

AGREEMENT BETWEEN THE PENNSYLVANIA DEPARTMENT OF HEALTH AND  
YORK CITY BUREAU OF HEALTH

(Name)

WHEREFORE, in witness of the covenants set forth below on the attached pages, the parties have affixed their signatures hereto:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Title Print/Type Name

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Title Print/Type Name

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Pennsylvania Department of Health

Approved as to form and legality:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Office of Legal Counsel  
Pennsylvania Department of Health

AND  
BY: Not Required \_\_\_\_\_ DATE: \_\_\_\_\_  
Office of General Counsel  
Commonwealth of Pennsylvania

AND  
BY: Not Required \_\_\_\_\_ DATE: \_\_\_\_\_  
Office of Attorney General  
Commonwealth of Pennsylvania

I hereby certify that funds are available in the amount(s) and in the appropriation symbol(s) as shown below:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Comptroller  
Public Health and Human Services

Nicolle Nestler, Project Officer  
717-736-7311

Jana Burdge, Alternate Project Officer  
717-736-7292

SAP #: 4100073278

**GRANT AGREEMENT BETWEEN THE PENNSYLVANIA  
DEPARTMENT OF HEALTH**

**AND**

**YORK CITY BUREAU OF HEALTH**

THIS GRANT AGREEMENT, hereinafter referred to as "Grant Agreement" or "Agreement", is made by and between the Commonwealth of Pennsylvania, Department of Health, hereinafter referred to as "the Department", and York City Bureau of Health hereinafter referred to as "Grantee."

WHEREAS, the Department has the power and duty to protect the health of the people of this Commonwealth, and to determine and employ the most efficient and practical means for the prevention and suppression of disease pursuant to 71 P.S. §532; and

WHEREAS, this Agreement is a Grant Agreement and not subject to the Commonwealth Procurement Code, P.L. 358, No. 57, May 15, 1998, 62 Pa.C.S.A. §101 et seq., (Act 57).

WHEREAS, the Department is in receipt of or anticipates receipt of Federal funds or state funds or both pursuant to 71 P.S. §532 to provide for the purposes of this Grant Agreement, and this Grant Agreement is contingent upon appropriation and receipt of such funds.

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

**I. GRANT AGREEMENT TERM**

**A.** This Grant Agreement shall be effective from 07/01/2016 through 06/30/2017, subject to its other provisions, and the availability of funds, whether state or Federal unless terminated earlier by either party according to the termination provisions of this Grant Agreement.

**B. No-Cost Extension.** The term of this Grant Agreement may be extended with no additional funding by a written notice signed by the Department in order to allow the Grantee to continue to use the funds to perform the work of this Grant Agreement at the same terms and conditions as this Grant Agreement for an additional period of time. For the purpose of this extension, the funding amount is limited to the funds not spent by the Grantee by the end of the Budget period. At no time will the length of this Grant Agreement exceed 5 years including any extension.

**C. Renewal.**

At the Department's discretion and by letter notice, the Department may renew this Grant Agreement for the following term: 3 one year renewals.

1. In the event of a renewal, the Department may choose to renew the Grant Agreement as follows:
  - a) At the Grant Agreement's original terms or conditions; or
  - b) To increase or decrease the grant amount or salaries, hourly wages or fringe benefits to reflect cost increases so long as that increase does not exceed 20% of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in the scope of work of the original agreement in the renewal; or
  - c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original Grant Agreement, including

SAFs, Funding Reduction Change Orders, Budget Revisions, or formal Amendments. The increase or decrease of work shall be limited to deliverables established in the amendment. Nothing in this paragraph shall be read to permit the scope of work of the Grant Agreement to be changed.

2. The Department is not obligated to increase the amount of the Grant award.
3. Any renewal terms are subject to the other provisions of this Grant Agreement, and the availability of funds.

Renewals are not applicable to this Agreement

## **II. GRANT AGREEMENT AMOUNT**

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Grant Agreement, the Department will make payments in accordance with the Grant Agreement payment provisions, Appendix B and the grant Budget, Appendix C, up to the maximum Grant Agreement amount of \$209,021.44.

In the event that there is a reduction in the availability of state or Federal funds, including the elimination of all state or Federal funding, the Department may reduce the amount of funds available in this Grant Agreement through a funding reduction change order (FRCO). The FRCO shall include a revised Budget reflecting the changes to the funding included in the original Grant Agreement. If necessary, the FRCO shall also include a revised Work Statement showing any reduction in work resulting from the funding reduction or elimination. The FRCO shall require no signatures other than those of the Agency Head and the Comptroller.

## **III. FUNDING SOURCE(S)**

Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and state funding it provides to Grantees. This identification follows and includes the breakdown of Federal and state dollars provided and the related Federal and state financial assistance program name and number:

\$146,401.44, 93.069, DHHS/CDC, Public Health Emergency Preparedness

\$62,620.00, 93.074, DHHS/CDC/PHS, Hospital Preparedness Program and Public Health Emergency Preparedness

## **IV. WORK STATEMENT**

The Grantee shall provide program activities and related services as specified in Appendix A, Work Statement, and its Attachment(s), if any.

## **V. APPENDICES AND ATTACHMENTS**

The following Appendices and Attachments are incorporated into and made part of this Grant Agreement and the parties agree to be bound by these Appendices and Attachments:

- A. Appendix A - Work Statement and its Attachment(s) 1 through 2**
- B. Appendix B – Payment Provisions (Rev. 5/12) and its Attachment 1** - A downloadable format of Attachment 1 is available at the following Internet address:  
<http://www.health.pa.gov/vendors>
- C. Appendix C – Budget** - A downloadable Budget format is available at the following Internet address:  
<http://www.health.pa.gov/vendors>
- D. Appendix D – Program Specific Provisions**

## **VI. INCORPORATED DOCUMENTS**

Grantee acknowledges having reviewed a copy of the following documents, which are available at <http://www.health.pa.gov/vendors>. These documents are incorporated by reference into and made a part of this Grant Agreement:

- A. **Standard General Terms and Conditions (Rev. 2/15)**
- B. **Audit Requirements (Rev. 7/13)**
- C. **Commonwealth Travel and Subsistence Rates (Rev. 4/12)**
- D. **Federal Lobbying Certification and Disclosure (Rev. 12/05)**
- E. **Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 4/12)**
- F. **Pro-Children Act of 1994 (Rev. 12/05)**
- G. **Block Grant Provisions (Rev. 12/05)**
  - Maternal and Child Health Block Grant Provisions
  - Preventive Health and Health Services Block Grant Provisions
  - Block Grant Provisions are not applicable to this agreement
- H. **HIPAA Business Associate Agreement and Attachment 1 (Rev. 5/13)**
  - The HIPAA Business Associate Agreement is applicable to this agreement
  - The HIPAA Business Associate Agreement is not applicable to this agreement

## **VII. APPLICATION**

The Grantee's application:

- dated [Insert date] and entitled [Insert title] is attached and incorporated herein.
- dated [Insert date] and entitled [Insert title] is hereby incorporated by reference into and made a part of this Grant Agreement.
- is not applicable; sole source approval has been obtained.

In the event that there is a conflict between the Department's Request for Application number [Insert RFA #], the Grantee's application, and this Grant Agreement, the order of precedence shall be first, this Grant Agreement; second, the Department's Request for Application; third, the Grantee's application.

