

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

Kathleen Hart, Project Officer
717-736-7294

Jana Burdge, Alternate Project Officer
717-736-7292

SAP# :410069891

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

**AND
YORK CITY BUREAU OF HEALTH**

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

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

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

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

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

I. GRANT AGREEMENT TERM

A. This Grant Agreement shall be effective from July 1, 2015 through June 30, 2016, subject to its other provisions, and the availability of funds, whether state or Federal unless terminated earlier by either party according to the termination provisions of this Grant Agreement.

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

C. Renewal.

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

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

The increase or decrease of work shall be limited to deliverables established in the amendment. Nothing in this paragraph shall be read to permit the scope of work of the Grant Agreement to be changed.

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

Renewals are not applicable to this Agreement

II. GRANT AGREEMENT AMOUNT

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Grant Agreement, the Department will make payments in accordance with the Grant Agreement payment provisions, Appendix B and the grant Budget, Appendix C, up to the maximum Grant Agreement amount of \$279,838.64.

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

III. FUNDING SOURCE(S)

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

\$159,132.00 Federal Funds CFDA No. 93.069 DHHS/CDC Public Health Emergency Preparedness
 \$120,706.64 Federal Funds CFDA No. 93.074 DHHS/CDC Public Health Emergency Preparedness

IV. WORK STATEMENT

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

V. APPENDICES AND ATTACHMENTS

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

A. Appendix A - Work Statement

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

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

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

VII. APPLICATION

The Grantee's application:

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

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

VIII. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS

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

IX. DECREASE IN FUNDING

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

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

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

XI. FINAL GRANT AGREEMENT APPROVAL

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

SAP# 4100069891**Appendix A****WORK STATEMENT****I. TASKS AND TIMELINES****A. Public Health Emergency Preparedness (PHEP)**

1. The Grantee shall complete a capabilities planning guide assessment and work plan, as provided by the Department, to indicate which of the 15 Centers for Disease Control and Prevention (CDC) PHEP capabilities and functions shall be addressed by June 30, 2016. The Grantee may use a subcontractor to assist with completion of the activities identified in the work plan. The Grantee shall submit an electronic version of the work plan by email to the Pennsylvania Department of Health (Department) by August 31, 2015. The Grantee may access the link to the 15 *Public Health Preparedness Capabilities, National Standards for State and Local Planning, March 2011* guide at: <https://www.ndhealth.gov/EPR/PHP/PHEP%20Capabilities%202011.pdf>, which will assist in completing the work plan.
2. The Grantee shall send one PHEP funded staff to attend all of the Department's Statewide Advisory Committee for Preparedness meetings, which will be scheduled and organized by the Department. Dates to be determined by the Department.
3. The Grantee shall participate in the Department's Bureau of Public Health Preparedness (BPHP) monthly County and Municipal Health Department conference calls, which will be scheduled and organized by the Department.
4. The Grantee shall complete the Project Public Health Ready (PPHR) renewal as specified by the National Association of County and City Health Officials (NACCHO).
5. The Grantee shall participate in, at a minimum, quarterly Department initiated 800 Megahertz radio system drills. Dates to be determined by the Department.
6. The Grantee shall provide to the Department via email, by August 31, 2015, a four year (2015-2018) exercise schedule and training plan that is Homeland Security Exercise and Evaluation Program (HSEEP) compliant and, at a minimum, includes three of five drills as defined in Section I. C. 2.
7. The Grantee shall provide to the Department via email, by August 31, 2015, a schedule of all planned Training and Exercise (TEP) meetings scheduled through June 30, 2016.
8. The Grantee shall provide to the Department, by email, an HSEEP compliant After Action Report (AAR), completed exercise and drill templates and the Improvement Plan (IP), within 60 calendar days of each exercise or drill completion that utilizes Grant funding.

B. Public Health Surveillance and Epidemiological Investigation

1. The Grantee shall identify and investigate all known cases of reportable diseases as identified in 28 Pa Code Ch. 27 (relating to Communicable and Non-Communicable diseases) as required, throughout the grant year and report to the Department per the timelines established in 28 Pa Code Ch. 27.

C. Medical Countermeasure Dispensing

1. The Grantee shall conduct one full-scale or functional exercise, which tests key components of the Grantee's mass prophylaxis/dispensing plans, and includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and other applicable personnel, by April 15, 2016.
2. The Grantee shall conduct three of the five drills listed below by the end of the Grant period. The Grantee shall provide the drill reports to the Department, by email, within 60 days after the drill is completed using the CDC-required drill forms provided by the Department. Drills can be incorporated into other functional or full-scale exercises.
 - a. Personnel Call-Down Drill
 - b. Site Activation Drill
 - c. Facility (POD) Set-Up Drill
 - d. Pick List Generation Drill
 - e. Dispensing Throughput Drill

II. REPORTING REQUIREMENTS

A. PHEP

1. The Grantee shall complete and submit semi-annual reports to the Department providing narrative information on the outcomes of their work plan in the format provided by the Department by:
 - a. July 1, 2015 to December 31, 2015 – due January 29, 2016
 - b. January 1, 2016 to June 30, 2016 – due July 29, 2016
 - c. The Grantee shall provide other reports upon request by the Department.

