

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# :4100089411

**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 01, 2021 through June 30, 2024, 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: 1 one-year renewal.

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 \$443,642.00.

## **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:

\$443,642.00 – CFDA No. 93.268, DHHS/Centers for Disease Control and Prevention, Immunization 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**
- 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 # 4100089411****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 in writing 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 in writing 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 in writing 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) ([health.gov/healthypeople](http://health.gov/healthypeople)), and CDC Secure Access ManagementService (SAMS) ([sams.cdc.gov](http://sams.cdc.gov)).
  - j. Provide vaccine information to the regional Women, Infant and Children 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 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 site visits using the Comprehensive Clinic Assessment Software Application 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 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 in writing 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 in writing by the Department, to increase public awareness of adolescent immunizations during the annual NIAM.
  - f. Complete a minimum of one outreach activity, approved in writing 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 in writing 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 in writing 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 a 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 calendar 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 in writing 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 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, or the Provider through a subcontractor, 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.
10. The Provider shall maintain linkage to the PA-SIIS annually, promote 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 in writing 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 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. 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 pre-approval from the Department prior to carrying out the outreach activity.
  - e. 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 pre-approval from the Department prior to carrying out any outreach activity.
12. The Provider shall have at least one professional immunization staff person participate in the annual Department sponsored Pennsylvania Immunization Conference 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.
13. The Provider, or the Provider through a subcontractor, shall follow all CDC and Commonwealth of Pennsylvania guidelines regarding COVID-19 and support Vaccination Initiatives. The Provider shall:
- a. Use either their own staff or any combination of their staff and subcontractors to provide COVID-19 vaccinations to the local population.
  - b. Support local coalitions and internal initiatives for the promotion, outreach, and education of COVID-19 and the COVID-19 vaccine.

- c. Follow all CDC and Commonwealth COVID-19 safety guidelines, including proper use of personal protective equipment, proper Mask Wearing, Social Distancing in the clinics and offices, when possible, and any additional mandates from the Commonwealth.
- d. Facilitate Mass Vaccination events or provide support to organizations within their jurisdiction conducting Mass Vaccination Events.
- e. Provide outreach, promotion and education to increase access to the COVID-19 vaccine.
- f. Enter all given doses of the COVID-19 vaccine into the PA-SIIS.
- g. Provide monthly activity reports to the Project Officer regarding the use of any funds targeted at COVID-19 vaccination, promotion, outreach, or prevention.

## **II. Timelines**

- A. The Provider shall submit their immunization public health staff transition plan to the Department for review and written approval within 60 calendar 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.
- 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)(d) of this Agreement shall be performed and completed during NIIW in April of each year of this Agreement.
- 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)(d) of this Agreement shall be performed and completed during NIAM in August of each year of this Agreement.
- 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)(d) of this Agreement shall be performed and completed during NIVW in December of each year of this Agreement.
- G. The tasks set forth in Section (I)(A)(11)(d) of this Agreement shall be performed and completed during Hepatitis Awareness Month in May of each year of this Agreement.

## **III. Reporting Requirements**

- A. The Provider shall complete and submit monthly activity reports which list all activities specified in this Agreement completed in each month. This will include but is 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 a verification form, that confirms, childcare center visits, non-medical reviews for school data visits and any other visits, assigned by the Department but not currently reported via SAMS, have been conducted. The verification form will be provided by the Department and must be signed by an employee of the visited facility.

- C. The Provider shall complete and submit a six-month progress report by January 31, of each year in this Agreement.. The Immunization Annual Highlights Report (AHR) shall be submitted to the Department by July 31 of each year in this Agreement, or as requested by the Department for the previous year of Agreement.
- 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, through composition and submission of the AHR, that specific populations are targeted, outreach activities are conducted, and type and volume of educational materials are distributed, as designated in this Appendix A, Work Statement.

