



## AGENDA

### COUNTY COUNCIL REGULAR MEETING WEDNESDAY, APRIL 17, 2024

1. Call meeting to order
2. Pledge of Allegiance to the Flag
3. Public Comment
4. Approval of Minutes
  - 4.A Approval of the Minutes of the Regular Meeting held on April 3, 2024.  
[04.03.24 Minutes.pdf](#)
5. Announcement(s)
  - 5.A Introducing Jim Peterson as the Director of Purchasing.
  - 5.B Announcement: Recognizing Earth Day in Delaware County.
  - 5.C Update from the Health Department.
6. Resolution(s)
  - 6.A Resolution: Recognizing April 14 to 20 as Public Safety Telecommunications Week
7. Consent Agenda Items
  - 7.A Approval to apply for PCCD Grant in the amount of \$166,000.00 to purchase two (2) MX908 High Pressure Mass Spectrometer Trace Detectors to help with narcotics investigations and identification of narcotics in a safe manner.  
[MX908 Grant Proposal Draft - FINAL.docx](#)  
[SignaturePage\\_2024-03-28\\_082310.pdf](#)
  - 7.B Approval to accept the High Intensity Drug Trafficking Agency (HIDTA) 2024 Grant in the amount of \$27,000.00 for the term of 1/1/2023 to 12/31/24.  
[hidta\\_20240404150749.pdf](#)  
[hidta\\_20240404150819.pdf](#)
  - 7.C Approval to renew Griffey Inc. forensic licenses in the amount of \$37,745.50 using ICAC grant funds.

[Griffeye Quotes.pdf](#)

- 7.D Approval of a Grant Agreement to Upper Chichester Library using ARPA funds in an amount not to exceed \$500,000 to fund a portion of a new library building. Subject to Solicitor's approval.  
[Upper Chichester Library Grant Agreement DRAFT.pdf](#)
- 7.E Approval of a Grant Agreement to Delaware County Veteran's Memorial Association using ARPA funds in an amount not to exceed \$18,000 to fund a portion of security upgrades to its memorial. Subject to Solicitor's approval.  
[DCMVA-Grant\\_Agreement\\_DRAFT.pdf](#)
- 7.F Approval to advertise contract #eDPW-053024 for maintenance and repair of Delaware County Bridge #225 County Line Road over Gulph Creek in Radnor Township. Subject to Solicitor's approval.  
[TIMELINE Bridge # 225.xlsx](#)
- 7.G Approval of 2024 Liquid Fuels Tax Refund Allocations to Municipalities in the County of Delaware in amounts shown pending receipt of a PennDOT approved Application for County Aid and project number. The estimated value of funding available to municipalities for 2024 is \$538,742.00. Subject to Solicitor's approval.  
[2024 Resolution\\_County\\_Aid.doc](#)  
[2024 Proposed Allocations .pdf](#)
- 7.H Approval to accept \$484,500 in funding from the Commonwealth of Pennsylvania, Department of Human Services, Office of Developmental Programs. Subject to Solicitor's approval.  
[Intellectual Disability Autism \(ID/A\) Supporting Housing Pilot Grant Summary Page.pdf](#)  
[Intellectual Disability Autism \(ID/A\) Supporting Housing Pilot Grant Letter.pdf](#)
- 7.I Approval to accept \$3,241,260 in HealthChoices Reinvestment funds from the Pennsylvania Department of Human Services Office of Mental Health and Substance Abuse Services for the Merion Trace Full Care Community Residential Rehabilitation Relocation. Subject to Solicitor's approval.  
[HealthChoices Merion Trace Full Care Community Residential Rehabilitation Relocation Grant Summary Page.pdf](#)  
[HealthChoices Reinvestment Plan Award Notification.pdf](#)  
[HealthChoices Reinvestment Plan Merion Trace Relocation.pdf](#)
- 7.J Approval to amend Grant Number: 10000064600162020 between the PA Department of Human Services, Office of Mental Health and Substance Abuse Services and the County of Delaware extending the term of the Grant through December 31, 2027. Subject to Solicitor's approval.  
[Pennsylvania Department of Human Services HealthChoices Behavioral Health Agreement Grant Number 10000064600162020 Summary Page.pdf](#)  
[Renewal Letter Pennsylvania Department of Human Services HealthChoices Behavioral Health Agreement Grant Number 10000064600162020.pdf](#)
- 7.K Approval to amend Contract #AFS 8/24 with Valley Youth House decreasing the

overall value of the agreement \$60,000. Subject to Solicitor's approval.

