

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

Jenine Melo, Project Officer  
717-547-3244

Whitney Kerr, Alternate Project Officer  
717-547-3208

SAP# : 4100085927

**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 July 1, 2020 through June 30, 2021, 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: four 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 \$238,750.00.

## **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:

\$238,750.00, CFDA No. 93.991, DHHS/Centers for Disease Control and Prevention, PREVENTIVE HEALTH & HEALTH SERVICES BLOCK GRANT, FAIN No. NB01OT009295

## **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”, “CONTRACTOR”, “GRANT AGREEMENT”, AND “GRANTEE”**

The parties understand that the use of the terms “Contract” or “Grant Agreement” and “Contractor” or “Grantee” 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# 4100085927****Appendix A****WORK STATEMENT****I. Tasks and Timelines**

- A. The Provider shall decrease the obesity rate in York City by increasing access to healthy foods through the implementation of policy, systems and environmental changes supported by evidence-based educational and outreach activities through June 30, 2021.
- B. The Provider shall increase access to healthy foods through the implementation of the Healthy Corner Store Initiative (HCSI) through June 30, 2021. Provider shall:
  - 1. Partner with at least one identified corner store and provide technical assistance for store improvements utilizing the Sell Healthy Guide (Food Trust) through June 30, 2021.
  - 2. Implement at least one environmental change at each new partner store through June 30, 2021.
  - 3. Implement at least one policy or system change that aligns with the HCSI through June 30, 2021.
  - 4. Distribute a minimum of four Sell Healthy Guides through June 30, 2021.
  - 5. Host a minimum of four outreach or educational activities to promote the HCSI through June 30, 2021.
  - 6. Administer the HCSI evaluation tool (assess corner store inventory and built environment) through June 30, 2021.
  - 7. Increase the amount of healthy food options added to the identified corner stores inventory by adding three eligible items that meet the Sell Healthy Food Guide criteria by June 30, 2021.
  - 8. Measure community access to healthy foods and increase in consumption by implementing a minimum of one community survey through June 30, 2021.
- C. The Provider shall increase access to healthy foods through the advancement of farmers markets and mobile market initiatives through June 30, 2021. Provider shall:
  - 1. Assist in the review of current practices of at least one farmers market or mobile market, identify areas for improvement and implement policy, systems and environmental (PSE) strategies to increase the availability and consumption of healthy foods through June 30, 2021.
  - 2. Assist in promoting the Farmers' Market Nutrition Program through the Special Supplemental Nutrition Program for Women, Infants, and Children, Senior Farmers' Market Nutrition Program, and Supplemental Nutrition Assistance Programs in mobile market settings and increase utilization by three percent through June 30, 2021.
  - 3. , Host a minimum of two outreach or educational activities through subcontracted services with a community-based organization to promote farmers markets through June 30, 2021.
  - 4. Collaborate with two community partners and subcontract services to implement evidence-based nutrition education and incentive programs, such as Heart Smarts, in healthy food retail settings; through June 30, 2021.
  - 5. Participate in the York County Food Alliance to promote PSE healthy food access strategies and evidence-based nutrition education and incentive programs through June 30, 2021.
- D. The Provider shall increase access to healthy foods through the support and maintenance of community garden and urban agriculture initiatives through June 30, 2021. Provider shall:

1. Implement a minimum of one policy or systems change that supports community gardens and urban farm projects through June 30, 2021.
  2. Collaborate with a minimum of three key stakeholders in the community that shall aid in advancing and sustaining community gardens and urban farm initiatives through June 30, 2021.
  3. Collaborate with a community organization, increase the amount of food grown and distributed by three percent through June 30, 2021.
- E. The Provider shall decrease the obesity rate in York City by increasing safe physical activity and transportation and pedestrian safety through the implementation of policy, systems, and environmental changes supported by evidence-based education and awareness efforts through June 30, 2021.
- F. The Provider shall increase safe and accessible active transportation options through June 30, 2021. Provider shall:
1. Implement a minimum of three environmental changes that promote active transportation through June 30, 2021.
  2. Assist with the implementation of a minimum of three streetscape improvements and amenities that promote active transportation through June 30, 2021.
  3. Increase safe physical activity for pedestrians and bicyclists by subcontracting collaborative planning and evaluation activities through June 30, 2021.
  4. Participate in the City's Active Transportation Committee and Traffic Safety Committee to promote Complete Streets Policy, Safe Routes to School and Walk/Bicycle Friendly Community frameworks through June 30, 2021.
  5. Collaboratively prepare and submit the Walk Friendly Communities application and review recommendations to identify areas for improvement through June 30, 2021.
- G. The Provider shall increase safe physical activity through education and awareness-raising activities through June 30, 2021. Provider shall:
1. Provide technical assistance to a minimum of four organizations regarding worksite wellness programs and policies through June 30, 2021.
  2. Work with community partners to implement at least two educational or awareness-raising activities that promote walking or bicycling or both in community and worksite settings through June 30, 2021.
- H. The Provider shall reduce unintentional injuries and deaths associated with falls among adults 55 years and older in York City by providing evidence-based interventions that reduce the risk of falling through June 30, 2021.
- I. The Provider shall increase the implementation of A Matter of Balance (MOB) and other evidence-based falls prevention programming including the Stopping Elderly Accidents, Deaths, and Injuries (STEADI) toolkit through June 30, 2021. Provider shall:
1. Maintain a minimum of two MOB master trainers through June 30, 2021.
  2. , Maintain a minimum of 10 MOB coaches through subcontracted services through June 30, 2021.
  3. Provide at least one eight-hour coach training taught by master trainers through June 30, 2021.
  4. Utilize the MOB Coach Observation tool and process to observe and evaluate the certified MOB coaches a minimum of one time through June 30, 2021.
  5. Host a minimum of one training update meeting for MOB certified coaches through June 30, 2021.
  6. , Conduct a minimum of eight MOB programs through subcontracted services to reach a minimum of 80 adult participants who are 55 years and older through June 30, 2021.
  7. Distribute and collect MOB surveys, prescribed by the MOB program, following each training session, to measure participant benefits, and send the completed surveys and applicable results to the MOB evaluation provider through June 30, 2021.

8. Utilize the MOB online data collection system, Project Enhance, for reporting MOB surveys through June 30, 2021.
  9. Distribute 250 MOB home safety checklists through June 30, 2021.
  10. Disseminate the Centers for Disease Control and Prevention STEADI Toolkit to at least 10 health care providers through June 30, 2021.
  11. Distribute 250 Stay Independent Brochures prescribed by the STEADI toolkit to older adults in community settings through June 30, 2021.
  12. Participate in local injury coalitions including the Falls Free Coalition of York County through June 30, 2021.
- J. The Provider shall reduce the prevalence and impact of Adverse Childhood Experiences (ACEs) by establishing a task force and implementing policy, systems and environmental change strategies and evidence-based behavior change efforts through June 30, 2021. Provider shall:
1. Collaborate with community partners to support and implement PSE strategies and behavior change efforts to reduce ACEs and promote resilience through June 30, 2021.
  2. Educate community partners including healthcare providers, social service agencies, educational institutions, childcare centers and other stakeholders on the impact of ACEs, risk factors and protective factors that promote resilience through June 30, 2021.
  3. Identify and recruit a minimum of four partners for an ACEs Task Force through June 30, 2021.
  4. Identify local risk factors associated with ACEs and protective factors that promote resilience through June 30, 2021.
  5. Review and establish community level indicators by June 30, 2021.
  6. Identify existing resources and gaps and work towards developing a Community Action Plan based on best practice PSE strategies and evidence-based behavior change efforts by June 30, 2021.
- K. The Provider shall reduce crashes and fatalities in York City by increasing motor vehicle safety through education, outreach and implementation of an evidence-based motor vehicle safety program through June 30, 2021.
- L. The Provider shall promote evidence-based motor vehicle safety programs for older adults, such as CarFit and mature driver's education classes through June 30, 2021. Provider shall:
1. Assess gaps in program reach, challenges to program implementation and strategies for improvement through Dec. 31, 2020.
  2. Identify five new potential community settings for mature driver's education classes through Dec. 31, 2020.
  3. Implement at least four CarFit or mature driver's education classes or both to a minimum of 25 mature drivers in community settings through June 30, 2021.
  4. Provide four motor vehicle safety promotional activities for mature drivers through June 30, 2021.
- M. The Provider shall submit copies of the executed subcontracts to the Department before the Provider may submit invoices which include reimbursement for services provided by the subcontractors. The Department shall have no liability for reimbursement for any subcontracted service until the fully executed subcontract is submitted to the Department. Any amendments to subcontracts must also be submitted to the Department.
- N. Any publication issued by the Provider throughout the life of the Agreement using funding from this Agreement must acknowledge the Department as the granting agency and be approved in writing by the Department. The following statement must be included in any printed or electronic materials: "This project/program was funded (or funded in part) by the Pa. Department of Health's Preventive Health and Health Services Block Grant."



