SAP# 4100085638 10-FA-8.1

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

Jamie Durocher, Project Officer
717-547-3441

Kimberly Fitzpatrick, Alternate Project Officer
717-547-3447

SAP# :4100085638

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 16 P.S.§ 12011 et seq.; 71 P.S. §532 to provide for the purposes of this Agreement, and this Agreement is contingent upon appropriation and receipt of such funds.

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

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

I. AGREEMENT TERM

A. This Agreement shall be effective from July 1, 2020 through June 30, 2021, subject to its other provisions, and the availability of funds, whether state or Federal unless terminated earlier by either party according to the termination provisions of this Agreement.

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

C. Renewal.

◉ At the Department's discretion and by letter notice, the Department may renew this Agreement for the following term: Four 1-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 0% of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in the scope of work of the original Agreement in the renewal; or

   c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original Agreement, including SAFs, Funding Reduction Change Orders, Budget Revisions, or formal Amendments. The

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

2. The Department is not obligated to increase the amount of the award.

3. Any renewal terms are subject to the other provisions of this Agreement, and the availability of funds.

○ Renewals are not applicable to this Agreement

II. AGREEMENT AMOUNT

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Agreement, the Department will make payments in accordance with the Agreement payment provisions, Appendix B and the Agreement Budget, Appendix C, up to the maximum Agreement amount of $5,752.00.

III. FUNDING SOURCE(S)

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

$5,752.00.00 – state funds

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# 4100085638

Appendix A

WORK STATEMENT

I. Tasks

A. Treatment and Outreach Services

1. The Provider shall provide daily or intermittent anti-tuberculosis drug treatment to any person with tuberculosis (TB) infection or disease within its jurisdiction through the use of public health nurses or TB outreach workers. The Provider shall make these nurses or outreach workers available for services outside its jurisdiction at the request of the Department

2. The Provider shall diagnose and treat TB disease and latent TB infection (LTBI) in accordance with the following guidelines as appropriate:

   a. The 2018 CDC "Update of Recommendations for Use of Once-Weekly Isoniazid-Rifapentine Regimen to Treat Latent *Mycobacterium tuberculosis* Infection ("Updated INH + RPT Recommendations") by the Centers for Disease Control and Prevention (CDC), which is incorporated herein by reference. The Provider acknowledges being familiar with and having a copy of the current said Updated INH + RPT Recommendations.

   b. The 2017 "Official American Thoracic Society (ATS)/ Infectious Diseases Society of America (IDSA)/ CDC Clinical Practice Guidelines: Diagnosis of Tuberculosis in Adults and Children" ("Diagnostic Guidelines"), which is incorporated herein by reference. Provider acknowledges being familiar with and having a copy of the current said Diagnostic Guidelines.

   c. The 2016 "Official ATS/CDC/IDSA Clinical Practice Guidelines: Treatment of Drug-Susceptible Tuberculosis" ("Clinical Practice Guidelines"), which is incorporated herein by reference. Provider acknowledges being familiar with and having a copy of the current said Treatment Guidelines.

   d. The 2005 "Guidelines for the Investigation of Contacts of Persons with Infectious Tuberculosis" ("Contact Investigation Guidelines") by the CDC and the National TB Controllers Association, which is incorporated herein by reference. Provider acknowledges being familiar with and having a copy of the current said Contact Investigation Guidelines.

   e. The recommendations set out in the 2003 "Treatment of Tuberculosis" statement of the ATS/CDC/IDSA, which is incorporated herein by reference, and any future updates on the treatment of drug-resistant tuberculosis issued by the ATS, CDC, or IDSA ("Treatment of Tuberculosis Statement"). Provider acknowledges being familiar with and having a copy of the current said Treatment Guidelines.

3. The Provider shall provide the Department with an organizational chart for all clinical and field staff who provide TB services to patients. Provider shall notify the Department of any changes in TB clinical and field staff within 30 calendar days.

4. The Provider shall comply with policies and procedures issued by the Department, including:

   a. The 2019 "TB Patient Lost to Follow-Up Policy" (Lost to Follow-Up Policy) developed by the Department, which is incorporated herein by reference including any updates that the Department may develop. Provider acknowledges being familiar with and having a copy of the Lost to Follow-Up

Policy. The Provider shall also notify the Department within 24 hours when a patient with TB disease has missed their third consecutive appointment for Directly Observed Therapy (DOT).

b. The 2016 "Privately Managed Active TB Case Policy and Procedures" ("Privately Managed Policy") developed by the Department, which is incorporated herein by reference including any updates that the Department may develop. Provider acknowledges being familiar with and having a copy of the Privately Managed Policy. The Provider shall also notify the Department within five business days of learning that a privately managed case of active TB is not receiving DOT.

c. The 2016 "Reimold Trust Fund Policy and Procedures" ("Reimold Policy") developed by the Department, which is incorporated herein by reference including any updates that the Department may develop. The Provider acknowledges being familiar with and having a copy of the Reimold Policy.

d. The 2017 "B1 and B2 Electronic Disease Notifications (EDNs) Policy and Procedures" ("EDN Policy") developed by the Department, which is incorporated herein by reference including any updates that the Department may develop. The Provider acknowledges being familiar with and having a copy of the EDN Policy.

e. The 2017 "Interjurisdictional (IJN) Transfers Policy and Procedures" ("IJN Policy") developed by the Department, which is incorporated herein by reference including any updates that the Department may develop. The Provider acknowledges being familiar with and having a copy of the IJN Policy.

