



May 18, 2020

Dear Potential Applicant:

You are invited to submit an application to the Pennsylvania Department of Health in accordance with the enclosed Request for Applications (RFA) #67-105.

All questions regarding this RFA must be directed by e-mail to leiggordon@pa.gov, no later than **June 1, 2020**. All questions must include the specific section of the RFA about which the potential applicant is questioning. Answers to all questions will be posted at www.emarketplace.state.pa.us. Click on 'Solicitations' and search for the above RFA number.

Please submit one original and 12 complete copies of your application, (Part 2 of this RFA) in a sealed package to the address below. Applications cannot be delivered in person. Applications must be received by U.S. mail, delivery service or email at the following address no later than 2:30 p.m. on Wednesday, **July 1, 2020**. The email address for electronic applications is RA-DHHEALTH_DEPT_DOC@pa.gov.

RFA #67-105
Director, Office of Procurement
Room 816, Health and Welfare Building
625 Forster Street
Harrisburg, Pennsylvania 17120-0701

LATE APPLICATIONS WILL NOT BE ACCEPTED REGARDLESS OF THE REASON.

Please write "APPLICATION ENCLOSED RFA #67-105" in large block letters on the envelope or overnight/priority mail label.

We expect that the evaluation of applications and the selection of grantees will be completed within eight weeks of the submission due date.

Sincerely,

Lori Diehl

Lori Diehl
Director
Office of Procurement

Digitally signed by Lori Diehl
Date: 2020.05.13
14:52:34 -04'00'

Enclosure

Request for Application

Centering Pregnancy Expansion Program

RFA Number

67-105

Date of Issuance

May 18, 2020

Issuing Office: Pennsylvania Department of Health
Office of Procurement
Room 816, Health and Welfare Building
625 Forster Street
Harrisburg, Pennsylvania 17120-0701

RFA Project Officer: Leigh Gordon
Pennsylvania Department of Health
Bureau of Family Health
Division of Child and Adult Health Services
625 Forster St
Health and Welfare Building, 7th Floor East Wing
Email address: leiggordon@pa.gov

Centering Pregnancy Expansion Program

CONTENTS

<i>Part One: General Information</i>	1
A. Information for Applicants.....	2
B. Application Procedures	4
1. General	4
2. Evaluation of Applications	4
3. Awards.....	5
4. Deliverables	6
5. Reporting Requirements.....	7
C. Application Instructions and Required Format.....	7
1. Application Instructions	7
2. Application Format	8
3. Budget Definitions	9
<i>Part Two: Title of Application</i>	10

Application Forms and Attachments

- I. Mailing Label
- II. Cover page
- III. Certifications
- IV. Work Statement
- V. Budget Template is downloadable and is attached for completion of the budget request.

Any Grant resulting from this RFA will include certain standard terms and conditions, which will either be attached as paper appendices or incorporated by reference and may be found at <http://www.health.pa.gov/vendors>. These terms and conditions are listed below:

- Payment Provisions (Rev. 5/12)
- Program Specific Provisions
- Standard General Terms and Conditions (Rev. 2/15)
- Audit Requirements (Rev. 7/13)
- Commonwealth Travel and Subsistence Rates (Rev. 4/12)
- Federal Lobbying Certification and Disclosure (Rev. 12/05)
- Pro-Children Act of 1994 (Rev. 12/05)
- Maternal and Child Health Block Grant Provisions (Rev. 12/05)

PART ONE

Centering Pregnancy Expansion Program

General Information

A. Information for Applicants

The Pennsylvania Department of Health (Department) is responsible for administering the Title V Maternal and Child Health (MCH) Services Block Grant for Pennsylvania. The Title V Block Grant program was established as part of the 1935 Social Security Act and is administered at the Federal level by the Health Resources and Services Administration (HRSA). The mission of the Title V Block Grant is to improve the health and well-being of the nation's mothers, infants, children and youth, including children and youth with special health care needs, and their families.

Every five years the Department conducts a comprehensive Needs and Capacity Assessment to gauge the strengths and needs of the state's MCH population and related services. As a result of the 2020 Needs and Capacity Assessment, the Department identified seven priorities on which to focus for the next five years. The work of this RFA will address the following priority: Reduce or improve maternal morbidity and mortality, especially where there is inequity.