## **VIII. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS**

If, during the term of this Grant Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Grant Agreement, the Department may advise Grantee, in writing, of the availability and purpose of such funds. The Department also will inform Grantee of any additional conditions or requirements of the additional funds. Grantee hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Department. Grantee shall provide the Department with a written Work Statement detailing the manner in which Grantee will use the additional funds in accordance with the stated requirements. Grantee shall provide the Department with a detailed revised overall Grant Agreement Budget showing the current Budget, the Budget for the additional funds and a revised total Budget. The Department may choose to provide Grantee with a Budget format on which to submit the revised Budget information. The additional funds, and the new Budget, shall be subject to the terms and conditions of the initial Grant Agreement, as well as to any additional conditions and requirements of the additional funds. Grantee's Work Statement, revised Budget and any new conditions or requirements of the additional funds shall be incorporated into and become a part of this document by reference. To be effective, documentation describing the

additional funds and any additional conditions or requirements shall be signed by the Department and the Agency Comptroller.

**IX. DECREASE IN FUNDING**

If the Department determines that the Grantee is unable to spend the funding included in this Grant Agreement in a timely manner and that the Grantee is therefore unable to fully carry out the work required under the Agreement in the timeframe required by the Agreement, the Department reserves the right to decrease funding to the Grantee from any Budget year set out in Appendix C of this Grant Agreement by prior written notice signed by the Department and the Comptroller. The decrease in funding shall be reflected by a revised Budget and if necessary, shall also include a revised Work Statement showing any reduction in work resulting from the decrease in funding. The decision to decrease funding is solely within the discretion of the Department.

**X. MEANING OF TERMS "CONTRACT" AND "CONTRACTOR"**

The parties understand that the use of the terms "Contract" and "Contractor" throughout this Agreement shall mean "Grant Agreement" and "Grantee" respectively.

**XI. FINAL GRANT AGREEMENT APPROVAL**

This Grant Agreement shall not be legally binding until all signatories, including those signing their approvals for form and legality, have signed the Agreement and the Commonwealth provides a fully signed copy to the Grantee.

**SAP # 4100073278****Appendix A****WORK STATEMENT****I. TASKS AND TIMELINES****A. Public Health Emergency Preparedness**

1. The Grantee shall complete a Capabilities Planning Guide Assessment (Attachment 1), as provided by the Department of Health (Department), in the format provided by the Centers for Disease Control and Prevention by December 30, 2016.
2. Using the work plan that the Grantee submitted with the Hospital Preparedness Program (HPP) and the Public Health Emergency Preparedness (PHEP) Cooperative Agreement for Budget Period 5 (BP5), the Grantee shall complete the activities described in the work plan by June 30, 2017.
  - a. The Grantee shall use the Department's approved work plan template (Attachment 2), or another mutually agreed upon format, to complete a Semi-Annual Report, which reports on the progress of the work plan activities, by January 31, 2017.
  - b. The Grantee shall develop a work plan, on the Department's work plan template, by January 31, 2017, for activities to be completed during the 2017-2018 grant year.
3. If requested by the Department through written notification and to maintain certification for renewal, as necessary, the Grantee shall complete the Project Public Health Ready certification process, as specified by the National Association of County and City Health Officials, and attend the National Public Health Preparedness Summit, within the US, location to be determined. This task shall be completed within the Grant year requested by the Department.
4. The Grantee shall respond to requests for assistance made by local emergency management organizations or state government, by providing staff, volunteers, equipment, and supplies, when available and as needed, throughout the Grant year.
5. The Grantee shall attend at least one of the Department's Statewide Advisory Committee for Preparedness meetings. Dates to be determined by the Department.
6. The Grantee shall participate in the Department's Bureau of Public Health Preparedness monthly County and Municipal Health Department conference calls, which will be scheduled and organized by the Department.
7. The Grantee shall participate in, at a minimum, four Department initiated 800 Megahertz radio system drills, at least one drill per quarter. Dates to be determined by the Department.
8. The Grantee shall develop a training needs assessment for all emergency preparedness staff members, and Medical Reserve Corp (MRC) members if applicable, and send it to the Department, via email, by August 1, 2016.
9. Using the training needs assessment, the Grantee shall provide to the Department via email, a four-year (2016-2019) exercise schedule and training plan that is Homeland Security Exercise and Evaluation Program (HSEEP) compliant, is on the Department's template, and at a minimum, includes three of five drills as defined in Section I. C. 2. by August 31, 2016.

- a. Each training session conducted shall meet the education and training goals and needs to be agreed upon by the Emergency Preparedness Coordinator(s), MRC unit Coordinator(s), if applicable, and the Department.
10. The Grantee shall provide to the Department, by email, a HSEEP compliant After Action Report (AAR) and Improvement Plan, within 60 calendar days of each functional or full-scale exercise and drill sheets for all drills completed that utilizes Grant funding.
  11. The Grantee shall provide an All-Hazards Plan to the Department by June 30, 2017.
  12. The Grantee shall incorporate lessons learned from the AARs into the updated All-Hazards Public Health Emergency Operations Plan, training plans, and exercise plans by June 30, 2017.
  13. The Grantee shall register, at a minimum, one staff member on the Pennsylvania Health Alert Network (PA HAN) by August 31, 2016, and maintain, at a minimum, one staff member on the PA HAN, throughout the Grant period.
- B. Public Health Surveillance and Epidemiological Investigation
1. The Grantee shall identify, investigate, and report to the Department all known cases of reportable diseases as identified in 28 Pa Code Ch. 27 (relating to Communicable and Non-Communicable Diseases) as required, throughout the Grant year and report to the Department per the timelines established in 28 Pa Code Ch. 27.
  2. The Grantee shall conduct at least one outreach training for physicians, hospitals, laboratories, and sentinel reporters within their jurisdiction on 28 Pa Code Chapter 27 (relating to Communicable and Non-Communicable Diseases) by June 30, 2017 to increase disease reporting to the Department.
- C. Cities Readiness Initiative/Medical Countermeasure Dispensing
1. If requested by the Department through written notification, the Grantee shall conduct at least one HSEEP compliant full-scale or functional exercise, which tests key components of the Grantee's mass prophylaxis/dispensing plans, and includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and other applicable personnel, by April 15, 2017.
  2. The Grantee shall conduct at least three different drills of the five drills listed below and provide the completed drill sheets within 60 calendar days of completion of the drill to the Department, via email. All drills and corresponding drill sheets shall be submitted to the Department by April 15, 2017. Drills can be incorporated into other functional or full scale exercises.
    - a. Personnel Call-Down Drill
    - b. Site Activation Drill
    - c. Facility Points of Dispensing Set-Up Drill
    - d. Pick List Generation Drill
    - e. Dispensing Throughput Drill
- D. Medical Reserve Corps
1. Overarching
    - a. The Grantee shall maintain accurate and up-to-date contact information on the MRC, in the State Emergency System for Advanced Registration of Volunteer Health Professionals, which is the State Emergency Registry of Volunteers in Pennsylvania (SERVPA), and on the National MRC website throughout the Grant year, if receiving

MRC funding.

