

#HSCS/JDRS-00001

**Request for Proposal
Community-Based Detention Services**



**Delaware County
Social Services and Community Supports**

INTRODUCTION

Delaware County's Department of Juvenile Detention and Rehabilitation Services' mission is to ensure public safety while promoting a positive social change for justice involved youth's rehabilitation by:

1. Leading with values that promote equity and wellbeing
2. Maintaining an uplifting, safe, and secure environment for highest-risk youth
3. Developing staff to build positive and supportive relationships.
4. Providing varied and useful programming.
5. Treating family members as partners.
6. Encouraging community connections.
7. Incorporating continuous quality improvement

In collaboration with the Department of Human Services, The Delaware County Juvenile Courts, and Delaware County's Juvenile Detention's Board of Managers, the Department of Juvenile Detention and Rehabilitation Services, has the responsibility for the delivery of treatment and rehabilitative services to Delaware County's pre and post arrest/adjudicated youth and their families. The Department supports a continuum of services with community-based providers to provide quality prevention and intervention services to help communities prevent youth from entering the juvenile justice system, support youth who have come in contact with the juvenile justice system and prevent deeper involvement with the justice system. Our goal is to ensure youth can be served in their communities.

SCOPE OF WORK

A. PROJECT DETAILS

Community Based Detention Shelters are staff-secure, short-term residential facilities utilized by the Courts to hold pre and post adjudicated male or female youth while they either await court action on their cases or transfer to longer term treatment facilities. By way of the Courts, these facilities may also be used to hold multi-system youth (young people who are serviced simultaneously by both the child welfare system and Juvenile Probation. Unlike secure detention facilities where security is enhanced by means of locked doors, secure fencing, etc., Community Based Detention Shelter facilities rely exclusively on close staff supervision to prevent youth from unauthorized departures. The average length of stay in such facilities is 15- 30 days. Despite the brevity of their stay, we expect these youth receive educational, medical, and recreational programming comparable to that offered in longer term residential programs. Services are provided year-round to youth referred on a 24 hour per day/seven day per week basis.

Community Based Detention Shelters are an alternative to secure detention and a safety measure with the youth and community in mind. Programs must provide a safe and secure environment, preferably a trauma-informed behavioral management system, designed to accommodate pre adjudicated youth, 12-17 years of age.

Applicants with both the male and female Community Based Detention shelter programs, must house youth separately. The Applicant must specify how transgendered, and

gender non- conforming youth will be safely housed in a way that affirms the youth's gender expression.

Access to timely medical and mental health services, educational programming, and physical/recreational activities are required. For youth placed in Community Based Detention Shelter facilities, court appearances are required at intervals of approximately every ten days.

B. OBJECTIVE

In accordance with the performance standards and with adherence to Pennsylvania 3800 regulations, the Department of Juvenile Detention and Rehabilitation Services is seeking qualified applicants to provide the Community Based Detention Services for the specified target population. The Department's objective(s) for this project include the following:

1. Provide a Community Based Detention option for pretrial youth awaiting adjudicatory hearing and/or placement.

C. REQUIREMENTS

Applicant must demonstrate the capacity to serve youth in the following areas:

- Racial/Ethnic Diversity
- Gender
- Adolescence
- Youth who require/may require behavioral intervention
- LGBTQ (Lesbian/Gay/Bisexual/Transgender/Questioning) youth
- Youth who have been diagnosed with a medical condition
- Youth with a history of substance use or abuse or are actively using substances as well as other areas that may be identified

The following requirements must be outlined in Scope of Work:

Detailed Youth Supervision Plan

While youth are at the facility, during supervised awake and sleeping hours which require staff supervised observational checks, the provider shall ensure youth will have staff ratio requirements in accordance with the performance standards and with adherence to Pennsylvania 3800 regulations. Observational checks of youth shall include actual viewing of each youth. Staff persons may not sleep while being counted in the staff to youth ratios.

Family Member and Community Connection Plan

Increased family involvement has been associated with improved long-term outcomes, shorter lengths of stay, and increased stability post-residential discharge. A quality Community Based Detention Shelter provider must demonstrate a sophisticated understanding of the current literature pertaining to best practice for strengthening family and community connections

among youth in residential programs. Applicants should clearly specify how youth and family-driven services will be provided in the family's community of origin while the youth is placed at the Community Based Detention Shelter facility.

Although Community Based Detention Shelter services are short-term in nature, there are evidence-based interventions and approaches that have been shown to be effective in quickly engaging youth and families during crises and in transition. Successful applicants should identify evidence-based interventions or approaches that they will either directly employ or to which they will refer youth and families. Where appropriate, applicants need to demonstrate how these services will be delivered in a short period of time, or how these services will follow the youth and family after Community Based Detention Shelter discharges.

Prison Rape Elimination Act (PREA) Zero Tolerance Policy

1. Any outside private or public entities that contract to hold Delaware County's youth shall be subject to the following:
 - a. An obligation to adopt and comply with the PREA Standards.
 - b. Contract monitoring to ensure that the contractor is complying with the PREA Standards.
2. Applicant shall not hire or promote anyone who may have contact with juveniles, and shall not enlist the services of any contractor, who may have contact with residents, who has:
 - a. Engaged in sexual abuse in any institutional setting.
 - b. Been convicted of engaging or attempting to engage in sexual activity, in the community facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
 - c. Applicant shall consider any incidents of sexual harassment in determining whether to hire
3. Applicant shall make its best efforts to contact all prior institutional employers, for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.
4. Applicant shall ask all applicants and employees, who may have contact with residents directly, in written application, or interviews for hiring, or promotions, and in any interviews or written self-evaluations conducted as part of reviews of current employees about previous sexual misconduct including : acts of sexual abuse; convictions of engaging or attempting to engage in sexual activity by force, threats of force, coercion, or if the victim did not consent or was unable to consent, and if civilly or administratively adjudicated to have engaged in these acts. The applicant shall also impose upon employees an ongoing obligation to disclose any of the above-mentioned sexual misconduct.
5. Material omissions regarding the above sexual misconduct or the provision of materially false information and/or statements, or refusal to disclose the required information shall be grounds for termination, subject the employee to dismissal, or contract termination.
6. Applicant shall provide information on substantiated allegations of sexual abuse or sexual harassment involving former employees when requested from an institutional employer for whom such employee has applied to work

