

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

Lien Nguyen, Project Officer  
(717) 772-2762

Tara Trego, Alternate Project Officer  
(717) 772-2762

SAP# :4100082860

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

**AND  
YORK CITY BUREAU OF HEALTH**

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as "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 "Provider."

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, 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 Agreement, and this Agreement is contingent upon appropriation and receipt of such funds.

WHEREAS, this agreement is an Intergovernmental Agreement and is 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), and must be processed in accordance with the Commonwealth Attorneys Act, 71 P.S. § 732-101 et seq.

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

**I. AGREEMENT TERM**

**A.** This Agreement shall be effective from Jan. 1, 2019 through Sept. 29, 2019, 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 Agreement.

**B. No-Cost Extension.** The term of this Agreement may be extended with no additional funding by a written notice signed by the Department in order to allow the Provider to continue to use the funds to perform the work of this Agreement at the same terms and conditions as this 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 Provider by the end of the Budget period. At no time will the length of this Agreement exceed 5 years including any extension.

**C. Renewal.**

At the Department's discretion and by letter notice, the Department may renew this Agreement for the following term: 4 one year renewals.

1. In the event of a renewal, the Department may choose to renew the Agreement as follows:
  - a) At the 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 5% 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 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 Agreement to be changed.

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

○ Renewals are not applicable to this Agreement

## II. **AGREEMENT AMOUNT**

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Agreement, the Department will make payments in accordance with the Agreement payment provisions, Appendix B and the Agreement Budget, Appendix C, up to the maximum Agreement amount of \$54,400.

## 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 Providers. 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:

\$54,400 CFDA 93.197, DHHS/CDC, FAIN NUE2EH001369, Childhood Lead Poisoning Prevention

## IV. **WORK STATEMENT**

The Provider 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 Agreement and the parties agree to be bound by these Appendices and Attachments:

- A. **Appendix A - Work Statement**
- 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**

Provider 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 Agreement:

- A. **Audit Requirements (Rev. 7/13)**
- B. **Commonwealth Travel and Subsistence Rates (Rev. 4/12)**
- C. **Federal Lobbying Certification and Disclosure (Rev. 12/05)**
- D. **Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 4/12)**
- E. **Pro-Children Act of 1994 (Rev. 12/05)**

**F. Terms and Conditions**

Standard General Terms and Conditions (Rev. 2/15)

Standard Contract Terms and Conditions - Paper Contract (Rev. 03/03/2015)

Paragraph 18 (Payment) of these Standard Contract Terms and Conditions is superseded by the terms of Appendix B, Payment Provisions (Rev.5/12).

Additional Contract Terms and Conditions (Rev. 3/15)

**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. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS**

If, during the term of this Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Agreement, the Department may advise Provider, in writing, of the availability and purpose of such funds. The Department also will inform Provider of any additional conditions or requirements of the additional funds. Provider hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Department. Provider shall provide the Department with a written work statement detailing the manner in which Provider will use the additional funds in accordance with the stated requirements. Provider shall provide the Department with a detailed revised overall Agreement Budget showing the current budget, the budget for the additional funds and a revised total Budget. The Department may choose to provide Provider 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 Agreement, as well as to any additional conditions and requirements of the additional funds. Provider'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.

This paragraph, 'Addition of Subsequently Available Funds' is not applicable to this agreement

**VIII. DECREASE IN FUNDING**

If the Department determines that the Provider is unable to spend the funding included in this Agreement in a timely manner and that the Provider 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 Provider from any Budget year set out in Appendix C of this 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.

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

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

**X. FINAL AGREEMENT APPROVAL**

This 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 Provider.

