

**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

Giselle Hallden, Project Officer
(717) 772-2762

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

SAP# :4100080791

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

**AND
YORK CITY BUREAU OF HEALTH**

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

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

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

WHEREAS, this agreement is an Intergovernmental Agreement and is not subject to the Commonwealth Procurement Code, P.L. 358, No. 57, May 15, 1998, 62 Pa.C.S.A. §101 et seq., (Act 57), and must be processed in accordance with the Commonwealth Attorneys Act, 71 P.S. § 732-101 et seq.

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

I. AGREEMENT TERM

A. This Agreement shall be effective from July 1, 2018 through June 30, 2021, subject to its other provisions, and the availability of funds, whether state or Federal unless terminated earlier by either party according to the termination provisions of this Agreement.

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

C. Renewal.

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

1. In the event of a renewal, the Department may choose to renew the Agreement as follows:
 - a) At the Agreement's original terms or conditions; or
 - b) To increase or decrease the grant amount or salaries, hourly wages or fringe benefits to reflect cost increases so long as that increase does not exceed 5% of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in the scope of work of the original agreement in the renewal; or
 - c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original Agreement, including SAFs, Funding Reduction Change Orders, Budget Revisions, or formal Amendments. The increase or decrease of work shall be limited to deliverables established in the

amendment. Nothing in this paragraph shall be read to permit the scope of work of the Agreement to be changed.

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

○ Renewals are not applicable to this Agreement

II. **AGREEMENT AMOUNT**

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Agreement, the Department will make payments in accordance with the Agreement payment provisions, Appendix B and the Agreement Budget, Appendix C, up to the maximum Agreement amount of \$825,000.

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:

\$825,000 CFDA 93.994, DHHS/HRSA, FAIN B04MC31513, MCHS Block Grant

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 and its Attachment 1**
- B. **Appendix B – Payment Provisions (Rev. 5/12) and its Attachment 1** - A downloadable format of Attachment 1 is available at the following Internet address: <http://www.health.pa.gov/vendors>.
- C. **Appendix C – Budget**
- D. **Appendix D – Program Specific Provisions**

VI. **INCORPORATED DOCUMENTS**

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

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

F. Terms and Conditions

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

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

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

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

G. Block Grant Provisions (Rev. 12/05)

Maternal and Child Health Block Grant Provisions

Preventive Health and Health Services Block Grant Provisions

Block Grant Provisions are not applicable to this agreement

H. HIPAA Business Associate Agreement and Attachment 1 (Rev. 5/13)

The HIPAA Business Associate Agreement is applicable to this agreement

The HIPAA Business Associate Agreement is not applicable to this agreement

VII. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS

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

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

VIII. DECREASE IN FUNDING

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

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

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

X. FINAL AGREEMENT APPROVAL

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

SAP# 4100080791**Appendix A****WORK STATEMENT****I. SPECIFIC TASKS****A. Healthy Moms Healthy Babies Home Visiting Program**

Grantee shall:

1. Serve a diverse population of women from adolescents to advanced maternal age with a special emphasis on women considered high-risk.
2. Receive a minimum of 200 referrals per Grant year.
3. Provide community education and outreach at least four times annually, to a minimum of four agencies and providers' offices, to increase prenatal and postpartum referrals with a goal to enroll 50 percent of referrals per year into the Healthy Moms Healthy Babies program.
4. Accept referrals through Obstetrics & Gynecology providers utilizing the Obstetrical Needs Assessment Form (ONAF), local Neonatal Intensive Care Unit care management team, Children Youth Family Services, local pregnancy centers, private practices, other community partners, agencies and self-referrals and maintain records on all referrals.
5. Provide home visiting services with additional remote services (telephonic, electronic, and mailings) as a means to eliminate barriers to care and work to decrease health disparities.
6. Provide home visiting services to a minimum of 100 prenatal and postpartum women for up to two years with frequencies based on risk factors, patient acceptance and within the parameters of standing physician's orders.
 - i. The home visits shall be conducted by a registered nurse (RN).
 - ii. The home visits shall include: clinical exam of mom and baby, perinatal education, provider collaboration, social service referrals, International Board-Certified Lactation Consultant (IBCLC) referrals, and collaboration as necessary based on nursing judgment.
 - iii. The outreach worker (OW) shall conduct a one-time postpartum home visit following the receipt of the postpartum ONAF.
 - iv. IBCLC referrals shall occur through Healthy Moms Healthy Babies staff.
 - v. IBCLC home visiting services shall be offered to each referred woman one time prenatally and one time postpartum (unless assessment deems additional visits are necessary) to encourage breastfeeding and eliminate barriers.
 - vi. Women who agree to nurse visits, but request that the visits occur at a location other than their current residence shall be offered an alternative visit location which may include, but is not limited to: City of York – Bureau of Health Clinic; local library; local public park; local community agency.
 - vii. Women who decline nurse visits shall be offered options for remote follow-up by an RN through telephonic, electronic communication or by mail, with follow-up frequencies assigned based on risk factors and the individual's preferences.
 - viii. The follow-up shall be tailored to the individual's needs and preferences for time-constraints, current knowledge base, and acceptance of the conversation and education being offered.
 - ix. Women who accept calls from the OW prenatally shall receive calls at the time of receipt of the first, second, and postpartum ONAF as well as calls every two months for consistency and resource referrals.
7. Utilize InJoy evidence-based educational materials with additional materials as necessary.