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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/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf and can be completed online, as applicable.
 - a. Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). At the time of submitting ACH information, the Contractor will also be able to enroll to receive remittances via electronic addenda. Within 10 days of award of the Grant Agreement, the Contractor must submit or must have already submitted its ACH information and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - b. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
 - c. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Central Vendor Master File (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - d. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.

INVOICE

BUREAU OF PUBLIC HEALTH PREPAREDNESS

67PUBLTH

PO Box 69183

Harrisburg, PA 17106

Payee Name and Address York City Bureau of Health 227 W Market Street York, PA 17401-1002			Date		
			Current Billing Period		
SAP Vendor Number 138884-002			Invoice Number		
Telephone Number 717-854-7724			SAP Document Number 4100069891		
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
I. Personnel Services			0.00		0.00
II. Consultant Services			0.00		0.00
III. Subcontract Services			0.00		0.00
IV. Patient Services			0.00		0.00
V. Equipment			0.00		0.00
VI. Supplies			0.00		0.00
VII. Travel			0.00		0.00
VIII. Other Costs			0.00		0.00
Total Costs	0.00	0.00	0.00	0.00	0.00

Contractor's Authorized Signature

Date

Appendix C
OVERALL BUDGET SUMMARY

York City Bureau of Health
 SAP # 4100069891
 July 1, 2015 - June 30, 2016

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	135,668.67	-	135,668.67
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	74,317.84	-	74,317.84
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	18,226.62	-	18,226.62
VII. TRAVEL	4,571.33	-	4,571.33
VIII. OTHER COSTS	47,054.18	-	47,054.18
TOTAL	279,838.64	-	279,838.64

Appendix C
BUDGET SUMMARY

York City Bureau of Health
 SAP # 4100069891
 July 1, 2015 - June 30, 2016

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	135,668.67	-	135,668.67
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	74,317.84	-	74,317.84
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	18,226.62	-	18,226.62
VII. TRAVEL	4,571.33	-	4,571.33
VIII. OTHER COSTS	47,054.18	-	47,054.18
TOTAL	279,838.64	-	279,838.64

Appendix C
York City Bureau of Health
SAP # 4100069891
July 1, 2015 - June 30, 2016

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	Y51552000875 7/1/15 - 6/30/16	Y51555000875 7/1/15 - 6/30/16	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

II. CONSULTANT SERVICES

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

III. SUBCONTRACT SERVICES

Work Plan Activities		74,317.84					74,317.84
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total		74,317.84					74,317.84

Appendix C
York City Bureau of Health
SAP # 4100069891
July 1, 2015 - June 30, 2016

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	Y51552000875 7/1/15 - 6/30/16	Y51555000875 7/1/15 - 6/30/16	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
IV. PATIENT SERVICES						
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	-	-	-	-	-	-

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

Appendix C
York City Bureau of Health
SAP # 4100069891
July 1, 2015 - June 30, 2016

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment	Total Budget
	Y51552000875 7/1/15 - 6/30/16	Y51555000875 7/1/15 - 6/30/16	(Enter Funding Source)	(Enter Funding Source)	Type & Number (Enter Funding Source)	
VI. SUPPLIES						
Office Supplies	175.00	7,500.00				7,675.00
Medical Supplies	225.00					225.00
Points of Dispensing Supplies	200.00					200.00
Personal Protective Equipment Supplies	200.00	3,726.62				3,926.62
Computer Supplies	200.00	6,000.00				6,200.00
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	1,000.00	17,226.62	-	-	-	18,226.62
VII. TRAVEL						
Mileage	321.33	1,000.00				1,321.33
Subsistence	35.00	330.00				365.00
Lodging	150.00	1,000.00				1,150.00
Air Travel	250.00	1,220.00				1,470.00
Other (Tolls)	15.00	250.00				265.00
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	771.33	3,800.00	-	-	-	4,571.33

SAP# 4100069891

Appendix D

PROGRAM SPECIFIC PROVISIONS**I. Introduction**

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

II. Compliance with Incorporated Documents

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

III. Funding Restrictions

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

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

IV. Additional Requirements

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

1. AR-8 – Public Health System Reporting Requirements

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

2. AR-9 – Paperwork Reduction Act Requirements

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

3. AR-10 – Smoke-Free Workplace Requirements

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

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

4. AR-11 – Healthy People 2020

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

5. AR-12 – Lobbying Restrictions

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

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

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

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

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

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

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

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

9. AR-32 – FY2012 Enacted General Provisions

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

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

b. Cap on Extramural Salaries

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

c. Gun Control Prohibition

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

d. Needle Exchange

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

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

e. Restrictions on Dealing with Corporations with Recent Felonies

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

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

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

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

- ii. None of the funds made available by this agreement, in whole or in part, may be used to enter into contract, memorandum of understanding, or cooperative agreement with a grant to provide a loan or loan guarantee to, any corporation with respect to which any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interest of the government.**

- iii. If a prospective recipient has any such issue, the HHS program shall alert PGO who will refer the matter to the HHS Suspension and Debarment Official through the Chief Grants Management/Contracting Officer (Director of PGO). No awards may be made until a determination is made by HHS.**

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