Employee/Volunteer Applicant Background Checks and References Standards:

1. Applicant shall require all new hires to provide the following background records checks:
 - Pennsylvania State Criminal History Clearance.
 - Pennsylvania Department of Human Services Child Abuse (Childline) Clearance.
 - Federal Bureau of Investigation Clearance.
2. Applicant shall require a criminal background records check be conducted and child abuse registries consulted before enlisting the services of any new volunteer or contractor who has direct contact with the residents.
3. All current employees and contractors, who have contact with residents, shall have new criminal background records checks conducted every five years on their anniversary of hire or contract date
4. Training for Volunteer, Contractor and other non-Employees who have contact with Juveniles:
 - a. Non-employees who have contact with juveniles shall receive training on their responsibilities under Applicants' sexual abuse and sexual harassment - prevention, detection and response policies and procedures.
 - b. Training shall include notification of Applicants' zero tolerance policy for sexual misconduct, sexual abuse, sexual harassment, and retaliation; prohibited conduct involving any juvenile, prevention, detection and responding to sexual misconduct, as well as their duty to report incidents of sexual misconduct, sexual abuse, sexual harassment, or retaliation.
 - c. Training must be completed prior to contact with youth. Volunteers, contractors and other non-employees shall be required to sign a training form indicating that they understand the training that they have received.

Licensure:

1. The provider agency's facilities must be licensed by the Pennsylvania State Department of Human Services prior to the beginning of any services to youth. Applicant must present evidence of licensure when applying under this opportunity or demonstrate a concrete plan to have a site and license to operate a new facility no later than 3-6 months after applicant selection.

Organization and Personnel Requirements:

1. Applicant must be an existing agency with a full license, or a new agency with submitted plan to obtain full licensing within 3-6 months of selection.
2. Applicants must memorialize their program census capacity for male and/or female youth. The proposal must identify all personnel who will perform work on the project, by education level, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in Applicant's proposal. Personnel requirements must be followed:

- Director/Assistant: must possess a master's degree and have at least one year's experience working with youth.
- Youth worker supervisor: must possess a bachelor's degree, and have at least one year experience working with youth
- Youth worker: must possess a High School diploma or equivalent with at least one years' experience working with youth (an associate's degree is strongly preferred).

Program Requirements/Overview

Applicant must demonstrate the capability and ability to:

- Provide orientation to each new resident within 24 hours of admission.
- Maintain staff-child ratios as stipulated by PA Chapter 3800 regulations.
- Ensure sanitary conditions at site/facility.
- Provide adequate meals for youth housed at the facility.
- Provide/maintain youth with clean and weather appropriate clothing.
- Secure routine and/or emergency medical /dental care for youth as needed.
- Escort youth safely to all external appointments as needed.
- Ensure and maintain adequate supervision.
- Ensure youth participation in a Department of Education approved school program or an educational program under contract with the local public-school district.
- Maintain partnership with the neighboring school district to ensure that children receive quality and individualized education services that align with the youth's school district graduation requirements.
- Ensure opportunities for youth to communicate with family.
- Ensure opportunities for family engagement (face to face), when appropriate.
- Maintain youth in the shelter to ensure their safety and security.
- Provide positive youth programs with emphasis on mental wellness, social and vocational skills.
- Provide programming consistent with the cultural needs of youth.
- Provide programs targeted to reducing recidivism and promoting restorative justice for any adjudicated youth temporarily assigned waiting for placement.
- Educate youth regarding human/sex trafficking prevention.
- Prevent youth from absconding and provide monthly reports to Juvenile Detention and Rehabilitation Services on efforts to address the issue.
- Maintain adequate communication with Juvenile Detention and Rehabilitation Services' Director of Community Engagement and Juvenile Probation Intake, as appropriate.
- In person Community Based Detention Shelter staff representative to attend all court hearings to provide report on youth's adjustment to shelter.
- Secure qualified staff and maintain required staff ratios.
- Secure all appropriate staff clearances.

Public Safety:

The selected provider will deliver programming reflective of restorative justice models, which focuses on community protection, youth redemption, and victim restoration. Essential program components of the Community Based Detention Shelter programs must include an emphasis on personal accountability, respect for authority figures and institutions, victim empathy, discipline, and self-control. Development and incorporation of restorative justice principles should be included in the programming component. Programming geared at preventing recidivism is essential. While under their supervision, it is the responsibility of the provider to implement measures which ensure that the youth do not pose a threat to the community or to the victim(s) of their crime. The provider must have written policies and procedures that address attendance monitoring, search, constant supervision, and the steps to be followed in the event of an unauthorized exit from the facility.

Education

While the length of stay, in most cases will mean that youth are not placed in Community Based Detention Shelter facilities long enough to earn credits toward their high school diplomas, the rigor of the educational program should nevertheless be such that youth are academically stimulated and challenged, receiving an educational program congruent with the curriculum currently delivered and approved by the Pennsylvania Department of Education.

The provider is expected to collaborate with the local school district to ensure that students receive on-site high-quality education services by certified instructors in accordance with Department of Education standards.

Trauma Informed Approach

Applicants should demonstrate an understanding of trauma-informed practices and should describe how their program and organization are trauma-informed with detail about practices used to address maladaptive youth behavior rooted in traumatic experiences.

D. MONITORING/REPORTING

1. By submission of a proposal in response to this Request for Proposal, the applicant agrees that it will comply and cooperate with all contract and compliance monitoring and evaluation activities undertaken by Delaware County, PA.
2. The successful applicant shall report to the Delaware County Department of Juvenile Detention and Rehabilitation Services on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. At a minimum, the successful applicant shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service.

E. PERFORMANCE STANDARDS

1. The Department of Juvenile Detention and Rehabilitation Services expects that any contract resulting from this Request for Proposal will include performance and quality standards for the project. Delaware County reserves the right to reject any item of work that does not meet the Department's minimum standards of performance and quality, or that does not conform to the contract scope of work. Delaware County shall not be obligated to pay for rejected work.