The Centering Pregnancy Expansion Program aims to reduce healthcare disparities, promote healthy behaviors, improve pregnancy outcomes and reduce maternal and infant mortality. In Pennsylvania in 2016, 27.5 % of women did not receive prenatal care during the first trimester. Racial disparities for prenatal care during the first trimester exist with 40.2% of African American women and 37.5% of Hispanic women not receiving prenatal care, compared to 23.3% of white women not receiving care.¹

The Centering Healthcare Institute (CHI) utilizes an evidence-based model of group care that focuses on the patient. The CHI encompasses the following group care programs: Centering Pregnancy, Centering Parenting, and Centering Healthcare. Centering Pregnancy has proven to have a positive impact on health outcomes and reducing racial health disparities. Centering Pregnancy outcomes show a 33% to 47% decreased risk of preterm birth, greater readiness for birth and infant care, better attendance at prenatal and post-partum visits, higher breastfeeding rates, and improved satisfaction scores². Families that attend Centering Parenting have better attendance at their postpartum and well child visits and increased time with their healthcare provider which leads to more positive outcomes such as prolonged breastfeeding and higher immunization rates.³

Through this RFA process, the Department is soliciting Grant applications on Centering Pregnancy expansion programs from Pennsylvania institutions and organizations. The Department is interested in funding the expansion of an already established Centering Pregnancy Program (CPP). Applicants must already have an established CPP which has consistent program enrollment and follows the CPP model of care, to apply. Examples of program expansion include but are not limited to: Centering Parenting, CPP groups for special populations (women with Substance Use Disorder, disparate populations), or additions to the organization's or institution's current CPP such as mental health services or dental care. The overall goal of this funding is to promote healthy behaviors in an effort to improve pregnancy outcomes and reduce infant mortality. The anticipated Grant Agreement term is Oct. 1, 2020 to June 30, 2023, subject to the availability of funding.

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

1. In the event of a renewal, the Department may choose to renew the Grant Agreement as follows:
 - a) At the Grant Agreement's original terms or conditions; or
 - b) To increase or decrease the Grant amount or salaries, hourly wages or fringe benefits to reflect cost increases so long as that increase does not exceed 10% of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in the scope of work of the original Agreement in the renewal; or
 - c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original Grant Agreement, including SAFs, Funding Reduction Change Orders, Budget Revisions, or formal Amendments. The increase or decrease of work shall be limited to deliverables established in the amendment. Nothing in this paragraph shall be read to permit the scope of work of the Grant Agreement to be changed.
2. The Department is not obligated to increase the amount of the Grant award.
3. Any renewal terms are subject to the other provisions of this Grant Agreement, and the availability of funds.

Applications are welcomed from Pennsylvania institutions and organizations with an already established CPP with the capability to provide expanded CPP services that adhere to the CPP group prenatal model. Additional information about how to apply, relevant and specific restrictions, and stated preferences regarding applicants are noted and outlined in Section B. Applicants are encouraged to be innovative and creative in their approach.

This RFA provides interested institutions, organizations and persons with information to prepare and submit applications to the Department. Questions about this RFA can be directed to leiggordon@pa.gov, no later than June 1, 2020. Answers to all questions will be posted at www.emarketplace.state.pa.us. Each applicant shall be responsible to monitor the website for new or revised RFA information. The Department shall not be bound by any information that is not either contained within the RFA or formally issued as an addendum by the Department.

In order to do business with the Commonwealth of Pennsylvania providers are required to enroll in the SAP system. Applicants may enroll at www.vendorregistration.state.pa.us/ or by calling toll free at 1-877-435-7363 or locally at 717-346-2676.

B. Application Procedures

1. General

- a) Applications must be received by the Department by the time and date stated in the cover letter. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which applications are to be returned is closed on the application response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Department otherwise notifies Applicants. The hour for submission of applications shall remain the same. The Department will reject, unopened, any late applications.
- b) If it becomes necessary to revise any part of the application guidelines, an amendment will be posted on the DGS website.
- c) The decision of the Department with regard to selection of applicants is final. The Department reserves the right to reject any and all applications received as a result of this request and to negotiate separately with competing applicants.
- d) Awarded applicants shall not be permitted to issue news releases pertaining to this project prior to official written notification of award by the Department review committee. Any subsequent publication or media release issued by the awarded applicant throughout the life of the Grant using funding from this Grant must acknowledge the Department as the granting agency, and be approved in writing by the Department.

2. Evaluation of Application

All applications meeting stated requirements in this RFA and received by the designated date and time, will be reviewed by a committee of qualified personnel selected by the Department. The Review Committee will recommend applications that most closely meet the evaluation criteria developed by the Department. If the Review Committee needs additional clarification of an application, Division of Child and Adult Health Services staff and staff from the Office of Procurement will schedule an oral presentation, either in person or via a conference call, and/or assign a due date for the submission of a written clarification.

