

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

Jeannemarie (Jamie) Durocher, Project Officer
717-547-3441

Kimberly Fitzpatrick, Alternate Project Officer
717-547-3447

SAP# :4100079295

**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 §35 P.S. secs. 521.3, 521.5 and 71 P.S. sec. 532(a) 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 July 01, 2018 through June 30, 2020, 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: [insert renewal term].

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 [insert percentage]% 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 \$13,400.00.

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:
\$13,400.00 – State funds

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 1**
- 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# 4100079295**Appendix A****WORK STATEMENT****I. Tasks****A. Treatment and Outreach Services**

1. The Grantee shall provide daily or intermittent anti-tuberculosis drug treatment to any person with tuberculosis (TB) infection or disease within its jurisdiction through the use of public health nurses or TB outreach workers. The Grantee shall make these nurses or outreach workers available for services outside its jurisdiction at the request of the Department if they are not being fully utilized by the Grantee.
2. The Grantee shall diagnose and treat TB disease and latent TB infection (LTBI) in accordance with guidelines from the Centers for Disease Control and Prevention (CDC) or the American Thoracic Society (ATS) or the Infectious Diseases Society of America (IDSA) or all:
 - a. The 2017 “Official ATS/ IDSA/ CDC Clinical Practice Guidelines: Diagnosis of Tuberculosis in Adults and Children” (“Diagnostic Guidelines”), which is incorporated herein by reference. The Grantee acknowledges being familiar with and having a copy of the current said Diagnostic Guidelines.
 - b. The 2016 “Official ATS/CDC/IDSA Clinical Practice Guidelines: Treatment of Drug-Susceptible Tuberculosis” (“Clinical Practice Guidelines”), which is incorporated herein by reference. Grantee acknowledges being familiar with and having a copy of the current said Treatment Guidelines.
 - c. The 2005 “Guidelines for the Investigation of Contacts of Persons with Infectious Tuberculosis” (“Contact Investigation Guidelines”), which is incorporated herein by reference. Grantee acknowledges being familiar with and having a copy of the current said Contact Investigation Guidelines.
 - d. The recommendations set out in the 2003 “Treatment of Tuberculosis” statement of the ATS/CDC/IDSA, which is incorporated herein by reference, and any future updates on the treatment of drug-resistant tuberculosis issued by the ATS, CDC, or IDSA (“Treatment of Tuberculosis Statement”). Grantee acknowledges being familiar with and having a copy of the current said Treatment Guidelines.
3. The Grantee shall comply with policies and procedures issued by the Department, including:
 - a. The 2016 “Privately Managed Active TB Case Policy and Procedures” (“Privately Managed Policy”) developed by the Department, which is incorporated herein by reference including any updates that the Department may develop. Grantee acknowledges being familiar with and having a copy of the Privately Managed Policy. The Grantee shall also notify the Department within five business days of learning that a privately managed case of active TB is not receiving Directly Observed Therapy (DOT).
 - b. The 2016 “Reimold Trust Fund Policy and Procedures” (“Reimold Policy”) developed by the Department, which is incorporated herein by reference including any updates that the Department may develop. The Grantee acknowledges being familiar with and having a copy of the Reimold Policy.

- c. The 2017 “B1 and B2 Electronic Disease Notifications (EDNs) Policy and Procedures” (“EDN Policy”) developed by the Department, which is incorporated herein by reference including any updates that the Department may develop. The Grantee acknowledges being familiar with and having a copy of the EDN Policy.
 - d. The 2017 “Interjurisdictional (IJN) Transfers Policy and Procedures” (“IJN Policy”) developed by the Department, which is incorporated herein by reference including any updates that the Department may develop. The Grantee acknowledges being familiar with and having a copy of the IJN Policy.
4. The Grantee shall provide case management services to all cases of active TB and LTBI within its jurisdiction.
 5. The Department will reimburse the Grantee for the personnel hours spent providing the following services at the amounts set forth in Appendix C (Budget):
 - a. Targeted testing of patients for TB based on their likelihood of 1) infection with *Mycobacterium tuberculosis* (*Mtb*) and 2) progression to TB disease if infected, consistent with Diagnostic Guidelines.
 - b. Preparation and delivery of anti-tuberculosis medication to patients, identification of side effects or other barriers to patient compliance and, as required, observation of the patient ingesting the medication for:
 - 1) Active TB (DOT) - The Grantee shall provide DOT to all patients with active TB, including any physicians, nurses, outreach workers, and other health care professionals who develop active TB.
 - 2) LTBI (Directly Observed Preventive Therapy or DOPT) - The Grantee shall provide DOPT to all LTBI patients on the 12-dose once-weekly regimen of isoniazid and rifapentine, and as otherwise directed by the TB clinician.
 - 3) Window prophylaxis - The Grantee shall provide DOT to all patients on window prophylaxis, defined as treatment for LTBI given to high-risk contacts who have an initial negative test result for TB infection less than eight to 10 weeks after their last TB exposure.
 - c. Completion of a monthly review of all cases of TB disease as required by the Cooperative Agreement between the CDC and the Department. The Department will provide the Grantee with the Case Review Tool for Active Cases form for this purpose.
 - d. Completion of a contact investigation for all cases with a positive acid-fast bacilli (AFB) sputum-smear result.
 - e. Follow-up of noncompliant TB patients and their contacts to bring about a resumption of services.
 - f. Provision of services incidental to the medical care of TB clinic patients, including, but not limited to, picking up x-rays or laboratory results, delivering sputum containers, and obtaining records from private physicians.
 - g. Contact of TB clinic patients and contacts by performing field visits, phone calls or mailings to remind patients of scheduled appointments.
 - h. Provision of education and training programs for health care professionals, staff members and clients at congregate settings such as correctional facilities, drug and alcohol programs, long-term care facilities, and homeless shelters.