PROPOSAL TIMELINES

<i>Action</i>	<i>Date</i>
RFP Released	07/18/2024
Applicant Questions Due: Through PennBid (see below)	08/01/2024 Responses will be posted by close of business 08/05/2024
RFP Responses Due	08/09/2024
Proposal Review Dates (anticipated)	08/15/2024-08/29/2024
Applicant Selection Date (anticipated)	09/18/2024

SUBMISSION INSTRUCTIONS

Delaware County will receive responses to this RFP via electronic submission using PennBid (<https://pennbid.bonfirehub.com>) until **9:30 AM on 08/09/2024**, following which the responses will be opened with results displayed publicly on PennBid. Documents are available at no cost on PennBid. Submissions are being accepted through PennBid only. See <https://www.delcopa.gov/purchasing/index.html> for more information on PennBid.

- A. Applicants must respond to all components of this Request for Proposal.
- B. Proposals must be uploaded onto PennBid before the submission deadline.
- C. Proposal submissions must include two (2) uploads:
 - a. One (1) ORIGINAL professional on formal letterhead; and
 - b. One (1) COPY where ALL provider information must be redacted from, this copy must not contain **any** provider identifiers, those that do will not be considered.
- D. Both uploads of your submission must include the following separate documents:
 - a. Technical Proposal
 - b. Cost Proposal
 - c. Transmittal Letter signed by an official who has the legal authority to bind the company to the terms of the proposal.

It is the responsibility of the applicant to ensure that its response is received by the date and time specified. All costs (including travel) incurred in the preparation of the response will be the responsibility of the applicant and will not be reimbursed by the County or any other entity.

The County reserves the right to disqualify any proposal received after the specified date/time and not completed in the indicated format and inclusive of required information.

The County reserves the right to conduct Best and Final negotiation in its sole discretion.

ADDITIONAL INFORMATION FROM APPLICANTS

A. Inquiries

Any questions pertaining to this Request for Proposal must be submitted via the “Clarifications” feature within PennBid by the time and date specified in the Proposal Timeline. Telephone inquiries will not be entertained. Applicants shall refrain from contacting or soliciting any staff member or official of the County regarding this Request for Proposal until the time of award by County Council. Failure to comply may result in disqualification of the firm.

B. Contract

The successful applicant will be expected to enter into an agreement with Delaware County, subject to the availability of local, state, and federal funds and County Council’s approval. Standard Terms which are anticipated to be in such contract are attached hereto as Exhibit A. Applicants should indicate in their responses any requested changes to such standard terms.

Additionally, the successful applicant must comply with the following Department of Human Services standard appendices, attached to this addendum:

- A. Appendix F – Insurance
- B. Appendix U – Audit Requirements
- C. Appendix AA – Invoice Submission Requirements
- D. Appendix CC – HIPAA Business Associate Agreement
- E. Appendix DD – Federal Awards
- F. Appendix EE – Child Protective Services Law
- G. Appendix FF – Medical Marijuana Prohibition
- H. Appendix II – Political Contribution

The County may terminate any contract on five (5) business days’ written notice if County Council determines that entering into the contract resulted in a violation of Section 6-12.D. of the County’s Administrative Code and imposes termination of said contract as a penalty for such violation. County Council may also require repayment to the County of any profit made by a Contractor under such contract as a penalty for such violation. Contractor agrees to send County a written affidavit in reasonable detail calculating such profit within fifteen (15) days of written notice if the imposition of such penalty together with repayment of such profit.

C. Rejection of Proposals

Delaware County Council reserves the right to reject any and all bids or parts thereof and to determine whether the quality and type of service to be furnished meets the requirements for which it is intended. It further reserves the right to insist or waive any technicalities required for the best interest of the County and to consider competency and responsibility of the bidder before the award of the contract. Also, the County may negotiate separately with competing applicants in an effort to get a Best and Final Offer. If all proposals are unacceptable, the County reserves the right to reject the proposals and to issue a new Request for Proposal, if indicated, or to determine to contract outside of a request for proposal process.

D. Amendments to Request for Proposal

The County may modify this RFP by the issuance of an addendum. Any addendum will be issued through PennBid. No oral statements, explanations, or commitments will be of any effect unless incorporated into a written addendum.

E. Other Provisions

All responses received to this RFP become the property of the County. Responses may identify proprietary or confidential information for purposes of meeting an exception to the Pennsylvania Right-To-Know Law; however, the County is not bound by the identification of such information as proprietary or confidential and will provide copies of materials provided hereunder in response to a right-to-know request as required by Pennsylvania law.

This RFP is not subject to the competitive bidding process, and any contract entered into as a result of any response submitted will not be based on the concept of the "lowest responsible bidder".

INFORMATION REQUIRED FROM APPLICANTS

Failure to adhere to requirements for each section of the proposal may result in disqualification.

A. Technical Proposal

The Technical Proposal should address all questions and requirements as outlined in this Request for Proposal.

B. Cost Proposal

The Cost Proposal should include all costs required to implement the submitted proposal and must be submitted in the required format.

C. Transmittal Letter

The Transmittal Letter must be on the applicant's letterhead and signed by an individual with the legal authority to bind the applicant. The letter must identify the primary program and fiscal contact for the applicant and state the applicant accepts the terms, conditions, criteria, and requirements set forth in the RFP.

D. Campaign Contribution Disclosure

Each applicant shall provide a Political Contribution Disclosure Form (attached hereto, along with instructions, as Attachment B) together with its response, and, if selected, an updated form prior to consideration of approval of its contract by County Council.

E. Contract Terms

Indicate any requested changes to the standard terms attached hereto as Appendix A.

TECHNICAL PROPOSAL

Must have the capacity to meet virtually. Must have the ability to provide correspondence using electronic mail and Microsoft Office and/or a compatible software.

COST PROPOSAL

The applicant is to complete the Cost Report per instructions. (Cost Report is a standard variation of the Fiscal Budget Packet).

**Exhibit A
Delaware County
Standard Contract Terms**

COST OF SERVICE MODIFICATION

Changes in the rate or fee established under the terms of this Agreement may be permitted where a written request is submitted and approved in writing by the County. Any such request shall be submitted to the County by Contractor at least ninety (90) days prior to the date the requested increase shall take effect. Action on such requests and notification shall be given by the County to Contractor and Consumers within sixty (60) days before any rate increase will be granted. The County may reduce the ninety (90) days requirement at the County's sole discretion.

CONTRACTOR DEFICITS, OVERAGES, AND ENCUMBRANCES

If a Contractor reports a deficit at the end of the year, Contractor shall be responsible for providing the necessary funds. The County is not responsible for an incurred deficit on the part of Contractor.