[Valley Youth House #AFS 8/24 Summary Page](#)

[Valley Youth House #AFS 8/24 Current Appendix Z Page](#)

[Valley Youth House #AFS 8/24 Revised Appendix Z Page](#)

- 7.L Approval to enter into a new contractual agreement with Widener University to provide professional assistance services. Subject to Solicitor's approval.  
[Widener University AFS 26/24 Summary Page](#)  
[Widener University AFS 26/24 Contract](#)  
[Widener University AFS 26/24 2023 Home4Good Funding Recommendations](#)
- 7.M Approval to enter into a new contractual agreement with Community Action Agency of Delaware County, Inc. to provide rental assistance services. Subject to Solicitor's approval.  
[Community Action Agency of Delaware County Inc AFS #28\\_24 Summary Page.pdf](#)  
[Community Action Agency of Delaware County Inc AFS #28\\_24 Contract.pdf](#)  
[2023\\_Home4Good\\_Funding\\_Recommendations.pdf](#)
- 7.N Approval of Early Learning Resource Center agreements as outlined on the attached list. Subject to Solicitor's approval.  
[ATTACHMENT\\_ELRC\\_LIST\\_2324.docx](#)
- 7.O Approval to amend Contract #AFS 22/24 with The Salvation Army to increase the overall value of the Agreement \$93,000. Subject to Solicitor's approval.  
[The Salvation Army #AFS 22/24 Summary Page](#)  
[The Salvation Army #AFS 22/24 Current Appendix Z Page](#)  
[The Salvation Army #AFS 22/24 Revised Appendix Z / Budget](#)
- 7.P Approval to amend Contract #AFS 2/24 with Community Action Agency of Delaware County, Inc. increasing the overall value \$60,000. Subject to Solicitor's approval.  
[Community Action Agency of Delaware County Inc AFS #2\\_24 Summary Page.pdf](#)  
[Community Action Agency of Delaware County Inc AFS #2\\_24 Current Z Page.pdf](#)  
[Community Action Agency of Delaware County Inc AFS #2\\_24 Revised Z Page.pdf](#)  
[AFS-CYS Housing Stability Plan.pdf](#)
- 7.Q Approval to renew Contract #ID 44/23 with Neighbours International, Inc. for the 2024/2025 fiscal contracting year. Subject to Solicitor's approval.  
[Neighbours International Inc ID 44/24 Summary Page.pdf](#)  
[Neighbours International Inc ID 44/24 Contract.pdf](#)
- 7.R Approval of a new contractual agreement with Darrin Molletta dba People R US Community Residential Services, Inc for the provision of residential group home services. Subject to Solicitor's approval.  
[Darrin Molletta dba People R US Community Residential Services, Inc. CW 121/23 Summary Page](#)  
[Darrin Molletta dba People R US Community Residential Services, Inc. CW 121/23 Contract.pdf](#)
- 7.S Human Services, HealthChoices, requests approval of a new contractual

agreement with Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems in the amount of \$3,241,260 for the relocation and of their Merion Chase Program. Subject to Solicitor's approval.

[Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems HCR-MH #28 23 Summary Page.pdf](#)

[Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems HCR-MH #28 23 Contract.pdf](#)

- 7.T Approval for Commercial Lease Agreement between Dinavel Enterprise and the County of Delaware for a new ten (10) year lease agreement for the Upper Darby District Courts (32-1-33, 32-1-34 and 32-2-51). Rent to be \$309,913.30/ year, \$25,826.10/month, \$28.30/square foot for years 1-5 and \$320,864.30/year, \$26,738.69/month, \$29.30/square foot for the second years 6-10. Additional Rent of \$93,083.50/year, \$7,756.96/month amortized over ten (10) years in equal monthly installments for reimbursement for the Lessor paid fit-out. Subject to Solicitor's approval.

[UD Exhibit 2.pdf](#)

[UD Exhibit 1.pdf](#)

[delco.dct.ud.2.26.24.pdf](#)

- 7.U Approval of First Amendment to Commercial Lease Agreement between Claude De Botton, Individually and Joyce De Botton, Successor Trustee for Paul M. De Botton, Yvette F. De Botton and Nicole E. De Botton, under Deeds of Trust dated August 7, 1968 by and through its Authorized Agent National Realty Corporation and the County of Delaware exercising the Renewal Term Option for District Court 32-2-43. Rent to be \$99,877.50/year, \$8,323.13/month, \$22.50/square foot. Rent will be paid to Joyfor Joint Venture. Subject to Solicitor's approval.

[delco.dct.newtown.amend.4.7.24.pdf](#)

[delco.dct.newtown.3.20.19.pdf](#)

- 7.V Approval for Commercial Lease Agreement between Joyce de Botton, Successor Trustee for Paul M. de Botton, Yvette F. de Botton, under Dees of Trust dated August 7, 1968, by and through its authorized agent National Realty Corporation and the County of Delaware for a new ten (10) year lease agreement for the Marple District Court (32-1-27). Rent to be \$70,500.00/year, \$5,875.00/month, \$23.50/square foot for years 1-5 and \$73,500.00/year, \$6,125.00/month, \$24.50/square foot for years 6-10. Rent will be paid to Lawrence Park Partnership. Subject to Solicitor's approval.

[delco.dct.marple.2.26.24.pdf](#)

- 7.W Approval of a Professional Service Agreement between the County of Delaware and The Echo Group, LLC for Communications Consulting Services in the amount of \$58,500 through December 31, 2024.