- b. The Grantee shall maintain at least 50% of their total MRC unit membership enrolled in SERVPA throughout the term of this Grant, if the Grantee received funds over and above the \$5,000 in base funding provided to all MRC Grantees. During the entire term of this Grant, all MRC coordinators and their unit volunteers shall be registered in SERVPA, if receiving MRC funding.
2. State and Local Coordination
    - a. The Grantee shall integrate MRC volunteer emergency response training, with other local, state or regional assets, such as Emergency Medical Services (EMS), hospitals, community health centers, and long-term care facilities, if receiving MRC funding.
    - b. The Grantee shall include applicable MRC unit members and personnel from local, state or regional assets, such as EMS, hospitals, community health centers, and long-term care facilities into all exercises conducted during the term of this Grant, if receiving MRC funding.
3. Planning and Response
    - a. The Grantee shall engage in a minimum of one MRC volunteer recruitment activity by June 30, 2017, if receiving MRC funding.
4. Training, Education, and Exercises
    - a. The Grantee shall conduct at least one standard orientation training to all new MRC unit members by June 30, 2017, which shall include SERVPA registration and the topics of MRC core competencies, roles and responsibilities, if receiving MRC funding.
    - b. The Grantee shall design and conduct at least one competency-based emergency preparedness education and training session per the MRC National Standards for all MRC unit members by June 30, 2017, if receiving MRC funding.
    - c. The Grantee shall conduct at least one MRC training on the use of SERVPA by June 30, 2017, if applicable. Examples of use of the SERVPA system include: basic SERVPA skills, messaging, and responding to a mission.
    - d. The Grantee shall provide prior notice, via email to the Department and via the SERVPA site, to the Department and to the MRC unit members of training session dates, locations and agenda 20 calendar days prior to each training conducted by June 30, 2017, if applicable. Any external notice must be approved by the Department before distribution.
    - e. The Grantee shall develop and provide a training and exercise plan to the Department by August 31, 2016, and the plan shall include the following training and exercises that must be completed by April 17, 2017:
      1. A National Incident Management System training schedule for MRC unit members, as specified by the Assistant Secretary for Preparedness and Response.
      2. An MRC orientation training for all new members.
      3. At least one exercise that utilizes public health emergency scenarios, utilizing the mission feature in SERVPA.
      4. At least one notification drill using SERVPA.
    - f. The Grantee shall participate in at least one exercise that utilizes public health emergency scenarios or respond to a real-life public health event by June 30, 2017.



- g. The Grantee shall participate in at least one state call-down notification drill of all active MRC unit members through SERVPA by June 30, 2017.
- h. The Grantee shall participate in at least one state operational drill of all active MRC unit members through SERVPA by June 30, 2017.

## II. **REPORTING REQUIREMENTS**

- A. PHEP, Cities Readiness Initiative, and MRC
  - 1. The Grantee shall complete and submit reports detailing all work completed on the work plan and training and exercise plans to the Department in a format, provided by the Department, by the following dates:
    - a. Work completed between July 1, 2016 to December 30, 2016 – due January 31, 2017.
    - b. Work completed between January 1, 2017 to June 30, 2017 – due July 30, 2017.
    - c. If receiving MRC funding, the reports shall include:
      - i. The number of MRC unit members enrolled in the MRC unit by occupation category.
      - ii. The number of new MRC unit members enrolled in the MRC unit since the previous semi-annual report.
      - iii. The number of MRC unit members enrolled in SERVPA.
      - iv. The number of new MRC unit members enrolled in SERVPA since the previous semi-annual report.
  - 2. The Grantee shall provide other reports and information related to the work provided under this Grant agreement, upon request by the Department.

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Appendix A, Attachment 1

Capabilities Planning Guide Assessment

| <b>Capability</b>            |  |
|------------------------------|--|
| <b>Capability</b>            | <b>Community Preparedness</b>  |
| <b>Capability Definition</b> | <p>Community preparedness is the ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health’s role in community preparedness is to do the following:</p> <ul style="list-style-type: none"> <li>• Support the development of public health, medical, and mental/behavioral health systems that support recovery</li> <li>• Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents</li> <li>• Promote awareness of and access to medical and mental/behavioral health 2 resources that help protect the community’s health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals</li> <li>• Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community</li> <li>• Identify those populations that may be at higher risk for adverse health outcomes</li> <li>• Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities (e.g., improvised nuclear device or hurricane)</li> </ul> |

| <b>Capability 1 - Community Preparedness</b><br><b>Function 1</b>  |  |
|--|--|
| <b>Function</b>  | <b>1. Determine risks to the health of the jurisdiction</b>  |
| <b>Function Description</b>  | Identify the potential hazards, vulnerabilities, and risks in the community that relate to the jurisdiction’s public health, medical, and mental/behavioral health systems, the relationship of those risks to human impact, interruption of public health, medical, and mental/behavioral health services, and the impact of those risks on the jurisdiction’s public health, medical, and mental/behavioral health infrastructure. |
| <b>1. Function Importance</b>  |  |
| <b>Based on an assessment of your hazards, vulnerabilities, and jurisdictional needs, please indicate how important this Function is to your Jurisdiction’s overall preparedness and response mission.</b><br><b>PLEASE CHECK THE OPTION THAT IS MOST APPLICABLE. PLEASE CHECK ONLY ONE OPTION.</b>  |  |
| <input type="checkbox"/> 1. Not relevant<br><input type="checkbox"/> 2. Limited importance<br><input type="checkbox"/> 3. Important<br><input type="checkbox"/> 4. Highly important<br><input type="checkbox"/> 5. Critical  |  |
| <b>2. Function Current Status</b>  |  |
| <b>Please indicate your CURRENT ability to perform this Function.</b><br><b>PLEASE CHECK THE OPTION THAT IS MOST APPLICABLE. PLEASE CHECK ONLY ONE OPTION.</b>   |  |
| <input type="checkbox"/> 1. No ability / capacity<br><input type="checkbox"/> 2. Limited ability / capacity<br><input type="checkbox"/> 3. Some ability / capacity<br><input type="checkbox"/> 4. Significant ability / capacity<br><input type="checkbox"/> 5. Full ability / capacity  |  |
| <b>3. Function Challenges/Barriers</b>   |  |
| <b>Please indicate the primary challenges or barriers from the list below if this Function is not fully in place (for example, top three or top five options).</b>   |  |
| <input type="checkbox"/> 1. Lack of personnel due to funding issues<br><input type="checkbox"/> 2. Lack of personnel due to hiring issues<br><input type="checkbox"/> 3. Lack of trained personnel<br><input type="checkbox"/> 4. Lack of subject matter experts<br><input type="checkbox"/> 5. Lack of plans / incomplete plans<br><input type="checkbox"/> 6. Legal barriers<br><input type="checkbox"/> 7. Administrative barriers<br><input type="checkbox"/> 8. Issues with procurement / contracting process<br><input type="checkbox"/> 9. Lack of equipment<br><input type="checkbox"/> 10. Lack of IT Systems<br><input type="checkbox"/> 11. Lower priority Function<br><input type="checkbox"/> 12. Lack of supporting infrastructure<br><input type="checkbox"/> 13. Corrective actions and/or exercising is required<br><input type="checkbox"/> 14. Other – please explain below |  |
| <b>4. Task Gap Assessment</b>  |  |
| <b>Please indicate any Tasks that have gaps. PLEASE CHECK ALL THAT APPLY.</b>  |  |
| <input type="checkbox"/>   | Task 1: Utilize jurisdictional risk assessment to identify, with emergency management and community and faith-based partners, the public health, medical, and mental/behavioral health services for which the jurisdiction needs to have access to mitigate identified disaster health risks.  |

