



May 16, 2019

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) #67-77.

A pre-application conference will be held on June 11, 2019 at **10:00am in Conference Room A, 7th Floor East, Health and Welfare Building, 625 Forster Street, Harrisburg, PA 17120**. Since facilities are limited, it is requested that you limit your representation to two individuals. Applicant attendance is optional.

All questions regarding this RFA must be directed in writing to Amy Deiderick, Public Health Program Administrator, Bureau of Family Health/Division of Community Systems Development and Outreach, Pennsylvania Department of Health, 7th Floor East Wing, Health and Welfare Building, 625 Forster Street, Harrisburg, Pennsylvania 17120-0701, or by e-mail at adeiderick@pa.gov, no later than **June 4, 2019**. 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 eight complete copies of your application, (Part 2 of this RFA) in a sealed package to the address below. Your application must arrive in the designated room at the following address no later than 2:30 p.m. on Wednesday, **June 26, 2019**.

RFA #67-77

Director, Division of Public Health Procurement
Bureau of Procurement and Contract Management
Shared Services for Health and Human Services
Room 824, 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 #67-77" 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,

A handwritten signature in black ink, appearing to read 'Lori Diehl', written over a light blue horizontal line.

Lori Diehl
Director
Division of Public Health Procurement

Enclosure

Request for Application

Pre-Enrollment Assistance Program

RFA Number

67-77

Date of Issuance

May 16, 2019

Issuing Office:

Pennsylvania Department of Health
Bureau of Procurement and Contract Management
Shared Services for Health and Human Services
Division of Public Health Procurement
Room 824, Health and Welfare Building
625 Forster Street
Harrisburg, Pennsylvania 17120-0701

RFA Project Officer:

Amy Deiderick
Pennsylvania Department of Health
Bureau of Family Health
Division of Community Systems
Development and Outreach
7th Floor, East Wing, Health and Welfare Building
625 Forster Street
Harrisburg, PA 17120-0701
Email address: adeiderick@pa.gov

Pre-Enrollment Assistance Program

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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.
- VI. Form W-9 and Instructions

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

PART ONE

Pre-Enrollment Assistance Program RFA# 67-77

General Information

A. Information for Applicants

The Pennsylvania Department of Health (Department) administers the Head Injury Program (HIP), which is funded by the Emergency Medical Services Act of 1985. The HIP funds rehabilitation services for Pennsylvania residents over the age of 21 who have sustained a traumatic brain injury (TBI).

TBI (cranio-cerebral head trauma) is an occurrence of injury to the head (arising from blunt or penetrating trauma or from acceleration-deceleration forces) that is associated with any of these symptoms or signs attributed to the injury: decreased level of consciousness, amnesia, other neurologic or neuropsychologic abnormalities, skull fracture, diagnosed intracranial lesions, or death.¹

Data from the U.S. Centers for Disease Control and Prevention (CDC) show that of the 2.8 million individuals who sustain a TBI each year in the United States 50,000 die, 282,000 are hospitalized and 2.5 million (nearly 90%) are treated and released from an emergency department.² The number of people with TBI who are not seen in an emergency department or who receive no care is unknown. Falls, motor vehicle-traffic crashes and assaults are the leading causes of TBI. Males are 1.5 times more likely than females to sustain a TBI.³ Direct medical costs and indirect costs (such as lost productivity) of TBI totaled an estimated \$ 76.5 billion in the United States in 2010. The CDC has identified that at least 5.3 million people currently have a long-term or lifelong need for help to perform activities of daily living as a result of a TBI.⁴

Following a TBI, individuals may experience a wide range of physical, cognitive and psychological challenges. Many of these challenges can be addressed with rehabilitation through the HIP. In order to receive services through the HIP, an application process must be completed. Full and accurate completion of the application has been a difficult task for many individuals due to the cognitive challenges that may arise following a TBI. A person with TBI may be unable to focus, pay attention, or attend to more than one thing at a time. These symptoms may result in restlessness, being easily distracted, difficulty finishing a project, struggling with working on more than one task at a time, and trouble understanding and following directions.

1. Thurman DJ, Sniezek JE, Johnson D, et al., Guidelines for Surveillance of Central Nervous System Injury. Atlanta, GA: National Center for Injury Prevention and Control, Centers for Disease Control and Prevention, US Department of Health and Human Services, 1995.