Funds paid to a Contractor under this Agreement may not be used to pay for a deficit incurred during a prior year.

Funds or payments paid or to be paid or applied pursuant to this Agreement may not be encumbered for purchases in a succeeding fiscal year. This applies to purchases and services supported in part or in whole by funds paid or to be paid pursuant to this Agreement.

If Contractor enters into an agreement which extends beyond the end of the Term as provided in Section 1, the time portion of such agreement after the end of the Term shall be treated as a charge against the term of the next agreement between the County and Contractor, if any, and shall not be charged to or paid from funds made available under this Agreement.

Expenditures above the level of County participation and services funded without County approval shall be the responsibility of Contractor. Contractor may fund programs, services, and facilities at a rate it elects. Expenditures above the approved levels shall be the sole responsibility of Contractor.

RETAINED REVENUE

The County's participation in retained revenue will be limited to the amount set forth in Appendix "B".

RECORD KEEPING

Contractor shall maintain, using generally accepted accounting principles and practices, complete and accurate records and accounts including documents, correspondence, and other evidence pertaining to costs and expenses of this Agreement, to the extent and in such detail as will properly reflect all costs of personnel, fringe benefits, materials, equipment, supplies, services, and other costs and expenses of whatever nature for which funds are expended by Contractor.

Time, attendance, and payroll distribution records shall be maintained for each employee; and method of keeping such records is acceptable as long as it is complete and accurate.

Contractor shall maintain case files and program records required by the

Pennsylvania Department of Human Services, Pennsylvania Department of Health, and by the County. Contractor shall furnish to the above Departments and to the County such progress reports in such form and quantity as the above Departments or County may from time to time require, including but not limited to status reports of the program, program account statements, certificates, approvals, proposed budgets, invoices, copies of all agreements executed and proposed, employment placements, follow-up reports, client records, and any and all other information relative to the program as may be requested.

Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by, and on forms furnished by the County. Records shall be kept for a minimum of six (6) years following the expiration or termination of this Agreement or for such other period as the County shall prescribe.

The County shall have the right to disapprove any expenditure made by the Contractor, which is not in accordance with the terms of this Agreement and the County, may adjust payments to Contractor accordingly.

REPORTING REQUIREMENTS

As applicable, contractor shall abide by Federal, State, and County reporting requirements as established in Appendix "C" as such may be amended from time to time. In the event that the County determines Contractor has not met reporting requirements in a timely and proper manner or if Contractor shall violate any of the covenants or stipulations of this Agreement, the County may issue a written notice of non-compliance and may suspend payments in the manner outlined in Appendix "E".

AVAILABILITY OF INFORMATION

During the Term, all information obtained by Contractor under this Agreement will be made available to the County immediately upon demand.

ACCESS TO RECORDS/PROPERTY RIGHTS

The County shall have exclusive property rights in and to any and all material, reports, studies, instruments, curricula, media, writings, recordings, films, pictorial reproductions, drawings, or other graphic representations, computer programs, or work of similar nature (hereinafter referred to as "Data") which, if any, are to be delivered to

County under this Agreement.

The County may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all data delivered under this Agreement not covered by copyright except individual client records.

- A. The County hereby retains a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and authorize others to do so, all data generated in the performance of this Agreement, whether such

generation is funded in whole or in part under this Agreement. Such use shall be without additional payment to or approval by Contractor.

- B. Contractor shall advise the County, at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of this Agreement and not licensed under this clause.
- C. Contractor shall report to the County promptly and in reasonable written detail, each notice or claim of copyright infringement received by Contractor with respect to all data delivered under this Agreement.
- D. Contractor shall not affix any restrictive markings upon any data not covered by copyright and if such markings are affixed, the County shall have the right at any time to modify, remove, obliterate or ignore such markings.
- E. All notices, informational pamphlets, press releases, research reports and similar public notices prepared and released by Contractor shall include a statement indicating the source of funding for such work (See Appendix "D").

TITLE TO AND PURCHASE OF EQUIPMENT

- A. Contractor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practical cost and to purchase by means of a system of competitive bidding whenever required by law or whenever practical, and, where applicable, in accordance with the Pennsylvania Department of Health's Fiscal Management Guidelines, or other applicable statutes, regulations or guidelines.
- B. Title of all personal property, furnished by the County shall remain with the County. Title to all personal property acquired by Contractor (including purchase of lease-purchase agreement), for the cost of which Contractor is to be reimbursed in total under this Agreement, shall vest in Contractor during the Term.

Upon termination of this Agreement for any reason, disposition of such purchased personal property, which has, remaining useful life shall be made in accordance with the following provisions:

1. If payment is completed, title vests in the County.
2. If payment is not completed, the County has the option to keep the personal property or get it appraised and sell it for the difference between what has been paid and the appraisal, if any; or sell it for its depreciated value.
 - a) All personal property furnished by the County or acquired by Contractor, including purchase by lease-purchase agreement, for which Contractor is to be reimbursed in total under this Agreement, shall be deemed County personal property for the purposes of this provision.

- b) Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of County personal property so as to assure its full availability and usefulness for the performance of this Agreement.
 - c) In the event that Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the County personal property involved, Contractor shall credit such proceeds against the cost of the work covered by the Agreement or shall otherwise reimburse the County.
 - d) Contractor shall not utilize County funds for building renovations without obtaining prior written approval of the plan from the County.
 - e) Contractor shall not include fixed assets acquired or purchased under this Agreement as part of Contractor's assets on its accounting balance sheet. A separate accounting of these assets shall be maintained by Contractor.
- C. Contractor, when required, shall maintain and annually update an inventory list of all fixed assets, which have been procured with financial resources from this Agreement. Such inventory list shall be an aggregate compilation of furniture, equipment, etc., and include all fixed assets purchased with previous year allocations. The updated listing shall be submitted to the County in accordance with the terms outlined in Appendix "C".
- D. If required by the County, Contractor shall utilize County and/or State developed computer software systems to capture and supply to County all clients and service data required by the County, State and Federal government. Operation of these systems can involve Contractor site terminals/personal computers communicating on-line with the County/State mainframe computer systems, stand alone or networked personal computers or a combination thereof.