[Echo Agreement DRAFT.pdf](#)

- 7.X Approval of District Attorney's Office personnel items as set forth on the attached list.

[District Attorney Approvals.docx](#)

## 8. Appointments

- 8.A Approval to appoint Matthew Piotrowski to the Delaware County Drug & Alcohol Commission for the category of recovery person to a term ending September 1, 2024.
- 8.B Approval to appoint Christine Reuther to the Community Action Agency of Delaware County with a term ending April 30, 2025.
- 9. Solicitor
  - 9.A Approval to file five (5) Petitions for the Termination of Parental Rights with the Orphans Court.
- 10. Communications for the Executive Director
- 11. Public Comment
- 12. Council Remarks
- 13. Adjourn



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** Approval of Minutes

**SUBJECT:** Approval of the Minutes of the Regular Meeting held on April 3, 2024.

**EXPENSE BUDGET LINE ITEM** n/a

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** no cost

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

[04.03.24 Minutes.pdf](#)

**PRESENT:** Dr. Monica Taylor, Chair; Richard R. Womack, Vice Chair; Kevin M. Madden, Council Member; Elaine Paul Schaefer, Council Member; Christine A. Reuther, Council Member; Joanne Phillips, Controller; Barbara O'Malley, Executive Director; Jonathan Lichtenstein, Solicitor; Anne M. Coogan, County Clerk and other department heads.

The Regular Meeting of Delaware County Council was held on April 3, 2024 at 6:00 pm in the County Council Meeting Room, Government Center Building, located at 201 West Front Street, Media, PA and was live streamed. Chair Taylor called the meeting to order, followed by the Pledge of Allegiance.

Chair Taylor stated Council has been in executive session today to discuss Personnel, Real Estate and Litigation.

**3) Public Comment**

**4) Approval of Minutes**

**4.A Approval of the Minutes of the Regular Meeting held on March 20, 2024.**

Motion made by Richard Womack to approve the minutes of the Regular Meeting held on March 20, 2024. The motion was seconded by Kevin M Madden and carried unanimously.

**5) Announcement(s)**

5.A Announcement declaring April 1-7 as National Public Health Week.

5.B Announcement declaring April 7-13 as National Library Week.

5.C Update from Library Services.

5.D Update from the Naming Committee.

Motion made by Richard Womack to approve the following Consent Agenda Items:

**6) Consent Agenda Items**

6.A Approval to advertise to reissue Request for Grant Proposals for a Program Coordinator for the Opioid Settlement Funds. Subject to Solicitor's approval.

6.B Approval to apply for a Transportation & Community Development Initiative (TCDI) study for the Highland Avenue Train Station in the City of Chester.

6.C Approval to apply to the Insurance Fraud Prevention Authority grant in the amount of \$641,169.00 from the dates of 07/01/2024-06/30/2025.

6.D Approval to accept grant renewal 4100092542 R2 in accordance with the renewal clause contained in Paragraph I.C.1.b. of the original Tuberculosis Control Grant Agreement. The renewal period will be effective July 01, 2024 and terminate June 30, 2025. Subject to Solicitor's approval.

6.E Approval of a Grant Agreement to Delaware County Law Enforcement Memorial Foundation using ARPA funds in an amount not to exceed \$75,000 to fund a portion of the costs of the expansion of the Delaware County Law Enforcement Memorial Wall at Rose Tree Park. Subject to Solicitor's approval.

6.F Approval to apply for Energy Efficiency and Conservation Block Grant (EECBG) funding with the U.S. Department of Energy in the amount of \$406,930 for LED Replacement in the Government Center Complex. Subject to Solicitor's approval.

6.G Approval to award a contract to J&M Preservation for Professional Design Services for the Rehabilitation of the 1724 Chester Courthouse in the amount not to exceed \$67,315. Subject to Solicitor's approval.

6.H Approval of a Professional Services Agreement between the County of Delaware and Mugo Web for the development of a new website for Delaware County Libraries in an amount not to exceed \$42,625. Subject to Solicitor's approval.

6.I Approval of a contract between Workforce Development and Perch Advisors LLC for \$45,000 to provide EMS Industry Partnership facilitation for 18 months. Subject to Solicitor's approval.

6.J Approval of a modification of contract between Workforce Development and Beasley Media to add \$10,000 for a website and promotion of the EMS Industry Partnership. Updated contract would be \$149,372. Subject to Solicitor's approval.

6.K Approval of a modification of contract between Workforce Development and Delaware County Community College to add \$5,000 for occupational skills summer camp. Updated contract would be \$25,000. Subject to Solicitor's approval.

6.L Approval for Workforce Development to enter a contract with Eastern Center for Arts and Technology to provide job seeker training for up to \$5,000 per trainee. Subject to Solicitor's approval.

6.M Approval for Workforce Development to enter a contract with UTCRAS to provide On-the-Job Training at \$5,000 per trainee. Subject to Solicitor's approval.