2. Taylor CA, Bell JM, Breiding MJ, Xu L. Traumatic Brain Injury–Related Emergency Department Visits, Hospitalizations, and Deaths — United States, 2007 and 2013. *MMWR Surveill Summ* 2017;66(No. SS-9):1–16. DOI: <http://dx.doi.org/10.15585/mmwr.ss6609a1>

3. Langlois J, Rutland-Brown W, Thomas K. Traumatic Brain Injury in the United States, Emergency Department Visits, Hospitalizations, and Deaths. Centers for Disease Control and Prevention. October 2004

4. Thurman D, Alverson C, Dunn K, Guerrero J, Sniezek J. Traumatic brain injury in the United States: a public health perspective. *J Head Trauma Rehabil* 1999;14(6):602-615.

The Pre-enrollment Assistance Program, through Pre-Enrollment Assistance Coordinators (Coordinators), assists individuals with TBI and their family members in applying for brain injury services through the HIP and provides information regarding other brain injury services offered in Pennsylvania. The Coordinators are case managers, social workers or other related health care professionals who have specific experience working with individuals with TBI and are aware of the challenges they face. Each applicant of the HIP is assigned a Coordinator. Coordinators will be located throughout the Commonwealth and must be able to assist individuals with accessing other brain injury resources as needed within their geographic location. The Coordinator will assist the individual in the home or community with completing the application process needed to become enrolled in the HIP. Additionally, Coordinators will assist HIP applicants with initiating access to their medical records for the assessment portion of the HIP application.

The Coordinators work closely with the HIP Administrator to track the status of the applications. Due to the assistance received through the Pre-Enrollment Assistance Program, rates for application completion for the HIP have steadily increased. This results in more individuals accessing services available for essential brain injury rehabilitation.

Through this RFA process, the Pennsylvania Department of Health (Department) is soliciting applications for the Pre-Enrollment Assistance Program from Pennsylvania institutions and organizations. The Department is interested in funding case management applications addressing services focused on assistance in applying for rehabilitation services through the HIP and providing information on other resources available throughout Pennsylvania to individuals with TBI. The overall goal of this funding is to promote a statewide effort to increase eligibility for services provided through the HIP. The anticipated Grant Agreement term is Oct. 1, 2019 to June 30, 2022 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 5% of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in the scope of work of the original agreement in the renewal; or
 - c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original 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 non-profit organizations with expertise in brain injury. 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 Amy Deiderick, Public Health Program Administrator, Bureau of Family Health, Division of Community Systems Development and Outreach, Pennsylvania Department of Health, 7th Floor East, Health and Welfare Building, 625 Forster Street, Harrisburg, Pennsylvania 17120-0701 or by e-mail address at adeiderick@pa.gov, no later than June 4, 2019. 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

Grantee 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 Applications

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 Community Systems Development and Outreach, Head Injury Program staff and staff from the Division of Public Health Procurement will schedule an oral presentation and/or assign a due date for the submission of a written clarification.

Evaluation criteria used by the Review Committee include Applicant's Qualifications, Statement of the Problem, Soundness of the Approach, Feasibility and Timeline, Evaluative Measures and Budget.

- a) Applicant Qualifications:** This refers to the qualifications of the applicant. Qualifications of the applicant will be measured by prior experience and background working with individuals with TBI as well as experience in case management. Resumes of the personnel who will be assigned to completing the tasks related to this RFA must be provided. Applicants will be evaluated on whether sufficient personnel are available to carry out proposed activities.
- b) Statement of the Problem:** This refers to the applicant's ability to articulate their understanding of the needs of the Department, the population that the RFA addresses, and the nature and scope of the work involved. The applicant shall demonstrate an understanding of the needs of individuals with TBI. The applicant shall demonstrate a clear understanding of the need to provide HIP applicants and their families' education, resources and information. The applicant shall demonstrate an understanding of the need to assist individuals and families with the HIP application process.
- c) Soundness of Approach:** This refers to the applicant's technical approach to providing services and if it is responsive to all requirements of the RFA. Objectives must be clearly stated and demonstrate that the services provided are culturally, linguistically, and cognitively appropriate for the population being served. The applicant shall describe how they will provide services to individuals with TBI throughout Pennsylvania, address health disparities among individuals with TBI and demonstrate their knowledge regarding the HIP.
- d) Feasibility and Timeliness:** This refers to the applicant's ability to articulate a clear plan for what will be accomplished, including a step-by-step plan with timelines for accomplishing the specific deliverables. The application shall indicate that the objectives will be met within the proposed timeframe. The applicant's proposal shall clearly describe a feasible plan for implementing a method to provide services to HIP applicants.

