffirmed, shall remain in full force and effect, and shall be binding upon and inure to the benefit of the parties to this Agreement.
4. This Amendment and any attachments constitute the entire Agreement among the parties with respect to the matters set forth herein and in the Agreement.
5. In the event that any inconsistencies exist between this Amendment to Memorandum of Agreement and the original Agreement, this Amendment to Memorandum of Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers and/or representatives, have hereunto set their hands the day and year first written above.

COUNTY:

ATTEST:

Name and Title: _____

Name and Title: _____

Name and Title: _____

Name and Title: _____

Date: _____

ATTEST:

Name and Title: _____

Name and Title: _____

Date: _____

MEMORANDUM OF AGREEMENT BETWEEN

[] ("COUNTY")

AND

[]

THIS AGREEMENT, entered into as of this day of _____, _____, _____ by and between the _____ and **COUNTY**.

WITNESSETH THAT:

WHEREAS, the State of Pennsylvania is under Emergency Declaration for COVID-19 pandemic;

WHEREAS, Federal Emergency Management Agency ("FEMA") has provision for non-congregate sheltering of "at-risk persons" in congregate settings through Public Assistance Category B Non-Congregate Shelter, hereafter called FEMA Category B;¹

WHEREAS, persons at Long Term Care Facilities with a disability or elderly are a vulnerable "at risk" population residing In congregate settings, hereto referred to as "vulnerable congregate residents;"

WHEREAS, FEMA provides guidance to State, Local, Tribal and Territorial ("SLTT") partners to anticipate and attend to the needs of people with disabilities;

WHEREAS, FEMA encourages SLTT partners to plan for Personal Assistance Services ("PAS") prior to disasters;

WHEREAS, FEMA identifies Centers for Independent Living ("CILs") as a valuable resource for at risk congregate residents and highlight the critical role of CILs in providing reasonable disability modifications and accommodations as needed for safe and expeditious services including, but not limited to, transportation, food, shelter, durable medical equipment, effective communication access, health maintenance end personal assistance services (PAS) for residents in non-traditional settings;²

WHEREAS, FEMA require that the "responsible entity" for submitting and receiving FEMA Public Assistance Funds must be a SLTT partner and FEMA allows the SLTT partner to serve as pass-through for costs incurred by private non-profit agencies providing needed services,

WHEREAS, FEMA requires the SLTT partner formalize an agreement with the private non- profit PAS provider for whom the STLT will submit that agency's requests for FEMA Category B reimbursement;³

WHEREAS, _____ is a CIL and a provider with a proven track record and resource to provide PAS in non-congregate and non-traditional settings for vulnerable congregate populations;

WHEREAS, COUNTY is a SLTT seeking a provider to assist with providing PAS prior to disasters and during in COUNTY, Pennsylvania;

WHEREAS, _____ has approached COUNTY as a provider willing to submit through FEMA's established processes, requests for reimbursement on behalf of COUNTY for FEMA Category B assistance reimbursement.

¹ FEMA-Public Assistance Policy Guide, Version 4, July 2020, Emergency Protective Measures Category B, 0.2

² PEMA-Addendum to the Mass Care/Emergency Assistance Pandemic Planning Considerations: 12/720. Pg.4

³ Ibid, Page 2. B.1.b.

MEMORANDUM OF AGREEMENT BETWEEN

_____ ("COUNTY")

AND

WHEREAS, under FEMA Category B program, COUNTY would function as a pass-through entity with no financial obligation or responsibility of outcome to the PAS administered through _____;

WHEREAS, _____ is obligated to fully and completely comply with all requirements and obligations of the FEMA Category B program;

WHEREAS, _____ is responsible to provide COUNTY with such documentation as is reasonably necessary to assure COUNTY that _____ is properly disbursing and administering FEMA Category B program funds; and,

WHEREAS, _____ indemnifies and holds COUNTY harmless for any liability or responsibility for FEMA Category B cost reimbursements submitted and for the outcome of any PAS administered through _____ with said funds; and,

WHEREAS, the Parties desire to have this Agreement to memorialize their understandings and respective responsibilities for FEMA Category B funds that are passed through COUNTY to _____ pursuant to the FEMA Category B program.