6.N Approval of a Grant to East Lansdowne Borough in the amount of \$62,050.42 for the reimbursement of costs associated with the emergency demolition and clearance of a fire destroyed residence at 58 Lewis Avenue. Subject to Solicitor's approval.

6.O Approval of a new contractual agreement with The Community College of Delaware County dba Delaware County Community College to support up to 30 students in the new Social Work Pathway. Subject to Solicitor's approval.

6.P Approval to amend Contract #ID 21/23 with Home Health Specialist, Inc. to reflect the agency's legal name as it appears on their W-9 to Home Health Specialist, LLC dba Family First Homecare of Pennsylvania. Subject to Solicitor's approval.

6.Q Approval of Early Learning Resource Center agreements as outlined on the attached list. Subject to Solicitor's approval.



6.R Approval to amend Contract #CW 117/23 with Athena House, LLC which adds an additional supportive service to the provider's agreement that includes 1:1 support at a rate of \$20.00 per hour for youth 13 - 20 years of age and extends the agreement through the 2024/2025 fiscal year. Subject to Solicitor's approval.

6.S Approval of a new contractual agreement with Gateway HorseWorks to provide equine-assisted learning programs for Delaware Country youth 13 to 18 years age. Subject to Solicitor's approval.

6.T Approval of change orders FPCO-19 and FPCO-21 to contract #eDPW-121422-2FSC between the County of Delaware and Guy M. Cooper Inc. for the Sprinkler, Piping, and Fire Pump Modifications at the Government Center Complex in an amount not to exceed \$18,443.07. The amended contract value will be \$3,841,446.21. Subject to Solicitor's approval.

6.U Approval of Reimbursement Agreement R24060003 between the County of Delaware and the Pennsylvania Department of Transportation (PennDOT) establishing maximum reimbursement at \$933,778.69 for a period of three years for the NBIS bridge inspections. Subject to Solicitor's approval.

6.V Approval of a professional services contract between the County of Delaware and McCormick Taylor for the NBIS bridge inspection contract for a period of three years for an amount not to exceed \$1,167,223.36. Subject to Solicitor's approval.

6.W Approval of an amendment to contract DF-23-60A between the County of Delaware and the City of Chester. The amendment will remove demolition of structures located at 427-429 Rose Street, 2703-2705 Lehman Street and 2709 Lehman Street. Properties located at 1722 W. 3rd Street and 550-556 Edgmont Avenue will be included in the contract for demolition. The grant will not exceed the original allocated amount of \$282,500. Subject to Solicitor's approval.

6.X Approval to advertise for construction to the Human Resources Suite Reno at the Delaware County Government Center. Subject to Solicitor's approval.

6.Y Approval to purchase office furniture for the Human Resources Suite from Kershner Office Furniture using PA State Contract #4400025661 and #4400025848 in an amount not to exceed \$154,639.15. Subject to Solicitor's approval.

6.Z Approval to purchase the B-Pod meal delivery system, software, smallwares and disposables from Burlodge USA, Inc. for the Fair Acres Geriatric Center in an amount not to exceed \$1,440,407.80. Subject to Solicitor's approval.

6.AA Approval for the extension of Interim Agreement of the Delaware County Prison Employee Independent Union (DCPEIU) to May 31, 2024. Subject to Solicitor's approval.

6.AB Approval of Conservation District personnel items as set forth on the attached list and increase in the Conservation District budget to reflect additional anticipated grant revenues for the positions.

6.AC Approval to name the Marple tract "Delco Woods" based on the recommendation of the naming committee.

6.AD Approval of Central Tax Collection Department's request for refunds for the years 2023 and 2024 County Real Estate Taxes for the fifteen (15) property owners due to the over payment of taxes due.

The motion was seconded by Kevin M Madden and carried unanimously.

## 7) Appointments

7.A Approval to appoint Anny Laepple as the Director of Library Services.

Motion made by Richard Womack to appoint Anny Laepple as the Director of Library Services. The motion was seconded by Christine A Reuther and carried unanimously.

7.B Approval to appoint Karen Wilwol as the Director of Soil Conservation.

Motion made by Richard Womack to appoint Karen Wilwol as the Director of Soil Conservation. The motion was seconded by Kevin M Madden and carried unanimously.

7.C Approval to appoint Kathy Arim to the Community Action Agency with a term ending April 30, 2025.

Motion made by Richard Womack to appoint Kathy Arim to the Community Action Agency with a term ending April 30, 2025. The motion was seconded by Christine A Reuther and carried unanimously.

7.D Approval to appoint Siddiq Kamara to the Immigrant Affairs Board to a term ending December 31, 2024.

Motion made by Richard Womack to appoint Siddiq Kamara to the Immigrant Affairs Board to a term ending December 31, 2024. The motion was seconded by Kevin M Madden and carried unanimously.

7.E Approval to appoint Nicole E. Matteucci to the Women's Commission to a term ending June 30, 2024 and appoint Jacquie L. Jones to the Women's Commission to a term ending June 30, 2025.