TAXES AND RELATED ISSUES

Contractor shall accept full responsibility for the payment of premiums for workmen's compensation and social security, as well as all income tax deductions, F.I.C.A. taxes, unemployment compensation and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement. Contractor shall remit the appropriate amounts to the applicable Federal, State and County levels of government.

- A. Contractor certifies that all tax returns required to be filed by Contractor in any jurisdiction have in fact been filed except where valid extensions have been granted and all taxes, assessments, fees and other governmental charges upon Contractor or upon any of its property or income which are shown to be due and payable on such returns have been paid unless contested in good faith with adequate reserves set aside to pay such taxes.

- B. Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth or County obligations, or if it or 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 fifteen (15) days of the date of suspension or debarment.

INSURANCE

Contractor shall provide insurance as required in Appendix "F". Contractor shall accept full responsibility for the payment of premiums for all such insurance. Contractor shall furnish to the County proof of insurance coverage on or before the execution date of this Agreement, and, notwithstanding this provision, shall advise the County forthwith of any cancellation or change in insurance(s).

PROJECT INCOME

All interest or other income derived by Contractor from the use of funds under this Agreement or as a result of this Agreement (sale of publications, registration fees, interest, program service fees, service charges on fees, etc.) shall be reported to the County, and may be used at the discretion of the County to reduce Contractor's cost of services provided and payments by the County. In the absence of such reduction of payments, interest and project income may be applied to project purposes or in reduction of project costs.

INTEREST INCOME

Advances received under this Agreement shall be promptly deposited in an insured interest bearing account. Interest income derived from such deposits shall be reported quarterly to the County.

TRAVEL

Contractor agrees that all travel and subsistence costs of Contractor shall be paid in accordance with the State prevailing rates set forth in 4 Pa. Code Chapter 40. However, if the prevailing County travel policies or those of a subcontractor provide for reimbursement of these items at a lower rate than the State rate, then the lower rate shall govern. Travel and subsistence will only be reimbursed when the parties specifically provide for the items in a budget line item.

CLIENT LIABILITIES

Contractor shall be responsible for assessment and collection of client liability/Room and Board Payments/Rent in conformity with the Pennsylvania Department of Human Services and the Pennsylvania Department of Health Regulations and current County policy as they may be in effect from time to time. Approval of abatements or write-offs shall not affect the Agreement ceiling and not authorize supplemental County funds.

HUMAN EXPERIMENTATION

Contractor agrees that all experimentation with human subjects involving any physical or mental risk to those subjects shall be prohibited, without prior written approval of the County subject to all applicable laws, statutes, and regulations, and voluntary, informed consent of the subject in writing. If the subject is a minor or incompetent, a voluntary informed consent of his/her parents or legal guardian, shall be required. Contractor shall inform each potential subject prior to his/her consent that refusal of consent will not result in the loss of any benefits to which the subject is otherwise entitled from the Commonwealth, Contractor, or any permitted sub-contractor.

ENVIRONMENTAL IMPACT

In carrying out this Agreement, Contractor shall strictly comply with all applicable environmental laws and regulations.

CONFIDENTIALITY

The parties hereto shall abide by all confidentiality requirements as established in Appendix "G" and/or Appendix "CC".

COVENANT AGAINST REFERRAL FEES OR FEE-SPLITTING

Contractor agrees that no employee, board member, or representative of Contractor, either personally or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients, or any other fee-splitting inducements. No person or entity referring clients shall receive payment or other inducement for such referral.

COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business). For breach or violation of this warrant, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the consideration otherwise due under the Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

INDEPENDENT CAPACITY OF CONTRACTOR

The parties hereto agree that Contractor, and any agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the County or the Commonwealth of Pennsylvania.

NON-DISCRIMINATION

During the term of this Agreement, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, recipients of services, or any other person

because of race, color, religious creed, disability, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, disability, ancestry, national origin, age, sex, or infectious disease including AIDS. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensations. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice setting forth the provisions of this non-discrimination clause.

- B. Contractor shall in advertisements or requests for employment placed by it or on its behalf, state, all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, disability, age or sex.
- C. Contractor shall send each labor union or worker's representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
- D. It shall be no defense to a finding of non-compliance with the Agreement Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause, that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that Contractor was not on notice of the third party discrimination or made a good faith effort to correct it, such factors shall be considered as mitigating circumstances in determining sanctions.
- E. Where the practices of a union or of any training program or other source recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Agreement Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause, Contractor shall then employ and fill vacancies through other non-discriminatory procedures.
- F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further County/Commonwealth contracts, and such other sanctions may be imposed, and remedies invoked as provided by the Contract Compliance Regulations.

- G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by the Department/County and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Agreement Compliance Regulations pursuant to Chapter 49.35 of the Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the County or the Commission.
- H. Contractor shall actively recruit minority sub-contractors or sub-contractors with substantial minority representation among their employees.
- I. Contractor shall include the provision of this non-discrimination clause in every sub-contract permitted under this Agreement so that such provisions will be binding upon each sub-contractor.
- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.
- K. Contractor obligations under this clause are limited to Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

EQUAL OPPORTUNITY FOR THE HANDICAPPED

- A. Contractor agrees to abide by Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. 793 and 794 as amended) and regulations promulgated pursuant thereto. Contractor assures that any benefits, services, or employment, available through Contractor to the public by way of this Agreement's funds, shall not be denied handicapped persons who are otherwise qualified or eligible for the benefits, services, or employment available as a result of this Agreement.
- B. Contractor will include the provisions of sub-paragraph (A) above in every sub-contract under this Agreement so that such provisions will be binding upon each sub-contractor.

AMERICANS WITH DISABILITIES ACT

Pursuant to Federal regulations promulgated under authority of the Americans with Disabilities Act, 28 CFR '35.101 et seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. '35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors. Contractor shall be responsible for and agrees to indemnify and hold harmless the County from all losses, damages, expenses, including attorney's fees, claims, demands, suits and

actions brought by any party against the County as a result of Contractor's failure to comply with the provisions of this paragraph, and any other provisions in this Agreement.