5. The Provider shall provide case management services to all cases of active TB and LTBI within its jurisdiction.

6. The Department will reimburse the Provider for the personnel hours spent providing the following services at the amounts set forth in Appendix C (Budget):

   a. Targeted testing of patients for TB based on their likelihood of 1) infection with *Mycobacterium tuberculosis (Mtb)* and 2) progression to TB disease if infected, consistent with Diagnostic Guidelines.

   b. Preparation and delivery of anti-tuberculosis medication to patients, identification of side effects or other barriers to patient compliance and, as required, observation of the patient ingesting the medication for:

      1) Active TB (DOT) - The Provider shall provide DOT to all patients with active TB, including any physicians, nurses, outreach workers, and other health care professionals who develop active TB.

      2) LTBI (Directly Observed Preventive Therapy or DOPT) - The Provider shall provide DOPT or DOPT in combination with Self-Administered Therapy (SAT) to all LTBI patients on the 12-dose once-weekly regimen of isoniazid and rifapentine, or as otherwise directed by the TB clinician.

      3) Window prophylaxis - The Provider shall provide DOT to all patients on window prophylaxis, defined as treatment for LTBI given to high-risk contacts who have an initial negative test result for TB infection less than eight to 10 weeks after their last TB exposure.

   c. Completion of a monthly review of all cases of TB disease –The Provider shall have a policy and procedures in place documenting how the monthly case review is done. Provider shall use the Case Review Tool for Active Cases form developed by the Department for this purpose or may develop its own documentation to be preapproved by the Department. Provider's

compliance with this requirement shall be verified during the annual TB program site visit.

d. Completion of a contact investigation for all cases with a positive acid-fast bacilli (AFB) sputum-smear result.

e. Follow-up of noncompliant TB patients and their contacts to bring about a resumption of services.

f. Provision of services incidental to the medical care of TB clinic patients, including, but not limited to, picking up x-rays or laboratory results, delivering sputum containers, and obtaining records from private physicians.

g. Contact of TB clinic patients and contacts by performing field visits, phone calls or mailings to remind patients of scheduled appointments.

h. Provision of TB education and training programs for health care professionals, staff members and clients at congregate settings such as correctional facilities, drug and alcohol programs, long-term care facilities, and homeless shelters.

i. Administration of the Tuberculosis Program in the City of York.

7. The Provider shall assume, as the first priority of the Tuberculosis Program, the complete medical supervision of each case of TB with positive bacteriology (that is, an AFB sputum-smear or culture).

8. The Provider shall collect a clinical specimen from each patient with a presumptive case of TB and send it to the state's Bureau of Laboratories (BOL) within 72 hours of the Provider receiving notification of the presumptive case. If the Provider chooses to use an independent laboratory to perform AFB smear and culture testing, the Provider shall request that the independent lab send a TB isolate for each confirmed case to the state's BOL within 15 business days for drug susceptibility testing and genotyping.

9. The Provider shall provide medical care and follow-up for TB infection or disease to all residents in the Provider's jurisdiction without charge. The Provider may bill third party insurance for services other than those delineated in this Agreement.

B. HIV Counseling and Testing of Presumptive or Confirmed TB Cases

The Provider shall:

1. Provide voluntary, opt-out, routine HIV testing of all patients in TB clinic – including persons with TB disease or latent TB infection; persons suspected of having TB because of signs and symptoms of TB; and persons identified as contacts to someone with infectious TB disease – in accordance with the 2012 CDC Factsheet "Recommendations for HIV Screening in TB Clinics" (HIV Screening in TB Clinics), which is incorporated herein by reference. The Provider acknowledges being familiar with and having a copy of the current said HIV Screening in TB Clinics.

2. Conduct HIV testing confidentially, in person, and in private with each client in accordance with Commonwealth law and regulations.

C. Education

1. The Provider's public health nurses and outreach workers shall complete the Federal Centers for Disease Control and Prevention (CDC) *Self-Study Modules on Tuberculosis* as follows:

    a. Modules one through five before providing care to presumptive or confirmed cases of TB; and

    b. Modules six through nine within 60 calendar days after first providing care to presumptive or confirmed cases of TB.

2. The Provider shall retain on file the Certificates of Completion for each of its employees who complete the CDC TB self-study modules.

3. The Provider shall provide professional consultation to educate the private medical community about the goals and objectives of the Tuberculosis Program by doing, at a minimum, the following:

    a. Distributing pamphlets and other literature concerning the effects of TB and the necessity of treatment to all interested members of the medical community.

    b. Providing TB information to the private medical community as necessary and upon request of the medical community or the Department.

4. The Provider shall attend Department sponsored TB education and training activities at the Department's request. Such activities include, but are not limited to, the TB Update, TB Contact Investigation training, Report of Verified Case of Tuberculosis (RVCT) training, TB-specific training on the Pennsylvania National Electronic Disease Surveillance System (PA-NEDSS) or any future surveillance system used by the Department, and Program Evaluation and Cohort Review training.

D. Cohort Review Process

The Provider shall either 1) participate in the TB Cohort Review process organized by the Department, or 2) organize and conduct at least one Cohort Review per year for cases where the Provider is the CDC reporting county. The Provider shall notify the Department which option they choose, and the Department will provide the Provider with education and training about the procedure and expectations for the Cohort Review process.

1. Option 1 - Cohort Review process organized by the Department:

    a. The Provider shall submit a completed cohort review form to the Department for each case counted during the defined cohort period;

    b. The Provider shall present the counted cases under its supervision at Cohort Review, and

    c. The Provider shall attend Cohort Review even if no cases were counted in its jurisdiction during the cohort period.