Motion made by Richard Womack to appoint Nicole E. Matteucci to the Women's Commission to a term ending June 30, 2024 and to appoint Jacquie L. Jones to the Women's Commission to a term ending June 30, 2025. The motion was seconded by Kevin M Madden and carried unanimously.

## 8) Request by the Controller's Office for payment of current bills

Motion made by Richard Womack to approve the request by the Controller's Office for payment of current bills. The motion was seconded by Kevin M Madden and carried unanimously.

## 9) Communications from the Executive Director

### 10) Solicitor

10.A Approval to file four (4) Consents for Adoption with the Orphans Court.

Motion made by Kevin M Madden to approve to file four (4) Consents for Adoption with the Orphans Court. The motion was seconded by Christine A Reuther and carried unanimously.

**11) Public Comment**

**12) Council Remarks**

**13) Adjourn**

Motion made by Christine A Reuther to Adjourn. The motion was seconded by Kevin M Madden and carried unanimously.

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ANNE M. COOGAN, County Clerk

## COUNTY COUNCIL MEETING 4/3/24

**EARLY LEARNING RESOURCE CENTER REGION 15 (ELRC)  
23/24 REGULATED AGREEMENTS**

<u>AGREEMENT NUMBER</u>	<u>PROVIDER</u>	<u>TERM</u>	<u>AMOUNT</u>
ELRC 1132/23	Tusu Kabbah	2/1/24-*	N/A (Based on maximum State childcare allowance)
ELRC 1133/23	Caring 4 Kids Learning Center 2	3/1/24-*	N/A (Based on maximum State childcare allowance)

\*Either party may terminate this Agreement in accordance with Article IV of this Agreement.

**Conservation District Approvals**

**April 3, 2024 Council meeting**

1. Approval to create Conservation Technician position (Grade J) at \$44,752/year in the Soil & Water Conservation Department effective 3/31/24.
2. Approval to create part time temporary District Manager position in Soil & Water Conservation Department at an hourly rate of \$52.69 not to exceed \$25,000/year effective 3/31/24.
3. Approval to reclass Conservation Technician Team Leader (Grade L) \$55,509.21 to a Conservation Permitting Manager position (Grade O) \$66,393/year with a difference of \$10,883.79 effective 3/31/24.



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** Introducing Jim Peterson as the Director of Purchasing.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** n/a

**ESTIMATED/ACTUAL COST OF REQUEST:** no cost

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Adrienne Marofsky, Public Relations

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** Announcement: Recognizing Earth Day in Delaware County.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 0

**ESTIMATED/ACTUAL COST OF REQUEST:** 0

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** Update from the Health Department.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** n/a

**ESTIMATED/ACTUAL COST OF REQUEST:** no cost

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**





# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Adrienne Marofsky, Public Relations

**ITEM TYPE:** Resolution

**AGENDA SECTION:** Resolution(s)

**SUBJECT:** Resolution: Recognizing April 14 to 20 as Public Safety Telecommunications Week

**EXPENSE BUDGET LINE ITEM** 0  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 0  
**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Maria Cerino,CID

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to apply for PCCD Grant in the amount of \$166,000.00 to purchase two (2) MX908 High Pressure Mass Spectrometer Trace Detectors to help with narcotics investigations and identification of narcotics in a safe manner.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** tbd

**ESTIMATED/ACTUAL COST OF REQUEST:** None

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Submit Grant

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

[MX908 Grant Proposal Draft - FINAL.docx](#)

[SignaturePage\\_2024-03-28\\_082310.pdf](#)



**OFFICE OF THE DISTRICT ATTORNEY  
CRIMINAL INVESTIGATION DIVISION**

DELAWARE COUNTY COURTHOUSE  
MEDIA, PENNSYLVANIA 19063

(610) 891-4700



**JACK STOLLSTEIMER**  
DISTRICT ATTORNEY

**JAMES E. NOLAN, IV**  
CHIEF OF DETECTIVES  
DIRECTOR OF C.I.D.

The Delaware County District Attorney’s Office, Criminal Investigations Division (CID) is requesting \$166,000 to purchase two MX908 High-Pressure Mass Spectrometer Trace Detector to aid in Narcotic Investigations and identification of Narcotics in a safe manner.