8. Communicate to individuals in their language of choice through in-person translation or use of *Propio Language Line*.

B. Safe Sleep

The Grantee shall:

1. Partner with the evidence-based Safe Sleep initiative, Cribs for Kids, through WellSpan – York Hospital while using literature and education consistent with their program during each prenatal encounter as well as during at least two postpartum encounters.
2. Participate in the local Safe Kids (York County) quarterly meetings.
3. Assist women in obtaining appropriate safe sleeping environments as needed.
4. Provide at least one safe sleep onesie to each woman enrolled in Healthy Moms Healthy Babies' home visitation program.

C. Breastfeeding

The Grantee shall:

1. Utilize the Surgeon General's Call to Action to Support Breastfeeding by educating women referred to Healthy Moms Healthy Babies about breastfeeding.
2. Provide prenatal women with the Susquehanna Valley Breastfeeding Coalition's (SVBC) flyer and information to inform them of the support group meetings, completed by the OW at each ONAF phone encounter.
3. Inform women that a volunteer IBCLC is available to assist them with breastfeeding in a home or hospital setting.
4. Attend 75 percent of the SVBC meetings as a member and provide space for the meetings at the City of York – Bureau of Health.
5. Provide literature in both English and Spanish related to breastfeeding.
6. Use social media to disseminate at least four messages annually related to breastfeeding.
7. Discuss the importance of breastfeeding during home visits at least one time per trimester and postpartum if the mother has opted to breastfeed.

D. Intimate Partner Violence (IPV)

The Grantee shall:

1. Provide information to each enrolled woman regarding IPV and the local victim assistance center and hotline.
2. Provide subsequent information and support to women upon situational changes during pregnancy.
3. Refer women to local agencies as needed based on assessment.

E. Substance Use, Abuse and Mental Health

The Grantee shall:

1. Screen a minimum of 75 percent of women enrolled in the home visiting program using the Institute for Health and Recovery's Integrated Screening Tool (5 P's).
2. Utilize Motivational Interviewing.
3. Screen a minimum of 25 women per year using the Adverse Childhood Experiences' (ACEs) 10 question form.
4. Refer for behavioral health, mental health or substance treatment programs as needed.
5. Collaborate with mental health providers as appropriate.

F. Staff Requirements

The Grantee shall:

1. Attend one state, regional or national conference related to Maternal and Child Health to network with peers, learn new strategies and gain knowledge of evidence-based models and approaches to improve the program.

2. Attend at least one Pennsylvania Perinatal Partnership meeting each Grant year.
3. Assure that home visitors are trained on motivational interviewing techniques.

G. Health Disparities

The Grantee shall:

1. Develop a plan to identify, address and eliminate health disparities in the populations served by Title V. The plan shall be developed within the first year of the Grant or no later than by the end of the calendar year in which the Grant was amended. The plan shall be reviewed and updated annually.
2. Align their work plan with the goals and strategies of the *National Stakeholder Strategy for Achieving Health Equity*.
3. Participate in local, regional and statewide efforts and initiatives to mitigate or eliminate health disparities as requested by the Bureau of Family Health (Bureau). Participation may be in person, via telephone or via webinar and may include presentations.
4. Include in all required reports to the Bureau a brief summary of work plan activities conducted during required reporting periods.

H. Client Satisfaction Data Collection

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

data available to the Department upon the Department's request in a format mutually agreed upon by the Department and the Grantee.