- e) **Evaluative Measures:** This refers to the applicant's ability to articulate a clear plan for monitoring and evaluating the program. The proposal shall include a plan to provide pre-enrollment services to individuals throughout the state of Pennsylvania as well as, track the status of the application process and outcomes for the individuals referred. It must also include a plan to address health disparities in the TBI population as well administer client satisfaction surveys and report results.
- f) **Budget:** The budget template provided by the Department must be used and the budget should be reasonable for the work proposed. The budget must demonstrate that the applicant has dedicated funds for patient services.

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 Community Systems Development and Outreach/Head Injury Program within 30 calendar days of the written official notification of the status of the application. The Division of Community Systems Development and Outreach/Head Injury Program will determine the time and place for the debriefing. The debriefing will be conducted individually by Division of Community Systems Development and Outreach/Head Injury Program 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) The awarded applicant shall provide pre-enrollment assistance to a minimum of 350 HIP applicants each year of the Grant Agreement with a maximum of 20 hours of service per HIP applicant. Staff shall be retained across the Commonwealth and possess a valid driver's license so that HIP applicants from any area of the state can be conveniently visited in their home, or at an accessible location that is mutually agreed upon by the Grantee and the applicant.
- b) The Department's HIP Administrator will refer applicants to the Grantee. The Grantee may also receive referrals directly from other sources, including but not limited to, rehabilitation facilities, acute care hospitals, schools, and families. Referrals received by other sources shall be forwarded to the HIP Administrator by the Grantee. The Grantee shall not provide case management services to these referrals until they are contacted by the HIP Administrator.
- c) The awarded applicant shall complete the following after receiving a referral from the HIP:

- i. Assign a coordinator based on geographic location and proximity to the referral.
- ii. Contact HIP applicants by phone or letter to offer assistance with the completion of the HIP application within 10 calendar days from the referral date. The Grantee shall send a written request to the HIP Administrator if additional time is needed to complete the application.
- iii. If after three attempts to contact the HIP applicant, at different times of the day, on different days the Grantee is unable to contact the HIP applicant, the Grantee shall send a letter to the HIP applicant which lists the Grantee's toll-free number in the event the HIP applicant is interested in receiving pre-enrollment assistance services. If the HIP applicant does not respond to the letter, and it is 90 calendar days after the initial HIP application was sent, the Grantee shall contact the Department which will send the HIP applicant a final removal letter. The HIP applicant shall be listed as "unable to reach" for reporting purposes.
- iv. Conduct meetings with the HIP applicant, authorized representative or family members, at a mutually agreeable location by the Grantee and applicant.
- v. Perform an assessment of the alternative financial resources available to the HIP applicant.
- vi. Provide information on the HIP to the HIP applicant, authorized representative or family members.
- vii. Assist the HIP applicant, authorized representative or family members in determining the appropriate resources and programs to meet the HIP applicant's rehabilitation needs.
- viii. Provide information, referral, and contact information for the Community Health Choices Waiver for TBI services, the Omnibus Budget Reconciliation Act (OBRA) Waiver, the Independence Waiver, the Office of Vocational Rehabilitation (OVR), and other home and community-based services.
- ix. Assist the HIP applicant in initiating the process of accessing their medical records for purposes of a HIP assessment or for other program assessments or services.
- x. Assist the HIP applicant in contacting their physician to request a completed HIP physician statement and follow-up with the physician to ensure the HIP applicant receives the physician statement.
- xi. Assist the HIP applicant, their authorized representative or family members in the completion of the HIP application and all of its attachments. Tailor the process of completing the application to accommodate for any difficulty the applicant may

have complying with the requirements due to their disability. Modify or simplify HIP application questions if needed, to help access the information requested. As permitted by the applicant or authorized representative, check with family members after interviewing the HIP applicant to verify the history and assist in developing the most comprehensive set of records to complete the HIP application.