## II. Reporting Requirements

- A. The Provider shall submit an electronic written progress report of activities accomplished during each quarter, to the Department in a format to be determined by the Department. The report shall be submitted no later than 20 workdays following the end of each quarter (Sept. 30<sup>th</sup>, Dec. 31<sup>st</sup>, March 31<sup>st</sup> and June 30<sup>th</sup>). The report shall consist of a narrative report, a statistical summary, and copies of brochures, newspaper articles, evaluation reports, and other program related materials that were developed during the reporting period. The narrative in the quarterly report shall list and describe each objective to be accomplished during the quarter and report the activities that were completed during each month of the quarter. If the Provider has not completed the task as specified in the Agreement, the report shall indicate the actions the Provider shall take to accomplish the task in the upcoming month(s). The Department will provide the Provider with the statistical summary form to be used for this report.

The Provider shall submit quarterly progress reports to the Department according to the following timetable:

<u>Reporting Period Report</u>	<u>Due</u>
July 1, 2020 – Sep. 30, 2020	Oct. 30, 2020
Oct. 1, 2020 – Dec. 31, 2020	Jan. 29, 2021
Jan. 1, 2021 - March 31, 2021	April 30, 2021
April 1, 2021 - June 30, 2021	July 30, 2021

- B. The Provider shall submit a quarterly Block Grant Summary Report to the Department, in a format to be provided by the Department. The quarterly Block Grant Summary Report is due on the same due dates outlined for the quarterly reports. This quarterly Block Grant Summary report is a statistical summary report that includes deliverables accomplished during the quarter.
- C. The Provider shall submit an annual Block Grant Summary Report to the Department, in a format to be provided by the Department. The annual Block Grant Summary Report is due Dec. 15, 2020. This report shall include successes and barriers as well as a summary of deliverables accomplished.
- D. The Provider shall include a minimum of one success story for each quarterly reporting period of the Agreement that has resulted from interventions funded by the Agreement. A template will be provided by the Department.
- E. The Department will provide the Provider with the statistical summary form to be used for this report. The following stats shall be collected:
1. Baseline data for the following York County stats: obesity rate, crash and fatality rate, unintentional injury rate, falls rate for adults 55 and older, and child abuse substantiated reports;
  2. Statistical summaries from Project Enhance on the results of MOB classes; and
  3. Any other data that is collected for all tasks.

**SAP # 4100085927****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.

# INVOICE

67RISKRDDV

PO Box 69183

Harrisburg, PA 17106

<b>Payee Name and Address</b> York City Bureau of Health PO Box 509 York, PA 17405-0509	<b>Date</b>
	<b>Current Billing Period</b>

<b>SAP Vendor Number</b> 138884-002	<b>Invoice Number</b>
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<b>Telephone Number</b> 717-854-7724	<b>SAP Document Number</b> 4100085927
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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
<b>Total</b>	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  
4100085927  
(July 1, 2020 - June 30, 2023)**

<b>CATEGORIES</b>	<b>Original Budget</b>	<b>Amendment (If Applicable)</b>	<b>Total Budget</b>
<b>I. PERSONNEL SERVICES</b>	184,907.94	-	184,907.94
<b>II. CONSULTANT SERVICES</b>	-	-	-
<b>III. SUBCONTRACT SERVICES</b>	13,500.00	-	13,500.00
<b>IV. PATIENT SERVICES</b>	-	-	-
<b>V. EQUIPMENT</b>	-	-	-
<b>VI. SUPPLIES</b>	9,431.87	-	9,431.87
<b>VII. TRAVEL</b>	5,050.00	-	5,050.00
<b>VIII. OTHER COSTS</b>	25,860.19	-	25,860.19
<b>TOTAL</b>	<b>238,750.00</b>	<b>-</b>	<b>238,750.00</b>

**Appendix C  
BUDGET SUMMARY**

**York City Bureau of Health  
4100085927  
July 1, 2020 - June 30, 2021**

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
<b>I. PERSONNEL SERVICES</b>	184,907.94	-	184,907.94
<b>II. CONSULTANT SERVICES</b>	-	-	-
<b>III. SUBCONTRACT SERVICES</b>	13,500.00	-	13,500.00
<b>IV. PATIENT SERVICES</b>	-	-	-
<b>V. EQUIPMENT</b>	-	-	-
<b>VI. SUPPLIES</b>	9,431.87	-	9,431.87
<b>VII. TRAVEL</b>	5,050.00	-	5,050.00
<b>VIII. OTHER COSTS</b>	25,860.19	-	25,860.19
<b>TOTAL</b>	238,750.00	-	238,750.00

**Appendix C**  
**York City Bureau of Health**  
**4100085927**  
**July 1, 2020 - June 30, 2021**

Categories	Original Budget	Amendment Type & Number	Total Budget
<b>I. PERSONNEL SERVICES</b>			
A. Staff Personnel	<u>Hourly</u>	<u>Number</u>	
	<u>Rate</u>	<u>of Hours</u>	
Public Health Program Manager (7/01/20 - 12/31/20)	28.86	312.00	9,004.32
Public Health Program Manager (1/01/21 - 6/30/21)	29.58	312.00	9,228.96
Community Health Specialist (7/01/20 - 12/31/20)	22.24	1,040.00	23,129.60
Community Health Specialist (1/01/21 - 6/30/21)	22.80	1,040.00	23,712.00
Community Health Specialist (7/01/20 - 12/31/20)	21.33	1,040.00	22,183.20
Community Health Specialist (1/01/21 - 6/30/21)	21.86	1,040.00	22,734.40
Community Health Specialist (7/01/20 - 12/31/20)	20.81	416.00	8,656.96
Community Health Specialist (1/01/21 - 6/30/21)	21.33	416.00	8,873.28
			-
			-
			-
			-
			-
			-
			-
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			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
<b>Sub-Total</b>			127,522.72
	127,522.72	-	127,522.72





**Appendix C**  
**York City Bureau of Health**  
**4100085927**  
**July 1, 2020 - June 30, 2021**

Categories	Original Budget	Amendment Type & Number	Total Budget
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**II. CONSULTANT SERVICES**

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

**III. SUBCONTRACT SERVICES**

Access to Healthy Foods	5,000.00		5,000.00
Complete Streets/Bike, Ped, MV Safety	7,500.00		7,500.00
Falls Prevention	1,000.00		1,000.00
			-
			-
			-
			-
			-
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			-
			-
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			-
			-
			-
			-
			-
			-
			-
			-
			-
<b>Total</b>		13,500.00	13,500.00

Appendix C  
 York City Bureau of Health  
 4100085927  
 July 1, 2020 - June 30, 2021

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

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

<b>VI. SUPPLIES</b>			
Office Supplies	500.00		500.00
Educational & Program Supplies	8,931.87		8,931.87
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
<b>Total</b>	9,431.87	-	9,431.87

**Appendix C**  
**York City Bureau of Health**  
**4100085927**  
**July 1, 2020 - June 30, 2021**

Categories	Original Budget	Amendment Type & Number	Total Budget
<b>VII. TRAVEL</b>			
Mileage	1,500.00		1,500.00
Airfare	1,000.00		1,000.00
Lodging	1,600.00		1,600.00
Subsistence	500.00		500.00
Parking/Tolls	300.00		300.00
Ground Transportation	150.00		150.00
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
<b>Total</b>	<u>5,050.00</u>	<u>-</u>	<u>5,050.00</u>

<b>VIII. OTHER COSTS</b>			
Office Expenses	475.00		475.00
Rent	6,000.00		6,000.00
Conference Fees/Assoc Dues	1,500.00		1,500.00
Data collection - Project Enhance	200.00		200.00
Indirect Costs (8% of direct costs)	17,685.19		17,685.19
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
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			-
			-
			-
			-
			-
			-
			-
			-
			-
<b>Total</b>	<u>25,860.19</u>	<u>-</u>	<u>25,860.19</u>

<b>TOTAL</b>	<u>238,750.00</u>	<u>-</u>	<u>238,750.00</u>
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SAP# 4100085927

## Appendix D

**PROGRAM SPECIFIC PROVISIONS****I. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.**

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

The Provider 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 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.

- 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.

## **II. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT.**

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

The Provider 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, The Age Discrimination Act of 1975, applicable provisions of the Omnibus Reconciliation Act of 1981 and Pennsylvania Management Directive 215.16.

- 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 II, 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.

### **III. 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 Provider 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.