II. TIMELINES

- A. The tasks included in Paragraph I (A – G) above shall occur on an ongoing basis throughout the term of this Grant Agreement and shall be completed by June 30, 2021.
- B. The task included in Paragraph I(H)1i above will be determined by the Department in accordance with the methodology of the tool(s) and shall occur within the Grant period.
- C. The task included in Paragraph I(H)1ii above shall be completed at least 30 calendar days prior to any changes or additions.
- D. The task included in Paragraph I(H)2i above shall be completed at a minimum of annually, by June 30th each year.
- E. The task included in Paragraph I(H)2ii above shall be completed at least 30 calendar days prior to any changes or additions.
- F. The task included in Paragraph I(H)3 above shall be completed within 30 calendar days of the request from the Department.

III. REPORTING REQUIREMENTS

- A. Quarterly Reports. The Grantee shall report the information on all programs identified in Appendix A, Section I and in accordance with the format prescribed by the Department in Attachment 1 to this Appendix A. Submission of the reports shall occur electronically in Microsoft Excel format. The report shall include the number of women and infants who receive services for each task during the quarter, the number of outreach activities held and the number of participants who attended each outreach activity during the quarter for all tasks. Additionally, an RN report shall be submitted. The Grantee shall submit quarterly reports to the Department within 30 calendar days following the end of each quarter.
- B. Annual Reports. The Grantee shall submit a narrative summary report to the Department of its performance relating to each task in Appendix A, Section I and covering each annual period between July 1, 2018 through June 30, 2021. Submission of the report shall occur electronically in Microsoft Word format. The report, at a minimum, shall describe all populations served, a summary of the services provided, birth outcomes of enrolled clients, the success of reaching outcome measures, planned corrective actions, any complaints or appeals for service, the outcome of such complaints and appeals, any changes made to the complaint procedure, description of materials being used, staff changes and staff training as well as any other pertinent information. The Grantee shall submit annual reports to the Department within 60 calendar days following the end of each state fiscal year.
- C. Reporting Client Satisfaction Data. The Grantee shall report its findings to the Department electronically on an annual basis by July 30th each year or as requested by the Department. Reports shall be provided in the format(s) identified by the Department with all identifying participant information removed.
- D. Additional reporting requirements may be added at the discretion of the Department.

IV. EVALUATION COMPONENT

- A. One hundred women shall be enrolled in the Healthy Moms Healthy Babies Home Visiting Program;
- B. One hundred percent of enrolled families shall be educated on safe sleep practices;
- C. One hundred adolescents and women shall receive breastfeeding information and messaging;
- D. Seventy-five percent of adolescents and women enrolled in Healthy Moms Healthy Babies shall engage in family planning after delivery;

- E. Ninety-five percent of adolescents and women shall talk with a healthcare professional about birth spacing and birth control methods;
- F. One hundred Title V funded women enrolled in Healthy Moms Healthy Babies shall be screened for and educated about behavioral health;
- G. One hundred adolescents and women shall talk with a Maternal Child Health staff member about IPV;
- H. One hundred adolescents and women shall be educated on substance use;
- I. One hundred families shall be educated on literacy and provided literacy education and books for infants and children; and
- J. Twenty-five women shall be screened using the ACEs survey.
- K. Provide >75% of printed material to patients in English or Spanish or both (as preferred by patient/family)

QUARTERLY REPORT

SAP # 4100080791
Appendix A
Attachment 1
20__ (yr)

Organization: _____

Check One: 1/1 - 3/31* 4/1 - 6/30 7/1 - 9/30 10/1 - 12/31

Women & Infants SERVICE

	HEALTH CARE					RACE							ETHNICITY											
	TOTAL	Medicaid	CHIP (Title XXI)	Other Insurance	No Coverage	**Unknown (Explain in NOTES)	TOTAL	White	Black or African American	American Indian or Native Alaskan	Asian	Native Hawaiian or Other Pacific Islndr.	More than one race	Other or Unknown	TOTAL	NON - HISPANIC	ETHNICITY NOT REPORTED	TOTAL HISPANIC	Hispanic Breakdown					
																			Mexican	Cuban	Puerto Rican	Central/So. Am	Other/Unknown	
Prenatal																								
Postpartum																								
Infants <1yr																								
Children Age 1-22																								
CHSCN																								

*for this period ONLY, report ALL clients/patients

QUARTERLY REPORT

Organization: _____

Check One: 1/1 - 3/31* 4/1 - 6/30 7/1 - 9/30 10/1 - 12/31 **20__** (yr)