2. Option 2 - Provider organizes and conducts its own Cohort Review process:

    a. The Provider shall notify the Department 60 calendar days in advance of each Cohort Review so that Department staff can participate;

    b. The Provider shall submit a completed cohort review form to the Department for each case counted during the defined cohort period, and

    c. The Provider shall submit a report to the Department summarizing the results of Cohort reviews held by the Provider.

E. Pennsylvania National Electronic Disease Surveillance System (PA-NEDSS)

1. For each suspected or confirmed active case of TB, the Provider shall enter all disease evaluation and contact investigation findings in PA-NEDSS or any future surveillance system used by the Department in accordance with the requirements of the Disease Prevention and Control Law of 1955 (35 P.S. § 521.1 et seq., and the regulations promulgated thereunder [28 Pa. Code ch. 27]).

2. The Provider shall complete all data fields in PA-NEDSS or any future surveillance system used by the Department that are required by the CDC RVCT form for all TB cases in accordance with Commonwealth law and regulations. (The RVCT form is Attachment 1 to this Appendix A).

3. The Provider shall initiate contact investigations for all TB cases with positive AFB sputum-smear results within three business days of receiving the positive result.

4. Within five business days after the monthly case review, the Provider shall enter a note in PA-NEDSS or any future surveillance system used by the Department for each active case of TB disease stating that the monthly review has been completed. Within two business days of entering the note in the Department's surveillance system, the Provider shall email the completed case review form for each active case to the TB Program Resource Account (TB_Program_Central_Office@pa.gov).

5. The Provider shall update all open contact investigations in PA-NEDSS or any future surveillance system used by the Department, at a minimum:

   a. Prior to each Cohort Review, and

   b. By July 15th each year to facilitate preparation of the annual "Aggregate Reports for Tuberculosis Program Evaluation" (ARPEs) by the Department.

6. The Provider shall set the investigation status in PA-NEDSS or any future surveillance system used by the Department to "Waiting for Central Office Review" within five business days of a case being confirmed as active TB to flag the case for review and to be counted by the Department.

7. The Provider shall close a suspected case of TB in PA-NEDSS or any future surveillance system used by the Department within 60 calendar days of confirmation that the case is not mycobacterium tuberculosis.

8. The Provider shall enter an investigation note stating the confirmed case is ready to be closed and set the investigation status in PA-NEDSS or any future surveillance system used by the Department to "Waiting for Central Office Review" within five business days of completion of therapy.

9. The Provider shall comply with the changeover from PA-NEDSS to any future surveillance system as directed by the Department.

F. STD Clinical Services

1. The Provider shall provide a clean, safe confidential environment in which to provide sexually transmitted diseases (STD) clinical services at 435 W. Philadelphia Street in York City.

2. The Provider shall provide computers with internet connection and access to patients' electronic health records.

3. The Provider shall supply the testing supplies and other equipment needed to perform clinical work, except for the medications for treatment of sexually transmitted diseases which will be provided by the Department.

4. The Provider shall provide office staff to support the clinic.

5. The Department will provide clinicians to provide services at the clinic that fall within the scope of their licenses.

6. The Department, through the clinicians provided at no cost to the Provider, will provide STD exams and treatment that will consist of examination, diagnosis, counseling and treatment of patients who have been exposed, or suspected of having been exposed, to an STD.

G. Data Security and Confidentiality

1. The Provider shall comply at all times with:

a. The Confidentiality of HIV-Related Information Act, 35 P.S. §§ 7601 *et seq*.;

b. The Disease Prevention and Control Law of 1955, 35 P.S. §§ 521.1 *et seq*.;

c. The CDC's Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action (2011) (http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf); these Guidelines are incorporated herein by reference, and the Provider acknowledges having access to those Guidelines; and

d. The Department's Data Security and Confidentiality Policy and Standards for Integrated Data Sharing (Jan. 2016) and any subsequent revision. The Department Guidelines are incorporated herein by reference and the Provider acknowledges having access to those Guidelines.

II. Timelines

A. The tasks set forth in Section (I)(A) ("Treatment and Outreach Services") shall be performed by the Provider as necessary throughout the term of the Agreement, unless otherwise specifically set forth within that section.

B. The tasks set forth in Section (I)(B) ("HIV Counseling and Testing of Presumptive or Confirmed Tuberculosis Cases") shall be performed by the Provider as necessary throughout the term of the Agreement, unless otherwise specifically set forth within that section.

C. The tasks set forth in Section (I)(C) ("Education") shall be performed by the Provider as necessary throughout the term of the Agreement, unless otherwise specifically set forth within that section.

D. The tasks set forth in Section (I)(D)(1) and (I)(D)(2)(b) ("Cohort Review Process") shall be completed within 14 calendar days of receiving the counted case list from the Department. The tasks set forth in Section (I)(D)(2)(c) shall be completed within 28 calendar days after the date of the Cohort Review.

E. The tasks set forth in Section (I)(E)(1) ("Pennsylvania National Electronic Disease Surveillance System (PA-NEDSS)") shall be performed by the Provider throughout the term of this Agreement. The tasks set forth in paragraphs (2) through (5) of Section (I)(E) shall be completed within the specified time frame set forth in those paragraphs.

F. The tasks set forth in paragraphs (1) through (4) of Section (I)(F) shall be performed by the Provider throughout the term of the Agreement.