CIVIL RIGHTS OF CLIENTS

- A. Contractor will not, on the grounds of race, color, sex, age, religious creed, disability, ancestry or national origin:
 - 1. Deny an individual any services or other benefits;
 - 2. Provide any services, or other benefits to an individual, which is different, or is provided in a different manner, from that provided to others;
 - 3. Subject any individual to segregation or separate treatment in any manner related to his/her receipt of any services or other benefits provided;
 - 4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided;
 - 5. Treat an individual differently from others in determining whether he/she satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive any aid, care, services, or other benefits provided;
 - 6. Deny an individual an opportunity to participate through the provision of services as otherwise afforded others.
- B. Contractor, in determining (i) the types of services or other benefits to be provided (ii) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, or (iii) the opportunity to participate, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, age, religious creed, disability, ancestry or national origin or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, age, religious creed, disability, ancestry or national origin.
- C. Contractor will establish a client grievance procedure that sets forth a protocol to handle client complaints regarding aspects of that client's treatment.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Contractor, in accordance with 45 CFR Part 76, certifies that it shall provide a drug-free workplace by:

- A. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace; and
 - (2) Contractor's policy of maintaining a drug-free workplace; and

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- B. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
- C. Including in the statement published pursuant to B above, a requirement that each employee, as a condition of employment, shall:
 - (1) Abide by the terms of the statement; and
 - (2) Notify Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the County within ten days after receiving notice under subparagraph C(2), above, from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph C(2), above, with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or County health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs A, B, C, D and E above.

PRO-CHILDREN ACT OF 1994

Contractor shall agree to comply with the certification required by P.L. 103-227 Sections 1041-1044, 20 U.S.C. Sections 6081-6084, known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or County governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; Contractors whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each

violation and/or the imposition of an administrative compliance order on the responsible entity. Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.

PERSONNEL AGREEMENT

Contractor agrees to comply with personnel procedures as set forth from time to time by the County, State, and Federal Government. Contractor agrees to have up-to-date personnel classification forms on file with the County for each staff member whose salary is funded by the County Program. The County will not be obligated to reimburse Contractor for salaries of staff members where such staff members' personnel classification forms have not been approved by the County. (NOTE: Not applicable to Adult & Family Services Programs – HSDF, Homeless Assistance and Emergency Shelter.)

Contractor also agrees to have on file, at the County Office, a copy of personnel policies that are distributed to staff members. The personnel policy shall include a formal grievance procedure for staff to handle complaints about termination or other types of grievances.

Contractor also agrees to have, in a manual of operations, a statement regarding hiring procedures. The statement should include the procedures used to advertise job openings, the selection process, and methods used to recruit minority workers as per an affirmative action statement.

AGREEMENT MODIFICATION AND AMENDMENT

- A. Except as otherwise expressly provided in this Agreement, with respect to changes in State or County policies, procedures or reports, no amendment or modification of this Agreement or the Appendices attached hereto shall have any force or effect unless it is written and signed by both parties.
- B. Contractor will submit in writing all requests for agreement amendments and modifications. County will review material submitted and if approved, amend the Agreement on County prescribed forms. Expenditures of funds prior to such approval will result in an audit exception.

PROGRAM CHANGES

The County may at any time, by written order, make changes in the statement of work, provided such changes are within the general scope of the statement of work.

OTHER CONTRACTORS

The County may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with other contractors and County employees and carefully fit its work to such additional work. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by County employees. This paragraph shall be included in the contracts of all contractors with whom Contractor will be required to cooperate. The County shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any Contractor.

SUBCONTRACTS

Except for those subcontracts specifically authorized by this Agreement, Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County, which shall be attached to the original Agreement, and subject to applicable conditions and provisions of the Pennsylvania Department of Human Services, Pennsylvania Department of Health, and the County; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for the purchase by Contractor of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement.

The official authorized to give approval for the County is the Director, Department of Human Services.

No provision of this section and no such approval by the County of any subcontract shall be deemed in any event in any manner to provide for the incurrence of any obligation of the County in addition to the total agreed upon price.

CONFLICT OF INTEREST

- A. No Contractor or agent of Contractor shall be an agent of the County or an employee of the County. No officer, member or employee of the County who exercises any function or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member or employee of the County or member of its governing body have any interest, direct or indirect, in this Agreement of the proceeds.
- B. Contractor covenants that it presently has no interest and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement, and it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of Contractor or any of its officers or directors has such an adverse interest.
- C. At no time during the term of this Agreement or for a period of six months immediately following the expiration or termination of this Agreement for any reason shall Contractor or its affiliates attempt to recruit, employ, or use the services of, directly or indirectly (including any part time or consulting work), any employee of the County without the County's prior written consent. The restrictions set forth in this paragraph shall not apply to an employee of County who has ceased working for County for more than six (6) months at the time he or she is hired by Contractor. This paragraph will survive termination or expiration of the Agreement.

INDEMNIFICATION

It is understood and agreed that Contractor shall assume all risks and responsibilities for losses of every description in connection with the performance of Contractor's duties under this Agreement, which can be attributed either directly or indirectly to Contractor.

In addition to any other obligations of Contractor under this Agreement, for rights and remedies available to Contractor under this Agreement, Contractor agrees to hold harmless the County, its officers, agents, servants, workmen, and employees from any and all claims, losses, damages, judgments, demands and/or liabilities (including but not limited to attorney's fees) to which the County, its officers, agents, servants, workmen and/or employees may become subject insofar as and to the extent that such losses, claims, damages and/or liabilities (or actions in respect thereof) arise out of the performance of this Agreement and are based upon any alleged act or omission of Contractor, its officers, agents, servants, workmen, and/or employees. In the event any claim is made or action brought against the County or any of its officers, agents, servants, workmen or employees as to which indemnification is required hereunder, the County may direct Contractor to assume the defense of the claim and any action brought thereon and pay all reasonable expenses incurred therein, including reasonable attorney's fees; or the County may assume the defense of any such claim or action, the costs (including reasonable attorney's fees) of which shall be paid in full by Contractor. The defense of any such claim shall include the taking of all actions necessary or appropriate thereto.

DISPUTES

All claims against the County respecting any matter pertaining to this Agreement or any part thereof shall be referred to the Mental Health/Intellectual and Developmental Disabilities/Early Intervention Board or a committee thereof which shall hear the issues and arguments involved in the dispute and develop recommendations to be forwarded to the appropriate County authority according to 55 PA Code Chapter 4300.139(d) as amended.

WHOLE AGREEMENT

This Agreement, with appendices incorporated by reference, supersedes all prior agreements and understandings, both written and oral, between the parties hereto, with respect to the subject matter hereof including, but not limited to, any prior contracts and amendments thereto.