- i. Administration of the Tuberculosis Program in the City of York.
 - 6. The Grantee shall assume, as the first priority of the Tuberculosis Program, the complete medical supervision of each case of TB with positive bacteriology (that is, an AFB sputum-smear or culture).
 - 7. The Grantee through a subcontractor shall provide laboratory and radiology services necessary to diagnose patients with *Mtb* infection or TB disease and to monitor the effects of treatment. Laboratory services include, but are not limited to, interferon-gamma release assay (IGRA) tests or liver function tests. Radiology services include, but are not limited to, chest x-rays or computed tomography (CT) scans.
 - 8. The Grantee shall collect a clinical specimen from each patient with a presumptive case of TB and send it to the state's Bureau of Laboratories (BOL) in Exton (Lionville), Pennsylvania, within 72 hours of the Grantee receiving notification of the presumptive case. If the Grantee chooses to use an independent laboratory to perform AFB smear and culture testing, the Grantee shall request that the independent lab send a TB isolate for each confirmed case to the state's BOL for drug susceptibility testing and genotyping.
 - 9. The Grantee shall provide medical care and follow-up for TB infection or disease to all residents in the Grantee's jurisdiction without charge. The Grantee may bill third party insurance for services other than those delineated in this Grant.
- B. HIV Counseling and Testing of Presumptive or Confirmed TB Cases
- The Grantee shall:
- 1. Encourage and offer culturally competent, language-specific, voluntary HIV antibody testing and pre- and post-test counseling to all persons with presumptive or confirmed cases of TB in accordance with Commonwealth law and regulations.
 - 2. Assess persons with positive tuberculin skin test reactions or positive TB blood tests for HIV risk factors.
 - 3. Encourage and offer all persons with positive tuberculin skin test reactions or positive TB blood tests HIV counseling and HIV antibody testing in accordance with Commonwealth law and regulations.
- C. Education
- 1. The Grantee's public health nurses and outreach workers shall complete the Federal Centers for Disease Control and Prevention (CDC) *Self-Study Modules on Tuberculosis* as follows:
 - a. Modules one through five before providing care to presumptive or confirmed cases of TB; and
 - b. Modules six through nine within 60 calendar days after first providing care to presumptive or confirmed cases of TB.
 - 2. The Grantee shall retain on file the Certificates of Completion for each of its employees who complete the CDC TB self-study modules.
 - 3. The Grantee shall provide professional consultation to educate the private medical community about the goals and objectives of the Tuberculosis Program by doing, at a minimum, the following:

- a. Distributing pamphlets and other literature concerning the effects of TB and the necessity of treatment to all interested members of the medical community.
 - b. Providing TB information to the private medical community as necessary and upon request of the medical community or the Department.
4. The Grantee shall attend Department sponsored TB education and training activities at the Department's request. Such activities include, but are not limited to, the TB Update, TB Contact Investigation training, RVCT training, TB specific PA-NEDSS module training, and Program Evaluation and Cohort Review training.

D. Cohort Review Process

The Grantee shall either 1) participate in the TB Cohort Review process organized by the Department, or 2) organize and conduct at least one Cohort Review per year for cases where the Grantee is the CDC reporting county. The Grantee shall notify the Department which option they choose and the Department will provide the Grantee with education and training about the procedure and expectations for the Cohort Review process.

1. Option 1 - Cohort Review process organized by the Department:
 - a. The Grantee shall submit a completed cohort review form to the Department for each case counted during the defined cohort period;
 - b. The Grantee shall present the counted cases under its supervision at Cohort Review, and
 - c. The Grantee shall attend Cohort Review even if no cases were counted in its jurisdiction during the cohort period.
2. Option 2 - Grantee organizes and conducts its own Cohort Review process:
 - a. The Grantee shall notify the Department 60 calendar days in advance of each Cohort Review so that Department staff can participate;
 - b. The Grantee shall submit a completed cohort review form to the Department for each case counted during the defined cohort period, and
 - c. The Grantee shall submit a report to the Department summarizing the results of Cohort reviews held by the Grantee.

E. Pennsylvania National Electronic Disease Surveillance System (PA-NEDSS)

1. For each suspected or confirmed active case of TB, the Grantee shall enter all disease evaluation and contact investigation findings in PA-NEDSS in accordance with the requirements of the Disease Prevention and Control Law of 1955 (35 P.S. § 521.1 et seq., and the regulations promulgated thereunder [28 Pa. Code ch. 27]).
2. The Grantee shall complete all data fields in PA-NEDSS that are required by the CDC Report of Verified Case of Tuberculosis (RVCT) form for all TB cases in accordance with Commonwealth law and regulations. (The RVCT form is Attachment 1 to this Appendix A).
3. The Grantee shall initiate contact investigations for all TB cases with positive AFB sputum-smear results within three business days of receiving the positive result.
4. Within five business days after the monthly case review, the Grantee shall enter a note in PA-NEDSS for each active case of TB disease stating that the monthly review has been completed. Within two business days of entering the note in PA-NEDSS, the Grantee shall email the completed case review form for each active case to the TB Program Resource Account (TB_Program_Central_Office@pa.gov).