#### IV. STANDARDS

- A. The Provider shall follow applicable state and Federal regulations, guidelines and other standards relation to the provision of services:
1. Current Federal Office of Management and Budget (OMB) cost principles 2 CFR Part 200: <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>
  2. 45 CFR Part 75: <https://www.law.cornell.edu/cfr/text/45/part-75>.
  3. HHS Grants Policy and Regulations: <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>.
  4. Federal Funding Accountability and Transparency Act (FFATA): <https://www.fsrs.gov/>.
  5. Trafficking In Persons: Awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part



7104(g)). <https://www.govinfo.gov/content/pkg/USCODE-2000-title22/pdf/USCODE-2000-title22-chap78.pdf>.

## V. FUNDING LIMITATIONS

- A. Must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additionalrequirements/ar-32.html>. Though recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note:
1. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.
  2. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drugs.
  3. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**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

Adam Bingnear, Project Officer  
(717) 787-5681

Thomas McCleaf, Alternate Project Officer  
(717) 787-5681

SAP# : 4100085963

**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 July 1, 2020 through June 30, 2021, 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: four one-year terms.

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 0% 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 \$114,342.00.

## **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:

100% Federal dollars, CFDA No. 93.268, DHHS/Centers for Disease Control and Prevention, Immunizations and Vaccines for Children, FAIN No. NH23IP922634

## **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”, “CONTRACTOR”, “GRANT AGREEMENT”, AND “GRANTEE”**

The parties understand that the use of the terms “Contract” or “Grant Agreement” and “Contractor” or “Grantee” 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 # 4100085963****Appendix A****WORK STATEMENT****I. Tasks**

- A. The Provider shall dedicate two fully trained staff members to provide services for a comprehensive Immunization Program with the focus on the elimination or control of vaccine-preventable diseases. One staff member shall be designated as the primary service provider and one shall be designated as a backup service provider. The Provider shall develop an immunization public health staff transition plan for the Department's review and written approval. The immunization public health staff transition plan shall identify the steps the Provider shall take to cover vacant public health staff positions until replacements can be hired and trained. The Provider shall be enrolled in and in good standing with the Vaccines for Children Program (VFC). The Department will provide all Advisory Committee on Immunization Practices (ACIP) recommended vaccines to the Provider for infants, children, adolescents and adults if the Provider is enrolled in and in good standing with the VFC.
1. The Provider shall improve the immunization coverage level for all age groups across the life-span by administering all recommended immunizations by the ACIP and set forth in the prevailing Centers for Disease Control and Prevention (CDC) recommended immunization schedules by providing the following immunization services:
    - a. Provide outreach to 100% of the birthing facilities in the Provider's jurisdiction by promoting the Department's hospital-based Tot Trax Program and deliver education materials to new mothers during the period of this Agreement.
    - b. Schedule monthly or weekly off site and walk-in immunization clinics during times and places easily accessible to working parents and children from minority, culturally significant and disparate areas.
    - c. Establish extended clinic hours during evenings and weekends, not less than once per month, to accommodate the infant and childhood population for influenza immunizations during the influenza immunization season.
    - d. Complete a minimum of one outreach activity, to the local community, pre-approved by the Department to increase public awareness of infant immunizations during the annual National Infant Immunization Week (NIIW).
    - e. Complete a minimum of one outreach activity, pre-approved by the Department, to increase public awareness of immunizations during the annual National Immunization Awareness Month (NIAM).
    - f. Complete a minimum of one outreach activity, pre-approved by the Department, to increase public awareness of influenza vaccinations during the annual National Influenza Vaccination Week (NIVW).

- g. Enter and maintain all childhood immunization histories in the Pennsylvania Statewide Immunization Information System (PA-SIIS) in accordance with PA-SIIS protocols which are incorporated herein by reference. Protocol requires that immunization data shall be entered into PA-SIIS within two business days of patient encounters so that data integrity can be assured. The Provider shall acknowledge being familiar with and having copies of the PA-SIIS Protocols.
  - h. Screen each child visiting a childhood immunization clinic for the Pennsylvania VFC and Section 317 (42 U.S.C.A. § 247b) vaccine eligibility and document the outcomes during the period of this Agreement.
  - i. Perform all types of provider site visits, audits, education visits, presentations, analysis and investigation as set forth in the current version of the PA VFC Provider Handbook, the CDC VFC Operations Guide, Healthy People (HP) ([www.healthypeople.gov](http://www.healthypeople.gov)), and CDC Secure Access Management Service (SAMS) ([www.sams.cdc.gov](http://www.sams.cdc.gov)).
  - j. Provide vaccine information to the regional Women, Infant and Children (WIC) Programs; Head Start and any other local agencies providing services to children during the period of this Agreement.
  - k. Conduct all assigned School Immunization Law Report (SILR) site visits during the period of this Agreement to comply with the requirements in the CDC Immunization Cooperative Agreement.
  - l. Conduct all assigned Child Care Group Setting (CCGS) site visits using the Comprehensive Clinic Assessment Software Application (CoCASA) as an approved assessment tool during the period of this Agreement.
  - m. Conduct all assigned Amish/Mennonite school site visits during the period of this Agreement to comply with the requirements in the CDC Immunization Cooperative Agreement.
  - n. Conduct all assigned compliance site visits, unscheduled Storage and Handling (S&H) visits and Immunization Quality Improvement for Providers visits by the deadlines established in the CDC VFC Operations Guide and other CDC issued guidance.
2. The Provider shall improve immunization coverage levels for all vaccines recommended by ACIP in the adolescent population by providing the following immunization services:
- a. Schedule monthly or weekly walk-in immunization clinics at times after school that are accessible for adolescent visits. These clinics shall provide age-appropriate vaccines recommended by ACIP.
  - b. Screen each adolescent visiting an adolescent immunization clinic for VFC and Section 317 (42 U.S.C.A. § 247b) vaccine eligibility during the period of this Agreement.
  - c. Promote adolescent immunizations by providing immunization educational materials to all local schools during the school year.



- d. Complete at least one outreach activity, approved by the Department, to increase public awareness of adolescent immunizations during the period of this Agreement.
  - e. Complete a minimum of one outreach activity, approved by the Department, to increase public awareness of adolescent immunizations during the annual NIAM.
  - f. Complete a minimum of one outreach activity, approved by the Department, to increase public awareness of adolescent influenza vaccinations during the annual NIVW.
3. The Provider shall provide the following comprehensive immunization services for adults:
- a. Schedule routine monthly or weekly and walk-in immunization clinics to accommodate the adult population and administer all ACIP recommended vaccines during the period of this Agreement.
  - b. Establish extended clinic hours during evenings and weekends to accommodate the adult population for influenza immunizations during the influenza immunization season.
  - c. Provide adult immunization outreach awareness activities to private providers, managed care organizations and community - based organizations to enhance adult influenza and pneumococcal outreach immunization activities as needed during the influenza immunization season.
  - d. Complete a minimum of one outreach activity, approved by the Department, to increase public awareness of adult immunizations during the period of this Agreement.
  - e. Complete a minimum of one outreach activity, approved by the Department, to increase public awareness of adult influenza vaccinations during the annual NIVW.
4. The Provider shall reduce or eliminate indigenous cases of Vaccine Preventable Diseases (VPD) as set forth in the current HP immunization objectives. The Provider shall acknowledge having a copy of the current HP immunization objectives.
- a. The Provider shall conduct active and passive morbidity reporting for VPD's from all local physicians, hospitals, schools, colleges, day care centers, and other facilities housing persons at risk for VPD's by utilizing the Pennsylvania version of the National Electronic Disease Surveillance System (PA-NEDSS) or a disease surveillance system designated by the Department during the period of this Agreement and as required by law and regulation.
  - b. The Provider shall participate in all outbreaks of VPD's by performing case identification, investigation, and follow-up. The Provider shall work with the Department and collaborate with outside agencies including, but not limited to, the CDC, as needed for collecting, compiling and completing information during disease outbreak activities.
  - c. The Provider shall receive, evaluate and investigate all cases of VPD's within 24 hours of receipt of report. The Provider shall notify the Department of all VPD cases as outlined in the VPD

Follow-Up Protocol. These protocols and any updates are incorporated herein by reference. The Provider shall acknowledge having copies of the VPD Follow-Up Protocol which is subject to periodic revision by the Department.