Evaluation criteria used by the Review Committee, include:

- a) **Statement of the Problem:** Applicants shall describe the nature and scope of the problem that the expanded program will address and clearly specify the target population and the identified needs of their community. Applicants must describe any research or evaluation studies that relate to the problem and contribute to the applicant's understanding of its causes and possible solutions.
- b) **Goals and Objectives:** Applicants shall describe and outline the project's goals and objectives. In this section, applicants must explain how the program will accomplish its goals and objectives. Objectives must be specific, quantifiable statements of the project's desired results and be measurable. Applicants shall describe how the expanded program will

be monitored and evaluated to ensure goals and objectives are being met. Additionally, applicants shall include a plan as to how data and the progress of program goals and objectives will be measured and tracked.

- c) **Program Design and Implementation:** Applicants shall describe the program's intent to improve maternal and infant health outcomes through the expansion of their established CPP. Applicants shall detail how the project will operate through the Grant cycle including program planning activities and how all program deliverables will be met. Applicants shall describe how their program will be implemented, including number of participants they aim to serve, as well as planned program activities and measures and their rationale. Applicant shall identify specific and detailed plans for the program, planned activities, and measures created by the applicant to include the rationale of these measures and activities. Applicants shall include how program implementation will be cost-effective, using the minimum amount of resources to achieve the goals and objectives. Applicants shall designate staff to serve on the project, including a designated coordinator for the expansion of services. Additionally, applicants shall detail potential barriers and how they will overcome barriers as part of a continuous quality improvement process.
- d) **Timeline:** Applicants shall include a timeline for the implementation of the proposed program. The timeline must describe major tasks associated with the goals of this project, assign responsibility for each, and plot completion of each task by month or quarter for the duration of the award. The timeline must also provide anticipated start and end dates for each CPP group.
- e) **Capabilities and Competencies:** Applicants shall include a description of the characteristics and qualifications of the organization(s) that will be implementing the program and delivering services. Describe the applicant's qualifications relating to the requirements described herein, and include a description of the applicant's organizational capacity to serve the target population. Address the applicant's history of providing Centering Pregnancy as well as the applicant's work within racially/ethnically diverse settings. The CPP's expansion coordinator's role and related personnel shall be well defined and include their qualifications and include their experience working with the targeted population.
- f) **Budget Detail and Budget Narrative:** The applicant shall accurately complete the budget template (with an overall summary and summary with budget details for each year) and demonstrate a reasonable, cost-effective budget for the work proposed and appropriate for the need within the areas to be served. A budget narrative must be provided and include justification supporting the need to allocate funds for items in the spreadsheet of the itemized budget.

3. Awards

Grants will be administered through the Department.

All applicants will receive official written notification of the status of their application from the Department. Unsuccessful applicants may request a debriefing. This request must be in writing and

must be received by the Division of Child and Adult Health Services within 30 calendar days of the written official notification of the status of the application. The Division of Child and Adult Health Services will determine the time and place for the debriefing. The debriefing will be conducted individually by the Division of Child and Adult Health Services staff. Comparison of applications will not be provided. Applicants will not be given any information regarding the evaluation other than the position of their application in relation to all other applications and the strengths and weaknesses in their individual application.

4. Deliverables

- a) Awarded applicants must have the capacity to offer expanded services of their CPP. Awarded applicants are responsible for developing, implementing, and evaluating expanded services.
- b) Awarded applicants shall develop their expanded program to ensure that potential participants in their targeted community are aware of the expanded services that the program will offer.
- c) Awarded applicants shall require that the CPP coordinator or manager and any necessary staff attend trainings necessary to the needs of the awarded applicants and essential for CPP expansion services. These may include but not be limited to Centering Healthcare Institute trainings, subject matter trainings or certifications.
- d) The Bureau of Family Health (BFH) is committed to the mitigation and elimination of health disparities in Pennsylvania's maternal, infant, child, and adolescent population. Awarded applicants shall incorporate measurable health equity components into their expanded program model. Applicants shall describe ways they will implement and measure these health equity components. The awarded applicant shall:
 - 1) Develop a plan to identify, address, and eliminate health disparities in the populations served by Title V within the first year of the Grant Agreement.
 - 2) Align their work with the goals and strategies of the *National Stakeholder Strategy for Achieving Health Equity* throughout the duration of the Grant Agreement. The *National Stakeholder Strategy for Achieving Health Equity* goals and strategies can be found at <https://minorityhealth.hhs.gov/npa/files/Plans/NSS/CompleteNSS.pdf>
 - 3) Participate in local, regional, and statewide efforts and initiatives to mitigate or eliminate health disparities as requested by the BFH throughout the duration of the Grant Agreement. Participation may be in person, via telephone or via webinar.
 - 4) Include in all reports a brief summary of work plan activities conducted during required reporting periods throughout the duration of the Grant Agreement.
- e) Awarded applicants shall participate in client satisfaction data collection and reporting activities as established by the Department, including collecting and reporting feedback

from the awarded applicant's clients to improve CPP services.