These funds will be used for the following:

- Purchase two MX908 High-Pressure Mass Spectrometer Trace Detector
- Trace Sampling Swabs (100 count) for both machines
- Foam-tipped Applicator Swabs (50 count) for both machines
- Shipping and Handling for both machines

Item	Costs	Purpose
MX908 High Pressure Mass Spectrometer Trace Detector	\$79,950.00	Detect narcotics without opening the bag and possibly risking expose – Narcotics Task Force
Trace Sampling Swabs (100 count)	\$1,990.00	Swabs are used to test the Narcotics on the MX908
Foam-tipped Applicator Swabs (50 count)	\$440.00	Applicators are used to swap other
Shipping and Handling	\$200.00	Shipping costs for the MX908
MX908 High Pressure Mass Spectrometer Trace Detector	\$79,950.00	Detect narcotics without opening the bag and possibly risking expose – Jail Interdiction
Trace Sampling Swabs (100 count)	\$1,990.00	Swabs are used to test the Narcotics on the MX908
Foam-tipped Applicator Swabs (50 count)	\$440.00	Applicators are used to swap other
Shipping and Handling	\$200.00	Shipping costs for the MX908

The Delaware County District Attorney’s Office – Criminal Investigation Division (CID) is comprised of detectives, investigators and support staff trained to assist federal, state, and local law enforcement agencies, including Delaware County’s 42 local municipal police departments, in the investigation of crimes and support of prosecutors in the prosecution of those crimes.

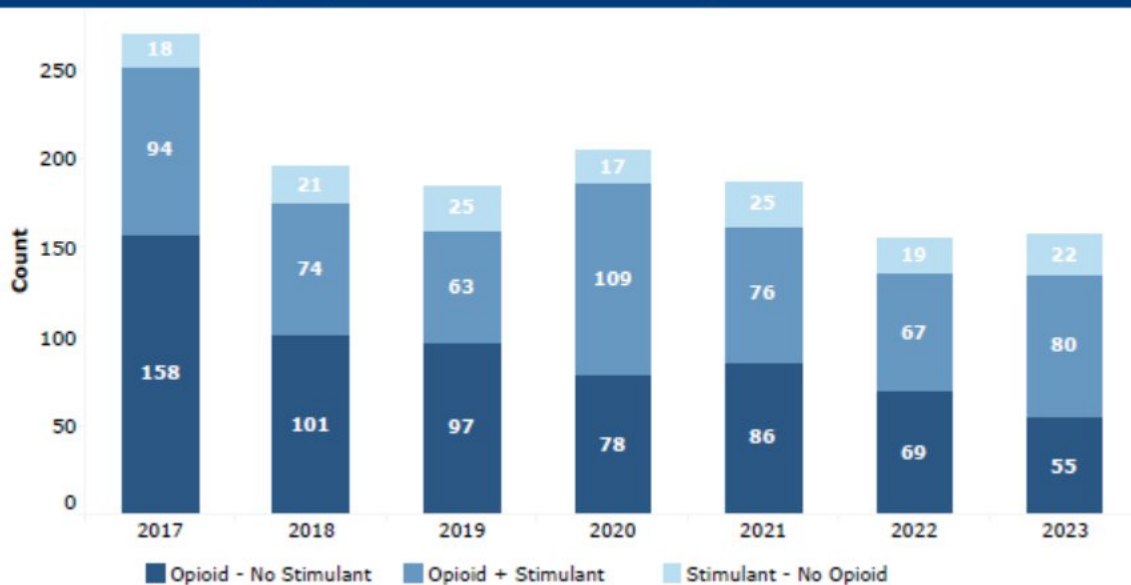
Criminal matters are referred to CID for investigation by citizens and/or other law enforcement agencies. These crimes are reviewed by detectives and prosecutors to determine an appropriate resolution. Charges may be filed, the issues may be referred to another law enforcement agency, or another course of action may be taken.

Delaware County CID oversees the District Attorney Office’s Narcotics Task Force. The Narcotics Task Force was created to train and coordinate local police officers to investigate drug trafficking activity in Delaware County. The task force is comprised of Assistant District Attorneys, detectives, and officers from several municipal police forces. Investigations have resulted in numerous prosecutions and the seizure of considerable amounts of illegal and/or illicit narcotics, illegal weapons, money laundering and other vice activities.

The drug overdose epidemic has increased within the last few years with more deadly narcotics being seized. On average, nearly 15 Pennsylvanians died from a drug overdose every day in 2023. There was an increase in drug overdose deaths in Pennsylvania (3 percent) in 2023 compared to 2022. This number is four times the number of deaths by homicides in 2023. Delaware County has 135 unintentional overdose deaths in 2023.

In April 2022, President Biden proposed a National Drug Control Strategy at a time where drug overdoses were at an all-time high; these overdoses claimed the lives of approximately 106,854 lives in a short period of time. There are two focuses of this strategy: untreated addiction and drug trafficking. Within this strategy, federal agencies will prioritize saving lives, by getting those addicted to drugs the care they need, seizing the drug trafficker’s profits, and make better use of intelligence to guide all these efforts.

### Drug Overdose Deaths Among Delaware County Residents by Drug Class Combinations\*\*, 2017-2023\*



\*\*Opioid class is inclusive of both prescription opioids and illicit opioids, such as heroin, fentanyl, and fentanyl analogues. Stimulant class is inclusive of cocaine, methamphetamine/amphetamine and prescription stimulants. Overdose deaths with missing or incomplete toxicology data excluded.

Counts between 1 and 5 are suppressed.

\*2022 and 2023 death data is preliminary, based on death record data as of January 2024. Please note that finalized death records for overdose deaths are often delayed by 3-6 months and counts may increase. Counts do not include suicides or homicides where someone intended to harm another person by poisoning.

