

**AMENDMENT #1 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: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Title

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Attest

DATE: \_\_\_\_\_

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

**Sherri Chatman, Project Officer**  
**(717) 772-2762**

**Giselle Hallden, Alternate Project Officer**  
**(717) 772-2762**

**SAP#: 4100077835**

**GRANT AMENDMENT #1 BETWEEN THE PENNSYLVANIA  
 DEPARTMENT OF HEALTH**

**AND  
 YORK CITY BUREAU OF HEALTH**

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

WHEREAS, the Department and the Grantee entered into a Grant Agreement ("Agreement"), effective July 1, 2017 through Nov. 30, 2019, for the purpose of the Grantee to conduct lead-based paint control and healthy homes-related activities including identification of potential units, eligibility determination, risk assessment, recruitment of trained and certified contractors, hazard control on eligible units, clearance collection, education, and outreach; and

WHEREAS, the parties now desire to amend the Agreement, as more fully set forth herein; and

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

WHEREAS, this Amendment 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).

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

**I. AMENDMENT TERM**

This Amendment shall be effective from July 1, 2019 through June 30, 2020, 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 the Agreement.

**II. AMENDMENT AMOUNT**

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Amendment, Department will make payments up to the new maximum Agreement amount of \$347,889.00.

**III. FUNDING SOURCE(S)**

Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, 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:

\$59,600.00, CFDA No. 14.900, HUD, FAIN No. NUE2EH001369, Lead-Based Paint Hazard Control in Privately-Owned Housing

**IV. APPENDICES AND ATTACHMENTS**

The following Appendices and Attachments are incorporated into and made a part of this Amendment and the original Agreement and any subsequent amendments to that Agreement. The parties agree to be bound by these Appendices and Attachments:

- A. Appendix A-1 - Amended Work Statement** supplements Appendix A of the Agreement.
- B. Appendix C-3 - Budget** replaces Appendix C-2 of the Agreement for the time period July 1, 2019 through June 30, 2020.
- C. Appendix D-1 – Program Specific Provisions** supplements Appendix D.

**V. ADDITIONAL TERMS AND CONDITIONS**

All other terms and conditions of the original Agreement and any subsequent amendments to that Agreement not changed by this Amendment shall remain in full force and effect.

**SAP #4100077835****Appendix A-1****AMENDED WORK STATEMENT****I. Specific Tasks**

- A. Section (I)(M) of Appendix A, "Work Statement," of the Agreement is hereby deleted in its entirety and replaced with the following:

The Grantee, through a subcontractor, shall perform Lead Hazard Control (LHC) according to the provisions of this Grant Agreement and the standards incorporated herein on a minimum of 12 units over the course of this Grant Agreement. The Grantee, through a subcontractor, shall commence with actual hazard reduction work on a minimum of 12 units prior to June 15, 2020. A definition of unit can be found in Appendix D, Paragraph AA, in the Definitions Section.

- B. Section (I)(GG) of Appendix A, "Work Statement," of the Agreement is hereby deleted in its entirety and replaced with the following:

The Grantee, through a subcontractor, may utilize Healthy Homes (HH) funds outlined in Appendix C, in the 12 units receiving Inspection/Risk Assessments throughout this Grant Agreement.

- C. Section (I)(HH) of Appendix A, "Work Statement," of the Agreement is hereby deleted in its entirety and replaced with the following:

The Grantee, through a subcontractor, may utilize HH funds outlined in Appendix C to address non-lead health and safety hazards by conducting a comprehensive Healthy Homes Assessment in the 12 units receiving LHC throughout this Grant Agreement.

- D. Section (I)(KK) of Appendix A, "Work Statement," of the Agreement is hereby deleted in its entirety and replaced with the following:

The Grantee, through a subcontractor, may utilize HH funds outlined in Appendix C to address non-lead health and safety hazards by conducting HH remediation in the 12 units that receive LHC over the course of this Grant Agreement.

Appendix C-3

**BUDGET SUMMARY**

York City Bureau of Health

4100077835

July 1, 2019 to June 30, 2020

CATEGORIES	Original Budget	Amendment 1	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	23,733.98	56,030.00	79,763.98
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	1,040.04	-	1,040.04
VII. TRAVEL	1,900.99	-	1,900.99
VIII. OTHER COSTS	1,724.81	3,570.00	5,294.81
TOTAL	28,399.82	59,600.00	87,999.82

## Appendix C-3

**York City Bureau of Health**

**4100077835**

**July 1, 2019 to June 30, 2020**

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment 1	Amendment 1	Total Budget
	Y62934000000 7/1/2019 - 11/30/2019	Y62934000100 7/1/2019 - 11/30/2019	(Enter Funding Source)	(Enter Funding Source)	Y62934000000 7/1/2019 - 6/30/2020	Y62934000100 7/1/2019 - 6/30/2020	

## I. PERSONNEL SERVICES

**Appendix C-3**  
**York City Bureau of Health**

**4100077835**

**July 1, 2019 to June 30, 2020**

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment 1	Amendment 1	Total Budget
	Y62934000000 7/1/2019 - 11/30/2019	Y62934000100 7/1/2019 - 11/30/2019	(Enter Funding Source)	(Enter Funding Source)	Y62934000000 7/1/2019 - 6/30/2020	Y62934000100 7/1/2019 - 6/30/2020	

## B. Fringe Benefits

Specify the benefits included in this rate:

Sub-Total	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-

## July 1, 2019 to June 30, 2020

II. CONSULTANT SERVICES	
-------------------------	--

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

Lead Hazard Control Remediation	50.00					50.00
Healthy Homes Remediation		50.00				50.00
						-
BRR 2						-
Lead Hazard Control Remediation	14,648.98					14,648.98
Healthy Homes Remediation		8,985.00				8,985.00
						-
Amendment 1						-
Lead Hazard Control Remediation				47,430.00		47,430.00
Healthy Homes Remediation					8,600.00	8,600.00
						-
<b>Total</b>	<b>14,698.98</b>	<b>9,035.00</b>	<b>-</b>	<b>-</b>	<b>47,430.00</b>	<b>79,763.98</b>



**Appendix C-3**  
**York City Bureau of Health**

**4100077835**

**July 1, 2019 to June 30, 2020**

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment 1	Amendment 1	Total Budget
	Y62934000000 7/1/2019 - 11/30/2019	Y62934000100 7/1/2019 - 11/30/2019	(Enter Funding Source)	(Enter Funding Source)	Y62934000000 7/1/2019 - 6/30/2020	Y62934000100 7/1/2019 - 6/30/2020	

#### IV. PATIENT SERVICES

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

## V. EQUIPMENT

<b>Appendix C-3</b>
<b>York City Bureau of Health</b>
<b>4100077835</b>
<b>July 1, 2019 to June 30, 202</b>

<b>Appendix C-3</b>
<b>York City Bureau of Health</b>
<b>4100077835</b>
<b>July 1, 2019 to June 30, 202</b>

<b>Appendix C-3</b>
<b>York City Bureau of Health</b>
<b>4100077835</b>
<b>July 1, 2019 to June 30, 202</b>

<b>Appendix C-3</b>
<b>York City Bureau of Health</b>
<b>4100077835</b>
<b>July 1, 2019 to June 30, 202</b>

<b>Appendix C-3</b> <b>York City Bureau of Health</b> <b>4100077835</b> <b>July 1, 2019 to June 30, 2020</b>							
<b>Categories</b>	<b>Original Budget</b>	<b>Original Budget</b>	<b>Original Budget</b>	<b>Original Budget</b>	<b>Amendment 1</b>	<b>Amendment 1</b>	<b>Total Budget</b>
	Y62934000000 7/1/2019 - 11/30/2019	Y62934000100 7/1/2019 - 11/30/2019	(Enter Funding Source)	(Enter Funding Source)	Y62934000000 7/1/2019 - 6/30/2020	Y62934000100 7/1/2019 - 6/30/2020	

## VI. SUPPLIES

BRR 2						-
Medical supplies for lead testing occupants	895.02					895.02
Inspection supplies	145.02					145.02
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	1,040.04	-	-	-	-	1,040.04

## VII. TRAVEL

BRR 2							-
Mileage	1,900.99						1,900.99
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
<b>Total</b>	1,900.99	-	-	-	-	-	1,900.99

## Appendix C-3

**York City Bureau of Health**

**4100077835**

July 1, 2019 to June 30, 2020

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment 1	Amendment 1	Total Budget
	Y62934000000 7/1/2019 - 11/30/2019	Y62934000100 7/1/2019 - 11/30/2019	(Enter Funding Source)	(Enter Funding Source)	Y62934000000 7/1/2019 - 6/30/2020	Y62934000100 7/1/2019 - 6/30/2020	

## VIII. OTHER COSTS

BRR 2							-
Administration fee (\$24,640.12 x 7% = \$1,724.81)	1,724.81						1,724.81
Amendment 1							-
Administration fee (\$47,430 X 7% = \$3,570.00)					3,570.00		3,570.00
							-
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							-
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							-
							-
							-
							-
							-
							-
							-
							-
<b>Total</b>	1,724.81	-	-	-	3,570.00	-	5,294.81

**TOTAL**

SAP# 4100077835

## Appendix D-1

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

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

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Grant Agreement or any subgrant Agreement, Contract, or subcontract, the Grantee, a subgrantee, a Contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable Federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, Contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against or intimidate any of its employees.
- C. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, in the provision of services under the Grant Agreement, subgrant Agreement, Contract or subcontract.
- D. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. The Grantee, any subgrantee, Contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Grant services are performed shall satisfy this requirement for employees with an established work site.
- F. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against any subgrantee, Contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.
- G. The Grantee and each subgrantee, Contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, Contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as

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

- H. The Grantee, any subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant Agreement, Contract or subcontract so that those provisions applicable to subgrantees, Contractors or subcontractors will be binding upon each subgrantee, Contractor or subcontractor.
- I. The Granter's and each subgrantee's, Contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, Contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- J. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

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

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

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of religion, age, handicap or national origin, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any of its employees on account of religion, age, handicap or national origin.
- C. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of religion, age, handicap or national origin against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- D. The Contractor and any subcontractors shall ensure that any services or benefits available to the public or other third parties by way of this Contract shall not be denied or restricted for such persons due to race, creed, color, religion, gender, sexual orientation, gender identity or expression, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, The

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

- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities for purposes of investigation to ascertain compliance with the provisions of this Additional Provisions relating to Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Diversity, Inclusion and Small Business Opportunities.
- F. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Section II, Additional Provisions Relating To Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

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

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

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

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

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

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

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

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

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

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