- d. All Provider staff shall have appropriate training for the current VPD Follow-Up Protocol prior to conducting VPD follow-up.
  - e. All Provider staff shall be trained regarding the requirement to enter all completed case reports into PA-NEDSS or a disease surveillance system designated by the Department within 10 business days of the VPD report.
  - f. The Provider shall complete and enter into PA-NEDSS or a disease surveillance system designated by the Department all VPD Case Reports and Case Investigations in accordance with Department protocols. These surveillance system protocols and VPD protocols are incorporated by reference herein. The Provider shall acknowledge being familiar with and having copies of all the surveillance system protocols and VPD Follow-Up protocols.
5. The Provider shall report to the Vaccine Adverse Events Reporting System (VAERS) in accordance with established guidelines for 100% of suspected adverse events for vaccines administered by the Provider. The Provider shall acknowledge being familiar with and having copies of the VAERS Program Reporting Guidelines (<https://vaers.hhs.gov/reportevent.html>) and the VAERS form for each vaccine it administers. The VAERS Program Reporting Guidelines and the VAERS forms are incorporated herein by reference.
- a. The Provider shall initiate investigations of all suspected vaccine associated adverse events by contacting the client and health care provider within one business day of receipt of the report.
  - b. The Provider shall maintain, monitor, review and submit all VAERS forms and reports in accordance with the VAERS Program Reporting Guidelines.
6. The Provider shall maintain a vaccine accountability system that assures vaccines are administered, stored and handled appropriately for optimal vaccine safety and protection against fraud and abuse.
- a. All Provider staff shall be trained in the implementation of sound vaccine management practices in accordance with the Department VFC protocols for vaccine ordering, receiving, storage, handling, shipping, tracking, disposal and reporting loss and wastage (VFC Protocols) when hired and as information is updated. These VFC Protocols are available for viewing on the Pennsylvania Department of Health VFC website. The VFC Protocols are incorporated herein by reference, and the Provider shall acknowledge being familiar with, and having access to, those Protocols.
  - b. The Provider shall maintain security equipment and upgrade as needed to monitor vaccine storage and to assure vaccine safety on an ongoing basis.
  - c. The Provider shall maintain a temperature sensitive alarm system on the main vaccine cold storage facility for the purposes of quality control and protection of vaccines to avoid vaccine and financial losses on an ongoing basis.

- d. The Provider shall rotate vaccine within the vaccine storage unit in accordance with section four of the VFC Handbook in order to use vaccine that will expire within 90 days of the PA-SIIS 90 day automatic notification of expiration. This will assure that annual vaccine wastage is 3% or less. The VFC Handbook is incorporated herein by reference. The Provider shall acknowledge being familiar with and having copies of the VFC Handbook.
7. The Provider shall maintain follow up for 100% of all identified infants born to Hepatitis B Surface Antigen positive females and their contacts in accordance with the Department hepatitis B protocols (Hepatitis B Protocols), which are incorporated herein by reference. The Provider shall acknowledge being familiar with and having a copy of the Hepatitis B Protocols.
  - a. All staff assigned to hepatitis B programs shall be trained regarding current hepatitis and perinatal hepatitis B protocols when hired and as information is updated.
  - b. Appropriate protocol follow-up shall be conducted within timeframes prescribed by the Department in "Prevention of Perinatal Hepatitis B Infection and Management of Pregnant Women Guidelines for Medical Care Providers Revised February 2018" and any updates thereto. This document and updates are incorporated herein by reference. The Provider shall acknowledge being familiar with, and having access to, this document.
8. The Provider shall identify geographic Pockets of Need (PON) within the Provider's jurisdiction and implement strategies to improve the immunization coverage rates for all age groups.
  - a. The Provider shall implement strategies during the period of this Agreement that shall be approved by the Department and shall include methods to promote all recommended immunizations. The Provider shall collaborate with the Pennsylvania Immunization Coalition (PAIC) and local immunization coalitions on these strategies to reach children in identified PONs with a predicted immunization coverage rate of less than 80% as determined by the Provider or from data provided by PA-SIIS.
  - b. The Provider shall utilize data from PA-SIIS annually identifying geographic PONs for adult influenza vaccination and implement an education initiative during the period of this Agreement in collaboration with the local Area Agency on Aging (AAA) to promote influenza vaccinations and identify locations where the vaccine is offered to improve immunization coverage rates. The Provider shall submit any education initiative to the Department in writing for the Department's review and written approval prior to implementing the initiative.
9. The Provider, through a subcontractor, shall promote and maintain a local immunization coalition which convenes at least quarterly meetings and includes working committees that meet monthly to plan and conduct specific immunization outreach activities. The Provider shall perform the following activities:
  - a. Serve as an advisor to the local coalition and participate in the PAIC on an ongoing basis.

- b. Promote the idea that local coalition membership should be comprised of a majority of community-based organizations and businesses including representation from minority and disparate populations with the officers elected from within their ranks on an ongoing basis.
  - c. Promote the focus of the coalition to be mainly on the mobilization of immunization activities by the coalition membership through the resources and volunteers they provide to enhance the efforts of the Provider's Immunization Program on an ongoing basis.
  - d. Provide financial support of not less than 2% of the total amount of this Agreement to the local coalition to aid in the effort to increase immunization rates and educate the public about immunization related issues during the period of this Agreement.
  - e. Inform the Department of scheduled coalition meetings and events at least 30 business days prior to meetings and events, and provide copies of meeting minutes, activities conducted, and all literature generated by the coalition within 30 business days of the date of the meeting or event.
  - f. Require that the Public Health Nurse (1), funded by this Agreement attend the annual Pennsylvania Immunization Conference (PIC) including the PAIC pre-conference meeting and the Division of Immunizations post-conference meeting.
10. The Provider shall maintain linkage to the PA-SIIS annually, marketing immunizations and PA-SIIS to all Federally Qualified Health Centers (FQHC), Rural Health Clinics (RHC) and private providers within the Provider jurisdiction, and enroll a FQHC, RHC and private provider in PA-SIIS during the period of this Agreement. The Provider shall perform the following activities:
- a. Maintain compliance with PA-SIIS protocol on an ongoing basis. The Provider shall acknowledge having copies of the PA-SIIS protocol, which is incorporated herein by reference. The Provider shall acknowledge being familiar with, and having access to, this document.
  - b. Conduct annual immunization education and outreach mass mailings, pre-approved by The Department, to all FQHC, RHC and private providers within the Provider's jurisdiction including, but not limited to, immunization promotional and educational materials and PA-SIIS information with a referral form for those who desire to enroll in PA-SIIS to be returned to the Provider. The Provider shall contact the Department's PA-SIIS staff to initiate a site visit to the designated FQHC, RHC or private providers and participate in their linkage to PA-SIIS.
  - c. Oversee that one FQHC, one RHC and two private providers that have adopted an Office of National Coordinator (ONC) certified Electronic Health Record System as required by stage one meaningful use on immunization reporting to public health are enrolled in PA-SIIS during the period of this Agreement.
  - d. Maintain reminder/recall system at all clinic sites and convert to the PA-SIIS reminder/recall system when it becomes available for tracking and follow-up of immunizations for infants and preschool children.

- e. Utilize reminder/recall systems in all clinics to track clients who are delinquent with immunizations, including minority and disparate populations, and to motivate parents to maintain compliance with the recommended vaccine schedule as needed.
11. The Provider shall provide comprehensive immunization education and outreach services for populations of all ages including minority and disparate populations. The Provider shall:
    - a. Assure that the official Pennsylvania Immunization Card is provided to all clients receiving immunizations at all clinic sites, inform clients of the need to bring the immunization record to all clinic visits, stress the importance of retaining an immunization record for a lifetime and include this card with all mass mailings of immunization literature for the purpose of educating the public and private sectors.
    - b. Promote Department immunization outreach materials and initiatives to 100% of clients and providers.
    - c. Provide language specific, culturally sensitive and ethnicity appropriate outreach materials to minority and disparate populations as needed.
    - d. Develop and implement local outreach and educational activities. The Provider shall obtain written preapproval from the Department, in accordance with Paragraph 21 of the Standard General Terms and Conditions (Rev. 2/15).
    - e. Incorporate national outreach campaigns and Department activities with a minimum of one local outreach awareness immunization activity for each of the following events: NIIW; Hepatitis Awareness Month; NIAM; and NIVW. The Provider shall obtain written preapproval from the Department prior to carrying out the outreach activity.
    - f. Provide a minimum of one immunization outreach awareness activity to schools annually and promote immunization activities initiated by the Department to schools as requested. The Provider shall obtain written preapproval from the Department prior to carrying out any outreach activity.
    - g. Use of the Department logo in conjunction with any outreach activity shall be carried out at all times in accordance with Paragraph 21 of the Standard General Terms and Conditions (Rev. 2/15).
  12. The Provider shall have at least one professional immunization staff person participate in the annual Department sponsored PIC at which attendees receive immunization program updates and where discussions are held on various immunization initiatives and issues and any other immunization conferences, meetings and training sessions sanctioned by the Department that are scheduled periodically to receive information concerning newly developed vaccines and current immunization initiatives and issues.