OTHER	SERVICE	HEALTH CARE					RACE							ETHNICITY									
		TOTAL	Medicaid	CHIP (Title XXI)	Other Insurance	No Coverage	**Unknown (Explain in NOTES)	TOTAL	White	Black or African American	American Indian or Native Alaskan	Asian	Native Hawaiian or Other Pacific Islhdr.	More than one race	Other or Unknown	TOTAL	NON - HISPANIC	Ethnicity Not Reported	TOTAL HISPANIC	<u>Hispanic Breakdown</u>			
																			Mexican	Cuban	Puerto Rican	Central/So. Am	Other/Unknown

Presentations / Trainings / Education

TITLE / DESCRIPTION	# of Presentations	Total Attendance	<u>Notes</u>

Notes

*for this period ONLY, report ALL clients/patients

SAP # 4100080791

Appendix B**PAYMENT PROVISIONS**

The Department agrees to pay the Contractor for services rendered pursuant to this Contract as follows:

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Contract, the Department will reimburse Contractor in accordance with Appendix C, and any subsequent amendments thereto, for the costs incurred in providing the services described in this Contract.
- B. This Contract may span several state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Contract.
- C. Payment to the Contractor shall be made in accordance with the Budget set forth in Appendix C, and any subsequent amendments thereto, as follows:
 1. The Department shall have the right to disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Contract and adjust any payment to the Contractor accordingly.
 2. Payments will be made monthly upon submission of an itemized invoice for services rendered pursuant to this Contract using the invoice format in Attachment 1 to this Appendix.
 3. An original invoice shall be sent by the Contractor directly to the address as listed in Attachment 1 to this Appendix. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's Project Officer.
 4. The Contractor has the option to reallocate funds between and within budget categories (Budget Revision), subject to the following criteria:
 - a. General Conditions for Budget Revisions
 - i. *Budget Revisions At or Exceeding 20%.*
 - A. The Contractor shall not reallocate funds between budget categories in an amount at or exceeding 20% of the total amount of the Contract per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Department's Project Officer.
 - B. The Contractor shall request prior written approval from the Department's Project Officer when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Contract per budget year.
 - C. Reallocations at or exceeding 20% of the total amount of the Contract per budget year may not occur more than once per budget year unless the Department's Project Officer finds that there is good cause for approving one additional request. The Project Officer's determination of good cause shall be final.
 - ii. *Budget Revisions Under 20%.* The Contractor shall notify the Department's Project Officer of any Budget Revision under 20% of the total amount of the Contract per budget year in writing, but need not request Department approval, except as provided for in Paragraph 4(a)(i)(B) above.
 - iii. The Contractor shall obtain written approval from the Department's Project Officer prior to

reallocating funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.

- iv. The Contractor shall provide the Department's Project Officer with notice or make a request for approval prior to the submission of the next invoice based on these changes.
 - v. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.
- b. Budget Revisions Relating to Personnel
- i. Any change to funds in the Personnel Category requires the approval of the Department's Project Officer, and any such change at 20% or over as set forth in Paragraph 4(a) shall be counted as one Budget Revision under that paragraph.
 - ii. The Contractor may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, to increase staff personnel or fringe benefit line items unless one of the following circumstances apply:
 - A. The Contractor is subject to a collective bargaining agreement or other union agreement and, during the term of this Contract, salaries, hourly wages, or fringe benefits under this Contract are increased because of a renegotiation of that collective bargaining agreement or other union agreement. The Contractor shall submit to the Department's Project Officer written documentation of the new collective bargaining or other union agreement, which necessitates such reallocation.
 - B. The Contractor is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Contract. The Contractor shall submit to the Department's Project Officer written justification for the request to increase rates and reallocation of funds in connection with filling such a position in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Contract, as well as the Contractor's inability to fill the position at the existing rates. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to a position may exceed 10% of the original rate.
 - C. The Contractor is unable to perform the work of the Contract with the existing positions, titles or classifications of staff. The Contractor may add or change a position, title or classification in order to perform work that is already required. The Contractor shall submit to the Department's Project Officer for his or her approval written justification for the request to increase rates and reallocation of funds in connection with changing or adding a position, title or classification, in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the contract, as well as the Contractor's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to an addition or change may exceed 10% of the rate for the original position.
 - iii. The Department's determination regarding the validity of any justification is final.
 - iv. All increases are subject to the availability of funds awarded under this Contract. The Commonwealth is not obligated to increase the amount of award.
 - v. This paragraph is not intended to restrict any employee from receiving an increase in salary based on the employer's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Contract, the following shall apply. Contractor shall submit monthly invoices within 30 days from the last day of the month within which the work is performed. The final invoice shall be submitted within 45 days of the Contract's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. The

Contractor shall be reimbursed only for services acceptable to the Department.