**SAP# 4100082860****Appendix A****WORK STATEMENT****I. TASKS****A. Childhood Lead Poisoning Prevention**

The Grantee shall develop system and policy changes in York City to better address lead poisoning prevention as a primary strategy. Specifically, the Grantee shall:

1. Develop and implement a plan for increasing blood lead testing of children less than 6 years of age.
  - a. Provide at least four outreach and education sessions to primary care providers (PCP) and pediatricians on the importance of lead testing and adherence to the Centers for Disease Control and Prevention recommended testing schedules, and follow-up and re-testing for children with elevated blood lead levels.
    - i. Office and staff meetings in PCP and Pediatric offices.
    - ii. Grand Rounds for PCP and pediatricians.
  - b. Develop marketing and reference materials for providers.
  - c. Work with a subcontractor and health care providers to develop a process and templates for providers using electronic health records to ensure testing and follow up occurs through the provider office.
2. The Grantee shall develop and implement targeted population-based interventions.
  - a. Provide outreach and education to rental property owners regarding lead hazards and maintaining properties.
  - b. Educate the public, partners and stakeholders about lead-related issues.
  - c. Develop and conduct at least one training for lead workforce, partners and other stakeholders, through a subcontractor.
  - d. Develop and maintain collaborative relationships with community, local, and state partners and stakeholders to address priority challenges and opportunities, through a subcontractor.
    - i. Draft new policies and ordinances to develop a proactive rental inspection program and strengthen code enforcement to foster sustainability in reducing lead hazards.
    - ii. Advocate for and present new ordinance(s) to council for adoption and implementation.
    - iii. Develop procedures and processes to incorporate lead inspections into framework of codes inspections.
    - iv. Train city staff to conduct lead inspections.

**B. Client Satisfaction Data Collection**

1. The Department will collect feedback from Grantees, to improve the services for Pennsylvania's maternal, infant, child and adolescent population. The content, format and frequency of Grantee satisfaction data collection will be established by the Department. Any changes by the Department to the content, format or frequency of the client satisfaction data collection will be provided at least 30 calendar days prior to the change taking effect.
  - a. The Grantee shall participate in data collection with the Department regarding their satisfaction with the Department's customer relationships and services using forms, surveys, focus groups or other methods provided by the Department.
  - b. The Grantee shall request, in writing, approval from the Department at least 30 calendar days prior to any changes or additions to the format or frequency of the Grantee satisfaction data collection as identified. Any changes to the

Department's satisfaction data collection by the Grantee shall not be implemented without Department written approval. Grantee shall request, in writing, approval from the Department.

2. The Grantee will collect feedback from Grantee's clients, to improve the services for Pennsylvania's maternal, infant, child and adolescent population. The Grantee shall collect, at a minimum, client satisfaction data from its clients as identified by the Department. The content, format and frequency of client satisfaction data collection will be established by the Department. Any changes by the Department to the content, format or frequency of the client satisfaction data collection will be provided at least 30 calendar days prior to the change taking effect.
  - a. The Grantee shall collect client satisfaction data measuring the quality of customer relationships and service using forms, surveys, focus groups or other methods approved and provided by the Department.
  - b. The Grantee shall request, in writing, approval from the Department at least 30 calendar days prior to any changes or additions to the format or frequency of the client satisfaction data collection as identified. Any changes to the Department's client satisfaction data collection by the Grantee shall not be implemented without Department written approval. Grantee shall request, in writing, approval from the Department.
3. The Department may request additional data from the Grantee when the Grantee collects client satisfaction data independent of the minimum data collection established by the Department (as directed above). The Grantee shall make the data available to the Department upon the Department's request in a format mutually agreed upon by the Department and the Grantee.

## II. TIMELINES

1. The tasks included in Paragraph I.A above shall be completed throughout the term of this Grant and shall be completed by Sept. 29, 2019.
2. The task included in Paragraph I.B.1.a above shall be determined by the Department in accordance with the methodology of the tool(s) and shall occur within the Grant period.
3. The task included in Paragraph I.B.1.b above shall be completed at least 30 calendar days prior to any changes or additions.
4. The task included in Paragraph I.B.2.a above shall be completed at a minimum of annually, by June 30th each year.
5. The task included in Paragraph I.B.2.b above shall be completed at least 30 calendar days prior to any changes or additions.
6. The task included in Paragraph I.B.3 above shall be completed within 30 calendar days of the request from the Department.

## III. REPORTING REQUIREMENTS

The Grantee shall submit the following reports to the Department for each task in this Work Statement. All reports shall be submitted to the Project Officer.