## II. Timelines

- A. The Provider shall submit their immunization public health staff transition plan to the Department for review and written approval within 60 days of the start date of this Agreement.
- B. Unless otherwise specified, all tasks shall be performed and completed during the period of this Agreement (July 1, 2020 through June 30, 2021).
- C. The tasks set forth in Section (I)(A)(1)(c) and (I)(A)(3)(b), and (c) shall be performed and completed during each influenza immunization season of October through April that occurs during the period of this Agreement.
- D. The tasks set forth in Section (I)(A)(1)(d) and the specific tasks relating to NIIW set forth in Section (I)(A)(11)(e) of this Agreement shall be performed and completed during NIIW in April 2021.
- E. The tasks set forth in Section (I)(A)(1)(e) and (I)(A)(2)(e) and the specific tasks relating to NIAM set forth in (I)(A)(11)(e) of this Agreement shall be performed and completed during NIAM in August 2020.
- F. The tasks set forth in Section (I)(A)(1)(f), (I)(A)(2)(f) and (I)(A)(3)(e) and the specific tasks relating to NIVW set forth in Section (I)(A)(11)(e) of this Agreement shall be performed and completed during NIVW in December 2020.
- G. The tasks set forth in Section (I)(A)(11)(e) of this Agreement shall be performed and completed during Hepatitis Awareness Month in May 2021.

## III. Reporting Requirements

- A. The Provider shall complete and submit, monthly activity reports which list all Grant required activities completed in each month, this will include but are not limited to reporting the number of extended clinic hours and the count of patients seen during those hours, throughout the period of this Agreement.
- B. The Provider shall, within 48 hours of a completed visit, submit verification, in the form of a clinic employee signed document, provided by the Department, that, child care center visits, non-medical reviews for school data visits and any other visits, assigned by the Department not currently reported via SAMS, have been conducted.
- C. The Provider shall complete and submit a six-month progress report by Jan. 31, 2021. The Immunization Annual Highlights Report (AHR) shall be submitted to the Department by July 31, 2021 or as requested by the Department for the previous Grant year.
- D. The Provider shall submit all reports via email. The Provider shall acknowledge having copies of the AHR, which is subject to revision by the Department. The documents and revisions to the same are incorporated herein by reference.
- E. The Provider shall provide other routine reports related to program activities to the Department as requested and within timeframes requested.

## IV. Evaluation Components

- A. The Provider shall improve the immunization coverage rate for children during the period of this Agreement to a minimum level of 90% or higher.
- B. The Provider shall improve the immunization coverage rate for adolescents during the period of this Agreement and maintain at 90%.

- C. The Provider shall minimally achieve outreach education for influenza, shingles, and pneumococcal vaccines for 80% of the adult population 65 years of age and older with the ultimate goal of meeting the 90% objectives set by HP.
- D. The Provider shall complete investigations for 100% of all VAERS suspected cases reported in accordance with Department approved guidelines.
- E. The Provider shall assure Immunization Clinics and vaccine safety protocols follow the Department Vaccine Accountability System guidelines as verified by the Department Quality Assurance staff during site visits.
- F. The Provider shall conduct appropriate protocol follow up for 100% of all identified infants born to Hepatitis B Surface Antigen positive females and their contacts.
- G. The Provider shall improve the immunization coverage rates in identified PONs for children and adults during the period of this Agreement and maintain at 80% or higher when that level is attained.
- H. The Provider shall promote an active coalition working toward improving immunization coverage levels across the lifespan by providing education and outreach activities that support and enhance the Providers Immunization Program.
- I. The Provider shall maintain linkage to PA-SIIS and successfully enroll one FQHC, one RHC and two private providers in PA-SIIS as required by stage one meaningful use for public health reporting of immunization data.
- J. The Provider shall assure populations are targeted, outreach activities conducted, and type and volume of educational materials distributed as provided to the Department in the AHR.

**SAP # 4100085963**

**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.

# INVOICE

67IMMUNIZE

PO Box 69183

Harrisburg, PA 17106

<b>Payee Name and Address</b> York City Bureau of Health PO Box 509 York, PA 17405-0509	<b>Date</b>
	<b>Current Billing Period</b>

<b>SAP Vendor Number</b> 138884-010	<b>Invoice Number</b>
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<b>Telephone Number</b> (717) 854-7724	<b>SAP Document Number</b> 4100085963
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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) <sup>(1)</sup>
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>	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

4100085963

07/01/2020-06/30/2021

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	97,026.23	-	97,026.23
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	2,286.84	-	2,286.84
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	1,681.36	-	1,681.36
VII. TRAVEL	250.00	-	250.00
VIII. OTHER COSTS	13,097.57	-	13,097.57
<b>TOTAL</b>	114,342.00	-	114,342.00

**Appendix C  
BUDGET SUMMARY**

**York City Bureau of Health  
4100085963  
07/01/2020-06/30/2021**

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
<b>I. PERSONNEL SERVICES</b>	97,026.23	-	97,026.23
<b>II. CONSULTANT SERVICES</b>	-	-	-
<b>III. SUBCONTRACT SERVICES</b>	2,286.84	-	2,286.84
<b>IV. PATIENT SERVICES</b>	-	-	-
<b>V. EQUIPMENT</b>	-	-	-
<b>VI. SUPPLIES</b>	1,681.36	-	1,681.36
<b>VII. TRAVEL</b>	250.00	-	250.00
<b>VIII. OTHER COSTS</b>	13,097.57	-	13,097.57
<b>TOTAL</b>	114,342.00	-	114,342.00

**Appendix C**  
**York City Bureau of Health**  
**4100085963**  
**07/01/2020-06/30/2021**

Categories	Original Budget	Amendment Type & Number	Total Budget
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**I. PERSONNEL SERVICES**

A. Staff Personnel	Hourly	Number	Original Budget	Amendment Type & Number	Total Budget
	Rate	of Hours			
7/1/2020 - 12/31/2020					-
Community Health Nurse	28.25	624.00	17,628.00		17,628.00
Public Health Clinic Assistant	16.47	936.00	15,415.92		15,415.92
1/1/2021 - 6/30/2021					-
Community Health Nurse	28.96	624.00	18,071.04		18,071.04
Public Health Clinic Assistant	16.88	936.00	15,799.68		15,799.68
					-
					-
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					-
Sub-Total			66,914.64	-	66,914.64

**Appendix C**  
**York City Bureau of Health**  
**4100085963**  
**07/01/2020-06/30/2021**

Categories	Original Budget	Amendment Type & Number	Total Budget
B. Fringe Benefits			
	Salary	Rate	
7/1/2020 - 12/31/2020			
	-		-
Community Health Nurse	17,628.00	45.00%	7,932.60
Public Health Clinic Assistant	15,415.92	45.00%	6,937.16
	-		-
1/1/2021 - 6/30/2021			
	-		-
Community Health Nurse	18,071.04	45.00%	8,131.97
Public Health Clinic Assistant	15,799.68	45.00%	7,109.86
	-		-
	-		-
	-		-
	-		-
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	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-

Specify the benefits included in this rate:  
 FICA, Insurance Allocations (health, life, vision, dental insurance,  
 workman's compensation, pension and liability)

Sub-Total	30,111.59	-	30,111.59
<b>Total</b>	<b>97,026.23</b>	<b>-</b>	<b>97,026.23</b>

Appendix C  
 York City Bureau of Health  
 4100085963  
 07/01/2020-06/30/2021

Categories	Original Budget	Amendment Type & Number	Total Budget
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**II. CONSULTANT SERVICES**

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

**III. SUBCONTRACT SERVICES**

Regional and Community Immunization Education, Outreach and Promotion	2,286.84				2,286.84
					-
					-
					-
					-
					-
					-
					-
					-
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					-
					-
					-
					-
					-
					-
					-
					-
<b>Total</b>	2,286.84		-		2,286.84



Appendix C  
 York City Bureau of Health  
 4100085963  
 07/01/2020-06/30/2021

Categories	Original Budget	Amendment Type & Number	Total Budget
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**IV. PATIENT SERVICES**

			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
<b>Total</b>	-	-	-

**V. EQUIPMENT**

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

**VI. SUPPLIES**

Office supplies	181.36			181.36
Clinical/medical supplies	1,500.00			1,500.00
				-
				-
				-
				-
				-
				-
				-
				-
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				-
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				-
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				-
				-
				-
				-
			<b>Total</b>	1,681.36

**Appendix C**  
**York City Bureau of Health**  
**4100085963**  
**07/01/2020-06/30/2021**

Categories	Original Budget	Amendment Type & Number	Total Budget
<b>VII. TRAVEL</b>			
Mileage	250.00		250.00
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
<b>Total</b>	<u>250.00</u>	-	<u>250.00</u>
<b>VIII. OTHER COSTS</b>			
Office expenses (copier, printing, etc.)	218.95		218.95
Rental space for immunization program activities	4,800.00		4,800.00
Computer maintenance/licensing warranties/insurance	1,000.00		1,000.00
Conference fees	100.00		100.00
Nurse Liability	6,978.62		6,978.62
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
<b>Total</b>	<u>13,097.57</u>	-	<u>13,097.57</u>
<b>TOTAL</b>	<u>114,342.00</u>	-	<u>114,342.00</u>

SAP# 4100085963

## Appendix D

**PROGRAM SPECIFIC PROVISIONS****I. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.**

The following language replaces Paragraph 35 of the Standard General Terms and Conditions (Rev. 2/15) Incorporated Document 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 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.