Illegal narcotics including Fentanyl and Xylazine trafficking are broadening the Heroin, Methamphetamine and Cocaine distribution network and is increasing violent crimes directly related and supported by this trafficking which is omnipresent in Delaware County. The LMA HIDTA Delaware County Initiative sits on the border of Philadelphia and the State of Delaware, two of the most violent cities in the country. Between February 2023 and November 2023, Delaware County has reported a drastic increase in overdoses attributed to Fentanyl and/or Xylazine. There were approximately 135 overdose deaths throughout Delaware County; among those 135 overdose deaths, approximately 100 were from Fentanyl and/or Xylazine intoxication. There is an opioid crisis striking Delaware State, Philadelphia and Delaware Counties as well as many other cities and Delaware County is a major thoroughfare and corridor for the transportation of opioids along Interstate 95.

The MX908 is a handheld, portable chemical identifier which utilizes High-Pressure Mass Spectrometry (HPMS) for analysis. MX908 is capable of detecting and identifying a range of chemical targets, including illegal drugs, explosives, chemical warfare agents and hazardous chemicals such as TICs and TIMs. It is also capable of trace detection with enhanced sensitivity and broader treat category coverage (MX908 high-pressure mass spectrometer, 2024). This detector offers flexibility and trace detection power for elite responders in chemicals, explosives, drugs, and priority hazmat scenarios. It can analyze all phases of matter with results in less than 60 seconds. MX908 performs trace-level threat detection with high sensitivity and selectivity. The sensitivity of HPMS lets users conduct field tests analysis of unknown substances and generate actionable intelligence in real time (MX908 high-pressure mass spectrometer, 2024). Detection of substances at trace levels minimizes exposure while allowing the user to rapidly assess threat levels, establish probable cause, and prioritize investigatory resources accordingly.

The MX908's new software makes it the only field device that can identify the highly sensitive explosive compound Mercury Fulminate at trace levels. The MX908 High-Pressure Mass Spectrometer Trace Detector has three detection mode: Drug Hunter, Explosives Hunter, and CWA Hunter. The Drug Hunter is used to detect drugs and pharmaceutical-based agents (PBAs) such as fentanyl and fentanyl analogues, along with other high priority drugs. This mode can detect trace-level drugs including Methamphetamine, Cocaine, Heroin, as well as emerging classes such as cathinones and cannabinoids (MX908 high-pressure mass spectrometer, 2024). Utilizing the Drug Hunter mode the MX908 is capable of detecting three major drugs: 5F-MDMB-PICA, a synthetic cannabinoid which is now the third most prevalent synthetic cannabinoid according to the US DEA National Forensics Laboratory System (NFLIS); Parafluorofentanyl, a fentanyl analog, which was first reported in 2020 and has seen a 400% rise in overdose deaths according to the Center for Disease Control (CDC); N,N-DiMethylPentylone, a synthetic cathinone which first appeared in 2021. The Explosives Hunter is used to detect priority threats from military and commercial grade explosives to homemade energetics, and relevant precursors (MX908 high-pressure mass spectrometer, 2024). The CWA Hunter is used to detect priority chemical warfare agents including real-time vapor quantifications.

Fentanyl is a potent synthetic opioid drug that was approved by the Food and Drug Administration (FDA) to treat severe pain resulting from surgery or more intense pain

conditions. It is approximately 100 times more potent than morphine and 50 times more potent than heroin as an analgesic (*Fentanyl*, 2022). According to the Center for Disease Control and Prevention (CDC), overdose deaths involving synthetic opioids, excluding methadone were involved in roughly 2,600 drug overdose deaths each year in 2011 and 2012, but from 2013 through 2023, the number of drug overdose deaths involving synthetic opioids, excluding methadone increased dramatically each year, to more than 68,000 in 2023. The total number of overdose deaths for this category was greater than 258,000 for 2013 through 2023 (*Fentanyl*, 2022).

Xylazine is a non-narcotic compound utilized for sedation, pain relief, and muscle relaxation in veterinary medicine, where it is often referred to as “anestesia de caballo” or “horse anesthetic” (Papudesi, Malayala, & Regina, 2023). According to the Center for Disease Control and Prevention (CDC), among 20 states and Washington D.C. the monthly percentage of deaths involving illegally made fentanyl (IMF) with xylazine detected increased from 3% in January 2019 to 11% in June 2022 (Centers for Disease Control and Prevention, 2024). In March 2023 the US Drug Enforcement Administration (DEA) issued an alert about a “sharp increase in the trafficking of fentanyl mixed with xylazine”, saying it had seized xylazine and fentanyl mixtures in 48 out of 50 states (Chan, 2023).

5F-MDMB-PICA is a synthetic cannabinoid recently encountered on the designer drug market and has been found laced on plant material and marketed under the guise of herbal incense products (5F-MDMB-PICA, 2024). 5F-MDMB-PICA is a Schedule I controlled substance under the Federal Controlled Substance Act.