5. The Grantee shall update all open contact investigations in PA-NEDSS, at a minimum:
 - a. Prior to each Cohort Review, and
 - b. By July 15th each year to facilitate preparation of the annual “Aggregate Reports for Tuberculosis Program Evaluation” (ARPEs) by the Department.
 6. The Grantee shall set the investigation status in PA-NEDSS to “Waiting for Central Office Review” within five business days of a case being confirmed as active TB to flag the case for review and to be counted by the Department.
 7. The Grantee shall close a suspected case of TB in PA-NEDSS within 60 calendar days of confirmation that the case is not mycobacterium tuberculosis.
 8. The Grantee shall enter an investigation note stating the confirmed case is ready to be closed and set the investigation status in PA-NEDSS to “Waiting for Central Office Review” within five business days of completion of therapy.
- F. Data Security and Confidentiality
1. The Grantee shall comply at all times with:
 - a. The Confidentiality of HIV-Related Information Act, 35 P.S. § 7601 et seq.;
 - b. The Disease Prevention and Control Law of 1955, 35 P.S. §§ 521.1 et seq.;
 - c. The CDC’s Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action (2011) (<http://www.cdc.gov/nchstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>); and
 - d. The Department’s Data Security and Confidentiality Policy and Standards for Integrated Data Sharing (January 2016) and any subsequent revision. Both the CDC and the Department Guidelines are incorporated herein by reference. The Grantee acknowledges having access to those Guidelines.
- G. Collaboration with the State TB Program
1. The Grantee shall make sure that at least two representatives of its TB program (a primary and a back-up) have access to the TB Collaboration (SharePoint) webpage.

II. Timelines

- A. The tasks set forth in Section (I)(A) (“Treatment and Outreach Services”) shall be performed by the Grantee as necessary throughout the term of the Grant Agreement, unless otherwise specifically set forth within that section.
- B. The tasks set forth in Section (I)(B) (“HIV Counseling and Testing of Presumptive or Confirmed Tuberculosis Cases”) shall be performed by the Grantee as necessary throughout the term of the Grant Agreement, unless otherwise specifically set forth within that section.
- C. The tasks set forth in Section (I)(C) (“Education”) shall be performed by the Grantee as necessary throughout the term of the Grant Agreement, unless otherwise specifically set forth within that section.

- D. The tasks set forth in Section (I)(D)(1) and (I)(D)(2)(b) (“Cohort Review Process”) shall be completed within 14 calendar days of receiving the counted case list from the Department. The tasks set forth in Section (I)(D)(2)(c) shall be completed within 28 calendar days after the date of the Cohort Review.
- E. The tasks set forth in Section (I)(E)(1) (“Pennsylvania National Electronic Disease Surveillance System (PA-NEDSS)”) shall be performed by the Grantee throughout the term of this Grant Agreement. The tasks set forth in paragraphs (2) through (5) of Section (I)(E) shall be completed within the specified time frame set forth in those paragraphs.
- F. The tasks set forth in Section (I)(F)(1) (“Collaboration with the State TB Program”) shall be performed by the Grantee throughout the term of this Grant Agreement, unless otherwise specifically set forth within that section.

III. Reporting Requirements

- A. The Grantee shall report all suspected or confirmed cases of TB utilizing the PA-NEDSS reporting system within five business days of either receiving notification of a suspected case or confirming an active case in accordance with Commonwealth law and regulations.
- B. The Grantee shall submit the Security Training Compliance Report to the Department by March 1st each year so that the percentage of Public Health Programs Represented (PHPR) completing the PA-NEDSS security training can be determined.
- C. The Grantee shall report to the Department by Feb. 28th each year the actual performance for the most recent calendar year for the goals listed below. Where goals have not been met, the Grantee shall explain what steps will be taken to achieve the goal by Dec. 31, 2019. Where goals have been met, the Grantee shall briefly describe what activities were key to that success. The Department will provide the Grantee with a County/Municipal TB Program Objectives and Performance Targets form for completing the report. The Objectives and Targets are incorporated herein by reference.
 1. Increase the proportion of newly diagnosed patients with TB disease who complete treatment to 93% – in those cases where 12 months or less of an ATS/CDC recommended treatment regimen is indicated.
 2. Report drug susceptibility results in PA-NEDSS for 99% of all newly reported culture-positive TB cases within 90 calendar days of diagnosis.
 3. Increase to 95% the proportion of patients with TB disease who receive DOT, including those patients who are privately managed.
 4. Increase the proportion of TB patients who have a positive or negative HIV test result reported in PA-NEDSS to 88.7%.
 5. Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts elicited to 99.5%
 6. For contacts of TB patients with sputum AFB smear-positive results, increase the percentage who are evaluated for TB infection and disease to 90%.
 7. For contacts of TB patients with sputum AFB smear-positive results who are diagnosed with LTBI, increase the proportion who start treatment to 88%.
 8. For contacts of TB patients with sputum AFB smear-positive results who have started treatment for LTBI, increase the proportion who complete treatment to 79%.
- D. Grantee shall send reports and any correspondence to the Department at the following address:

Tuberculosis Program
Health and Welfare Building, Room 1013
625 Forster St.
Harrisburg, PA 17120-0701

Patient's Name _____

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Street Address _____ (Last) _____ (First) _____ (M.I.) _____ (ZIP CODE)



Centers for Disease Control and Prevention National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

1. Date Reported, 2. Date Submitted, 3. Case Numbers (Year Reported, State Code, Locally Assigned Identification Number, State Case Number, City/County Case Number, Linking State Case Number)

4. Reporting Address for Case Counting, 5. Count Status, 6. Date Counted, 7. Previous Diagnosis of TB Disease, 8. Date of Birth, 9. Sex at Birth, 10. Ethnicity, 11. Race, 12. Country of Birth, 13. Month-Year Arrived in U.S.