III. Reporting Requirements

A. The Provider shall report all suspected or confirmed cases of TB utilizing PA-NEDSS or any future surveillance system used by the Department within five business days of either receiving notification of a suspected case or confirming an active case in accordance with Commonwealth law and regulations.

B. The Provider shall submit the Security Training Compliance Report to the Department by March 1, 2021 so that the percentage of Public Health Programs Represented (PHPR) completing the security training for PA-NEDSS or any future surveillance system used by the Department can be determined.

C. The Provider shall report to the Department by March 31, 2021 a performance summary of TB services provided during the most recent calendar year. Provider shall establish their own performance measures based on the burden of TB and LTBI in its jurisdiction, self-assessment of Provider's strengths and areas for improvement, and reference to the applicable National TB Program Objectives and Performance Targets for 2025 (available at https://www.cdc.gov/tb/programs/evaluation/indicators/default.htm).

D. Provider shall send reports and any correspondence to the Department at the following address:

Tuberculosis Program
Health and Welfare Building, Room 1013
625 Forster St.
Harrisburg, PA 17120-0701

ATTACHMENT 1 - RVCT FORM

Patient's Name _____

Street Address _____ (Last) _____ (First) _____ (M.I.) _____ (ZIP CODE)

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Centers for Disease Control and Prevention
National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

1. Date Reported
Month | Day | Year

2. Date Submitted
Month | Day | Year

3. Case Numbers

	Year Reported (YYYY)	State Code	Locally Assigned Identification Number	Reason
State Case Number				
City/County Case Number				
Linking State Case Number				
Linking State Case Number				

4. Reporting Address for Case Counting
City
Within City Limits *(select one)* ☐ Yes ☐ No
County
ZIP CODE

5. Count Status *(select one)*

Countable TB Case
☐ Count as a TB case

Noncountable TB Case
☐ Verified Case: Counted by another U.S. area (e.g., county, state)
☐ Verified Case: TB treatment initiated in another country *Specify*_____
☐ Verified Case: Recurrent TB within 12 months after completion of therapy

6. Date Counted
Month | Day | Year

7. Previous Diagnosis of TB Disease *(select one)*
☐ Yes ☐ No
If YES, enter year of previous TB disease diagnosis:

8. Date of Birth
Month | Day | Year

9. Sex at Birth *(select one)*
☐ Male ☐ Female

10. Ethnicity *(select one)*
☐ Hispanic or Latino
☐ Not Hispanic or Latino

11. Race *(select one or more)*
☐ American Indian or Alaska Native
☐ Asian *Specify*_____
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander *Specify*_____
☐ White

12. Country of Birth
"U.S.-born" (or born abroad to a parent who was a U.S. citizen) *(select one)* ☐ Yes ☐ No
Country of birth *Specify*_____

13. Month-Year Arrived in U.S.
Month | Year

14. Pediatric TB Patients (<15 years old)
Country of Birth for Primary Guardian(s) *Specify*
Guardian 1_____
Guardian 2_____
Patient lived outside U.S. for >2 months? *(select one)* ☐ Yes ☐ No ☐ Unknown
If YES, list countries, *specify*: _____

15. Status at TB Diagnosis *(select one)*
☐ Alive ☐ Dead
If DEAD, enter date of death: Month | Day | Year
If DEAD, was TB a cause of death? *(select one)*
☐ Yes ☐ No ☐ Unknown

16. Site of TB Disease *(select all that apply)*
☐ Pulmonary
☐ Pleural
☐ Lymphatic: Cervical
☐ Lymphatic: Intrathoracic
☐ Lymphatic: Axillary
☐ Lymphatic: Other
☐ Lymphatic: Unknown
☐ Laryngeal
☐ Bone and/or Joint
☐ Genitourinary
☐ Meningeal
☐ Peritoneal
☐ Other: Enter anatomic code(s) *(see list)*
☐ Site not stated
1 | 2 | 3

REPORT OF VERIFIED CASE OF TUBERCULOSIS

17. Sputum Smear *(select one)*

☐ Positive ☐ Not Done
☐ Negative ☐ Unknown

Date Collected: Month Day Year

18. Sputum Culture *(select one)*

☐ Positive ☐ Not Done
☐ Negative ☐ Unknown

Date Collected: Month Day Year

Date Result Reported: Month Day Year

Reporting Laboratory Type *(select one)*: ☐ Public Health Laboratory ☐ Commercial Laboratory ☐ Other

19. Smear/Pathology/Cytology of Tissue and Other Body Fluids *(select one)*

☐ Positive ☐ Not Done
☐ Negative ☐ Unknown

Date Collected: Month Day Year

Enter anatomic code *(see list)*:

Type of exam *(select all that apply)*: ☐ Smear ☐ Pathology/Cytology

20. Culture of Tissue and Other Body Fluids *(select one)*

☐ Positive ☐ Not Done
☐ Negative ☐ Unknown

Date Collected: Month Day Year

Enter anatomic code *(see list)*:

Date Result Reported: Month Day Year

Reporting Laboratory Type *(select one)*: ☐ Public Health Laboratory ☐ Commercial Laboratory ☐ Other

21. Nucleic Acid Amplification Test Result *(select one)*

☐ Positive ☐ Not Done
☐ Negative ☐ Unknown
☐ Indeterminate

Date Collected: Month Day Year

Date Result Reported: Month Day Year

Enter specimen type: ☐ Sputum
OR
If not Sputum, enter anatomic code *(see list)*:

Reporting Laboratory Type *(select one)*: ☐ Public Health Laboratory ☐ Commercial Laboratory ☐ Other