6. The Department, at its option, may withhold the last 20 percent of reimbursement due under this Contract, until the Project Officer has determined that all work and services required under this Contract have been performed or delivered in a manner acceptable to the Department.
7. The Commonwealth will make payments through the Automated Clearing House (ACH) Network. The Pennsylvania Electronic Payment Program (PEPP) establishes the Automated Clearing House Network as the preferred method of payment in lieu of issuing checks. The PEPP enrollment form may be obtained at: www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf and can be completed online, as applicable.
 - a. Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). At the time of submitting ACH information, the Contractor will also be able to enroll to receive remittances via electronic addenda. Within 10 days of award of the Grant Agreement, the Contractor must submit or must have already submitted its ACH information and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - b. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
 - c. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Central Vendor Master File (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - d. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.

Department of Health

Division of Child & Adult Health

Revised 5/12

INVOICE

67CHLDADLT

PO Box 69183

Harrisburg, PA 17106

Payee Name and Address York City Bureau of Health PO Box 509 York, PA 17405-0509			Date			
			Current Billing Period			
SAP Vendor Number 138884-010			Invoice Number			
Telephone Number (717) 849-2252			SAP Document Number 4100080791			
Category	Budget Amount	Expenditures to Date for Prior Periods	Balance to Date from Prior Periods	Invoice Amount for Current Period	Cumulative Expenditures through Current Period	Action Amount (Tolerance Exceeded) (1)
I. Personnel Services			0.00		0.00	0.00
II. Consultant Services			0.00		0.00	0.00
III. Subcontract Services			0.00		0.00	0.00
IV. Patient Services			0.00		0.00	0.00
V. Equipment			0.00		0.00	0.00
VI. Supplies			0.00		0.00	0.00
VII. Travel			0.00		0.00	0.00
VIII. Other Costs			0.00		0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00

Contractor's Authorized Signature_____
Date

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

Appendix C

OVERALL BUDGET SUMMARY

York City Bureau of Health
 4100080791
 July 1, 2018 to June 30, 2021

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	665,507.96	-	665,507.96
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	32,034.78	-	32,034.78
VII. TRAVEL	19,560.00	-	19,560.00
VIII. OTHER COSTS	107,897.26	-	107,897.26
TOTAL	825,000.00	-	825,000.00

Appendix C

BUDGET SUMMARY

York City Bureau of Health

4100080791

July 1, 2018 to June 30, 2019

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	217,389.64	-	217,389.64
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	15,475.94	-	15,475.94
VII. TRAVEL	6,810.00	-	6,810.00
VIII. OTHER COSTS	35,324.42	-	35,324.42
TOTAL	275,000.00	-	275,000.00

Appendix C
York City Bureau of Health
4100080791
July 1, 2018 to June 30, 2019

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/18-6/30/19 Y83201002500	7/1/18 - 6/30/19 Y83201002600	7/1/18 - 6/30/19 Y83201004700	(Enter Funding Source)	(Enter Funding Source)	

I. PERSONNEL SERVICES

A. Staff Personnel	Hourly Rate	Number of Hours					
7/1/18-12/31/18							-
Community Health Nurse 1	26.89	520.00	13,982.80				13,982.80
Community Health Nurse 2	25.50	650.00		16,575.00			16,575.00
Community Health Nurse 3	25.50	650.00		16,575.00			16,575.00
MCH Outreach Worker	19.18	1,040.00			19,947.20		19,947.20
Community Health Specialist	15.00	1,040.00	15,600.00				15,600.00
1/1/19-6/30/19							-
Community Health Nurse 1	27.43	520.00	14,263.60				14,263.60
Community Health Nurse 2	26.01	650.00		16,906.50			16,906.50
Community Health Nurse 3	26.01	650.00		16,906.50			16,906.50
MCH Outreach Worker	19.56	1,040.00			20,342.40		20,342.40
Community Health Specialist	15.30	1,040.00	15,912.00				15,912.00
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
		Sub-Total	59,758.40	66,963.00	40,289.60	-	167,011.00

Appendix C
York City Bureau of Health
4100080791
July 1, 2018 to June 30, 2019

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/18-6/30/19 Y83201002500	7/1/18 - 6/30/19 Y83201002600	7/1/18 - 6/30/19 Y83201004700	(Enter Funding Source)	(Enter Funding Source)	