|   |  |
|---|--|
| <input type="checkbox"/>  | Task 2: Utilize jurisdictional risk assessment to identify, with emergency management and community and faith-based partners, the public health, medical, and mental/behavioral health services within the jurisdiction that currently support the mitigation of identified disaster health risks. |
| <b>5. Resource Element Gap Assessment</b>   |  |
| <b>Please indicate any Resource Elements that have gaps. PLEASE CHECK ALL THAT APPLY.</b> |  |
| <input type="checkbox"/>  | P1. Identification of vulnerable populations   |
| <input type="checkbox"/>  | P2. Jurisdictional risk assessment related to public health, medical, and mental/behavioral health   |
| <input type="checkbox"/>  | P3. Health department assistance with assurance of health services   |
| <input type="checkbox"/>  | P4. MOUs and agreements with partners to provide access to medical and mental/behavioral health services   |
| <input type="checkbox"/>  | S1. Person(s) with expertise in GIS to assist in locating/mapping at-risk populations  |

| <b>Capability 1 - Community Preparedness</b>   |   |
|--|---|
| <b>Function 2</b>  |   |
| <b>Function</b>  | <b>2. Build community partnerships to support health preparedness</b>   |
| <b>Function Description</b>  | Identify and engage with public and private community partners who can do the following: <ul style="list-style-type: none"> <li>• Assist with the mitigation of identified health risks</li> <li>• Be integrated into the jurisdiction’s all-hazards emergency plans with defined community roles and responsibilities related to the provision of public health, medical, and mental/behavioral health as directed under the Emergency Support Function #8 definition at the state or local level</li> </ul> |
| <b>1. Function Importance</b>  |   |
| Based on an assessment of your hazards, vulnerabilities, and jurisdictional needs, please indicate how important this Function is to your Jurisdiction’s overall preparedness and response mission.<br>PLEASE CHECK THE OPTION THAT IS MOST APPLICABLE. PLEASE CHECK ONLY ONE OPTION.  |   |
| <input type="checkbox"/> 1. Not relevant<br><input type="checkbox"/> 2. Limited importance<br><input type="checkbox"/> 3. Important<br><input type="checkbox"/> 4. Highly important<br><input type="checkbox"/> 5. Critical  |   |
| <b>2. Function Current Status</b>  |   |
| Please indicate your CURRENT ability to perform this Function.<br>PLEASE CHECK THE OPTION THAT IS MOST APPLICABLE. PLEASE CHECK ONLY ONE OPTION.   |   |
| <input type="checkbox"/> 1. No ability / capacity<br><input type="checkbox"/> 2. Limited ability / capacity<br><input type="checkbox"/> 3. Some ability / capacity<br><input type="checkbox"/> 4. Significant ability / capacity<br><input type="checkbox"/> 5. Full ability / capacity  |   |
| <b>3. Function Challenges/Barriers</b>   |   |
| Please indicate the primary challenges or barriers from the list below if this Function is not fully in place (for example, top three or top five options).  |   |
| <input type="checkbox"/> 1. Lack of personnel due to funding issues<br><input type="checkbox"/> 2. Lack of personnel due to hiring issues<br><input type="checkbox"/> 3. Lack of trained personnel<br><input type="checkbox"/> 4. Lack of subject matter experts<br><input type="checkbox"/> 5. Lack of plans / incomplete plans<br><input type="checkbox"/> 6. Legal barriers<br><input type="checkbox"/> 7. Administrative barriers<br><input type="checkbox"/> 8. Issues with procurement / contracting process<br><input type="checkbox"/> 9. Lack of equipment<br><input type="checkbox"/> 10. Lack of IT Systems<br><input type="checkbox"/> 11. Lower priority Function<br><input type="checkbox"/> 12. Lack of supporting infrastructure<br><input type="checkbox"/> 13. Corrective actions and/or exercising is required<br><input type="checkbox"/> 14. Other – please explain below |   |
| <b>4. Task Gap Assessment</b>  |   |
| Please indicate any Tasks that have gaps. PLEASE CHECK ALL THAT APPLY.   |   |
| <input type="checkbox"/>   | Task 1: Identify community sector groups to be engaged for partnership based upon the jurisdictional risk assessment.   |

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Task 2: Create and implement strategies for ongoing engagement with community partners who may be able to provide services to mitigate identified public health threats or incidents (concept of “strategic advisory council” or joint collaborative).   |
| <input type="checkbox"/> | Task 3: Utilize community and faith-based partnerships as well as collaborations with any agencies primarily responsible for providing direct health-related services to help assure the community’s ability to deliver public health, medical, and mental/behavioral health services in both short and long term settings during and after an incident. |
| <input type="checkbox"/> | Task 4: Utilize a continuous quality improvement process to incorporate feedback from community and faith-based partners into jurisdictional emergency operations plans.   |
| <input type="checkbox"/> | Task 5: Identify community leaders that can act as trusted spokespersons to deliver public health messages.  |

**5. Resource Element Gap Assessment**

**Please indicate any Resource Elements that have gaps. PLEASE CHECK ALL THAT APPLY.**

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | P1. Participation in existing or new partnerships representing the listed community sectors             |
| <input type="checkbox"/> | P2. Protocol to encourage or promote medical personnel to register and participate with MRC or ESAR-VHP |
| <input type="checkbox"/> | P3. Documentation of community and faith-based partners' roles and responsibilities                     |
| <input type="checkbox"/> | P4. Public Health hazard policy and plan discussion with community partners                             |
| <input type="checkbox"/> | P5. Support for community health services during multiple types of hazard scenarios                     |
| <input type="checkbox"/> | P6. Guidance to partners to support their emergency operations plans/response operations                |
| <input type="checkbox"/> | S1. Mid-level public health staff demonstration of 'Plan for and improve practice' domain               |

| <b>Capability 1 - Community Preparedness<br/>Function 3</b>   |   |
|---|---|
| <b>Function</b>   | <b>3. Engage with community organizations to foster public health, medical, and mental/behavioral health social networks</b>  |
| <b>Function Description</b>   | Engage with community organizations to foster social connections that assure public health, medical and mental/behavioral health services in a community before, during, and after an incident.                                 |
| <b>1. Function Importance</b>   |   |
| <p><b>Based on an assessment of your hazards, vulnerabilities, and jurisdictional needs, please indicate how important this Function is to your Jurisdiction’s overall preparedness and response mission.</b></p> <p><b>PLEASE CHECK THE OPTION THAT IS MOST APPLICABLE. PLEASE CHECK ONLY ONE OPTION.</b></p>  |   |
| <p><input type="checkbox"/> 1. Not relevant</p> <p><input type="checkbox"/> 2. Limited importance</p> <p><input type="checkbox"/> 3. Important</p> <p><input type="checkbox"/> 4. Highly important</p> <p><input type="checkbox"/> 5. Critical</p>  |   |
| <b>2. Function Current Status</b>   |   |
| <p><b>Please indicate your CURRENT ability to perform this Function.</b></p> <p><b>PLEASE CHECK THE OPTION THAT IS MOST APPLICABLE. PLEASE CHECK ONLY ONE OPTION.</b></p>   |   |
| <p><input type="checkbox"/> 1. No ability / capacity</p> <p><input type="checkbox"/> 2. Limited ability / capacity</p> <p><input type="checkbox"/> 3. Some ability / capacity</p> <p><input type="checkbox"/> 4. Significant ability / capacity</p> <p><input type="checkbox"/> 5. Full ability / capacity</p>  |   |
| <b>3. Function Challenges/Barriers</b>  |   |
| <p><b>Please indicate the primary challenges or barriers from the list below if this Function is not fully in place (for example, top three or top five options).</b></p>   |   |
| <p><input type="checkbox"/> 1. Lack of personnel due to funding issues</p> <p><input type="checkbox"/> 2. Lack of personnel due to hiring issues</p> <p><input type="checkbox"/> 3. Lack of trained personnel</p> <p><input type="checkbox"/> 4. Lack of subject matter experts</p> <p><input type="checkbox"/> 5. Lack of plans / incomplete plans</p> <p><input type="checkbox"/> 6. Legal barriers</p> <p><input type="checkbox"/> 7. Administrative barriers</p> <p><input type="checkbox"/> 8. Issues with procurement / contracting process</p> <p><input type="checkbox"/> 9. Lack of equipment</p> <p><input type="checkbox"/> 10. Lack of IT Systems</p> <p><input type="checkbox"/> 11. Lower priority Function</p> <p><input type="checkbox"/> 12. Lack of supporting infrastructure</p> <p><input type="checkbox"/> 13. Corrective actions and/or exercising is required</p> <p><input type="checkbox"/> 14. Other – please explain below</p> |   |
| <b>4. Task Gap Assessment</b>   |   |
| <p><b>Please indicate any Tasks that have gaps. PLEASE CHECK ALL THAT APPLY.</b></p>  |   |
| <input type="checkbox"/>  | Task 1: Ensure that community constituency groups understand how to connect to public health to participate in public health and community partner preparedness efforts.  |
| <input type="checkbox"/>  | Task 2: Ensure that public health, medical, and mental/behavioral health service agencies that provide essential health services to the community are connected to jurisdictional public health preparedness plans and efforts. |