- 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.

## **II. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT.**

The following language replaces Paragraph 36 of the Standard General Terms and Conditions (Rev. 2/15) Incorporated Document 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, The

Age Discrimination Act of 1975, applicable provisions of the Omnibus Reconciliation Act of 1981 and Pennsylvania Management Directive 215.16.

- 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 II, 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.

### **III. 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.

**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

**Raegan Camuso, Project Officer**  
**(717) 736-7296**

**Nathan Huyett, Alternate Project Officer**  
**(717) 736-7292**

**SAP# : 4100086053**

**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 July 1, 2020 through June 30, 2021, 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: four one-year terms.

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 20% of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in the scope of work of the original Agreement in the renewal; or
  - c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original 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 \$181,923.00.

## **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:

100% Federal dollars, CFDA No. 93.069, DHHS/Centers for Disease Control and Prevention, Public Health Emergency Preparedness Cooperative Agreement, FAIN No. NU90TP921917

## **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”, “CONTRACTOR”, “GRANT AGREEMENT”, AND “GRANTEE”**

The parties understand that the use of the terms “Contract” or “Grant Agreement” and “Contractor” or “Grantee” 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# 4100086053****Appendix A****WORK STATEMENT****I. Tasks and Timelines****A. Strengthen Community Resilience**

1. The Provider shall work in partnership with the jurisdictional Health Care Coalition (HCC) to coordinate activities and engagement when possible, by maintaining active membership as defined by jurisdictional HCC bylaws, and participation in joint trainings and exercises, throughout the term of the Agreement. Documentation verifying such partnership shall be submitted to the Department when requested and made available for review during site visits.
2. The Provider shall maintain a current all-hazards public health emergency preparedness and response plan, which shall be submitted to the Department when requested and made available for review during site visits. This task shall be completed throughout the term of the Agreement.
3. The Provider shall engage and integrate emergency preparedness and response coordination with designated agencies in their jurisdiction such as:
  - a. Educational agencies and lead childcare agencies;
  - b. Area Agency on Aging, or an equivalent office in addressing the public health emergency preparedness, response, and recovery needs of older adults;
  - c. Identified community partners with established relationships with diverse at-risk populations, such as social service organizations and Federally Qualified Health Centers, and use demographic tools such as the Social Vulnerability Index (<https://svi.cdc.gov/>) and the U.S. Census/American Community Survey (<https://www.census.gov/programs-surveys/acs/>) to better anticipate the potential access and functional needs of at-risk and vulnerable populations;
  - d. Behavioral health agencies;
  - e. Emergency Management Agencies (EMA); and
  - f. Emergency Medical Services (EMS).

This task shall be completed throughout the term of the Agreement. Documentation verifying coordination with such agencies shall be submitted to the Department when requested and made available for review during site visits.

4. The Provider shall develop response plans for chemical, biological, radiological, nuclear, and explosive threats whether naturally occurring, unintentional, or deliberate. The response plans shall be submitted to the Department when requested and made available for review during site visits. This task shall be completed throughout the term of the Agreement.
5. The Provider shall collaborate with the York Adams Metropolitan Medical Response System (YAMMRS) and the Keystone Healthcare Coalition (KHCC) to support prevention, preparation, mitigation, response and recovery activities and participate in multidisciplinary exercises and trainings. This task shall be completed throughout the term of the Agreement.

6. The Provider shall provide training, education and support activities to identified community groups and organizations to prepare for extreme weather and other moderate-to-high likelihood public health emergency scenarios. This task shall be completed throughout the term of the Agreement.
7. The Provider shall conduct emergency preparedness education opportunities in school and community settings. This task shall be completed throughout the term of the Agreement.
8. The Provider shall coordinate and develop exercises and trainings that engage key community-based organizations and community leaders as applicable. This task shall be completed throughout the term of the Agreement.

#### B. Strengthen Incident Management

1. The Provider shall develop and establish a standardized incident command structure that is consistent with the National Incident Management System (NIMS) and use the National Response Framework (NRF) to guide emergency operation planning. The Provider shall use incident command structure to implement elements of the NRF in scalable and flexible ways. The Provider shall provide evidence that employees designated as incident command and support personnel demonstrate progress toward attainment of minimum NIMS course completion as defined by the Federal Emergency Management Agency and the Department. The Provider shall develop and implement a course completion tracking mechanism that is able to be submitted to the Department when requested and made available for review during site visits. This task shall be completed throughout the term of the Agreement.
2. The Provider shall coordinate emergency operations with appropriate staff to address all potential hazards. The Provider shall have operational plans and annexes that address resource management, communications and information management, emergency public warning and information, medical surge and non-pharmaceutical interventions, and first responder and volunteer management. The Provider shall respond to requests for assistance and support made by local emergency management organizations and state government during public health related incidents throughout the term of the Agreement. The Provider shall document all support activities in the Department-provided situational awareness software.
3. The Provider shall evaluate the ability of staff to respond effectively, efficiently and according to policy in the case of scenarios or events based on identified vulnerabilities. This task shall be completed by June 30, 2021.
4. The Provider shall conduct staff assessments to determine knowledge and capabilities and establish trainings to address identified gaps. This task shall be completed throughout the term of the Agreement. Documentation of the trainings shall be included on the training and exercise plan as stated in section G.1.

#### C. Strengthen Information Management

1. The Provider shall use the situational awareness software provided by the Department to coordinate response efforts and information sharing among relevant stakeholders during designated exercises, major incidents, or mass casualty events. This task shall be completed throughout the term of the Agreement.
2. The Provider shall sustain or enhance public health informatics to increase interoperability and functionality by:

- a. Registering, at a minimum, two staff members on the Pennsylvania Health Alert Network (PA HAN) by Aug. 31, 2020, and maintaining at least two staff members on the PA HAN throughout the term of the Agreement; and
  - b. Participating in, at a minimum, four Department initiated interoperable communication radio system drills, at least one drill per quarter. Dates will be determined by the Department. This task shall be completed throughout the term of the Agreement.
3. The Provider shall work with its jurisdictional HCC and its community's Joint Information Center to maintain a plan that contains accurate, consistent, linguistically and culturally appropriate information, and disseminated to the community using one voice during an emergency. The plan shall address:
    - a. Redundant equipment;
    - b. Appropriately trained public information officers and other personnel;
    - c. Procedures for media notification;
    - d. Message development; and
    - e. A process describing how the public can acquire up-to-date information on incidents.

This task shall be completed throughout the term of the Agreement.

4. The Provider shall perform periodic call-down drills to measure readiness and response of pre-identified public health staff and key City staff during a "no-notice" emergency activation. This task shall be completed throughout the term of the Agreement.
5. The Provider shall work with the York City EMA to disseminate public information via e-newsletters and social media. This task shall be completed throughout the term of the Agreement.

#### D. Strengthen Countermeasures and Mitigation

1. The Provider shall conduct the following activities, throughout the term of the Agreement, to strengthen access to and administration of medical and other countermeasures for pharmaceutical and non-pharmaceutical interventions and strengthen mitigation strategies:
  - a. Complete the three medical countermeasure drills (facility setup, staff notification, and site activation) using data collection sheets provided by the Department by April 30, 2021, and submit the data collection sheets via email or by uploading it to the Department's designated County Municipal Health Department (CMHD) SharePoint site to which all Providers have access to, within 60 calendar days of completion of the drill.
  - b. WEercise the activation process for point of dispensing activities at clinic facilities and alternative site locations. The data collection sheets shall be submitted via email or by uploading it to the Department's designated CMHD SharePoint site to which all Providers have access to, within 60 calendar days of completion of the exercise. This task shall be completed throughout the term of the Agreement.
2. The Provider shall exercise personal protective equipment fit testing, including donning and doffing procedures for all staff. This task shall be completed by June 30, 2021. Documentation verifying completion of testing shall be submitted to the Department when requested and made available for review during site visits.

#### E. Strengthen Surge Management

1. The Provider shall coordinate with its jurisdictional HCC and other partners to develop plans to address the following:
  - a. Mass care needs, such as shelter monitoring;
  - b. Surge needs including family reunification;
  - c. Coordinating volunteers; and
  - d. Preventing or mitigating injuries and fatalities.