II. CONSULTANT SERVICES

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

III. SUBCONTRACT SERVICES

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

Appendix C
York City Bureau of Health
4100080791
July 1, 2018 to June 30, 2019

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/18-6/30/19 Y83201002500	7/1/18 - 6/30/19 Y83201002600	7/1/18 - 6/30/19 Y83201004700	(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
 4100080791
 July 1, 2018 to June 30, 2019

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/18-6/30/19 Y83201002500	7/1/18 - 6/30/19 Y83201002600	7/1/18 - 6/30/19 Y83201004700	(Enter Funding Source)	(Enter Funding Source)	
VI. SUPPLIES						
Office/Computer Supplies	1,500.00	1,500.00	1,500.00			4,500.00
Program supplies	3,658.65	3,658.65	3,658.64			10,975.94
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	5,158.65	5,158.65	5,158.64	-	-	15,475.94
VII. TRAVEL						
Mileage	1,800.00	1,800.00	1,500.00			5,100.00
Lodging	400.00	400.00				800.00
Subsistence	120.00	45.00	45.00			210.00
Tolls/Parking	75.00	75.00	50.00			200.00
Airfare	250.00	250.00				500.00
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	2,645.00	2,570.00	1,595.00	-	-	6,810.00

Appendix C
York City Bureau of Health
4100080791
July 1, 2018 to June 30, 2019

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/18-6/30/19 Y83201002500	7/1/18 - 6/30/19 Y83201002600	7/1/18 - 6/30/19 Y83201004700	(Enter Funding Source)	(Enter Funding Source)	
VIII. OTHER COSTS						
Office Expenses (copier rental, copying, printing, data management, language line)	869.00	650.00	869.00			2,388.00
Conference registration/fees	450.00	450.00				900.00
Nurse Liability insurance	110.00	110.00	110.00			330.00
Rent	3,000.00	3,000.00	3,000.00			9,000.00
Indirect Costs - up to 9% of total costs minus indirect costs (split evenly between all three budgets - incl. allocations for information services, central services, Human Resources and Business Administration)	7,568.81	7,568.81	7,568.80			22,706.42
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	11,997.81	11,778.81	11,547.80	-	-	35,324.42
TOTAL	106,451.14	91,827.50	76,721.36	-	-	275,000.00

Appendix C

BUDGET SUMMARY

York City Bureau of Health

4100080791

July 1, 2019 to June 30, 2020

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	221,731.12	-	221,731.12
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	10,210.46	-	10,210.46
VII. TRAVEL	6,500.00	-	6,500.00
VIII. OTHER COSTS	36,558.42	-	36,558.42
TOTAL	275,000.00	-	275,000.00

Appendix C
York City Bureau of Health
4100080791
July 1, 2019 to June 30, 2020

Categories			Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
			7/1/19 - 6/30/20 Y93201002500	7/1/19 - 6/30/20 Y93201002600	7/1/19 - 6/30/20 Y93201004700	(Enter Funding Source)	(Enter Funding Source)	
B. Fringe Benefits								
	Salary	Rate						
7/1/19-12/31/19	-							-
Community Health Nurse 1	14,263.60	45.00%	6,418.62					6,418.62
Community Health Nurse 2	16,906.50	8.00%		1,352.52				1,352.52
Community Health Nurse 3	16,906.50	8.00%		1,352.52				1,352.52
MCH Outreach Worker	20,342.40	45.00%			9,154.08			9,154.08
Community Health Specialist	15,912.00	45.00%	7,160.40					7,160.40
	-							-
1/1/20-6/30/20	-							-
Community Health Nurse 1	14,544.40	45.00%	6,544.98					6,544.98
Community Health Nurse 2	17,244.50	8.00%		1,379.56				1,379.56
Community Health Nurse 3	17,244.50	8.00%		1,379.56				1,379.56
MCH Outreach Worker	20,748.00	45.00%			9,336.60			9,336.60
Community Health Specialist	16,234.40	45.00%	7,305.48					7,305.48
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
Specify the benefits included in this rate: FICA and Insurance Allocation								
Sub-Total			27,429.48	5,464.16	18,490.68	-	-	51,384.32
Total			88,383.88	73,766.16	59,581.08	-	-	221,731.12

Appendix C
York City Bureau of Health
4100080791
July 1, 2019 to June 30, 2020

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/19 - 6/30/20 Y93201002500	7/1/19 - 6/30/20 Y93201002600	7/1/19 - 6/30/20 Y93201004700	(Enter Funding Source)	(Enter Funding Source)	