|   |  |
|---|--|
| <input type="checkbox"/>  | Task 3: Create jurisdictional networks (e.g., local businesses, community and faith-based organizations, ethnic radio/media, and, if used by the jurisdiction, social networking sites) for public health, medical, and mental/behavioral health information dissemination before, during, and after the incident. (For additional or supporting detail, see Capability 4: Emergency Public Information and Warning) |
| <b>5. Resource Element Gap Assessment</b>   |  |
| <b>Please indicate any Resource Elements that have gaps. PLEASE CHECK ALL THAT APPLY.</b> |  |
| <input type="checkbox"/>  | P1. Community engagement in problem solving strategy sessions  |
| <input type="checkbox"/>  | P2. Ensure health services are culturally and socially competent   |



| <b>Capability 1 - Community Preparedness<br/>Function 4</b>   |   |
|---|---|
| <b>Function</b>   | <b>4. Coordinate training or guidance to ensure community engagement in preparedness efforts</b>  |
| <b>Function Description</b>   | Coordinate with emergency management, community organizations, businesses, and other partners to provide public health preparedness and response training or guidance to community partners for the specific risks identified in the jurisdictional risk assessment.  |
| <b>1. Function Importance</b>   |   |
| <p><b>Based on an assessment of your hazards, vulnerabilities, and jurisdictional needs, please indicate how important this Function is to your Jurisdiction's overall preparedness and response mission.</b></p> <p><b>PLEASE CHECK THE OPTION THAT IS MOST APPLICABLE. PLEASE CHECK ONLY ONE OPTION.</b></p>  |   |
| <p><input type="checkbox"/> 1. Not relevant</p> <p><input type="checkbox"/> 2. Limited importance</p> <p><input type="checkbox"/> 3. Important</p> <p><input type="checkbox"/> 4. Highly important</p> <p><input type="checkbox"/> 5. Critical</p>  |   |
| <b>2. Function Current Status</b>   |   |
| <p><b>Please indicate your CURRENT ability to perform this Function.</b></p> <p><b>PLEASE CHECK THE OPTION THAT IS MOST APPLICABLE. PLEASE CHECK ONLY ONE OPTION.</b></p>   |   |
| <p><input type="checkbox"/> 1. No ability / capacity</p> <p><input type="checkbox"/> 2. Limited ability / capacity</p> <p><input type="checkbox"/> 3. Some ability / capacity</p> <p><input type="checkbox"/> 4. Significant ability / capacity</p> <p><input type="checkbox"/> 5. Full ability / capacity</p>  |   |
| <b>3. Function Challenges/Barriers</b>  |   |
| <p><b>Please indicate the primary challenges or barriers from the list below if this Function is not fully in place (for example, top three or top five options).</b></p>   |   |
| <p><input type="checkbox"/> 1. Lack of personnel due to funding issues</p> <p><input type="checkbox"/> 2. Lack of personnel due to hiring issues</p> <p><input type="checkbox"/> 3. Lack of trained personnel</p> <p><input type="checkbox"/> 4. Lack of subject matter experts</p> <p><input type="checkbox"/> 5. Lack of plans / incomplete plans</p> <p><input type="checkbox"/> 6. Legal barriers</p> <p><input type="checkbox"/> 7. Administrative barriers</p> <p><input type="checkbox"/> 8. Issues with procurement / contracting process</p> <p><input type="checkbox"/> 9. Lack of equipment</p> <p><input type="checkbox"/> 10. Lack of IT Systems</p> <p><input type="checkbox"/> 11. Lower priority Function</p> <p><input type="checkbox"/> 12. Lack of supporting infrastructure</p> <p><input type="checkbox"/> 13. Corrective actions and/or exercising is required</p> <p><input type="checkbox"/> 14. Other – please explain below</p> |   |
| <b>4. Task Gap Assessment</b>   |   |
| <p><b>Please indicate any Tasks that have gaps. PLEASE CHECK ALL THAT APPLY.</b></p>  |   |
| <input type="checkbox"/>  | Task 1: Integrate information on resilience, specifically the need for community-derived approaches to support the provision of public health, medical, and mental/behavioral health services during and after an incident, into existing training and educational programs related to crisis and disaster preparedness and response. |
| <input type="checkbox"/>  | Task 2: Promote training to community partners that may have a supporting role to public health, medical, and mental/behavioral health sectors (e.g., education, child care, juvenile justice, child welfare, and congregate childcare settings).   |

|   |   |
|---|---|
| <input type="checkbox"/>  | Task 3: Provide guidance to community partners, particularly groups representing the functional needs of at-risk populations, to assist them in educating their own constituency groups regarding plans for addressing preparedness for and recovery from the jurisdiction’s identified risks and for access to health services that may apply to the incident. |
| <b>5. Resource Element Gap Assessment</b>   |   |
| <b>Please indicate any Resource Elements that have gaps. PLEASE CHECK ALL THAT APPLY.</b> |   |
| <input type="checkbox"/>  | P1. Public health approaches to address children's medical and mental/behavioral health needs   |
| <input type="checkbox"/>  | P2. Building and sustaining volunteer opportunities for community residents   |
| <input type="checkbox"/>  | S1. Disaster education and training programs for responders, volunteers, and community residents  |
| <input type="checkbox"/>  | S2. Access to Medical Reserve Corps, coordination with Community Emergency Response Teams/Citizen Corps   |

SAP# 4100073278  
 Appendix A, Attachment 2  
 Work Plan Template  
 Budget Period \_\_\_\_\_  
 State Fiscal Year \_\_\_\_\_

|  |
|--|
|  |
|--|

**PHEP, CRI, MRC, Ebola**

**CAPABILITY: COMMUNITY PREPAREDNESS**

|                     |  |
|---------------------|--|
| <b>Description:</b> | <p>Community preparedness is the ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in community preparedness is to do the following:</p> <ul style="list-style-type: none"> <li>• Support the development of public health, medical, and mental/behavioral health systems that support recovery</li> <li>• Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents</li> <li>• Promote awareness of and access to medical and mental/behavioral health 2 resources that help protect the community's health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals</li> <li>• Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community</li> <li>• Identify those populations that may be at higher risk for adverse health outcomes</li> <li>• Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities (e.g., improvised nuclear device or hurricane)</li> </ul> |
|---------------------|--|

Planned Activity Type:  
 Funding Type:  
 Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:  
 Proposed Output:  
 TA Need:  
 TA Need Description:  
 Timeline for Completion:

**FUNCTION:**

**CAPABILITY: COMMUNITY RECOVERY**

|                     |   |
|---------------------|---|
| <b>Description:</b> | <p>Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.</p> <p>This capability supports National Health Security Strategy Objective 8: Incorporate Post-Incident Health Recovery into Planning and Response. Post-incident recovery of the public health, medical, and mental/behavioral health services and systems within a jurisdiction is critical for health security and requires collaboration and advocacy by the public health agency for the restoration of services, providers,</p> |
|---------------------|---|

**Capabilities Plan Report for Pennsylvania**

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**State Fiscal Year** \_\_\_\_\_

facilities, and infrastructure within the public health, medical, and human services sectors. Monitoring the public health, medical and mental/behavioral health infrastructure is an essential public health service.