- A. Performance Report. The Grantee shall submit a narrative report to the Department of its performance relating to each task in the Work Statement (Appendix A) for this Grant Agreement and include any other pertinent information by April 30, 2019; and within 30 calendar days following the end of the contract period, Oct. 29, 2019. Submission of the reports shall occur either electronically (in Microsoft Word format) or in hardcopy.
- B. Client Satisfaction Data. The Grantee shall report its findings to the Department electronically on an annual basis by July 30<sup>th</sup> each year or as requested by the Department. Reports shall be provided in the format(s) identified by the Department with all identifying participant information removed.
- C. Additional reporting requirements may be added at the discretion of the Department.

**SAP # 4100082860**

**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.

Department of Health

Division of Child &amp; Adult Health

Revised 5/12

**INVOICE**

67CHLDADLT

PO Box 69183

Harrisburg, PA 17106

| <b>Payee Name and Address</b><br>York City Bureau of Health<br>PO Box 509<br>York, PA 17405-0509 |                      |   | <b>Date</b>                               |  |   |   |
|--|----------------------|---|---|--|---|---|
|  |                      |   | <b>Current Billing Period</b>             |  |   |   |
| <b>SAP Vendor Number</b><br>138884-010   |                      |   | <b>Invoice Number</b>                     |  |   |   |
| <b>Telephone Number</b>  |                      |   | <b>SAP Document Number</b><br>4100082860  |  |   |   |
| <b>Category</b>  | <b>Budget Amount</b> | <b>Expenditures to Date for Prior Periods</b> | <b>Balance to Date from Prior Periods</b> | <b>Invoice Amount for Current Period</b> | <b>Cumulative Expenditures through Current Period</b> | <b>Action Amount (Tolerance Exceeded)<br/>(1)</b> |
| 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  |
| <b>Total</b>   | <b>0.00</b>          | <b>0.00</b>                                   | <b>0.00</b>                               | <b>0.00</b>                              | <b>0.00</b>   | <b>0.00</b>                                       |

\_\_\_\_\_  
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# 4100082860  
 January 1, 2019 to September 29, 2019

| CATEGORIES                | Original Budget  | Amendment<br>(If Applicable) | Total Budget     |
|---------------------------|------------------|------------------------------|------------------|
| I. PERSONNEL SERVICES     | 19,659.04        | -                            | 19,659.04        |
| II. CONSULTANT SERVICES   | -                | -                            | -                |
| III. SUBCONTRACT SERVICES | 22,500.00        | -                            | 22,500.00        |
| IV. PATIENT SERVICES      | -                | -                            | -                |
| V. EQUIPMENT              | -                | -                            | -                |
| VI. SUPPLIES              | 6,750.55         | -                            | 6,750.55         |
| VII. TRAVEL               | 325.00           | -                            | 325.00           |
| VIII. OTHER COSTS         | 5,165.41         | -                            | 5,165.41         |
| <b>TOTAL</b>              | <b>54,400.00</b> | <b>-</b>                     | <b>54,400.00</b> |

**Appendix C  
BUDGET SUMMARY**

**York City Bureau of Health  
SAP# 4100082860  
January 1, 2019 through June 30, 2019**

| <b>CATEGORIES</b>                | <b>Original Budget</b> | <b>Amendment<br/>Type &amp; Number</b> | <b>Total Budget</b> |
|----------------------------------|------------------------|--|---------------------|
| <b>I. PERSONNEL SERVICES</b>     | 15,832.49              | -                                      | 15,832.49           |
| <b>II. CONSULTANT SERVICES</b>   | -                      | -                                      | -                   |
| <b>III. SUBCONTRACT SERVICES</b> | 18,500.00              | -                                      | 18,500.00           |
| <b>IV. PATIENT SERVICES</b>      | -                      | -                                      | -                   |
| <b>V. EQUIPMENT</b>              | -                      | -                                      | -                   |
| <b>VI. SUPPLIES</b>              | 3,350.00               | -                                      | 3,350.00            |
| <b>VII. TRAVEL</b>               | 200.00                 | -                                      | 200.00              |
| <b>VIII. OTHER COSTS</b>         | 4,030.25               | -                                      | 4,030.25            |
| <b>TOTAL</b>                     | 41,912.74              | -                                      | 41,912.74           |