A County agreement with a Contractor program does not constitute certification of compliance, licensure approval, nor guarantee a specific amount of funding for any individual project or services proposed.

CONTRACTOR RESPONSIBILITY PROVISIONS

Contractor certifies that it or any of its sub-contractors are compliance with all provisions of Medical Assistance Bulletin 99-11-05, which relates to screening of employees and contractors for exclusion from participation in Federal health care programs and the effect of exclusion on participation.

Contractor agrees to reimburse the County for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of Contractor's compliance with terms of this or any other agreement between Contractor and the County which result in the suspension or

debarment of Contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; expert witness, attorney's and documentary fees. Contractor shall not be responsible for investigative costs for investigations, which do not result in Contractor's suspension or debarment.

Contractor may obtain the current list of suspended and debarred Contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services	Telephone Number	717-783-6472
Office of Chief Counsel	Fax Number	717-787-9138
603 North Office Building		
Harrisburg, PA 17125		

GENERIC DRUGS

If under this Agreement Contractor prescribes or dispenses drugs, it shall do so in accordance with Act 259 of November 24, 1976 P.L. 1163, 35 P.S. § 960.1 *et seq.*, as amended, and prescribe and dispense generically equivalent drugs rather than brand name drugs whenever possible.

LAWS AND REGULATIONS

This Agreement is subject to the provisions of all pertinent Federal, State and County laws, rules, regulations, ordinances, bulletins, directives, letters, and the like and all amendments made thereto. Definitions of service, eligibility of recipients of service and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and County laws, rules, regulations, ordinances, bulletins, directives and letters without further notice to Contractor.

Notwithstanding any other provision of this Agreement, the parties hereto acknowledge and agree that each shall comply in all respects with all Federal, State, and County laws, rules, regulations, ordinances, bulletins, directives, letters and the like regarding the provision of services enumerated herein and pertaining thereto, as the aforesaid may be in effect from time to time.

PROHIBITION AGAINST ASSIGNMENT

Contractor shall not assign any part of this Agreement without the prior written approval of the County.

ASSIGNMENT OF AGREEMENT BY COUNTY

The County has the right to assign any part or all of its rights or obligations under this Agreement to one or more entities without the approval of Contractor.

TIME IS OF THE ESSENCE

Time is of the essence with respect to this Agreement.

WAIVER

No waiver by the County of a breach, default or event of non-compliance of this Agreement by Contractor shall be considered as a waiver of any other or subsequent breach or default.

INVALID PROVISION

Any provision of this Agreement which is in violation of State, Federal or County law, rule or regulation shall be deemed amended to conform with such law, rule or regulation, pursuant to the terms of this Agreement, except that if such change would materially and substantially alter the obligations of the parties under this Agreement, any such provision shall be renegotiated promptly, in good faith by the parties. The invalidity or nonenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions hereof.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to such Commonwealth's conflicts of law statutes or decisions.

CONSENT TO JURISDICTION

Contractor irrevocably consents to the exclusive jurisdiction in the Court of Common Pleas of Delaware County, Pennsylvania, in any and all actions and proceedings whether arising hereunder or under any other contract or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, or nationally recognized overnight courier to the address set forth herein.

THIRD PARTIES

No rights, causes of action, claims or obligations are intended to be created for Contractor or any subcontractors against the County by virtue of this Agreement or any Agreement between the County and the Pennsylvania Department of Health or the Pennsylvania Department of Human Services. No rights, causes of action, claims or obligations are intended to be created for the benefit of any third party by this Agreement.

NOTICES

Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed given if sent by telecopy or by nationally recognized overnight courier on the date such notice was telecopied or deposited with the overnight courier as follows unless such address is changed by written notice hereunder:

If to County: Delaware County Department of Human Services
20 S. 69th Street
Upper Darby, PA 19082
Attention: Director

With copy to: County Solicitor
Delaware County Government Center Building
201 West Front Street
Media, PA 19063

Notices sent to Contractor shall be sent to the address set forth at the beginning of this Agreement.

Any party may change its address by giving notice of a new address to the other party in accordance with this Section.

SURVIVAL

All warranties, representations and covenants made by Contractor herein or in any agreement referred to herein or in any certificate or document or other instrument delivered by it or on behalf of it under this Agreement shall be considered to have been relied upon by the County and shall survive the delivery to the County of this Agreement.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes, and all of which, when taken together shall constitute but one and the same instrument.

NATURE OF THE REMEDIES

All rights and remedies granted to the County hereunder and under all other documents are otherwise available at law or in equity shall be deemed concurrent and cumulative and not alternative remedies and the County may proceed with any number of remedies at the same time until all obligations are satisfied in full. The exercise of any one right or remedy shall not be deemed a waiver, release of any right or remedy and the County upon and at any time after the occurrence of a default or event of non-compliance may proceed against Contractor or any other party at any time under any agreement with any available remedy and in any order.

HEADINGS

The section headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

WAIVER OF JURY TRIAL

Each of the parties hereto irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Agreement or under any other documents or agreements executed in connection herewith. Each party acknowledges that the foregoing waiver is knowing and voluntary.

REPRESENTATIONS OF CONTRACTOR

- A. If Contractor is a corporation, then Contractor is a corporation duly organized and validly existing and subsisting under the laws of the state of its incorporation and is in good standing and has lawful power and authority to engage in the business it conducts in the County, Commonwealth of Pennsylvania and in each other state where the nature and extent of its business requires qualification.
- B. The making and performance of this Agreement and any related agreements and each document required hereunder do not violate any law, rule or regulation, or any of the charter, minutes or bylaw provisions of Contractor, or violate or result in a default (immediately or with the passage of time) under any contract, agreement or instrument to which Contractor is a party or by which is bound. Contractor is not in violation or breach of any term of any agreement or instrument to which it is a party or by which is may be bound or of its charter, minutes or bylaws.
- C. Contractor has all requisite power and authority to enter into and perform this Agreement and to incur the obligations herein provided for and has taken all proper and necessary corporate actions to authorize the execution, delivery and performance of this Agreement and the documents and related agreements required hereby.
- D. This Agreement and all related agreements and documents required to be executed and delivered by Contractor hereunder when delivered will be valid and binding upon Contractor where applicable and enforceable in accordance with its terms.
- E. There are no judgments or judicial or administrative orders, proceedings or investigations involving Federal or state fraud and abuse laws and regulations pending or to the knowledge of Contractor threatened against Contractor in any court or before any governmental authority. Contractor is not in default with respect to any order of any governmental authority. To the best of Contractor's knowledge, neither Contractor nor any shareholder, member, officer or director of Contractor has been indicted in connection with or convicted or engaged in any criminal conduct or is currently subject to any lawsuit or proceeding or under investigation in connection with any anti-racketeering, fraud or abuse laws or other conduct or activity. Contractor and its employees have never been sanctioned by any Federal or State agency or governmental authority.