**SAP # 4100089411**

**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

<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>			
<b>Telephone Number</b> 717-854-7724			<b>SAP Document Number</b> 4100089411			
<b>Category</b>	<b>Budget Amount</b>	<b>Expenditures to Date for Prior Periods</b>	<b>Balance to Date from Prior Periods</b>	<b>Invoice Amount for Current Period</b>	<b>Cumulative Expenditures through Current Period</b>	<b>Action Amount (Tolerance Exceeded) (1)</b>
I. Personnel Services			0.00		0.00	0.00
II. Consultant Services			0.00		0.00	0.00
III. Subcontract Services			0.00		0.00	0.00
IV. Patient Services			0.00		0.00	0.00
V. Equipment			0.00		0.00	0.00
VI. Supplies			0.00		0.00	0.00
VII. Travel			0.00		0.00	0.00
VIII. Other Costs			0.00		0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\_\_\_\_\_  
Contractor's Authorized Signature

\_\_\_\_\_  
Date

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

Appendix C

**OVERALL BUDGET SUMMARY**

York City Bureau of Health

4100089411

July 1, 2021 - June 30, 2024

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	369,494.68	-	369,494.68
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	4,786.84	-	4,786.84
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	8,000.00	-	8,000.00
VI. SUPPLIES	14,035.03	-	14,035.03
VII. TRAVEL	1,075.00	-	1,075.00
VIII. OTHER COSTS	46,250.45	-	46,250.45
<b>TOTAL</b>	443,642.00	-	443,642.00

Appendix C

**BUDGET SUMMARY**

York City Bureau of Health

4100089411

July 1, 2021 - June 30, 2022

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	185,778.06	-	185,778.06
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	2,786.84	-	2,786.84
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	8,000.00	-	8,000.00
VI. SUPPLIES	5,100.00	-	5,100.00
VII. TRAVEL	300.00	-	300.00
VIII. OTHER COSTS	24,603.44	-	24,603.44
<b>TOTAL</b>	226,568.34	-	226,568.34





Appendix C  
 York City Bureau of Health  
 4100089411  
 July 1, 2021 - June 30, 2022

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	Y13041000101 07/01/21 - 06/30/22	Y13042000100 07/01/21 - 06/30/22	Y20226000204 07/01/21 - 06/30/22	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

II. CONSULTANT SERVICES

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

III. SUBCONTRACT SERVICES

Regional and Communication Immunization Education & Outreach	2,286.84								2,286.84
Provider/Partner Services for Immunizations				500.00					500.00
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
			<b>Total</b>	2,286.84	-	500.00	-	-	2,786.84

Appendix C  
 York City Bureau of Health  
 4100089411  
 July 1, 2021 - June 30, 2022

Categories	Original Budget Y13041000101 07/01/21 - 06/30/22	Original Budget Y13042000100 07/01/21 - 06/30/22	Original Budget Y20226000204 07/01/21 - 06/30/22	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Amendment Type & Number (Enter Funding Source)	Total Budget
IV. PATIENT SERVICES							
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
<b>Total</b>	-	-	-	-	-	-	-

V. EQUIPMENT							
	<u>Quantity</u>	<u>Unit Cost</u>					
Immunization grade refrigerator	1	8,000.00			8,000.00		8,000.00
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
<b>Total</b>					8,000.00	-	8,000.00







Appendix C

**BUDGET SUMMARY**

York City Bureau of Health

4100089411

July 1, 2022 - June 30, 2023

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	93,017.96	-	93,017.96
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	1,000.00	-	1,000.00
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	2,308.41	-	2,308.41
VII. TRAVEL	225.00	-	225.00
VIII. OTHER COSTS	11,985.46	-	11,985.46
<b>TOTAL</b>	108,536.83	-	108,536.83







Appendix C  
 York City Bureau of Health  
 4100089411  
 July 1, 2022 - June 30, 2023

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	Y20226000204 07/01/22 - 06/30/23	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
<b>IV. PATIENT SERVICES</b>						
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
<b>Total</b>	-	-	-	-	-	-