The plans shall be submitted to the Department when requested and made available for review during site visits. This task shall be completed throughout the term of the Agreement.

2. The Provider shall participate in planning discussions with community partners on readiness and capabilities, such as accommodations for temporary shelter, during public health emergency incidents. This task shall be completed throughout the term of the Agreement. Documentation shall be submitted to the Department when requested and made available for review during site visits.
3. The Provider shall implement cross-training and shared responsibility protocols for key public health staff roles and responsibilities. This task shall be completed throughout the term of the Agreement. Documentation shall be submitted to the Department when requested and made available for review during site visits.
4. The Provider shall participate in YAMMRS and KHCC to support the development and maintenance of regional surge management plans and protocols. This task shall be completed throughout the term of the Agreement. Documentation shall be submitted to the Department when requested and made available for review during site visits.

#### F. Strengthen Biosurveillance

1. The Provider shall have tracking programs that support activities related to public health tracking by conducting public health surveillance and detection as needed and by maintaining, supporting, and strengthening the routine surveillance and detection systems and epidemiological investigation process throughout the term of the Agreement.
2. The Provider shall continue to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological processes throughout the term of the Agreement by participating in disaster epidemiology training initiatives as determined by jurisdictional priorities.
3. The Provider shall increase public health emergency capabilities and proficiency with the geographic information system platform ArcGIS. This task shall be completed throughout the term of the Agreement. Documentation shall be submitted to the Department when requested and made available for review during site visits.

#### G. Administrative

1. The Provider shall provide to the Department via email or by uploading to the Department's designated SharePoint site, a multi-year (2020-2023) training and exercise plan (MYTEP) that aligns with Homeland Security Exercise and Evaluation Program (HSEEP) guidance, on the Department's template by Aug. 31, 2020. The Provider shall participate in and include on the MYTEP all trainings and exercises listed elsewhere in the Provider's Appendix A, Work Statement. The MYTEP activities submitted by the Provider and approved by the Department are hereby incorporated

and shall be considered tasks under this Appendix A, Work Statement throughout the term of the Agreement.

- a. Complete each training and exercise listed in the MYTEP, for the year 2020-2021, by June 30, 2021.
  - b. Update changes and record completed training and exercises monthly on the MYTEP spreadsheet in the Department's designated SharePoint site.
  - c. Conduct at least one exercise (tabletop, functional, or full-scale) that includes the HCC and utilizes public health emergency scenarios by June 30, 2021. This exercise shall include people with access and functional needs in the exercise planning and confirm identified strengths and weaknesses are addressed in the reporting requirements. Response to a real-life public health emergency that is reportable will be accepted for this requirement.
  - d. Complete and submit, either by email to the Department or by uploading to the Department's designated CMHD's SharePoint site, after action reports (AARs) with Improvement Plans (IP) for all responses to real incidents and planned events, and for exercises conducted to demonstrate compliance with Public Health Emergency Preparedness (PHEP) program requirements. The Provider shall provide an AAR with IP in accordance with HSEEP guidelines for each qualifying exercise within 60 calendar days following the exercise.
  - e. Complete and submit via e-mail to the Department or by uploading to the Department's designated SharePoint site, data collection sheets for all drills, including but not limited to, staff notification drill, facility setup drill, and site activation drill, within 60 calendar days following each drill.
2. The Provider shall complete a Capabilities Planning Guide Assessment, on a template that the Department will provide, by Dec. 31, 2020. Reviewing the findings of the National Health Security Preparedness Index and State Preparedness Reports to help gauge risk and gaps is recommended.
  3. The Provider shall develop a work plan, using the Work Plan Template that the Department will provide, by Jan. 31, 2021.
  4. The Provider shall attend all of the Department's Public Health Emergency Management Stakeholder Committee meetings (known as the Statewide Advisory Committee for Preparedness). The Department will provide notification of each meeting to the Provider at least 30 calendar days in advance of the meeting date. This task shall be completed throughout the term of the Agreement.
  5. The Provider shall participate in all of the Department's Bureau of Emergency Preparedness and Response monthly CMHD conference calls, which will be scheduled and facilitated by the Department throughout the term of the Agreement.
  6. The Provider shall attend public health emergency preparedness related conferences, meetings, and training sessions, located within the US (specific location to be determined), as deemed appropriate and approved in advance and in writing by the Department, to receive information relative to the tasks outlined in this Appendix A, Work Statement. This task shall be completed throughout the term of the Agreement.
  7. The Provider shall participate in routine site visits of the Provider's facility conducted by the Department. Routine site visits shall be scheduled at a time and date mutually acceptable to both parties. This task shall be completed throughout the term of the Agreement. The Department may perform unscheduled site visits if there are issues with non-performance, communication, or questionable finances noted with the Provider. The Provider shall provide access to the following documentation during site visits: Emergency Operations Plan and policies and procedures that support emergency operations, Memoranda of Understanding or Mutual Aid Agreements, HCC meeting minutes, training plans, documentation and certification including NIMS compliance, exercise and drill AARs, financial records (including purchase orders,



goods receipts, payment verification, and verification of staff wages), Hazard Vulnerability Assessments, required documentation for Project Public Health Ready recertification, and an inventory of items purchased with PHEP funds. The Provider shall provide access to any additional emergency preparedness-related documentation requested by the Department. The Provider shall, upon request, produce supplies or equipment or both purchased with Grant funding for the Department's inspection.

## **II. Reporting Requirements**

### **A. Administrative**

1. The Provider shall complete and submit semiannual reports detailing all work completed on this Appendix A, Work Statement and the MYTEP to the Department by the following dates:
  - a. Jan. 15, 2021;
  - b. July 30, 2021.
2. The Provider shall provide other reports and information related to the work provided under this Agreement, upon request by the Department. This task shall be completed throughout the term of the Agreement.

**SAP # 4100086053****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.

# INVOICE

67PREPRSP

PO Box 69183

Harrisburg, PA 17106

<b>Payee Name and Address</b> York City Bureau of Health PO Box 509 York, PA 17405-0509	<b>Date</b>
	<b>Current Billing Period</b>

<b>SAP Vendor Number</b> 138884-010	<b>Invoice Number</b>
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<b>Telephone Number</b> (717) 854-7724	<b>SAP Document Number</b> 4100086053
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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) <sup>(1)</sup>
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>	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  
BUDGET SUMMARY**

**York City Bureau of Health  
SAP #4100086053  
7/1/2020 - 6/30/2021**

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
<b>I. PERSONNEL SERVICES</b>	140,038.91	-	140,038.91
<b>II. CONSULTANT SERVICES</b>	-	-	-
<b>III. SUBCONTRACT SERVICES</b>	1,000.00	-	1,000.00
<b>IV. PATIENT SERVICES</b>	-	-	-
<b>V. EQUIPMENT</b>	-	-	-
<b>VI. SUPPLIES</b>	2,470.27	-	2,470.27
<b>VII. TRAVEL</b>	3,912.65	-	3,912.65
<b>VIII. OTHER COSTS</b>	34,501.17	-	34,501.17
<b>TOTAL</b>	181,923.00	-	181,923.00



**Appendix C**  
**York City Bureau of Health**  
**SAP #4100086053**  
**7/1/2020 - 6/30/2021**

Categories			Original Budget	Amendment Type & Number	Total Budget
B. Fringe Benefits					
	Salary	Rate			
Personal Health Program Manager (Jul-Dec)	25,512.24	45.00%	11,480.51		11,480.51
Community Health Specialist (Jul-Dec)	22,183.20	45.00%	9,982.44		9,982.44
Personal Health Program Manager (Jan-Jun)	26,148.72	45.00%	11,766.92		11,766.92
Community Health Specialist (Jan-Jun)	22,734.40	45.00%	10,230.48		10,230.48
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Specify the benefits included in this rate:  
 FICA, Insurance Allocations

Sub-Total	43,460.35	-	43,460.35
<b>Total</b>	<b>140,038.91</b>	<b>-</b>	<b>140,038.91</b>



**Appendix C**  
**York City Bureau of Health**  
**SAP #4100086053**  
**7/1/2020 - 6/30/2021**

Categories	Original Budget	Amendment Type & Number	Total Budget
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**II. CONSULTANT SERVICES**

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

**III. SUBCONTRACT SERVICES**

Provide emergency planning services	1,000.00			1,000.00
				-
				-
				-
				-
				-
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<b>Total</b>	1,000.00	-	-	1,000.00

Appendix C  
 York City Bureau of Health  
 SAP #4100086053  
 7/1/2020 - 6/30/2021

Categories	Original Budget	Amendment Type & Number	Total Budget
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IV. PATIENT SERVICES