14. Pediatric TB Patients (<15 years old), 15. Status at TB Diagnosis, 16. Site of TB Disease

Public reporting burden of this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

Information contained on this form which would permit identification of any individual has been collected with a guarantee that it will be held in strict confidence, will be used only for surveillance purposes, and will not be disclosed or released without the consent of the individual in accordance with Section 308(d) of the Public Health Service Act (42 U.S.C. 242m).

REPORT OF VERIFIED CASE OF TUBERCULOSIS

17. Sputum Smear (select one)

Positive Not Done
 Negative Unknown

Date Collected: _____
 Month Day Year

18. Sputum Culture (select one)

Positive Not Done
 Negative Unknown

Date Collected: _____ Date Result Reported: _____
 Month Day Year Month Day Year

Reporting Laboratory Type (select one): Public Health Laboratory Commercial Laboratory Other

19. Smear/Pathology/Cytology of Tissue and Other Body Fluids (select one)

Positive Not Done
 Negative Unknown

Date Collected: _____ Enter anatomic code (see list): _____
 Month Day Year

Type of exam (select all that apply): Smear Pathology/Cytology

20. Culture of Tissue and Other Body Fluids (select one)

Positive Not Done
 Negative Unknown

Date Collected: _____ Enter anatomic code (see list): _____ Date Result Reported: _____
 Month Day Year Month Day Year

Reporting Laboratory Type (select one): Public Health Laboratory Commercial Laboratory Other

21. Nucleic Acid Amplification Test Result (select one)

Positive Not Done
 Negative Unknown
 Indeterminate

Date Collected: _____ Date Result Reported: _____
 Month Day Year Month Day Year

Enter specimen type: Sputum
 OR
 If not Sputum, enter anatomic code (see list): _____

Reporting Laboratory Type (select one): Public Health Laboratory Commercial Laboratory Other

Initial Chest Radiograph and Other Chest Imaging Study

22A. Initial Chest Radiograph (select one) Normal Abnormal* (consistent with TB) Not Done Unknown
 * For ABNORMAL Initial Chest Radiograph: Evidence of a cavity (select one): Yes No Unknown
 Evidence of miliary TB (select one): Yes No Unknown

22B. Initial Chest CT Scan or Other Chest Imaging Study (select one) Normal Abnormal* (consistent with TB) Not Done Unknown
 * For ABNORMAL Initial Chest CT Scan or Other Chest Imaging Study: Evidence of a cavity (select one): Yes No Unknown
 Evidence of miliary TB (select one): Yes No Unknown

23. Tuberculin (Mantoux) Skin Test at Diagnosis (select one)

Positive Not Done
 Negative Unknown

Date Tuberculin Skin Test (TST) Placed: _____
 Month Day Year

Millimeters (mm) of induration: _____

24. Interferon Gamma Release Assay for Mycobacterium tuberculosis at Diagnosis (select one)

Positive Not Done
 Negative Unknown
 Indeterminate

Date Collected: _____
 Month Day Year

Test type: _____
 Specify _____

25. Primary Reason Evaluated for TB Disease (select one)

TB Symptoms
 Abnormal Chest Radiograph (consistent with TB)
 Contact Investigation
 Targeted Testing
 Health Care Worker
 Employment/Administrative Testing
 Immigration Medical Exam
 Incidental Lab Result
 Unknown

REPORT OF VERIFIED CASE OF TUBERCULOSIS

26. HIV Status at Time of Diagnosis (select one)

- Negative Indeterminate Not Offered Unknown
 Positive Refused Test Done, Results Unknown

If POSITIVE, enter:

State HIV/AIDS Patient Number:

City/County HIV/AIDS Patient Number:

27. Homeless Within Past Year (select one)

- No Yes Unknown

28. Resident of Correctional Facility at Time of Diagnosis (select one)

- No Yes Unknown

If YES, (select one):

- Federal Prison Local Jail Other Correctional Facility
 State Prison Juvenile Correction Facility Unknown

If YES, under custody of Immigration and Customs Enforcement? (select one)

- No Yes

29. Resident of Long-Term Care Facility at Time of Diagnosis (select one)

- No Yes Unknown

If YES, (select one):

- Nursing Home Residential Facility Alcohol or Drug Treatment Facility Unknown
 Hospital-Based Facility Mental Health Residential Facility Other Long-Term Care Facility

30. Primary Occupation Within the Past Year (select one)

- Health Care Worker Migrant/Seasonal Worker Retired Not Seeking Employment (e.g. student, homemaker, disabled person)
 Correctional Facility Employee Other Occupation Unemployed Unknown