- xii. Assist the HIP applicant or their authorized representative in identifying and choosing a HIP rehabilitation provider in their geographic area for assessment and services.
 - xiii. Require Coordinators to communicate with the HIP Administrator on an ongoing basis to verify the status of the HIP application of each HIP applicant referred.
 - xiv. Require Coordinators to be able to access the Department's client database in order to make updates regarding client application status.
 - xv. Meet with the HIP Administrator monthly via phone to verify the status of the HIP application of each applicant referred.
 - xvi. Maintain confidentiality of HIP applicant information as required by the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). In the event of HIPAA or HITECH violations, the Department has the right to terminate this contract.
 - xvii. Perform other related activities as requested in writing by the HIP administrator.
- d) The awarded applicant shall employ or subcontract adequate staff to perform the pre-enrollment assistance services listed in Section B.4. to a minimum of 350 individuals each state fiscal year of the Grant Agreement.
 - e) The awarded applicant shall obtain the Department's prior written approval before using any subcontractor.
 - f) The awarded applicant shall require case managers, social workers, or related health care professionals have a minimum of three years of experience in TBI case management, counseling, or information and service referral; are over the age of 18; and possess a valid Pennsylvania driver's license.
 - g) The awarded applicant shall complete the following education and advocacy activities:
 - i. Provide in-service TBI educational training for the Grantee's staff and subcontract staff on an annual basis and when a new coordinator is hired.

- ii. Provide in-services training on HIPAA and HITECH for the Grantee's staff and subcontract staff on annual basis and when a new coordinator is hired.
 - iii. Complete training provided by the Department on the client database used for tracking applications.
 - iv. Provide information on self-advocacy to empower HIP applicants.
 - v. Provide information to HIP applicants on how to connect with Pennsylvania Protection and Advocacy.
- h) The awarded applicant shall participate in client satisfaction data collection and reporting activities as established by the Department, including collecting and reporting feedback from the awarded applicants and the awarded applicant's clients to improve the services for the Pennsylvania's maternal, infant child and adolescent populations.
 - i) The awarded applicant shall outline a plan to address health disparities among individuals with TBI.

5. Reporting Requirements

- a) The awarded applicant shall submit a quarterly report including obstacles and activities to the Department within 30 calendar days after the end of the quarter. Any changes to the scope or methodology of the pre-enrollment assistance coordination activities during the term of the Grant Agreement must be approved in writing by the Department.
- b) The awarded applicant shall submit an annual written report within 45 calendar days after the end of the state fiscal year. The annual report shall summarize pre-enrollment coordination activities throughout the Grant year.
- c) The awarded applicant shall request written approval from the Department prior to any changes in key personnel.
- d) The awarded applicant shall collect and report client satisfaction data measuring the quality of customer relationships and services, including feedback from the awarded applicant and the awarded applicant's clients to the Department on an annual basis, in a format to be approved by the Department. Data will be collected using forms, surveys, focus groups or other methods approved by the Department.

C. Application Instructions and Required Format

1. Application Instructions

The following is a list of requirements.

- a) The applicant must submit one original and eight complete copies of the application (Part Two of this RFA).
- b) The application, including copies, must be in a sealed package.
- c) The application must be received by mail or in person at Division of Public Health Procurement 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).**
- 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 two 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 including two-page summary should not exceed 20 pages.

d) **Budget** – Use the downloadable format to present your 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 10/01/19-06/30/22. The overall 33-month budget for the application shall not exceed \$275,000.00. Your budget needs to contain an Overall Summary in addition to a Summary with Budget Details for each year.

Overall Summary Oct. 1, 2019 to June 30, 2022	\$275,000.00
Year 1 Summary Oct. 1, 2019 to June 30, 2020	\$75,000.00
Year 2 Summary July 1, 2020 to June 30, 2021	\$100,000.00
Year 3 Summary July 1, 2021 to June 30, 2022	\$100,000.00

See the Budget Definitions section below for more information.

3. **Budget Definitions**

Personnel: The personnel section 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.

PART TWO

Pennsylvania Department of Health
Bureau of Family Health
Division of Community Systems Development
and Outreach

Pre-Enrollment Assistance Program

Request for Applications (RFA) #67-77



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 67-77

BID

TO: PA DEPARTMENT OF HEALTH
DIRECTOR, DIVISION OF PUBLIC HEALTH PROCUREMENT
BUREAU OF PROCUREMENT AND CONTRACT MANAGEMENT
SHARED SERVICES FOR HEALTH AND HUMAN SERVICES
ROOM 824, HEALTH AND WELFARE BUILDING
625 FORSTER STREET
HARRISBURG, PA 17120-0701

COVER PAGE
Insert Title of Application
RFA #67-77

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 # 67-77.