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: EMERGENCY OPERATIONS COORDINATION**

**Description:**

Emergency operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: EMERGENCY PUBLIC INFORMATION AND WARNING**

**Description:**

Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Planned Activity Type:

Funding Type:

**Capabilities Plan Report for Pennsylvania**

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**State Fiscal Year** \_\_\_\_\_

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: FATALITY MANAGEMENT**

**Description:**

Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: INFORMATION SHARING**

**Description:**

Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

Planned Activity Type:

Funding Type:

**Capabilities Plan Report for Pennsylvania**

**Budget Period** \_\_\_\_\_

**State Fiscal Year** \_\_\_\_\_

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: MASS CARE**

**Description:**

Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: MEDICAL COUNTERMEASURE DISPENSING**

**Description:**

Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Goal:**

**Capabilities Plan Report for Pennsylvania**

**Budget Period** \_\_\_\_\_

**State Fiscal Year** \_\_\_\_\_

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: MEDICAL MATERIEL MANAGEMENT & DISTRIBUTION**

**Description:** Medical materiel management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: MEDICAL SURGE**

**Description:** Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

## Capabilities Plan Report for Pennsylvania

Budget Period \_\_\_\_\_

State Fiscal Year \_\_\_\_\_

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

### CAPABILITY: NON-PHARMACEUTICAL INTERVENTIONS

**Description:**

Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:

- Isolation and quarantine
- Restrictions on movement and travel advisory/warnings
- Social distancing
- External decontamination
- Hygiene
- Precautionary protective behaviors

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

### CAPABILITY: PUBLIC HEALTH LABORATORY TESTING

**Description:**

Public health laboratory testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event or pre-incident and post-exposure activities.

Planned Activity Type:

Funding Type:



**Capabilities Plan Report for Pennsylvania**

**Budget Period** \_\_\_\_\_

**State Fiscal Year** \_\_\_\_\_

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: PUBLIC HEALTH SURVEILLANCE & EPIDEMIOLOGIC INVESTIGATION**

**Description:**

Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: RESPONDER SAFETY AND HEALTH**

**Description:**

The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Capabilities Plan Report for Pennsylvania**

**Budget Period** \_\_\_\_\_

**State Fiscal Year** \_\_\_\_\_

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

**CAPABILITY: VOLUNTEER MANAGEMENT**

**Description:**

Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

Planned Activity Type:

Funding Type:

Non-Program Funding Type:

**Goal:**

**OBJECTIVE:**

Planned Activities:

Proposed Output:

TA Need:

TA Need Description:

Timeline for Completion:

**FUNCTION:**

SAP # 4100073278

**Appendix B****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 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 as listed in Attachment 1 to this Appendix. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's 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 staff personnel or fringe benefit line items 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 rates 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 at the existing rates. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to a position may exceed 10% of the original rate.
    - 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 increase rates and reallocation of 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. No increase relating to an addition or change may exceed 10% of the rate for the original position.
  - iii. The Department's determination regarding the validity of any justification is final.
  - 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 based on the employer's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Contract, the following shall apply. 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) Network. The Pennsylvania Electronic Payment Program (PEPP) establishes the Automated Clearing House Network as the preferred method of payment in lieu of issuing checks. The PEPP enrollment form may be obtained at: [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and can be completed online, as applicable.
  - a. Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). At the time of submitting ACH information, the Contractor will also be able to enroll to receive remittances via electronic addenda. Within 10 days of award of the Grant Agreement, the Contractor must submit or must have already submitted its ACH information and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - b. 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.
  - c. 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 Central Vendor Master File (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
  - d. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.

Appendix C

**OVERALL BUDGET SUMMARY**

York City Bureau of Health  
 SAP# 4100073278  
 July 1, 2016 - June 30, 2017

| CATEGORIES                | Original Budget | Amendment<br>(If Applicable) | Total Budget |
|---------------------------|-----------------|------------------------------|--------------|
| I. PERSONNEL SERVICES     | 152,954.23      | -                            | 152,954.23   |
| II. CONSULTANT SERVICES   | -               | -                            | -            |
| III. SUBCONTRACT SERVICES | -               | -                            | -            |
| IV. PATIENT SERVICES      | -               | -                            | -            |
| V. EQUIPMENT              | -               | -                            | -            |
| VI. SUPPLIES              | 23,954.14       | -                            | 23,954.14    |
| VII. TRAVEL               | 3,085.00        | -                            | 3,085.00     |
| VIII. OTHER COSTS         | 29,028.07       | -                            | 29,028.07    |
| <b>TOTAL</b>              | 209,021.44      | -                            | 209,021.44   |

Appendix C

**BUDGET SUMMARY**

York City Bureau of Health

SAP# 4100073278

July 1, 2016 - June 30, 2017

| CATEGORIES                | Original Budget | Amendment<br>Type & Number | Total Budget |
|---------------------------|-----------------|----------------------------|--------------|
| I. PERSONNEL SERVICES     | 152,954.23      | -                          | 152,954.23   |
| II. CONSULTANT SERVICES   | -               | -                          | -            |
| III. SUBCONTRACT SERVICES | -               | -                          | -            |
| IV. PATIENT SERVICES      | -               | -                          | -            |
| V. EQUIPMENT              | -               | -                          | -            |
| VI. SUPPLIES              | 23,954.14       | -                          | 23,954.14    |
| VII. TRAVEL               | 3,085.00        | -                          | 3,085.00     |
| VIII. OTHER COSTS         | 29,028.07       | -                          | 29,028.07    |
| <b>TOTAL</b>              | 209,021.44      | -                          | 209,021.44   |

**Appendix C  
York City Bureau of Health  
SAP# 4100073278  
July 1, 2016 - June 30, 2017**

| Categories | Original Budget      | Original Budget       | Original Budget | Original Budget        | Amendment<br>Type & Number | Total Budget |
|------------|----------------------|-----------------------|-----------------|------------------------|----------------------------|--------------|
|            | PHEP<br>Y61552000875 | Ebola<br>Y51555000875 |                 | (Enter Funding Source) | Ebola<br>Y51555000875      |              |