**Appendix C  
York City Bureau of Health  
SAP# 4100082860  
January 1, 2019 through June 30, 2019**

| Categories | Original Budget | Amendment<br>Type & Number | Total Budget |
|------------|-----------------|----------------------------|--------------|
|------------|-----------------|----------------------------|--------------|

**II. CONSULTANT SERVICES**

| Consultants | Hourly<br>Rate | Number<br>of Hours |              |   |
|-------------|----------------|--------------------|--------------|---|
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    |              | - |
|             |                |                    | <b>Total</b> | - |

**III. SUBCONTRACT SERVICES**

|  |           |   |              |
|--|-----------|---|--------------|
| Policy and ordinance development                               | 3,000.00  |   | 3,000.00     |
| Training   | 9,000.00  |   | 9,000.00     |
| Inspections  | 5,000.00  |   | 5,000.00     |
| Process & template development using electronic health records | 1,500.00  |   | 1,500.00     |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | -            |
|  |           |   | <b>Total</b> |
|  | 18,500.00 | - | 18,500.00    |



**Appendix C**  
**York City Bureau of Health**  
**SAP# 4100082860**  
**January 1, 2019 through June 30, 2019**

| Categories                  | Original Budget | Amendment<br>Type & Number | Total Budget |
|-----------------------------|-----------------|----------------------------|--------------|
| <b>IV. PATIENT SERVICES</b> |                 |                            |              |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
|                             |                 |                            | -            |
| <b>Total</b>                | -               | -                          | -            |

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

| <b>VI. SUPPLIES</b>   |          |   |          |
|-----------------------|----------|---|----------|
| Inspection supplies   | 1,500.00 |   | 1,500.00 |
| Educational materials | 1,850.00 |   | 1,850.00 |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
| <b>Total</b>          | 3,350.00 | - | 3,350.00 |

**Appendix C**  
**York City Bureau of Health**  
**SAP# 4100082860**  
**January 1, 2019 through June 30, 2019**

| Categories         | Original Budget | Amendment<br>Type & Number | Total Budget |
|--------------------|-----------------|----------------------------|--------------|
| <b>VII. TRAVEL</b> |                 |                            |              |
| Mileage            | 200.00          |                            | 200.00       |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
| <b>Total</b>       | 200.00          | -                          | 200.00       |

**VIII. OTHER COSTS**

|   |          |   |          |
|---|----------|---|----------|
| Office Expenses                         | 220.00   |   | 220.00   |
| Indirect Costs @ up to 10% of all costs | 3,810.25 |   | 3,810.25 |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
| <b>Total</b>                            | 4,030.25 | - | 4,030.25 |

|              |           |   |           |
|--------------|-----------|---|-----------|
| <b>TOTAL</b> | 41,912.74 | - | 41,912.74 |
|--------------|-----------|---|-----------|

**Appendix C  
BUDGET SUMMARY**

**York City Bureau of Health  
SAP# 4100082860  
July 1, 2019 through September 29, 2019**

| CATEGORIES                       | Original Budget | Amendment<br>Type & Number | Total Budget |
|----------------------------------|-----------------|----------------------------|--------------|
| <b>I. PERSONNEL SERVICES</b>     | 3,826.55        | -                          | 3,826.55     |
| <b>II. CONSULTANT SERVICES</b>   | -               | -                          | -            |
| <b>III. SUBCONTRACT SERVICES</b> | 4,000.00        | -                          | 4,000.00     |
| <b>IV. PATIENT SERVICES</b>      | -               | -                          | -            |
| <b>V. EQUIPMENT</b>              | -               | -                          | -            |
| <b>VI. SUPPLIES</b>              | 3,400.55        | -                          | 3,400.55     |
| <b>VII. TRAVEL</b>               | 125.00          | -                          | 125.00       |
| <b>VIII. OTHER COSTS</b>         | 1,135.16        | -                          | 1,135.16     |
| <b>TOTAL</b>                     | 12,487.26       | -                          | 12,487.26    |