31. Injecting Drug Use Within Past Year (select one)

- No Yes Unknown

32. Non-Injecting Drug Use Within Past Year (select one)

- No Yes Unknown

33. Excess Alcohol Use Within Past Year (select one)

- No Yes Unknown

34. Additional TB Risk Factors (select all that apply)

- Contact of MDR-TB Patient (2 years or less) Incomplete LTBI Therapy Diabetes Mellitus Other Specify _____
 Contact of Infectious TB Patient (2 years or less) TNF- α Antagonist Therapy End-Stage Renal Disease None
 Missed Contact (2 years or less) Post-organ Transplantation Immunosuppression (not HIV/AIDS)

35. Immigration Status at First Entry to the U.S. (select one)

- Not Applicable Immigrant Visa Tourist Visa Asylee or Parolee
 "U.S.-born" (or born abroad to a parent who was a U.S. citizen) Student Visa Family/Fiancé Visa Other Immigration Status
 Born in 1 of the U.S. Territories, U.S. Island Areas, or U.S. Outlying Areas Employment Visa Refugee Unknown

36. Date Therapy Started

Month Day Year

37. Initial Drug Regimen (select one option for each drug)

	No	Yes	Unk		No	Yes	Unk		No	Yes	Unk
Isoniazid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ethionamide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moxifloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifampin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Amikacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cycloserine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pyrazinamide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Kanamycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Para-Amino Salicylic Acid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethambutol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Capreomycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Streptomycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ciprofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify _____			
Rifabutin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Levofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifapentine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify _____			

Comments:

Patient's Name _____ (Last) _____ (First) _____ (M.I.)

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Street Address _____ (Number, Street, City, State) _____ (ZIP CODE)



Centers for Disease Control and Prevention
National Center for HIV/AIDS,
Viral Hepatitis, STD, and
TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Initial Drug Susceptibility Report

(Follow Up Report – 1)

Year Counted <input type="text"/>	State Case Number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	City/County Case Number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Submit this report for all culture-positive cases.

38. Genotyping Accession Number
Isolate submitted for genotyping (select one): No Yes
If YES, genotyping accession number for episode:

39. Initial Drug Susceptibility Testing
Was drug susceptibility testing done? (select one) No Yes Unknown
If NO or UNKNOWN, do not complete the rest of Follow Up Report –1

If YES, enter date FIRST specimen collected on which initial drug susceptibility testing was done: Month Day Year
Enter specimen type: Sputum
OR
If not Sputum, enter anatomic code (see list):

40. Initial Drug Susceptibility Results (select one option for each drug)

	Resistant	Susceptible	Not Done	Unknown		Resistant	Susceptible	Not Done	Unknown
Isoniazid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Capreomycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifampin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ciprofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pyrazinamide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Levofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethambutol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Streptomycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moxifloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifabutin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other Quinolones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifapentine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cycloserine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethionamide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Para-Amino Salicylic Acid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amikacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kanamycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify _____				
					Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Specify _____				

Comments:

Public reporting burden of this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to CDC, Project Clearance Officer, 1600 Clifton Road, MS D-74, Atlanta, GA 30333, ATTN: PRA (0920-0026). Do not send the completed form to this address.

Information contained on this form which would permit identification of any individual has been collected with a guarantee that it will be held in strict confidence, will be used only for surveillance purposes, and will not be disclosed or released without the consent of the individual in accordance with Section 308(d) of the Public Health Service Act (42 U.S.C. 242m).

Patient's Name _____ (Last) _____ (First) _____ (M.I.)

**REPORT OF VERIFIED CASE
OF TUBERCULOSIS**

Street Address _____ (Number, Street, City, State) _____ (ZIP CODE)



**Centers for Disease
Control and Prevention**
National Center for HIV/AIDS,
Viral Hepatitis, STD, and
TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Case Completion Report

(Follow Up Report - 2)

Year Counted <input type="text"/>	State Case Number <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	City/County Case Number <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Submit this report for all cases in which the patient was alive at diagnosis.

41. Sputum Culture Conversion Documented (select one) No Yes Unknown

If YES, enter date specimen collected for FIRST consistently negative sputum culture:
Month Day Year

If NO, enter reason for not documenting sputum culture conversion (select one):

<input type="checkbox"/> No Follow-up Sputum Despite Induction	<input type="checkbox"/> Patient Refused	<input type="checkbox"/> Patient Lost to Follow-Up
<input type="checkbox"/> No Follow-up Sputum and No Induction	<input type="checkbox"/> Other Specify _____	
<input type="checkbox"/> Died	<input type="checkbox"/> Unknown	

42. Moved

Did the patient move during TB therapy? (select one) No Yes

If YES, moved to where (select all that apply):

<input type="checkbox"/> In state, out of jurisdiction (enter city/county) Specify _____	Specify _____
<input type="checkbox"/> Out of state (enter state) Specify _____	Specify _____
<input type="checkbox"/> Out of the U.S. (enter country) Specify _____	Specify _____

