

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. The Grantee, any subgrantee, Contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws against any subgrantee, Contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.
- E. The Grantee and each subgrantee, Contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, Contractor and subcontractor further represents that is has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have Federal government Contracts of first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any Contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities, for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- F. The Grantee, any subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant Agreement, Contract or subcontract so that those provisions applicable to subgrantees, Contractors or subcontractors will be binding upon each subgrantee, Contractor or subcontractor.
- G. The Granter's and each subgrantee's, Contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the

Grant Agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, Contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

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

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:

- 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, by reason of religion, age, gender, sexual orientation, gender identity or expression, handicap or national origin discriminate 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, gender, sexual orientation, gender identity or expression, handicap or national origin.
- C. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of religion, age, gender, sexual orientation, gender identity or expression, handicap or national origin against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- D. The Contractor and any subcontractors shall ensure that any services or benefits available to the public or other third parties by way of this Contract shall not be denied or restricted for such persons due to race, creed, color, religion, gender, sexual orientation, gender identity or expression, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act and The Age Discrimination Act of 1975 as well as applicable provisions of the Omnibus Reconciliation Act of 1981.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development 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 Contract Administration and Business Development.