5. Reporting Requirements

- a) The awarded applicant(s) shall be required to submit quarterly reports to the Department within 30 calendar days of the quarter ending. Quarterly reports shall include a narrative detailing the activities that have been completed with the Grant funding along with data on the number of women served and data for any outcome measures developed by the Department.
- b) The awarded applicants shall submit written annual reports to the Department within 60 calendar days of each Grant year ending. Annual reports shall, at a minimum, identify if activities are proceeding according to the project plan and explain any deviations from the project plan. Any changes to the scope or methodology of the project during the term of the Grant Agreement must be approved in writing by the Department.
- c) The awarded applicants shall be required to submit a final written report to the Department within 90 days following the end of the Grant Agreement. The final report shall summarize progress in accomplishing proposed tasks, obstacles to achieving goals and actions taken to overcome obstacles. Specific guidance for the final report will be issued by the Department
- d) The awarded applicants shall be required to inform the Department of any changes in key personnel.

C. Application Instructions and Required Format

1. Application Instructions

The following is a list of requirements.

- a) The applicant must submit one original and 12 complete copies of the application (Part Two of this RFA), if mailing.
- b) The application, including copies, must be in a sealed package, if mailing.
- c) The application may be received by email in lieu of mailing . Both forms of submission must be received by the date and time specified in the cover letter. Applicants mailing applications should allow sufficient mail delivery time to ensure timely receipt. **(Late applications will be rejected, regardless of the reason)**. If emailing, please note there is a 10MB size limitation per email. If your application exceeds 10MB, zip the file to reduce the size or submit multiple emails so the entire application is able to be received.
- d) The application must be submitted using the format described in subsection 2, below – Application Format.
- e) The Certifications Form must be completed and signed by an official authorized to bind the organization to the application.

Applicants are strongly encouraged to be brief and clear in the presentation of ideas.

2. Application Format

Applicants must follow the format as described below to complete Part Two of this RFA. Applications must be typewritten on 8 ½” by 11” paper, with a font size no smaller than 10 point and margins of at least ½ inch.

- a) **Cover Page** – Complete the form.
- b) **Certifications Form** – The Certifications Form must be completed and signed by an official authorized to bind the organization to the application.
- c) **Work Statement** – Provide a narrative description of the proposed methodology addressing the following topics:
 - i. The summary of application should not exceed 15 pages and must include the following:
 - A. Title of project
 - B. Objectives
 - C. Brief summary of project
 - D. Outline of anticipated results
 - E. Impact of project
 - ii. Statement of problem
 - iii. Objectives to be addressed with Grant funding
 - iv. Project plan, which lists tasks to be performed and timeline associated with each task

The work statement narrative must not exceed 15 pages. Letters of commitment, memorandums of understanding/memorandums of agreement, resumes or curriculum vitae and other attachments to support the work statement narrative are not included in the 15 page limit.

- d) **Budget** – Use the downloadable format to present the budget request. Instructions regarding completion of the budget can be found in the last worksheet of the downloadable excel budget file. The anticipated Grant Agreement term is Oct. 1, 2020 to June 30, 2023. The overall 33-month budget for the application shall not exceed \$300,000.00. The budget needs to contain an Overall Summary in addition to a Summary with Budget Details for each year.

Overall Summary	Oct. 1, 2020 to June 30, 2023	\$300,000.00
Year 1 Summary	Oct. 1, 2020 to June 30, 2021	\$100,000.00
Year 2 Summary	July 1, 2021 to June 30, 2022	\$100,000.00
Year 3 Summary	July 1, 2022 to June 30, 2023	\$100,000.00

The Department reserves the right to fund applicants at an amount less than requested if it is determined that an application can be implemented at a lower level funding.

See the Budget Definitions section below for more information.