Initial Chest Radiograph and Other Chest Imaging Study

22A. Initial Chest Radiograph *(select one)*

☐ Normal ☐ Abnormal* (consistent with TB) ☐ Not Done ☐ Unknown

* For ABNORMAL Initial Chest Radiograph: Evidence of a cavity *(select one)*: ☐ Yes ☐ No ☐ Unknown

Evidence of miliary TB *(select one)*: ☐ Yes ☐ No ☐ Unknown

22B. Initial Chest CT Scan or Other Chest Imaging Study *(select one)*

☐ Normal ☐ Abnormal* (consistent with TB) ☐ Not Done ☐ Unknown

* For ABNORMAL Initial Chest CT Scan or Other Chest Imaging Study: Evidence of a cavity *(select one)*: ☐ Yes ☐ No ☐ Unknown

Evidence of miliary TB *(select one)*: ☐ Yes ☐ No ☐ Unknown

23. Tuberculin (Mantoux) Skin Test at Diagnosis *(select one)*

☐ Positive ☐ Not Done
☐ Negative ☐ Unknown

Date Tuberculin Skin Test (TST) Placed: Month Day Year

Millimeters (mm) of induration:

24. Interferon Gamma Release Assay for *Mycobacterium tuberculosis* at Diagnosis *(select one)*

☐ Positive ☐ Not Done
☐ Negative ☐ Unknown
☐ Indeterminate

Date Collected: Month Day Year

Test type:

*Specify*_____

25. Primary Reason Evaluated for TB Disease *(select one)*

☐ TB Symptoms
☐ Abnormal Chest Radiograph (consistent with TB)
☐ Contact Investigation
☐ Targeted Testing
☐ Health Care Worker
☐ Employment/Administrative Testing
☐ Immigration Medical Exam
☐ Incidental Lab Result
☐ Unknown

REPORT OF VERIFIED CASE OF TUBERCULOSIS

26. HIV Status at Time of Diagnosis *(select one)*

☐ Negative ☐ Indeterminate ☐ Not Offered ☐ Unknown
☐ Positive ☐ Refused ☐ Test Done, Results Unknown

If POSITIVE, enter:
State HIV/AIDS Patient Number: ☐☐☐☐☐☐☐☐☐☐ City/County HIV/AIDS Patient Number: ☐☐☐☐☐☐☐☐☐☐

27. Homeless Within Past Year *(select one)*

☐ No ☐ Yes ☐ Unknown

28. Resident of Correctional Facility at Time of Diagnosis *(select one)* ☐ No ☐ Yes ☐ Unknown

If YES, *(select one)*:
☐ Federal Prison ☐ Local Jail ☐ Other Correctional Facility
☐ State Prison ☐ Juvenile Correction Facility ☐ Unknown

If YES, under custody of Immigration and Customs Enforcement? *(select one)*
☐ No ☐ Yes

29. Resident of Long-Term Care Facility at Time of Diagnosis *(select one)* ☐ No ☐ Yes ☐ Unknown

If YES, *(select one)*:
☐ Nursing Home ☐ Residential Facility ☐ Alcohol or Drug Treatment Facility ☐ Unknown
☐ Hospital-Based Facility ☐ Mental Health Residential Facility ☐ Other Long-Term Care Facility

30. Primary Occupation Within the Past Year *(select one)*

☐ Health Care Worker ☐ Migrant/Seasonal Worker ☐ Retired ☐ Not Seeking Employment (e.g. student, homemaker, disabled person)
☐ Correctional Facility Employee ☐ Other Occupation ☐ Unemployed ☐ Unknown

31. Injecting Drug Use Within Past Year *(select one)* ☐ No ☐ Yes ☐ Unknown

32. Non-Injecting Drug Use Within Past Year *(select one)* ☐ No ☐ Yes ☐ Unknown

33. Excess Alcohol Use Within Past Year *(select one)* ☐ No ☐ Yes ☐ Unknown

34. Additional TB Risk Factors *(select all that apply)*

☐ Contact of MDR-TB Patient (2 years or less) ☐ Incomplete LTBI Therapy ☐ Diabetes Mellitus ☐ Other *Specify* _____
☐ Contact of Infectious TB Patient (2 years or less) ☐ TNF-α Antagonist Therapy ☐ End-Stage Renal Disease ☐ None
☐ Missed Contact (2 years or less) ☐ Post-organ Transplantation ☐ Immunosuppression (not HIV/AIDS)

35. Immigration Status at First Entry to the U.S. *(select one)*

☐ Not Applicable
- "U.S.-born" (or born abroad to a parent who was a U.S. citizen)
- Born in 1 of the U.S. Territories, U.S. Island Areas, or U.S. Outlying Areas

☐ Immigrant Visa ☐ Tourist Visa ☐ Asylee or Parolee
☐ Student Visa ☐ Family/Fiancé Visa ☐ Other Immigration Status
☐ Employment Visa ☐ Refugee ☐ Unknown

36. Date Therapy Started

Month ☐☐ Day ☐☐ Year ☐☐☐☐

37. Initial Drug Regimen *(select one option for each drug)*

	No	Yes	Unk		No	Yes	Unk		No	Yes	Unk
Isoniazid	☐	☐	☐	Ethionamide	☐	☐	☐	Moxifloxacin	☐	☐	☐
Rifampin	☐	☐	☐	Amikacin	☐	☐	☐	Cycloserine	☐	☐	☐
Pyrazinamide	☐	☐	☐	Kanamycin	☐	☐	☐	Para-Amino Salicylic Acid	☐	☐	☐
Ethambutol	☐	☐	☐	Capreomycin	☐	☐	☐	Other	☐	☐	☐
Streptomycin	☐	☐	☐	Ciprofloxacin	☐	☐	☐	*Specify* _____			
Rifabutin	☐	☐	☐	Levofloxacin	☐	☐	☐	Other	☐	☐	☐
Rifapentine	☐	☐	☐	Ofloxacin	☐	☐	☐	*Specify* _____			

Comments:

Patient's Name _____ (Last) (First) (MI)

Street Address _____ (Number, Street, City, State) (ZIP CODE)

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Centers for Disease Control and Prevention
National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Initial Drug Susceptibility Report

(Follow Up Report – 1)

Year Counted	State Case Number	City/County Case Number

Submit this report for all culture-positive cases.