II. CONSULTANT SERVICES

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

III. SUBCONTRACT SERVICES

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

Appendix C
York City Bureau of Health
4100080791
July 1, 2019 to June 30, 2020

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/19 - 6/30/20 Y93201002500	7/1/19 - 6/30/20 Y93201002600	7/1/19 - 6/30/20 Y93201004700	(Enter Funding Source)	(Enter Funding Source)	
VI. SUPPLIES						
Office/Computer Supplies	600.00	821.00	537.50			1,958.50
Program Supplies	2,890.00	2,890.00	2,471.96			8,251.96
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	3,490.00	3,711.00	3,009.46	-	-	10,210.46
VII. TRAVEL						
Mileage	1,540.00	1,540.00	1,540.00			4,620.00
Lodging	450.00	450.00				900.00
Subsistence	120.00	120.00	40.00			280.00
Tolls/Parking	100.00	100.00	100.00			300.00
Airfare		400.00				400.00
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	2,210.00	2,610.00	1,680.00	-	-	6,500.00

**Appendix C
York City Bureau of Health
4100080791
July 1, 2019 to June 30, 2020**

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/19 - 6/30/20 Y93201002500	7/1/19 - 6/30/20 Y93201002600	7/1/19 - 6/30/20 Y93201004700	(Enter Funding Source)	(Enter Funding Source)	
VIII. OTHER COSTS						
Office Expenses (copier rental, copying, printing, data management, language line)	1,294.00	1,075.00	1,294.00			3,663.00
Conference registration/fees	400.00	400.00	50.00			850.00
Nurse Liability insurance	113.00	113.00	113.00			339.00
Rent	3,000.00	3,000.00	3,000.00			9,000.00
Indirect Costs - up to 9% of total costs minus indirect costs (split evenly between all three budgets - incl. allocations for information services, central services, Human Resources and Business Administration)	7,568.81	7,568.81	7,568.80			22,706.42
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	12,375.81	12,156.81	12,025.80	-	-	36,558.42
TOTAL	106,459.69	92,243.97	76,296.34	-	-	275,000.00

Appendix C

BUDGET SUMMARY

York City Bureau of Health

4100080791

July 1, 2020 to June 30, 2021

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	226,387.20	-	226,387.20
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	6,348.38	-	6,348.38
VII. TRAVEL	6,250.00	-	6,250.00
VIII. OTHER COSTS	36,014.42	-	36,014.42
TOTAL	275,000.00	-	275,000.00

Appendix C
 York City Bureau of Health
 4100080791
 July 1, 2020 to June 30, 2021

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/20 - 6/30/21 Y03201002500	7/1/20 - 6/30/21 Y03201002600	7/1/20 - 6/30/21 Y03201004700	(Enter Funding Source)	(Enter Funding Source)	

II. CONSULTANT SERVICES

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

III. SUBCONTRACT SERVICES

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

Appendix C
 York City Bureau of Health
 4100080791
 July 1, 2020 to June 30, 2021

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/20 - 6/30/21 Y03201002500	7/1/20 - 6/30/21 Y03201002600	7/1/20 - 6/30/21 Y03201004700	(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
4100080791
July 1, 2020 to June 30, 2021

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/20 - 6/30/21 Y03201002500	7/1/20 - 6/30/21 Y03201002600	7/1/20 - 6/30/21 Y03201004700	(Enter Funding Source)	(Enter Funding Source)	
VI. SUPPLIES						
Office/Computer Supplies	450.00	450.00	450.00			1,350.00
Program Supplies	1,799.38	1,699.00	1,500.00			4,998.38
						-
						-
						-
						-
						-
						-
						-
Total	2,249.38	2,149.00	1,950.00	-	-	6,348.38
VII. TRAVEL						
Mileage	1,500.00	1,500.00	1,400.00			4,400.00
Lodging	450.00	450.00				900.00
Subsistence	75.00	100.00	50.00			225.00
Tolls/Parking	100.00	75.00	50.00			225.00
Airfare	250.00	250.00				500.00
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	2,375.00	2,375.00	1,500.00	-	-	6,250.00