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.

Appendix C

OVERALL BUDGET SUMMARY

(Insert Vendor Name)

(Insert SAP #)

October 1, 2019 to June 30, 2022

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	-	-	-
VII. TRAVEL	-	-	-
VIII. OTHER COSTS	-	-	-
TOTAL	-	-	-

**Appendix C
BUDGET SUMMARY**

**(Insert Vendor Name)
(Insert SAP #)
October 1, 2019 to June 30, 2020**

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	-	-	-
VII. TRAVEL	-	-	-
VIII. OTHER COSTS	-	-	-
TOTAL	-	-	-

Appendix C
(Insert Vendor Name)
(Insert SAP #)
October 1, 2019 to June 30, 2020

Categories	Original Budget	Amendment Type & Number	Total Budget
IV. PATIENT SERVICES			
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
Total	-	-	-

V. EQUIPMENT

	<u>Quantity</u>	<u>Unit Cost</u>			
					-
					-
					-
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Total			-	-	-

VI. SUPPLIES

					-
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					-
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					-
Total			-	-	-

**Appendix C
BUDGET SUMMARY**

**(Insert Vendor Name)
(Insert SAP #)
July 1, 2020 to June 30, 2021**

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	-	-	-
VII. TRAVEL	-	-	-
VIII. OTHER COSTS	-	-	-
TOTAL	-	-	-

Appendix C

(Insert Vendor Name)

(Insert SAP #)

July 1, 2020 to June 30, 2021

Categories		Original Budget	Amendment Type & Number	Total Budget
B. Fringe Benefits				
	Salary			
	Rate			
	-			-
	-			-
	-			-
	-			-
	-			-
	-			-
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Specify the benefits included in this rate:

Sub-Total - - -

Total - - -

Appendix C

(Insert Vendor Name)

(Insert SAP #)

July 1, 2020 to June 30, 2021

Categories	Original Budget	Amendment Type & Number	Total Budget
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II. CONSULTANT SERVICES

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

III. SUBCONTRACT SERVICES

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					-
Total			-	-	-

Appendix C
 (Insert Vendor Name)
 (Insert SAP #)
 July 1, 2020 to June 30, 2021

Categories	Original Budget	Amendment Type & Number	Total Budget
IV. PATIENT SERVICES			
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
Total	-	-	-

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

VI. SUPPLIES			
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			-
Total			-

Appendix C

(Insert Vendor Name)

(Insert SAP #)

July 1, 2020 to June 30, 2021

Categories	Original Budget	Amendment Type & Number	Total Budget
VII. TRAVEL			
			-
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	Total	-	-

VIII. OTHER COSTS			
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	Total	-	-

TOTAL	-	-	-
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**Appendix C
BUDGET SUMMARY**

**(Insert Vendor Name)
(Insert SAP #)
July 1, 2021 to June 30, 2022**

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	-	-	-
VII. TRAVEL	-	-	-
VIII. OTHER COSTS	-	-	-
TOTAL	-	-	-

Appendix C
 (Insert Vendor Name)
 (Insert SAP #)
 July 1, 2021 to June 30, 2022

Categories		Original Budget	Amendment Type & Number	Total Budget
B. Fringe Benefits				
	Salary	Rate		
	-			-
	-			-
	-			-
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Specify the benefits included in this rate:

Sub-Total	-	-	-
Total	-	-	-

Appendix C
 (Insert Vendor Name)
 (Insert SAP #)
 July 1, 2021 to June 30, 2022

Categories	Original Budget	Amendment Type & Number	Total Budget
IV. PATIENT SERVICES			
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
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			-
			-
			-
Total	-	-	-

V. EQUIPMENT

	<u>Quantity</u>	<u>Unit Cost</u>			
					-
					-
					-
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					-
					-
			Total	-	-

VI. SUPPLIES

					-
					-
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			Total	-	-

W-9 Form

Provide a copy of the completed Internal Revenue Service form W-9. The W-9 form and instructions for completing the form are available at the website <http://www.irs.gov>.

RFA # 67-77

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. GENERAL REQUIREMENTS.**

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

II. 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 Grantor'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.

III. 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.