38. Genotyping Accession Number

Isolate submitted for genotyping *(select one)*: ☐ No ☐ Yes

If YES, genotyping accession number for episode

39. Initial Drug Susceptibility Testing

Was drug susceptibility testing done? *(select one)* ☐ No ☐ Yes ☐ Unknown

If NO or UNKNOWN, do not complete the rest of Follow Up Report –1

If YES, enter date FIRST specimen collected on which initial drug susceptibility testing was done:

Month Day Year

Enter specimen type: ☐ Sputum

OR

If not Sputum, enter anatomic code *(see list)*:

40. Initial Drug Susceptibility Results *(select one option for each drug)*

	Resistant	Susceptible	Not Done	Unknown
Isoniazid	☐	☐	☐	☐
Rifampin	☐	☐	☐	☐
Pyrazinamide	☐	☐	☐	☐
Ethambutol	☐	☐	☐	☐
Streptomycin	☐	☐	☐	☐
Rifabutin	☐	☐	☐	☐
Rifapentine	☐	☐	☐	☐
Ethionamide	☐	☐	☐	☐
Amikacin	☐	☐	☐	☐
Kanamycin	☐	☐	☐	☐

	Resistant	Susceptible	Not Done	Unknown
Capreomycin	☐	☐	☐	☐
Ciprofloxacin	☐	☐	☐	☐
Levofloxacin	☐	☐	☐	☐
Ofloxacin	☐	☐	☐	☐
Moxifloxacin	☐	☐	☐	☐
Other Quinolones	☐	☐	☐	☐
Cycloserine	☐	☐	☐	☐
Para-Amino Salicylic Acid	☐	☐	☐	☐
Other	☐	☐	☐	☐
Specify _____				
Other	☐	☐	☐	☐
Specify _____				

Comments:

Patient's Name _____ (Last) (First) (M.I.)

Street Address _____ (Number, Street, City, State) (ZIP CODE)

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Centers for Disease Control and Prevention
National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Case Completion Report (Follow Up Report – 2)

Year Counted ☐☐☐☐

State Case Number ☐☐☐☐ ☐☐ ☐☐☐☐☐☐☐☐☐

City/County Case Number ☐☐☐☐ ☐☐ ☐☐☐☐☐☐☐☐☐

Submit this report for all cases in which the patient was alive at diagnosis.

41. Sputum Culture Conversion Documented *(select one)* ☐ No ☐ Yes ☐ Unknown

If YES, enter date specimen collected for FIRST consistently negative sputum culture.

Month ☐☐ Day ☐☐ Year ☐☐☐☐

If NO, enter reason for not documenting sputum culture conversion *(select one)*:

☐ No Follow-up Sputum Despite Induction ☐ Patient Refused ☐ Patient Lost to Follow-Up

☐ No Follow-up Sputum and No Induction ☐ Other *Specify* _____

☐ Died ☐ Unknown

42. Moved

Did the patient move during TB therapy? *(select one)* ☐ No ☐ Yes

If YES, moved to where *(select all that apply)*:

☐ In state, out of jurisdiction *(enter city/county)* *Specify* _____ *Specify* _____

☐ Out of state *(enter state)* *Specify* _____ *Specify* _____

☐ Out of the U.S. *(enter country)* *Specify* _____ *Specify* _____

If moved out of the U.S., transnational referral? *(select one)* ☐ No ☐ Yes

43. Date Therapy Stopped

Month ☐☐ Day ☐☐ Year ☐☐☐☐

44. Reason Therapy Stopped or Never Started *(select one)*

☐ Completed Therapy ☐ Not TB

☐ Lost ☐ Died

☐ Uncooperative or Refused ☐ Other

☐ Adverse Treatment Event ☐ Unknown

If DIED, indicate cause of death *(select one)*:

☐ Related to TB disease ☐ Unrelated to TB disease

☐ Related to TB therapy ☐ Unknown

45. Reason Therapy Extended >12 months *(select all that apply)*

☐ Rifampin Resistance ☐ Non-adherence ☐ Clinically Indicated – other reasons

☐ Adverse Drug Reaction ☐ Failure ☐ Other *Specify* _____

46. Type of Outpatient Health Care Provider *(select all that apply)*

☐ Local/State Health Department (HD) ☐ IHS, Tribal HD, or Tribal Corporation ☐ Inpatient Care Only ☐ Unknown

☐ Private Outpatient ☐ Institutional/Correctional ☐ Other

Comments:

_____

_____

_____

_____

Centers for Disease Control and Prevention
National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention

FORM APPROVED OMB NO. 0920-0026 Exp. Date 12/30/2019

REPORT OF VERIFIED CASE OF TUBERCULOSIS

Case Completion Report - *Continued*

(Follow Up Report – 2)