Appendix C
York City Bureau of Health
4100080791
July 1, 2020 to June 30, 2021

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment	Total Budget
	7/1/20 - 6/30/21 Y03201002500	7/1/20 - 6/30/21 Y03201002600	7/1/20 - 6/30/21 Y03201004700	(Enter Funding Source)	Type & Number (Enter Funding Source)	
VIII. OTHER COSTS						
Office Expenses (copier rental, copying, printing, data management, language line)	1,094.00	875.00	1,094.00			3,063.00
Conference registration/fees	450.00	450.00				900.00
Nurse Liability insurance	115.00	115.00	115.00			345.00
Rent	3,000.00	3,000.00	3,000.00			9,000.00
Indirect Costs - up to 9% of total costs minus indirect costs (split evenly between all three budgets - incl. allocations for information services, central services, Human Resources and Business Administration)	7,568.81	7,568.81	7,568.80			22,706.42
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
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						-
						-
						-
						-
						-
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						-
						-
						-
						-
						-
Total	12,227.81	12,008.81	11,777.80	-	-	36,014.42
TOTAL	107,226.63	91,773.17	76,000.20	-	-	275,000.00

SAP# 4100080791

Appendix D

PROGRAM SPECIFIC PROVISIONS**I. MEDICAL ASSISTANCE SERVICES**

This Grant Agreement is only to be used for services that are not compensable under the Medical Assistance program.

II. CONFIDENTIALITY PROVISIONS

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

III. STANDARDS FOR THE PROVISIONS OF SERVICES**A. General Standards**

The Grantee shall follow applicable state and Federal regulations, guidelines and other standards relating to the provision of maternal and child health services to individuals, including the content, periodicity, service linkages, and follow-up of those services, as well as any standards relating to conduct of systems operations. The Department draws the Grantee's attention to the following laws and regulations, without in any way diminishing the importance of those laws and regulations not specifically mentioned:

1. The Disease Prevention and Control Law of 1955, 35 P.S. § 521.1 et seq., and the regulations promulgated thereunder, set out at 28 Pa. Code § 27.1 et seq.
2. Commonwealth regulations governing birth centers, set out at 28 Pa. Code § 501.1 et seq.
3. The Newborn Child Testing Law, 35 P.S. § 621 et seq., and the regulations promulgated thereunder, set out at 28 Pa. Code § 28.1 et seq.
4. The regulations governing confidentiality of maternal and child health information, set out at 28 Pa. Code § 29.1 et seq.

B. Linkages

The Grantee shall provide for linkages and coordination of Title V and Title XIX-Medical Assistance (MA) services, and Title XXI-Children's Health Insurance Program (CHIP) services.

1. The Grantee shall provide services, either directly or through subgrantees, to identify pregnant women, infants, and children who are eligible for the MA/CHIP programs, and once identified, take action to assist the mothers and infants in applying for MA/CHIP.
2. Documentation
The Grantee shall document those actions in its reports to the Department.
 - a. The Grantee shall maintain documented policies and procedure guidelines that are consistent with this Grant Agreement and with state and Federal laws.

- b. The Grantee shall document its compliance with the requirements set out in this Paragraph III in its reports to the Department as outlined in Paragraph III, Reporting Requirements.

IV. HEALTH DISPARITIES INITIATIVE

The Bureau of Family Health is committed to the mitigation and elimination of health disparities in Pennsylvania's maternal, infant, child, and adolescent population. Healthy People 2020 defines a *health disparity* as "a particular type of health difference that is closely linked with social, economic, or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion."

V. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Grant Agreement or any subgrant Agreement, Contract, or subcontract, the Grantee, a subgrantee, a Contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable Federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, Contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against or intimidate any of its employees.
- C. The Grantee, any subgrantee, Contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against any subgrantee, Contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.
- E. The Grantee and each subgrantee, Contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, Contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as

required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have Federal government Contracts of first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any Contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- F. The Grantee, any subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant Agreement, Contract or subcontract so that those provisions applicable to subgrantees, Contractors or subcontractors will be binding upon each subgrantee, Contractor or subcontractor.
- G. The 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.
- H. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

VI. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT

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

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of religion, age, handicap or national origin, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any of its employees on account of religion, age, handicap or national origin.
- C. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of religion, age, handicap or national origin against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- D. The Contractor and any subcontractors shall ensure that any services or benefits available to the public or other third parties by way of this Contract shall not be denied or restricted for such persons due to race, creed, color, religion, gender, sexual orientation, gender identity or expression, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964,

Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act and The Age Discrimination Act of 1975 as well as applicable provisions of the Omnibus Reconciliation Act of 1981.

- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities for purposes of investigation to ascertain compliance with the provisions of this Additional Provisions relating to Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Diversity, Inclusion and Small Business Opportunities.

- F. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Section 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.