**Appendix C**  
**York City Bureau of Health**  
**SAP# 4100082860**  
**July 1, 2019 through September 29, 2019**

| Categories | Original Budget | Amendment Type & Number | Total Budget |
|------------|-----------------|-------------------------|--------------|
|------------|-----------------|-------------------------|--------------|

|                             |          |        |          |
|-----------------------------|----------|--------|----------|
| B. Fringe Benefits          |          |        |          |
|                             | Salary   | Rate   |          |
| Community Health Specialist | 2,639.00 | 45.00% | 1,187.55 |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |
|                             | -        |        | -        |

Specify the benefits included in this rate:  
Insurance Allocations, workmen's compensation, FICA, pensions  
life insurance

|  |                  |                 |          |                 |
|--|------------------|-----------------|----------|-----------------|
|  | <b>Sub-Total</b> | 1,187.55        | -        | 1,187.55        |
|  | <b>Total</b>     | <b>3,826.55</b> | <b>-</b> | <b>3,826.55</b> |

Appendix C  
 York City Bureau of Health  
 SAP# 4100082860  
 July 1, 2019 through September 29, 2019

| Categories | Original Budget | Amendment Type & Number | Total Budget |
|------------|-----------------|-------------------------|--------------|
|------------|-----------------|-------------------------|--------------|

II. CONSULTANT SERVICES

| Consultants  | Hourly Rate | Number of Hours |   |   |   |
|--------------|-------------|-----------------|---|---|---|
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
|              |             |                 |   |   | - |
| <b>Total</b> |             |                 | - | - | - |

III. SUBCONTRACT SERVICES

|                                  |          |  |   |          |
|----------------------------------|----------|--|---|----------|
| Policy and ordinance development | 1,000.00 |  |   | 1,000.00 |
| Inspections                      | 2,000.00 |  |   | 2,000.00 |
| Training                         | 1,000.00 |  |   | 1,000.00 |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
|                                  |          |  |   | -        |
| <b>Total</b>                     | 4,000.00 |  | - | 4,000.00 |

**Appendix C**  
**York City Bureau of Health**  
**SAP# 4100082860**  
**July 1, 2019 through September 29, 2019**

| Categories                  | Original Budget | Amendment Type & Number | Total Budget |
|-----------------------------|-----------------|-------------------------|--------------|
| <b>IV. PATIENT SERVICES</b> |                 |                         |              |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
|                             |                 |                         | -            |
| <b>Total</b>                | -               | -                       | -            |

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

| <b>VI. SUPPLIES</b>   |          |   |          |
|-----------------------|----------|---|----------|
| Inspection supplies   | 1,600.55 |   | 1,600.55 |
| Educational materials | 1,800.00 |   | 1,800.00 |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
|                       |          |   | -        |
| <b>Total</b>          | 3,400.55 | - | 3,400.55 |

**Appendix C**  
**York City Bureau of Health**  
**SAP# 4100082860**  
**July 1, 2019 through September 29, 2019**

| Categories         | Original Budget | Amendment<br>Type & Number | Total Budget |
|--------------------|-----------------|----------------------------|--------------|
| <b>VII. TRAVEL</b> |                 |                            |              |
| Mileage            | 125.00          |                            | 125.00       |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
|                    |                 |                            | -            |
| <b>Total</b>       | 125.00          | -                          | 125.00       |

|   |          |   |          |
|---|----------|---|----------|
| <b>VIII. OTHER COSTS</b>                |          |   |          |
| Indirect Costs @ up to 10% of all costs | 1,135.16 |   | 1,135.16 |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
|   |          |   | -        |
| <b>Total</b>                            | 1,135.16 | - | 1,135.16 |

|              |           |   |           |
|--------------|-----------|---|-----------|
| <b>TOTAL</b> | 12,487.26 | - | 12,487.26 |
|--------------|-----------|---|-----------|



SAP# 4100082860

## Appendix D

**PROGRAM SPECIFIC PROVISIONS****I. CONFIDENTIALITY PROVISIONS**

The Grantee shall appropriately maintain the confidentiality of medical records and identifying information of individuals served by the Grantee under this Grant Agreement according to state and Federal requirements. The Grantee shall disclose such confidential information to the Department at the request of the Department. Any use or disclosure of records or identifying information of individuals served by the Grantee under this Grant Agreement for the purpose of research shall require the prior written approval of the Department. The Grantee shall immediately report to the Department any unauthorized use or disclosure of identifying information of individuals served by the Grantee under this Grant.