47. Directly Observed Therapy (DOT) *(select one)*

- ☐ No, Totally Self-Administered
- ☐ Yes, Totally Directly Observed
- ☐ Yes, Both Directly Observed and Self-Administered
- ☐ Unknown

Number of weeks of directly observed therapy (DOT) ☐☐☐

48. Final Drug Susceptibility Testing

Was follow-up drug susceptibility testing done? *(select one)* ☐ No ☐ Yes ☐ Unknown

If NO or UNKNOWN, do not complete the rest of Follow Up Report –2

If YES, enter date FINAL specimen collected on which drug susceptibility testing was done:

Month ☐☐ Day ☐☐ Year ☐☐☐☐

Enter specimen type ☐ Sputum

OR

If not Sputum, enter anatomic code *(see list)*: ☐☐

49. Final Drug Susceptibility Results *(select one option for each drug)*

	Resistant	Susceptible	Not Done	Unknown
Isoniazid	☐	☐	☐	☐
Rifampin	☐	☐	☐	☐
Pyrazinamide	☐	☐	☐	☐
Ethambutol	☐	☐	☐	☐
Streptomycin	☐	☐	☐	☐
Rifabutin	☐	☐	☐	☐
Rifapentine	☐	☐	☐	☐
Ethionamide	☐	☐	☐	☐
Amikacin	☐	☐	☐	☐
Kanamycin	☐	☐	☐	☐

	Resistant	Susceptible	Not Done	Unknown
Capreomycin	☐	☐	☐	☐
Ciprofloxacin	☐	☐	☐	☐
Levofloxacin	☐	☐	☐	☐
Ofloxacin	☐	☐	☐	☐
Moxifloxacin	☐	☐	☐	☐
Other Quinolones	☐	☐	☐	☐
Cycloserine	☐	☐	☐	☐
Para-Amino Salicylic Acid	☐	☐	☐	☐
Other	☐	☐	☐	☐
Specify _____				
Other	☐	☐	☐	☐
Specify _____				

Comments:

SAP # 4100085638

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.

Appendix B - Attachment 1

INVOICE

Invoices should be sent to:

Department of Health
Division of TB & STD
67TBSTD
PO Box 69183
Harrisburg, PA 17106

10-FA-6.1, 10-FA-7.1,
10-FA-8.1, 10-FA-9.1,
10-FA-10.1, 10-FA-11.1

Revised 5/12

Payee Name and Address	**Date**
York City Bureau of Health P.O. Box 509 York, PA 17405-0509	**Current Billing Period**
SAP Vendor Number 138884-010	**Invoice Number**
Telephone Number 717-854-7724	**SAP Document Number** 4100085638

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
SAP #4100085638
July 1, 2020 to June 30, 2021

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	2,301.45	-	2,301.45
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	1,296.65	-	1,296.65
VII. TRAVEL	555.00	-	555.00
VIII. OTHER COSTS	1,598.90	-	1,598.90
TOTAL	5,752.00	-	5,752.00

Appendix C

BUDGET SUMMARY

York City Bureau of Health
SAP #4100085638
July 1, 2020 - June 30, 2021

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	2,301.45	-	2,301.45
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	1,296.65	-	1,296.65
VII. TRAVEL	555.00	-	555.00
VIII. OTHER COSTS	1,598.90	-	1,598.90
TOTAL	5,752.00	-	5,752.00

Appendix C
York City Bureau of Health
SAP #4100085638
July 1, 2020 - June 30, 2021

Categories			Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
			State Funds 7/1/20-6/30/21	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
I. PERSONNEL SERVICES								
A. Staff Personnel	Hourly Rate	Number of Hours						
7/1/20 - 12/31/20								-
Community Health Nurse	28.25	30.00	847.50					847.50
								-
1/1/21 - 6/30/21								-
Community Health Nurse	28.45	26.00	739.70					739.70
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
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								-
								-
								-
								-
								-
								-
								-
								-
								-
		Sub-Total	1,587.20	-	-	-	-	1,587.20

Appendix C
York City Bureau of Health
SAP #4100085638
July 1, 2020 - June 30, 2021

Categories			Original Budget State Funds 7/1/20-6/30/21	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Amendment Type & Number (Enter Funding Source)	Total Budget
B. Fringe Benefits								
	Salary	Rate						
7/1/20 - 12/31/20	-							-
Community Health Nurse	847.50	45.00%	381.38					381.38
	-							-
1/1/21 - 6/30/21	-							-
Community Health Nurse	739.70	45.00%	332.87					332.87
	-							-
	-							-
	-							-
	-							-
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	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
Specify the benefits included in this rate:								
FICA, Insurance allocations - including liability,								
workman's comp, health ins., life insurance,								
public official, etc.								
		Sub-Total	714.25	-	-	-	-	714.25
		Total	2,301.45	-	-	-	-	2,301.45

Appendix C
York City Bureau of Health
SAP #4100085638
July 1, 2020 - June 30, 2021

Categories			Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
			State Funds 7/1/20-6/30/21	(Enter Funding Source)	(Enter Funding Source)	(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
SAP #4100085638
July 1, 2020 - June 30, 2021

Categories	Original Budget State Funds 7/1/20-6/30/21	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Amendment Type & Number (Enter Funding Source)	Total Budget
IV. PATIENT SERVICES						
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	-	-	-	-	-	-

	Quantity	Unit Cost						
V. EQUIPMENT								
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total			-	-	-	-	-	-

Appendix C
York City Bureau of Health
SAP #4100085638
July 1, 2020 - June 30, 2021