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			-
<b>Total</b>	-	-	-

V. EQUIPMENT

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

VI. SUPPLIES

Office/computer supplies	250.00		250.00
Emergency preparedness supplise	2,220.27		2,220.27
			-
			-
			-
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<b>Total</b>	<u>2,470.27</u>	-	<u>2,470.27</u>

**Appendix C**  
**York City Bureau of Health**  
**SAP #4100086053**  
**7/1/2020 - 6/30/2021**

Categories	Original Budget	Amendment Type & Number	Total Budget
<b>VII. TRAVEL</b>			
Mileage	1,162.65		1,162.65
Airfare	550.00		550.00
Lodging	1,600.00		1,600.00
Subsistence	400.00		400.00
Ground Transportation	50.00		50.00
Parking/Tolls	150.00		150.00
			-
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			-
			-
			-
			-
			-
			-
			-
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			-
			-
			-
			-
<b>Total</b>	<b>3,912.65</b>	<b>-</b>	<b>3,912.65</b>

<b>VIII. OTHER COSTS</b>			
Training Costs	1,750.00		1,750.00
Registration conference fees	750.00		750.00
Security	660.00		660.00
Office expenses (copier, printing, data capacity)	220.00		220.00
Translation services	500.00		500.00
Rent	15,600.00		15,600.00
Administrative costs (9%)	15,021.17		15,021.17
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<b>Total</b>	<b>34,501.17</b>	<b>-</b>	<b>34,501.17</b>

<b>TOTAL</b>	<b>181,923.00</b>	<b>-</b>	<b>181,923.00</b>
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**SAP# 4100086053****Appendix D****PROGRAM SPECIFIC PROVISIONS****I. INTRODUCTION**

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

**II. FUNDING RESTRICTIONS**

The Grantee shall comply with the following restrictions on costs and limitations on costs.

- A. Grantees may not use funds for research.
- B. Grantees may not use funds for clinical care except as allowed by law.
- C. Grantees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- D. Grantees may not use funds to purchase furniture or equipment.
- E. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - 1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
  - 2. The salary or expenses of any Grant or Contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
  - 3. See Additional Requirement 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC Grantees ([http://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)).
- F. The direct and primary recipient in a cooperative Agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- G. In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>).
- H. Grantees may not use funds for construction or major renovations.

- I. Grantees may supplement but not supplant existing state or Federal funds for activities described in the budget.
- J. Generally, funds may not be used to purchase food.
- K. Grantees may not use funds to pay for meals offered at trainings, meetings, or conferences that are otherwise eligible to be funded through this Grant Agreement unless:
  - 1. The meals are a necessary and integral part of the business of training, meeting, or conference because essential formal discussions, lectures, or presentations concerning the purpose of the training, meeting, or conference are offered during the meal;
  - 2. A majority of the participants are traveling from a distance of more than 50 miles; and
  - 3. Meal costs may not be duplicated in participants' per diem or subsistence allowances.
- L. Payment or reimbursement of backfilling costs for staff is not allowed.
- M. None of the funds awarded may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$189,600 per year.
- N. Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.
- O. Funds may not be used to purchase or support (feed) animals for labs, including mice. Any request for such must receive prior approval of protocols from the Animal Control Office within CDC and subsequent approval from the CDC OGS.
- P. Recipients may not use funds to purchase a house or other living quarter for those under quarantine. Rental may be allowed with approval from the CDC OGS.
- Q. Grantees may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.
- R. Funds cannot be used to purchase over-the road passenger vehicles.
- S. Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
- T. Grantees can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, for example, passenger cars or trucks and electrical or gas-driven motorized carts during times of need.
- U. Additionally, PHEP Grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (for example, contracts, memoranda of understanding, formal written agreements, or other letters of Agreement). Transportation agreements should include, at a minimum:
  - 1. Type of vendor
  - 2. Number and type of vehicles, including vehicle load capacity and configuration

3. Number and type of drivers, including certification of drivers
  4. Number and type of support personnel
  5. Vendor's response time
  6. Vendor's ability to maintain cold chain, if necessary, to the incident
  7. This relationship may be demonstrated by a signed transportation Agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.
- V. Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies and equipment.
- W. Grantees can (with prior approval) use funds to purchase material-handling equipment such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, and turret trucks. Vehicles must be of a type not licensed to travel on public roads.
- X. Recipients may purchase basic (non-motorized) trailers with prior approval from the CDC OGS.
- Y. PHEP recipients can, with prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to sustain the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.
- Z. PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to sustain the health and safety of the public health workforce.
- AA. PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for select critical workforce groups to sustain their health and safety during an exercise testing response plan.
1. Recipients must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.
- BB. Recipients may not use PHEP funds to supplant other funding intended to achieve these objectives.
- CC. Recipients of PHEP-funded vaccines (within the context of the exercise) may include:
1. Persons who meet the criteria in the CDC-Advisory Committee on Immunization Practices (CDC/ACIP) recommendations [www.cdc.gov/vaccines/acip/index.html](http://www.cdc.gov/vaccines/acip/index.html) for who should receive vaccine; and
  2. Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.
    - a. VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccine purchased from the appropriate funding source.
- DD. PHEP funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by ACIP schedules.

- EE. PHEP funds may not be used to purchase influenza vaccines for the general public.
- FF. Recipients may not use funds for clinical care except as allowed by law. For the purposes of this NOFO, clinical care is defined as "directly managing the medical care and treatment of individual patients." PHEP-funded staff may administer MCMs such as antibiotics or vaccines as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to one.
- GG. Instruments, reagents and laboratory supplies for the following are not generally purchased with PHEP funding
  - 1. Instruments, reagents and supplies for testing seasonal influenza;
  - 2. Instruments, reagents and supplies for testing rabies;
  - 3. Instruments, reagents and supplies for routine food testing (surveillance);
  - 4. Instruments, reagents and supplies for testing vaccine preventable diseases (for example measles, mumps, polio, diphtheria, pertussis (whooping cough), rubella (German measles), tetanus, rotavirus and Haemophilus influenzae type b (Hib).)
  - 5. Instruments, reagents and supplies for routine testing of vector-borne illnesses (both Clinical and vector surveillance);
  - 6. Routine drug screening of laboratory staff; and
  - 7. Influenza vaccines (for the general public).
- HH. Grantees can use funds to support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards.

### III. COMPLIANCE WITH INCORPORATED DOCUMENTS

- A. Grantees must comply with the administrative and public policy requirements outlined in 45 CFR Part 75 and the HHS Grants Policy Statement, as appropriate. Brief descriptions of relevant provisions are available at <http://www.cdcgov/grants/additionalrequirements/index.html#ui-id-17>.  
The HHS Grants Policy Statement is available at <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.  
Note that 45 CFR part 75 supersedes the administrative requirements (A-110 and A-102), cost principles (A-21, A-87, and A-122) and audit requirements (A-50, A-89, and A-133).
- B. The Grantee shall comply with the following Administrative Requirements (AR), as applicable:
  - 1. AR-7: Executive Order 12372
  - 2. AR-9: Paperwork Reduction Act  
<http://www.hhs.gov/ocio/policy/collection/infocollectfaq.html>
  - 3. AR-11: Healthy People 2020
  - 4. AR-12: Lobbying Restrictions
  - 5. AR-13: Prohibition on Use of CDC Funds for Certain Gun Control Activities
  - 6. AR-14: Accounting System Requirements
  - 7. AR-16: Security Clearance Requirement
  - 8. AR-21: Small, Minority, And Women-owned Business
  - 9. AR-24: Health Insurance Portability and Accountability Act
  - 10. AR-25: Release and Sharing of Data
  - 11. AR-26: National Historic Preservation Act of 1966
  - 12. AR-29: Compliance with EO13513, "Federal Leadership on Reducing Text Messaging while Driving," October 1, 2009
  - 13. AR-30: Compliance with Section 508 of the Rehabilitation Act of 1973

## 14. AR-33: Plain Writing Act of 2010

- C. The Grantee shall comply with the following ARs applicable to conferences:
1. AR-20: Conference Support
  2. AR-27: Conference Disclaimer and Use of Logos
  3. For more information on the CFR visit <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>.

**IV. DUPLICATION OF SERVICES**

Services invoiced for under this Grant Agreement shall not be duplicative of services invoiced under any other Grants received by the Grantee, including Grants between the Grantee and the Department.

**V. 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.

## **VI. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT**

The following language replaces Paragraph 36 of the Standard General Terms and Conditions (Rev. 2/15) Incorporated Document 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, The Age Discrimination Act of 1975, applicable provisions of the Omnibus Reconciliation Act of 1981 and Pennsylvania Management Directive 215.16.
- 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 VI., 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.

## **VII. 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 4 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. The 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. The 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. The 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, the Contractor seeking a waiver must contact the Project Officer.