**II. 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. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall 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, in the provision of services under the Grant Agreement, subgrant Agreement, Contract or subcontract.
- D. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. The Grantee, any subgrantee, Contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing 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.

- F. 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.
- G. 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 is 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.
- H. 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.
- I. The Granter'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.
- J. 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.

### III. 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:

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 Contract or any subcontract, the Contractor each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of religion, age, handicap or national origin, 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, handicap or national origin.

- C. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of religion, age, 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.
- F. 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 Section III, Additional Provisions Relating To 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. MINIMUM PERSONAL COMPUTER HARDWARE, SOFTWARE, AND PERIPHERALS REQUIREMENTS**

The following language replaces the Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 4/12) Incorporated Document in its entirety:  
The Grantee agrees:

In accordance with the Department's Bureau of Informatics and Information Technology standards:

- A. The Contractor shall adhere to the minimum specifications for all personal Computer purchases or leases made with funds involved with this Contract. The Department's standards are specifically addressed in paragraph D below.
- B. If the Contractor has an exclusive vendor, obtained through a competitive bidding process, from whom all office equipment and related items are purchased, the Contractor shall utilize said vendor. If such exclusive vendor is not used by the Contractor, then three competitive price estimates shall be procured and documented by the Contractor before the personal computer hardware and software shall be purchased. A letter stating which of the above methods is used to satisfy this requirement shall be forwarded to the program staff at the Department within 30 days of the aforementioned purchase. This section supersedes Paragraph 37A of the incorporated document entitled, "Standard General Terms and Conditions" (Grant Agreement) or Paragraph 24A of the incorporated document entitled, "Additional Contract Terms and Conditions" (Contract Agreement).

- C. The Contractor shall be responsible for returning any personal computer hardware, software, and peripherals to the Department within 120 days of the Contract's termination. Should the parties agree to extend the Contract term, or enter into a new Contract, either of which shall only be evidenced by further written agreement, the Contractor may be allowed to continue to maintain possession of said equipment at the Department's discretion.
- D. The parties agree that during the Contract term, the minimum computer configurations shall be in accordance with the current Commonwealth minimum personal computer configurations in effect at the time of the computer purchase to ensure compatibility with the Commonwealth network. The minimum personal computer configurations are as follows:
- Intel Core i7-7700 Processor (8M Cache, up to 4.20 GHz)  
 8 Gigabytes (GB) of RAM  
 256 Gigabytes (GB) Solid State Drive  
 23" FP Monitor  
 Intel Gigabit LAN 10/100/1000 Network Interface Card (NIC)  
 USB Windows keyboard  
 USB Optical mouse  
 Sound bar  
 Windows 10  
 64-bit Operating System
- E. Contractor shall use Industry Best Practices to secure and protect personal computer systems including but not limited to the use of virus protection, firewall, spyware and intrusion detection software and keep such software up to date with current recommended updates.
- F. Contractor shall keep all Personal Computer Operating Systems and third (3<sup>rd</sup>) Party Personal Computer Software patched with manufacturer recommended critical security patches.
- G. Contractor shall use Industry Best Practices to backup, secure and protect all data collected on personal computer systems on behalf of the Commonwealth. Contractor shall ensure that for all confidential or protected data that the Commonwealth requirements for encryption of data are met. Refer to Commonwealth Information Technology Bulletins for Security at:

<https://itcentral.pa.gov/Pages/IT-Policies.aspx>

- H. Personal Computers under this contract that connect with Commonwealth Information Technology systems or that may during their lifecycles connect with those systems must comply with applicable standards published by the Commonwealth in their Information Technology Bulletins (ITBs) which can be found at the following location:

<https://itcentral.pa.gov/Pages/IT-Policies.aspx>

If there is a need to deviate from these standards/policies, Contractor seeking a waiver must contact the Project Officer.