Categories	Original Budget State Funds 7/1/20-6/30/21	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Amendment Type & Number (Enter Funding Source)	Total Budget
VI. SUPPLIES						
Office supplies	120.00					120.00
Medical supplies	1,176.65					1,176.65
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	1,296.65	-	-	-	-	1,296.65
VII. TRAVEL						
Mileage	300.00					300.00
Lodging	175.00					175.00
Subsistence	80.00					80.00
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	555.00	-	-	-	-	555.00

Appendix C
York City Bureau of Health
SAP #4100085638
July 1, 2020 - June 30, 2021

Categories	Original Budget State Funds 7/1/20-6/30/21	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Amendment Type & Number (Enter Funding Source)	Total Budget
VIII. OTHER COSTS						
Training registration fees	125.00					125.00
Rent	1,200.00					1,200.00
Indirect costs (up to 5% of all of the above)	273.90					273.90
						-
						-
						-
						-
						-
						-
						-
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						-
						-
						-
						-
						-
						-
Total	1,598.90	-	-	-	-	1,598.90
TOTAL	5,752.00	-	-	-	-	5,752.00

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Appendix D

PROGRAM SPECIFIC PROVISIONS

I. CONFIDENTIALITY PROVISIONS

A. The Grantee shall abide by any and all confidentiality laws and regulations pertaining to the information obtained under this Grant Agreement. Particularly, the Grantee shall comply with the Confidentiality of HIV-Related Information Act (Act 148), 35 P.S. Section 7601 et seq., the Disease Prevention and Control Law of 1955, 35 P.S. §521.1, 521.15, and state and federal laws and regulations relating to confidentiality of drug and alcohol abuse treatment information. See 71 P.S. §§ 1690.101, 1690.108; 4 Pa. Code § 255.5; 42 U.S.C. § 290 dd-1; and 42 C.F.R. part 2. The Grantee shall further ensure that all sub-grantees funded by this Grant Agreement comply with said confidentiality laws and regulations.

This Paragraph I supplements Paragraph 23 of the Standard General Terms and Conditions ("Confidentiality, Sensitive Documents and Information") which are incorporated by reference to this document.

B. All client counseling and testing information obtained by the Grantee shall be kept confidential. The Grantee shall provide the option of anonymous HIV counseling and testing to all clients seeking HIV CTR (Counseling Testing and Referral) services. The Grantee shall conduct counseling and testing, including face-to-face post-test counseling, in accordance with the Confidentiality of HIV-Related Information Act, 35 P.S. §7601 et seq. (Act 148), in general, and 35 P.S. §7605 in particular.

C. The Grantee shall take special measures to ensure confidentiality of records, including storing of records in secure, locked cabinets; monitoring the confidential storage of records; and using any coded names, number sequences, or other methods of identification that assure anonymity of the client.

D. The Grantee shall only release HIV test results and any related HIV information from HIV counseling and testing records in accordance with Act 148 and as required pursuant to the Disease Prevention and Control Law of 1955 and the Department's regulation at 28 Pa. Code Ch. 27, promulgated under that law.

E. The Grantee shall ensure through written agreement, and ongoing reporting and monitoring that sub-grantees comply with the provisions of this Appendix D, Paragraph II.

II. ADDITIONAL REQUIREMENTS FOR COUNSELING, TESTING AND REFERRAL (CTR)

A. The Grantee shall provide HIV testing according to the "Revised Guidelines for HIV Counseling, Testing and Referral" (Revised CTR Guidelines) issued in November 2001 by the Centers for Disease Control and Prevention (CDC) and in accordance with the 2006 CDC Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings (Revised Recommendations). Any HIV-related test shall be preceded by an explanation of the test, including its purpose, potential uses, limitations, and meaning of the results (pre-test information). The CDC Revised CTR Guidelines and Revised Recommendations and any updates are incorporated herein by reference. The Grantee acknowledges being familiar with and having a copy of the Revised CTR Guidelines and Revised Recommendations.

B. The Grantee shall not participate in mandatory testing programs.

C. The Grantee may, if a Department designated and approved provider, perform rapid HIV tests. When applicable, the Grantee shall provide rapid testing according to the protocols

and procedures established in the Department's Rapid Testing Manual, which is incorporated by reference herein. The Grantee hereby acknowledges being familiar with and having a copy of the Rapid Testing Manual in its possession. The Department may, by written notice to the Grantee, modify or replace the Rapid Testing Manual.

III. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

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

The Grantee agrees:

A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Grant Agreement or any subgrant Agreement, Contract, or subcontract, the Grantee, a subgrantee, a Contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable Federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

B. The Grantee, any subgrantee, Contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against or intimidate any of its employees.

C. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, in the provision of services under the Grant Agreement, subgrant Agreement, Contract or subcontract.

D. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act, Pennsylvania Labor Relations Act* or *National Labor Relations Act,* as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

E. The Grantee, any subgrantee, Contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Grant services are performed shall satisfy this requirement for employees with an established work site.

F. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against any subgrantee, Contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.

G. The Grantee and each subgrantee, Contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, Contractor and subcontractor further represents that is has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964,* as amended, that have 100 or more employees and employers that have Federal government Contracts of first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any Contractor or any

subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

H. The Grantee, any subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant Agreement, Contract or subcontract so that those provisions applicable to subgrantees, Contractors or subcontractors will be binding upon each subgrantee, Contractor or subcontractor.

I. The Granter's and each subgrantee's, Contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, Contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

J. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

IV. 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 IV, 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.

V. 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 (3rd) 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.