3. Budget Definitions

Personnel: This budget category shall identify each position by job title, hourly rate, and the number of hours per year allocated to the project. Fringe benefits are to be shown as a separate line item by percentage and shall include a detailed listing of the benefits being covered.

Consultant Services: This budget category shall identify the services to be provided by each consultant including hourly rate and number of hours to be utilized under this Grant.

Subcontract Services: This budget category shall identify the services to be provided by each subcontractor under this Grant.

Patient Services: This budget category shall reflect funding dedicated for patient services.

Equipment: This budget category shall reflect the actual or projected cost of any equipment \$5,000 or greater. Justification for the purchase of any equipment must be included. Purchase of equipment is not a priority of the Department.

Supplies: This budget category shall reflect expected costs for general office supplies including personal computers and facsimile machines valued at less than \$5,000, needed to support this project.

Travel: This budget category shall include anticipated expenditures for travel including mileage, hotels and meals.

Other: This budget category shall be used for anticipated expenditures that do not fit into any of the other budget categories such as telephone, printing, postage, and indirect costs (overhead, general, and administrative). Indirect rates cannot exceed the provider's Federally approved indirect cost rate schedule. In the description area under OTHER COSTS include the % that the rate reflects, identify the budget categories to which the rate was applied, and list the specific items that the indirect is paying for.

¹ Pennsylvania Department of Health. Maternal and Child Health Indicators Pennsylvania. Available at https://www.health.pa.gov/topics/HealthStatistics/VitalStatistics/MaternalChildHealth/Documents/Maternal_and_Child_Health_Pennsylvania_2016.pdf. Accessed on October 11, 2019.

² Centering Healthcare Institute. Centering Pregnancy Overview. Available at <https://www.centeringhealthcare.org/why-centering>. Accessed on October 9, 2019.

³ Centering Healthcare Institute. Centering Parenting. Available at <https://www.centeringhealthcare.org/what-we-do/centering-parenting>. Accessed on October 9, 2019.

PART TWO

Pennsylvania Department of Health
Bureau of Family Health
Division of Child and Adult Health Services

Centering Pregnancy Expansion Program

Request for Applications (RFA) #67-105



Mailing Label:

THIS LABEL MAY BE USED FOR MAILING THE APPLICATION. THIS LABEL MAY BE CUT OUT AND FIRMLY AFFIXED TO THE APPLICATION PACKAGE, OR COPY THIS EXACT FORMAT FOR THE MAILING LABEL.

FROM:

APPLICATION ENCLOSED RFA 67-105

BID

TO: PA DEPARTMENT OF HEALTH
DIRECTOR, OFFICE OF PROCUREMENT
ROOM 816, HEALTH AND WELFARE BUILDING
625 FORSTER STREET
HARRISBURG, PA 17120-0701

COVER PAGE
Centering Pregnancy Expansion Program
RFA #67-105

Applicant Name: _____
(*Organization or Institution*)

Type of Legal Entity _____
(*Corporation, Partnership, Professional Corporation, Sole Proprietorship, etc.*)

Federal I.D.#: _____ **Grant Amount: \$** _____

SAP Vendor #: _____

Address: _____

City _____ **County** _____ **State** _____ **Zip Code** _____

Application Contact Person: _____

Title: _____

Telephone No.: _____ **Fax:** _____ **E-mail:** _____

Title of Project: _____

CERTIFICATIONS

1. Certification Regarding Debarment and Suspension

- a. The Contractor certifies, in writing, for itself and all its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the Federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the Federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other Agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth Contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

IF THE CONTRACTOR INTENDS TO USE ANY SUBCONTRACTORS, LIST THEIR NAMES(S), ADDRESS(ES), AND FEDERAL IDENTIFICATION OR SOCIAL SECURITY NUMBER(S) IN THE SPACE BELOW.

2. Certification Regarding Application/Proposal/Bid Validity

This application/proposal/bid shall be valid for a period of 60 days following the time and date designated for bid opening of applications/proposals/bids received in response to this Request for Application/Request for Proposal/Invitation for Bid #67-105.

BY SIGNING BELOW, THE APPLICANT, BY ITS AUTHORIZED SIGNATORY, IS BINDING ITSELF TO THE ABOVE TWO CERTIFICATIONS.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	ADDRESS OF ORGANIZATION
DATE SUBMITTED	CONTRACTOR'S FEDERAL I.D. OR S.S. NUMBER

Work Statement

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2c Work Statement for completion instructions.

Budget Template

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2d, Budget for completion instructions.

RFA #67-105

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.

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 (REV. 1/19)

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 Policies 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 (IFBs) 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.