If moved out of the U.S., transnational referral? (select one) No Yes

43. Date Therapy Stopped Month <input type="text"/> Day <input type="text"/> Year <input type="text"/>	44. Reason Therapy Stopped or Never Started (select one) <input type="checkbox"/> Completed Therapy <input type="checkbox"/> Not TB <input type="checkbox"/> If DIED, indicate cause of death (select one): <input type="checkbox"/> Lost <input type="checkbox"/> Died <input type="checkbox"/> Related to TB disease <input type="checkbox"/> Unrelated to TB disease <input type="checkbox"/> Uncooperative or Refused <input type="checkbox"/> Other <input type="checkbox"/> Related to TB therapy <input type="checkbox"/> Unknown <input type="checkbox"/> Adverse Treatment Event <input type="checkbox"/> Unknown
--	---

45. Reason Therapy Extended >12 months (select all that apply)

<input type="checkbox"/> Rifampin Resistance	<input type="checkbox"/> Non-adherence	<input type="checkbox"/> Clinically Indicated - other reasons
<input type="checkbox"/> Adverse Drug Reaction	<input type="checkbox"/> Failure	<input type="checkbox"/> Other Specify _____

46. Type of Outpatient Health Care Provider (select all that apply)

<input type="checkbox"/> Local/State Health Department (HD)	<input type="checkbox"/> IHS, Tribal HD, or Tribal Corporation	<input type="checkbox"/> Inpatient Care Only	<input type="checkbox"/> Unknown
<input type="checkbox"/> Private Outpatient	<input type="checkbox"/> Institutional/Correctional	<input type="checkbox"/> Other	

Comments:

Public reporting burden of this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to CDC, Project Clearance Officer, 1600 Clifton Road, MS D-74, Atlanta, GA 30333, ATTN: PRA (0920-0026). Do not send the completed form to this address.

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Patient's Name _____ (Last) _____ (First) _____ (M.I.)

State Case No. _____

REPORT OF VERIFIED CASE OF TUBERCULOSIS



Centers for Disease Control and Prevention
 National Center for HIV/AIDS,
 Viral Hepatitis, STD, and
 TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Case Completion Report - Continued

(Follow Up Report - 2)

47. Directly Observed Therapy (DOT) (select one)

- No, Totally Self-Administered
- Yes, Totally Directly Observed
- Yes, Both Directly Observed and Self-Administered
- Unknown

Number of weeks of directly observed therapy (DOT)

48. Final Drug Susceptibility Testing

Was follow-up drug susceptibility testing done? (select one) No Yes Unknown

If NO or UNKNOWN, do not complete the rest of Follow Up Report -2

If YES, enter date FINAL specimen collected on which drug susceptibility testing was done:

Enter specimen type: Sputum

OR

If not Sputum, enter anatomic code (see list):

Month Day Year

49. Final Drug Susceptibility Results (select one option for each drug)

	Resistant	Susceptible	Not Done	Unknown		Resistant	Susceptible	Not Done	Unknown
Isoniazid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Capreomycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifampin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ciprofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pyrazinamide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Levofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethambutol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ofloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Streptomycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moxifloxacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifabutin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other Quinolones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifapentine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cycloserine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethionamide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Para-Amino Salicylic Acid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amikacin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kanamycin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify _____				
					Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Specify _____				

Comments:

Public reporting burden of this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to CDC, Project Clearance Officer, 1600 Clifton Road, MS D-74, Atlanta, GA 30333, ATTN: PRA (0920-0026). Do not send the completed form to this address.

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SAP # 4100079295

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 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 – 9th 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.

Department of Health

Division of TB & STD

67TBSTD

PO Box 69183

Harrisburg, PA 17106

Revised 5/12

INVOICE

Payee Name and Address York City Bureau of Health P.O. Box 509 York, PA 17405-0509			Date			
			Current Billing Period			
SAP Vendor Number 138884-010			Invoice Number			
Telephone Number 717-854-7724			SAP Document Number 4100079295			
Category	Budget Amount	Expenditures to Date for Prior Periods	Balance to Date from Prior Periods	Invoice Amount for Current Period	Cumulative Expenditures through Current Period	Action Amount (Tolerance Exceeded) (1)
I. Personnel Services			0.00		0.00	0.00
II. Consultant Services			0.00		0.00	0.00
III. Subcontract Services			0.00		0.00	0.00
IV. Patient Services			0.00		0.00	0.00
V. Equipment			0.00		0.00	0.00
VI. Supplies			0.00		0.00	0.00
VII. Travel			0.00		0.00	0.00
VIII. Other Costs			0.00		0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00

Contractor's Authorized Signature_____
Date

(1) The Action Amount is the amount at which action is required, either a budget revision or written approval. Please refer to the payment provisions within the contractual document for allowability of reallocating funds between budget categories.

Appendix C

OVERALL BUDGET SUMMARY

York City Bureau of Health
 SAP #4100079295
 July 1, 2018 to June 30, 2020

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	4,136.82	-	4,136.82
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	400.00	-	400.00
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	2,287.18	-	2,287.18
VII. TRAVEL	2,500.00	-	2,500.00
VIII. OTHER COSTS	4,076.00	-	4,076.00
TOTAL	13,400.00	-	13,400.00

Appendix C

BUDGET SUMMARY

York City Bureau of Health

SAP #4100079295

July 1, 2018 - June 30, 2019

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	2,047.86	-	2,047.86
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	200.00	-	200.00
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	1,164.14	-	1,164.14
VII. TRAVEL	1,250.00	-	1,250.00
VIII. OTHER COSTS	2,038.00	-	2,038.00
TOTAL	6,700.00	-	6,700.00

Appendix C
York City Bureau of Health
SAP #4100079295
July 1, 2018 - June 30, 2019