**I. PERSONNEL SERVICES**

| A. Staff Personnel   | Hourly<br>Rate | Number<br>of Hours |           |           |   |   |            |
|--|----------------|--------------------|-----------|-----------|---|---|------------|
| Emergency Preparedness<br>Coordinator<br>(07/01/16 - 12/31/16) | 29.97          | 520.00             | 15,584.40 |           |   |   | 15,584.40  |
| Community Health Specialist<br>(07/01/16 - 12/31/16)           | 17.12          | 1,040.00           | 14,243.84 | 3,560.96  |   |   | 17,804.80  |
| Personal Health Services Supervisor<br>(07-01-16 - 12-31-16)   | 26.48          | 780.00             | 20,654.40 |           |   |   | 20,654.40  |
| Emergency Preparedness<br>Coordinator<br>(01/01/17 - 06/30/17) | 30.57          | 520.00             | 15,896.40 |           |   |   | 15,896.40  |
| Community Health Specialist<br>(01/01/17 - 06/30/17)           | 17.89          | 1,040.00           | 8,372.52  | 10,233.08 |   |   | 18,605.60  |
| Personal Health Services Supervisor<br>(01/01/17 - 06/30/17)   | 27.05          | 780.00             | 21,099.00 |           |   |   | 21,099.00  |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
|  |                |                    |           |           |   |   | -          |
| Sub-Total  |                |                    | 95,850.56 | 13,794.04 | - | - | 109,644.60 |





**Appendix C**  
**York City Bureau of Health**  
**SAP# 4100073278**  
**July 1, 2016 - June 30, 2017**

| Categories   | Original Budget      | Original Budget       | Original Budget | Original Budget        | Amendment Type & Number | Total Budget      |
|--------------|----------------------|-----------------------|-----------------|------------------------|-------------------------|-------------------|
|              | PHEP<br>Y61552000875 | Ebola<br>Y51555000875 |                 | (Enter Funding Source) | Ebola<br>Y51555000875   |                   |
| Sub-Total    | 37,878.80            | 5,430.83              | -               | -                      | -                       | 43,309.63         |
| <b>Total</b> | <b>133,729.36</b>    | <b>19,224.87</b>      | <b>-</b>        | <b>-</b>               | <b>-</b>                | <b>152,954.23</b> |









## SAP # 4100073278

## Appendix D

**PROGRAM SPECIFIC PROVISIONS****I. Introduction**

- A. The documents noted in this Appendix D are incorporated herein by reference. Grantee acknowledges familiarity with each of the incorporated documents. Each Provision enumerated herein or incorporated by reference hereto shall be deemed to be material and any breach thereof may be considered a material breach of this Grant Agreement

**II. Compliance with Incorporated Documents**

- A. The Grantee shall comply with the requirements, policies and procedures contained in the most current version of the following documents, as applicable:
1. The Federal Department of Health and Human Services Grants Policy Statement and any addenda thereto in effect as of the beginning date of the grant
  2. 45 CFR Part 74 or 92, as appropriate
  3. 2 CFR § 225 (OMB Circular No. A-87)
  4. 45 CFR § 2541 (OMB circular No. A-102)
  5. OMB Circular No. A-133
  6. 45 CFR § 2541; 2 CFR § 215 (OMB Circular No. A-110)
  7. 2 CFR § 230 (OMB Circular No. A-122)
  8. 2 CFR § 220 (OMB Circular No. A-21)

**III. Funding Restrictions**

- A. The following restrictions must be taken into account when writing the budget.
1. Grantees may not use funds for research.
  2. Grantees may not use funds for fund raising activities or lobbying.
  3. Grantees may not use funds for construction or major renovations.
  4. Grantees may not use funds for clinical care.
  5. Grantees may supplement but not supplant existing state or federal funds or both for activities described in the budget.
  6. Grantees may not use funds to purchase vehicles.
  7. Grantees may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
  8. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.

9. Grantees may not use funds to pay for meals offered at trainings, meetings or conferences that are otherwise eligible to be funded through this grant agreement unless:
  - a. The meals are a necessary and integral part of the business of training, meeting or conference because essential formal discussions, lectures or presentations concerning the purpose of the training, meeting or conference are offered during the meal; and
  - b. A majority of the participants are traveling from a distance of more than 50 miles.
  - c. Meal costs may not be duplicated in participants' per diem or subsistence allowances.
10. The Department may not pay for or reimburse backfilling costs for staff.
11. Grantee may not use funds awarded by this Agreement to pay the salary of an individual at a rate in excess of Executive Level II or \$183,300 per year.

#### **IV. Additional Requirements**

**A. The Grantee shall comply with the following CDC additional requirements, as applicable:**

**1. AR-8 – Public Health System Reporting Requirements**

- a. This program is subject to the Public Health System Reporting Requirements. Under these requirements, all community-based non-governmental organizations submitting health services applications must prepare and submit the items identified below to the head of the appropriate State and/or local health agency(s) in the program area(s) that may be impacted by the proposed project no later than the application deadline date of the Federal application. The appropriate State or local health agency or both is determined by the applicant. The following information must be provided;
  - i. A copy of the face page of the application (SF 424)
  - ii. A summary of the project that should be titled "Public Health System Impact Statement" (PHSIS), not exceed one page, and include the following:
    - (a) A description of the population to be served.
    - (b) A summary of the services to be provided.
    - (c) A description of the coordination plans with the appropriate state and/or local health agencies.
- b. If the State or local health official or both should desire a copy of the entire application, it may be obtained from the State Single Point of Contact (SPOC) or directly from the applicant.

**2. AR-9 – Paperwork Reduction Act Requirements**

- a. Under the Paperwork Reduction Act, projects that involve the collection of information from 10 or more individuals and funded by a grant or a cooperative agreement will be subject to review and approval by the Office of Management and Budget (OMB).

**3. AR-10 – Smoke-Free Workplace Requirements**

- a. All Grantees are strongly encouraged to provide a smoke-free workplace and to promote abstinence from all tobacco products. Public Law 103-227, the Pro-Children act of 1994, prohibits smoking in certain facilities that receive Federal funds



in which education, library, day care, health care, or early childhood development services are provided to children.

**4. AR-11 – Healthy People 2020**

- a. CDC is committed to achieving the health promotion and disease prevention objectives of “Healthy People 2020,” a national activity to reduce health disparities through a determinants of health approach, and improve the quality of life. For the conference copy of “Healthy People 2020,” visit the internet site: <http://www.healthypeople.gov>

**5. AR-12 – Lobbying Restrictions**

- a. Grantees should be aware of restrictions on the use of HHS funds for lobbying of Federal or State legislative bodies. Under the provisions of 31 U.S.C. Section 1352, recipients (and their sub-tier contractors) are prohibited from using appropriated Federal funds (other than profits from a Federal contract) for lobbying congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. This includes grants/cooperative agreements that, in whole or in part, involve conferences which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.
- b. In addition no part of CDC appropriated funds, shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the appropriated funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State or local legislature.
- c. Any activity designed to influence action in regard to a particular piece of pending legislation would be considered “lobbying.” That is lobbying for or against pending legislation, as well as indirect or “grass roots” lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the Federal or State Levels to urge support of, or opposition to, pending legislative proposals is prohibited. As a matter of policy, CDC extends the prohibitions to lobbying with respect to local legislation and local legislative bodies.
- d. The provisions are not intended to prohibit all interaction with the legislative branch, or to prohibit educational efforts pertaining to public health. Clearly there are circumstances when it is advisable and permissible to provide information to the legislative branch in order to foster implementation of prevention strategies to promote public health. However, it would not be permissible to influence, directly or indirectly, a specific piece of pending legislation.
- e. It remains permissible to use CDC funds to engage in activity to enhance prevention; collect and analyze data; publish and disseminate results of research and surveillance data; implement prevention strategies; conduct community outreach services; provide leadership and training, and foster safe and healthful environments.
- f. Recipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and “grassroots” activities that relate to specific legislation, recipients of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds. CDC also cautions recipients of CDC funds to be careful not to give the appearance

that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.