NOTICE AND REMEDY OF BREACHES

Contractor shall promptly give notice to the County of any actual or suspected material breach by Contractor or any other person of the provisions regarding confidentiality, whether or not intentional, and Contractor shall at its cost and expense, use best efforts immediately to take steps reasonably requested by the County to prevent or remedy the breach. Contractor acknowledges that any breach of the confidentiality sections will result in irreparable injury to

the County for which money damages could not adequately compensate. If there is a breach, the County shall be entitled, in addition to all other rights and remedies which the County may have at law and in equity, to have a decree of specific performance or injunction issued requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action which Contractor or any other person may have against the County will not constitute a defense or bar the enforcement of any of these provisions.

CONTRACTOR REPAYMENTS

Contractor agrees to reimburse the County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

**Attachment B
Delaware County
Political Contribution Disclosure Form**

Definitions and Instructions

Timing.

Contracts subject to an RFP/Q, Invitation to Bid or other Solicitation – the Solicitation will have explicit instructions on when and how to submit this Disclosure Form. Please follow those instructions.

Other Contracts -- Disclosure Forms must be received by the County at least eight (8) days prior to the County Council meeting at which the approval of a contract will be considered. They should be submitted by e-mail to CentralPurchasing@co.delaware.pa.us.

In either case, failure to timely provide this Disclosure Form may delay consideration of your contract by County Council.

Public Posting; Right to Know Law.

The Disclosure Form for the selected Contractor is sought will be posted on the County website prior to the County Council meeting at which approval of the Covered Contract will be considered and included in the Agenda materials for such meeting.

The County will also provide copies of Disclosure Forms (whether or not the Contractor is awarded a Covered Contract) in response to requests under the Pennsylvania Right to Know Law.

Ongoing Reporting.

By January 30 of each year, commencing January 1, 2023, each Covered Contractor under a Covered Contract with a term exceeding one year is required to provide the County Clerk with an updated Disclosure Form showing any reportable contributions in the prior year or indicating that there are none. If a Contractor does not provide the required disclosure form within thirty (30) days of written notification from the County Solicitor of its failure to timely provide such form, the applicable Covered Contract is subject to being voided by County Council.

Penalties.

Any Contractor which fails to provide the Disclosure Form or which submits a Disclosure Form which is materially inaccurate may be banned as a contractor or subcontractor to the County for a period of up to three (3) years, and/or, to the extent legally permitted, the covered contract in question may be terminated, in each case, by a majority vote of County Council following such investigation and consideration of such evidence as County Council deems appropriate or by action of such other entity or body as may be designated by resolution of County Council.

Definitions.

“Contractor” means any non-governmental person, corporation, partnership, association or other entity, whether or not for profit, and includes any subcontractor which is reasonably anticipated to receive compensation of \$50,000 or more under the applicable Covered Contract. ***See the definition of “Reportable Contribution” below for entities and persons related to a contractor whose contributions are also required to be reported.***

“Covered Candidate” means any individual who seeks nomination or election to the following offices by vote of the electorate (whether or not such individual is nominated or elected): (1) County Council, District Attorney, Sheriff, Controller or Register of Wills in Delaware County; (2) Judge of the Court of Common Pleas of Delaware County or the Magisterial District Courts of Delaware County; (3) any seat in the Pennsylvania General Assembly which represents residents of Delaware County; or (4) any state-wide office in Pennsylvania (non federal).

An individual shall be deemed to be seeking nomination or election to an office if such individual has:

- (1) received a contribution or made an expenditure or given consent for any other person or committee to receive a contribution or make an expenditure for the purpose of influencing his nomination or election to such office, whether or not the individual has announced the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or
- (2) taken the action necessary under the laws of Pennsylvania to qualify for nomination or election to such office.

The term shall include individuals nominated or elected as write-in candidates unless they resign such nomination or elected office within 30 days of having been nominated or elected.

“Covered Contract” means any contract, agreement, memorandum of understanding or other arrangement which is (i) required to be approved by County Council and (ii) under which a Covered Contractor provides or leases goods, supplies, materials, equipment, consulting, professional or other services, and/or property to the County, whether or not payments under the Covered Contract are anticipated to be made from general revenues or another specified source of funds, but does not include grant agreements under which the County is the grantee.

“Political contribution” means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge, purchase of a ticket to a testimonial or similar fund-raising affair, or subscription of money or anything of value, except volunteer services, in connection with a political campaign, and any contract, agreement, promise or other obligations, whether or not legally enforceable, to make a political contribution.

“Reportable Contribution” means a political contribution, to:

- (A) A Covered Candidate.
- (B) Any Pennsylvania state committee of a political party, any County committee of a political party or any committee of a political party established at the municipal level for a municipality in the County.
- (C) A contribution to a political action committee with the intent or expectation that some or all of such contribution will be directed to a covered candidate. This intent shall be presumed if a political action committee only supports one or more covered candidates.
- (D) A contribution to a political action committee controlled by a person or entity described in clauses (1) through (5) below.

Reportable contributions include contributions by: (1) a Contractor; (2) any corporate parent, subsidiary or other affiliate of a Contractor; (3) an officer or director of a Contractor; (4) a shareholder or partner of a Contractor with a 5% or greater ownership interest; and (5) the spouse of any person or entity listed in the preceding clauses; and shall also include any contribution reimbursed by a person or entity listed in clauses (1) through (5).

**Schedule A
Delaware County
Political Contribution Disclosure Form**

Reportable Contributions within Past 24 Months

Name of Contractor: _____

Date: _____

<u>Contributor*</u>	<u>Candidate</u>	<u>Date</u>	<u>Amount</u>	<u>Relationship of Contributor to Contractor</u>

**Reporting required for Contractor and all other entities and persons related to Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution."*