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







Appendix C

**BUDGET SUMMARY**

York City Bureau of Health

4100089411

July 1, 2023 - June 30, 2024

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	90,698.66	-	90,698.66
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	1,000.00	-	1,000.00
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	6,626.62	-	6,626.62
VII. TRAVEL	550.00	-	550.00
VIII. OTHER COSTS	9,661.55	-	9,661.55
<b>TOTAL</b>	108,536.83	-	108,536.83







**Appendix C**  
**York City Bureau of Health**  
**4100089411**  
**July 1, 2023 - June 30, 2024**

Categories	Original Budget Y20226000204 07/01/23 - 06/30/24	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Amendment Type & Number (Enter Funding Source)	Total Budget
<b>IV. PATIENT SERVICES</b>						
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
<b>Total</b>	-	-	-	-	-	-

**V. EQUIPMENT**

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







SAP# 4100089411

## 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. CONTRACTOR RESPONSIBILITY PROVISIONS

The following language replaces Paragraph 41 of the Standard General Terms and Conditions (Rev. 2/15) Incorporated Document in its entirety:

The Grantee agrees:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- A. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- B. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- C. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the Federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- D. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the Federal government shall constitute an event of default of the Contract with the Commonwealth.
- E. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between

the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- F. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

#### **IV. MINIMUM PERSONAL COMPUTER HARDWARE, SOFTWARE, AND PERIPHERALS REQUIREMENTS**

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

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

- A. The Contractor shall adhere to the minimum specifications for all personal Computer purchases or leases made with funds involved with this Contract. The Department's standards are specifically addressed in paragraph D below.
- B. If the Contractor has an exclusive vendor, obtained through a competitive bidding process, from whom all office equipment and related items are purchased, the Contractor shall utilize said vendor. If such exclusive vendor is not used by the Contractor, then three competitive price estimates shall be procured and documented by the Contractor before the personal computer hardware and software shall be purchased. A letter stating which of the above methods is used to satisfy this requirement shall be forwarded to the program staff at the Department within 30 days of the aforementioned purchase. This section supersedes Paragraph 37A of the incorporated document entitled, "Standard General Terms and Conditions" (Grant Agreement) or Paragraph 24A of the incorporated document entitled, "Additional Contract Terms and Conditions" (Contract Agreement).
- C. The Contractor shall be responsible for returning any personal computer hardware, software, and peripherals to the Department within 120 days of the Contract's termination. Should the parties agree to extend the Contract term, or enter into a new Contract, either of which shall only be evidenced by further written agreement, the Contractor may be allowed to continue to maintain possession of said equipment at the Department's discretion.
- D. The parties agree that during the Contract term, the minimum computer configurations shall be in accordance with the current Commonwealth minimum personal computer configurations in effect at the time of the computer purchase to ensure compatibility with the Commonwealth network. The minimum personal computer configurations are as follows:

Intel Core i7-7700 Processor (8M Cache, up to 4.20 GHz)  
8 Gigabytes (GB) of RAM  
256 Gigabytes (GB) Solid State Drive  
23" FP Monitor  
Intel Gigabit LAN 10/100/1000 Network Interface Card (NIC)  
USB Windows keyboard  
USB Optical mouse  
Sound bar  
Windows 10  
64-bit Operating System

- E. Contractor shall use Industry Best Practices to secure and protect personal computer systems including but not limited to the use of virus protection, firewall, spyware and intrusion detection software and keep such software up to date with current recommended updates.
- F. Contractor shall keep all Personal Computer Operating Systems and third (3<sup>rd</sup>) Party Personal Computer Software patched with manufacturer recommended critical security patches.
- G. Contractor shall use Industry Best Practices to backup, secure and protect all data collected on personal computer systems on behalf of the Commonwealth. Contractor shall ensure that for all confidential or protected data that the Commonwealth requirements for encryption of data are met. Refer to Commonwealth Information Technology Bulletins for Security at:

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

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

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

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