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	State Funds (461) 7/1/18 - 6/30/19	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

I. PERSONNEL SERVICES

A. Staff Personnel	Hourly Rate	Number of Hours					
Community Health Nurse (7/01/18 - 12/31/18)	26.89	26.00	699.14				699.14
Community Health Nurse (1/01/19 - 6/30/19)	27.43	26.00	713.18				713.18
							-
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Sub-Total			1,412.32	-	-	-	1,412.32

Appendix C
York City Bureau of Health
SAP #4100079295
July 1, 2018 - June 30, 2019

Categories			Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
			State Funds (461) 7/1/18-6/30/19	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
B. Fringe Benefits								
	Salary	Rate						
Community Health Nurse (7/01/18 - 12/31/18)	699.14	45.00%	314.61					314.61
Community Health Nurse (1/01/19 - 6/30/19)	713.18	45.00%	320.93					320.93
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
Specify the benefits included in this rate: FICA, Insurance allocations - including liability, workman's comp, health ins., life insurance, public official, etc.								
		Sub-Total	635.54	-	-	-	-	635.54
		Total	<u>2,047.86</u>	-	-	-	-	<u>2,047.86</u>

Appendix C
York City Bureau of Health
SAP #4100079295
July 1, 2018 - June 30, 2019

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	State Funds (461) 7/1/18- 6/30/19	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

II. CONSULTANT SERVICES

Consultants	Hourly Rate	Number of Hours					
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total			-	-	-	-	-

III. SUBCONTRACT SERVICES

Radiology Services	100.00						100.00
Laboratory Services	100.00						100.00
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total	200.00		-	-	-	-	200.00

Appendix C
York City Bureau of Health
SAP #4100079295
July 1, 2018 - June 30, 2019

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	State Funds (461) 7/1/18-6/30/19	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

IV. PATIENT SERVICES

						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	-	-	-	-	-	-

V. EQUIPMENT

	<u>Quantity</u>	<u>Unit Cost</u>						
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total			-	-	-	-	-	-

Appendix C
York City Bureau of Health
SAP #4100079295
July 1, 2018 - June 30, 2019

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	State Funds (461) 7/1/18- 6/30/19	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
VI. SUPPLIES						
Office supplies	175.00					175.00
Medical supplies	989.14					989.14
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	1,164.14	-	-	-	-	1,164.14
VII. TRAVEL						
Mileage	300.00					300.00
Lodging	600.00					600.00
Subsistence	350.00					350.00
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	1,250.00	-	-	-	-	1,250.00

Appendix C
York City Bureau of Health
SAP #4100079295
July 1, 2018 - June 30, 2019

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment	Total Budget
	State Funds (461) 7/1/18-6/30/19	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	Type & Number (Enter Funding Source)	
VIII. OTHER COSTS						
Training registration fees	250.00					250.00
Translation services	50.00					50.00
Rent	1,200.00					1,200.00
Office expenses (copier, postage)	218.95					218.95
Indirect costs (up to 5% of the total minus indirect)	319.05					319.05
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	2,038.00	-	-	-	-	2,038.00
TOTAL	6,700.00	-	-	-	-	6,700.00

Appendix C

BUDGET SUMMARY

York City Bureau of Health

SAP #4100079295

July 1, 2019 - June 30, 2020

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	2,088.96	-	2,088.96
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	200.00	-	200.00
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	1,123.04	-	1,123.04
VII. TRAVEL	1,250.00	-	1,250.00
VIII. OTHER COSTS	2,038.00	-	2,038.00
TOTAL	6,700.00	-	6,700.00

Appendix C
York City Bureau of Health
SAP #4100079295
July 1, 2019 - June 30, 2020

Categories			Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	Salary	Rate	State Funds (461) 7/1/19-6/30/20	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
B. Fringe Benefits								
Community Health Nurse (7/01/19 - 12/31/19)	713.18	45.00%	320.93					320.93
Community Health Nurse (1/01/20 - 6/30/20)	727.48	45.00%	327.37					327.37
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
Sub-Total			648.30	-	-	-	-	648.30
Total			2,088.96	-	-	-	-	2,088.96

Specify the benefits included in this rate:
 FICA, Insurance allocations - including liability,
 workman's comp, health ins., life insurance,
 public official, etc.

Appendix C
 York City Bureau of Health
 SAP #4100079295
 July 1, 2019 - June 30, 2020

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	State Funds (461) 7/1/19-6/30/20	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

II. CONSULTANT SERVICES

Consultants	Hourly Rate	Number of Hours						
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total								-

III. SUBCONTRACT SERVICES

Radiology services	100.00							100.00
Laboratory services	100.00							100.00
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total	200.00							200.00

Appendix C
York City Bureau of Health
SAP #4100079295
July 1, 2019 - June 30, 2020

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	State Funds (461) 7/1/19-6/30/20	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
IV. PATIENT SERVICES						
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total						-

V. EQUIPMENT						
	<u>Quantity</u>	<u>Unit Cost</u>				
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total						-

Appendix C
 York City Bureau of Health
 SAP #4100079295
 July 1, 2019 - June 30, 2020

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	State Funds (461) 7/1/19-6/30/20	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
VI. SUPPLIES						
Office Supplies	175.00					175.00
Medical/clinical supplies	948.04					948.04
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	<u>1,123.04</u>	-	-	-	-	<u>1,123.04</u>