**6. AR-24 – Health Insurance Portability and Accountability Act Requirements**

- a. Recipients of this grant award should note that pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR Parts 160 and 164) covered entities may disclose protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to , the reporting

**7. AR-27 – Conference Disclaimer and Use of Logos**

- a. Disclaimer: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites.
  - i. “Funding for this conference was made possible [in part] by [insert grant or cooperative agreement award number] from the Centers for Disease Control and Prevention (CDC) or the Agency for Toxic Substances and Disease Registry (ATSDR). The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”
- b. Logos: Neither the HHS nor the CDC (“CDC” includes ATSDR) logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. A non-federal entity’s unauthorized use of the HHS name or logo is governed by the U.S.C. § 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriated use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. part 1003). Neither the HHS nor the CDC logo can be used on conference materials under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed written consent of either the Project Officer or the Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

**8. AR-29 – Compliance with E.O. 13513 Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009**

- a. Grant recipients and subrecipients of grant funds are prohibited from texting while driving a Government owned vehicle or when using Government furnished electronic equipment while driving any vehicle. Texting means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Driving means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. Grant recipients and subrecipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.

**9. AR-32 – FY2012 Enacted General Provisions**

**a. Restricted costs or limitation on costs or both as stated in FY 2012 Appropriate Act Provisions are provided below:**

- i. HHS Recipients must comply with all terms and conditions outlined in their award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, requirements imposed by program statutes and regulations, and HHS grant administration regulations, as applicable, as well as any requirements or limitations in any applicable appropriate acts.**
- ii. Publicity and Propaganda (Lobbying): The following language must be included in the terms and conditions for all funding documents related to grant and cooperative agreements. No part of any appropriation may be used for**
  - (a) Publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publications, electronic communication, radio, television, or video presentation designed to support or defeat any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.**
- iii. Paying the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or government, State legislature or local legislature or legislative body, other than normal and recognized executive-legislative relationships or participation by any agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.**
- iv. Any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.**

**b. Cap on Extramural Salaries**

- i. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II (\$183,300).**
- ii. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely lists the portion of that salary that may be paid with Federal Funds.**

**c. Gun Control Prohibition**

- i. No awards issued on or after December 23, 2011, may be used, in whole or in part, to advocate or promote gun control.**
- ii. All funding documents must include the following term and condition:**
  - (a) Additional Requirement (AR)-13: Prohibition of Use of CDC Funds for Certain Gun Control Activities. The Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act specify that: “None of the funds made available, in whole or in part, may be used to advocate or promote gun control.”**

**d. Needle Exchange**

- i. The following language must be included in the terms and conditions of all funding documents:**

**(a) None of the funds made available by this agreement, in whole or in part, may be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.**

**e. Restrictions on Dealing with Corporations with Recent Felonies**

- i. None of the funds made available by this agreement, in whole or in part, may be used to enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted (or had an officer or agency of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered the suspension or debarment of the corporation, or such officer or agency and made determination that this further action is not necessary to protect the interest of the Government.**

**f. Restrictions on Dealings with Corporations with Unpaid Federal Tax Liability**

- i. HHS programs and PGO must ensure that no individual or organization that is indebted to the United States, and has a judgment lien filed is eligible to receive a Federal grant or cooperative agreement. Applicants are required to indicate in their applications if they are delinquent on any Federal debt, and**

**HHS may not award the funds until the debt is satisfied or satisfactory arrangements made, HHS may continue to take that delinquency into account when determining whether the applicant will be responsible with an HHS grant or cooperative agreement, if awarded.**

- ii. None of the funds made available by this agreement, in whole or in part, may be used to enter into contract, memorandum of understanding, or cooperative agreement with a grant to provide a loan or loan guarantee to, any corporation with respect to which any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interest of the government.**
- iii. If a prospective recipient has any such issue, the HHS program shall alert PGO who will refer the matter to the HHS Suspension and Debarment Official through the Chief Grants Management/Contracting Officer (Director of PGO). No awards may be made until a determination is made by HHS.**

- B. Additional information on the requirements can be found on the CDC Web site at the following internet address: [http://www.cdc.gov/od/pgo/funding/Addtl\\_Reqmnts.htm](http://www.cdc.gov/od/pgo/funding/Addtl_Reqmnts.htm).**

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**SIGNATURE REQUIREMENTS**

Note: The name(s) and title(s) of the individual(s) signing the agreement must also be printed or typed in the appropriate place on the agreement.

**CORPORATION (including Professional Corporation)**

- Two signatures are required: either the President or Vice President and either the Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer of the Corporation must sign.
- If any other person has authority to execute agreements on behalf of the Corporation, that person may sign, but a copy of the document conferring that authority (such as by-laws or corporate resolution) must be sent with the agreement when it is returned to the Department for processing.

NOTE: Pennsylvania law requires a for-profit corporation to have a corporate designation such as "Inc.," "Corp.," "Co.," "Ltd.," or "P.C." as part of the corporate name. A not-for-profit corporation under Pennsylvania law might or might not have such a designation as part of the name. When reviewing the corporate name on the agreement, you should make certain it is complete and correct. If a correction to the corporate name is made on the agreement, that correction must be initialed and dated by the same person(s) who sign the agreement.

**PARTNERSHIP**

- General Partnership – the agreement must be signed by a partner. The title line should indicate "Partner."
- Limited Partnership – only a general partner is authorized to sign on behalf of the partnership. The title line should indicate "General Partner."
- If the partner signing is a corporate entity, corporation signature requirements above apply to the signature of the corporate partner.

NOTE: Partnerships of either kind (general or limited) may register as "limited liability partnerships." This does not affect the signature requirements noted above.

**LIMITED LIABILITY COMPANY (LLC)**

- Member-Managed LLC – the agreement must be signed by a member. The title line should indicate "Member."
- Manager-Managed LLC – the agreement must be signed by a manager. The title line should indicate "Manager."
- If the member or manager signing is a corporate entity, corporation signature requirements above apply to the signature of the corporate member or manager.

**SOLE PROPRIETORSHIP**

- The owner should sign the agreement. The title line may be left blank.

**DOING BUSINESS AS (d/b/a), or TRADING AS (t/a)**

- Corporation operating under a fictitious name – the agreement must be signed according to the instructions provided under "CORPORATION."
- Partnership operating under a fictitious name – the agreement must be signed according to the instructions under "PARTNERSHIP."
- LLC operating under a fictitious name – the agreement must be signed according to the instructions under "LIMITED LIABILITY COMPANY."
- Sole proprietorship operating under a registered fictitious name – the agreement must be signed according to the instructions provided under "SOLE PROPRIETORSHIP."
- The name must include the name of the person(s) or entity(ies) owning and registering the fictitious name, followed by the fictitious name.
- Examples include:

Sole Proprietorship  
John Doe  
d/b/a The Coffee Shop

Partnership  
John Doe and Jane Doe  
d/b/a The Coffee Shop

Corporation  
Doe, Inc.  
d/b/a The Coffee Shop

**COUNTIES**

- For all counties except home rule charter counties: signature of at least two of the County's three Commissioners shall be affixed; signatures shall be attested to by the Chief Clerk; county seal shall be affixed.
- Home rule charter counties shall execute contracts in accordance with their charters, administrative codes, or as directed in writing by their solicitors.