NOW, THEREFORE, in consideration of the foregoing Background and the recitals contained therein, which are incorporated into this Agreement herein below by reference, the parties agree as follows:

1. COUNTY agrees to submit FEMA Category B requests through FEMA protocols, for reimbursement of services including, but not limited to, coordination, transportation, food, shelter, durable medical equipment, effective communication access, health maintenance and PAS costs incurred by the _____, and to pass-through any approved reimbursements to the _____, with no other requirement or responsibility.
2. _____ agrees to provide PAS for vulnerable congregate residents who reside in congregate settings in COUNTY. (_____ will provide and/or coordinate PAS in a cohort setting for residents of congregate settings in the county.)
3. _____ agrees to provide all documentation of eligible costs for FEMA Category B reimbursement to the COUNTY and COUNTY for submission.
4. _____, in its administration of the FEMA Category B reimbursements, shall comply with all laws, regulations, terms and conditions of the FEMA Category B program as set forth by FEMA and shall comply with all other applicable federal, state, and local laws and regulations.
5. _____ shall provide the COUNTY with completed reports required under the terms of the FEMA Category B program or otherwise required by the COUNTY, by forwarding copies to its Purchasing Office to evidence full compliance with the FEMA Category B program.
6. _____ will provide the COUNTY, by forwarding copies to its Purchasing Office, with invoices and/or copies of the front and backs of checks to substantiate all use of the FEMA Category B program funds and compliance with FEMA Category B program requirements, and shall maintain such records and keep them available for review by COUNTY and/or its agents.
7. Upon request, shall allow independent auditors or COUNTY's auditors access to the

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[] ("COUNTY")

AND

[]

_____ records, financial and otherwise, in order to determine compliance with all laws, regulations, terms and conditions of the FEMA Category B program.

- 8. _____ audit will be reviewed by COUNTY for the purpose of determining compliance or non-compliance. If non-compliance arises, _____ will be directed to take corrective action. Upon direction to take corrective action, the RTFCIL will, in writing, inform the COUNTY of its timetable for implementation of the required corrective action and after the completion of the timetable, certify to the COUNTY die completion of the necessary corrective action.
- 9. In the event of _____ fails to comply with the requirements of the FEMA Category B program or of this Agreement, COUNTY may terminate the _____ further participation in the FEMA Category B program through COUNTY or withhold payment of the FEMA Category B funds until all conditions are met.
- 10. _____ shall indemnify, defend and hold COUNTY, its elected and appointed officials, officers, directors, agents, servants and/or employees harmless from and against any and all claims, demands, damages and causes of action arising out of or pertaining to any actor omission of the _____, its officers, directors, agents, servants and/or employees and for any costs incurred by the COUNTY arising out of the _____ failure to comply with this Agreement or the FEMA Category B program. This indemnification shall cover COUNTY for any failure on the part of FEMA, its officers, directors, agents, servants and/or employees in terms of any reimbursements made to or refused to _____.
- 11. Under no circumstance shall COUNTY be liable on any claims, demands, damages or causes of action arising out of or pertaining to any unavailability of the FEMA Category B program funds.
- 12. This Agreement shall be effective as of the _____ day of _____, _____, and shall expire, unless renewed by the Parties, on the _____ day of _____, _____.

[Remainder of this Page Intentionally Blank - Signature Page to Follow]

MEMORANDUM OF AGREEMENT BETWEEN

("COUNTY")

AND

IN WITNESS WHEREOF, and intending to be legally bound hereby, this agreement has been

executed this _____ day of _____, _____.

COUNTY:

ATTEST:

Name and Title: _____

Name and Title: _____

Name and Title: _____

Name and Title: _____

Date: _____

ATTEST:

Name and Title: _____

Name and Title: _____

Date: _____