VII. TRAVEL						
Mileage	300.00					300.00
Lodging	600.00					600.00
Subsistence	350.00					350.00
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	<u>1,250.00</u>	-	-	-	-	<u>1,250.00</u>

SAP# 4100079295**Appendix D****PROGRAM SPECIFIC PROVISIONS****I. CONFIDENTIALITY PROVISIONS**

- A. The Grantee shall abide by any and all confidentiality laws and regulations pertaining to the information obtained under this Grant Agreement. Particularly, the Grantee shall comply with the Confidentiality of HIV-Related Information Act (Act 148), 35 P.S. Section 7601 et seq., the Disease Prevention and Control Law of 1955, 35 P.S. §521.1, 521.15, and state and federal laws and regulations relating to confidentiality of drug and alcohol abuse treatment information. See 71 P.S. §§ 1690.101, 1690.108; 4 Pa. Code § 255.5; 42 U.S.C. § 290 dd-1; and 42 C.F.R. part 2. The Grantee shall further ensure that all sub-grantees funded by this Grant Agreement comply with said confidentiality laws and regulations.

This Paragraph I supplements Paragraph 23 of the Standard General Terms and Conditions (“Confidentiality, Sensitive Documents and Information”) which are incorporated by reference to this document.

- B. All client counseling and testing information obtained by the Grantee shall be kept confidential. The Grantee shall provide the option of anonymous HIV counseling and testing to all clients seeking HIV CTR (Counseling Testing and Referral) services. The Grantee shall conduct counseling and testing, including face-to-face post-test counseling, in accordance with the Confidentiality of HIV-Related Information Act, 35 P.S. §7601 et seq. (Act 148), in general, and 35 P.S. §7605 in particular.
- C. The Grantee shall take special measures to ensure confidentiality of records, including storing of records in secure, locked cabinets; monitoring the confidential storage of records; and using any coded names, number sequences, or other methods of identification that assure anonymity of the client.
- D. The Grantee shall only release HIV test results and any related HIV information from HIV counseling and testing records in accordance with Act 148 and as required pursuant to the Disease Prevention and Control Law of 1955 and the Department’s regulation at 28 Pa. Code Ch. 27, promulgated under that law.
- E. The Grantee shall ensure through written agreement, and ongoing reporting and monitoring that sub-grantees comply with the provisions of this Appendix D, Paragraph II.

II. ADDITIONAL REQUIREMENTS FOR COUNSELING, TESTING AND REFERRAL (CTR)

- A. The Grantee shall provide HIV testing according to the “Revised Guidelines for HIV Counseling, Testing and Referral” (Revised CTR Guidelines) issued in November 2001 by the Centers for Disease Control and Prevention (CDC) and in accordance with the 2006 CDC Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings (Revised Recommendations). Any HIV-related test shall be preceded by an explanation of the test, including its purpose, potential uses, limitations, and meaning of the results (pre-test information). The CDC Revised CTR Guidelines and Revised Recommendations and any updates are incorporated herein by reference. The Grantee acknowledges being familiar with and having a copy of the Revised CTR Guidelines and Revised Recommendations.
- B. The Grantee shall not participate in mandatory testing programs.
- C. The Grantee may, if a Department designated and approved provider, perform rapid HIV tests. When applicable, the Grantee shall provide rapid testing according to the protocols and procedures established in the Department’s Rapid Testing Manual, which is

incorporated by reference herein. The Grantee hereby acknowledges being familiar with and having a copy of the Rapid Testing Manual in its possession. The Department may, by written notice to the Grantee, modify or replace the Rapid Testing Manual.

III. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The following language replaces Paragraph 35 of the Standard General Terms and Conditions (Rev. 2/15) in its entirety:

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Grant Agreement or any subgrant Agreement, Contract, or subcontract, the Grantee, a subgrantee, a Contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable Federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, Contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against or intimidate any of its employees.
- C. The Grantee, any subgrantee, Contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against any subgrantee, Contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.
- E. The Grantee and each subgrantee, Contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, Contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have Federal government Contracts of first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any Contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- F. The Grantee, any subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant Agreement, Contract or subcontract so that those provisions applicable to subgrantees, Contractors or subcontractors will be binding upon each subgrantee, Contractor or subcontractor.
- G. The Grantor's and each subgrantee's, Contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, Contractor and subcontractor shall have an obligation to inform the

Commonwealth if, at any time during the term of the Grant Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- H. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

IV. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT

The following language replaces Paragraph 36 of the Standard General Terms and Conditions (Rev. 2/15) in its entirety:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of religion, age, gender, sexual orientation, gender identity or expression, handicap or national origin discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any of its employees on account of religion, age, gender, sexual orientation, gender identity or expression, handicap or national origin.
- C. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of religion, age, gender, sexual orientation, gender identity or expression, handicap or national origin against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- D. The Contractor and any subcontractors shall ensure that any services or benefits available to the public or other third parties by way of this Contract shall not be denied or restricted for such persons due to race, creed, color, religion, gender, sexual orientation, gender identity or expression, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act and The Age Discrimination Act of 1975 as well as applicable provisions of the Omnibus Reconciliation Act of 1981.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities for purposes of investigation to ascertain compliance with the provisions of this Additional Provisions relating to Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Diversity, Inclusion and Small Business Opportunities.