The MX908 handheld mass spectrometer provides law enforcement with a powerful tool for investigating narcotics related criminal activity., the MX908 yields structural information with sufficient selectivity to allow for the highest discriminating capability that performs both bulk and trace level detection of specific narcotic substances. As a tool for narcotics enforcement teams the MX908 is instrumental when used during investigations for documenting evidence and allowing probable cause to be established.

All bulk materials leave trace evidence. For example, during an investigation an officer observed a car leaving the residence of a known and under surveillance narcotics dealer. When testing the trunk of the car the trace level detection capability of the MX908 results in informing the officer that the car had been used to transport narcotics even when the narcotics were not currently present in the vehicle. This opens the door to source the driver as a possible drug trafficker who may have been or is actively engaged in the transportation of narcotics.

The Delaware County Narcotics Task Force currently field tests the narcotics either with the NIK tests or the TruNarc machine. To utilize the NIK tests, the officers must open the narcotics, take a sample, and put it into the capsules. This method is extremely dangerous to the officer especially if they are unknowingly testing fentanyl. Fentanyl is dangerous if it touches skin or is ingested into the human body. The effects of fentanyl can be either short-term or long-term depending on how much is ingested. These effects can range from nausea, dry mouth, drowsiness, vomiting, itching, confusion, and sweating to hallucinations, delirium, hypotension,

difficulty breathing, loss of consciousness and sometimes overdose. The TruNarc machine is another method of field-testing narcotics however it is an outdated version of the MX908. To utilize this machine, the officer must hold the narcotics in their packaging in front of a laser, sometimes the machine does not read the narcotics and the officer must open the packaging. This machine also is not updated with the newer narcotics such as fentanyl and xylazine. The narcotics are ultimately sent to the Pennsylvania State Lab to be tested; however, the lab reports take time, and the field testing narcotics allows the officers to charge the defendants and prosecute the cases faster. These field test results are utilized at the preliminary hearings.

The need to continuously improve officer safety from exposure to fentanyl compounds is an ongoing top-level concern. During a narcotics investigation in November 2023, a Delaware County Task Force Officer was exposed to fentanyl. He was in pursuit of the suspect when the suspect discarded fentanyl all over the apartment bathroom exposing himself and the task force officer. There continues to be a significant rise in fentanyl and fentanyl-like substances being introduced into the market often mixed with other narcotics or made into counterfeit pills. The Delaware County District Attorney's office continues to seize fentanyl at record levels. In 2023 alone, Delaware County District Attorney's office has reportedly seized close to 10 kilograms of fentanyl and thousands of counterfeit fentanyl pills. The MX908 can detect and identify the presence of fentanyl and other drugs at trace levels, minimizing exposure to officers.

Mexican cartels have shifted their approach to fentanyl compounds by sourcing precursor materials vs. finished product resulting in new and possibly more deadly fentanyl compounds entering the market. To date there are an estimated 3,000-4,000 potential fentanyl and fentanyl-like compounds. The MX908 has a unique feature that allows law enforcement to detect over 2,000 of these compounds based on their chemical structure. Traditional spectroscopy systems are limited to the use of library-based matches to make an identification. The MX908 Fentanyl Classifier operates using a library independent function. This function significantly increases the likelihood of identifying new fentanyl trends earlier and thus provide law enforcement the opportunity to educate the community and better prepare for these threats as they emerge. Using the MX as part of a proactive strategy for detecting new fentanyl trends puts law enforcement ahead of the curve in their own communities. The intelligence gathered in the local community may assist federal agencies in shifting interdiction tactics.

Related to the influx of fentanyl and fentanyl-like substances is the increase in illicit pill mills that represent a danger to officers. It takes 25 times less fentanyl to supply the same demand as heroin (e.g., 1kg of fentanyl = 25kg of heroin). This allows smaller, compact packages to be brought into the US (Commission on Combatting Synthetic Opioid Trafficking Final Report, 2022) using new and more difficult to detect methods. The result is a potential increase in pill mills in the US. Pill mills are known to be one of the most dangerous places for law enforcement exposure to due to the high concentration of fentanyl in airborne and trace forms.

The MX908 is adept at identifying methamphetamine in both trace and bulk forms allowing law enforcement to execute search warrants, document probable cause, and create a link to vehicles, homes, and other assets as part of asset forfeiture programs.

The use of the MX908 for the purposes of methamphetamine identification includes investigative purposes to locate or investigate illicit activities related to the manufacture and distribution of methamphetamine (including precursor diversion, laboratories, or methamphetamine traffickers). Bulk materials and end product commonly result in left over residual materials. Using the capability of the MX908, trace materials can be sampled off a person's clothing, hands, or items in their possession, such as cell phones. This provides critical intelligence during the investigation phases. Because meth is submitted for forensic laboratory analysis in such high volume the use of the MX908 allows law enforcement to only send those samples to the forensic laboratory that are going to trial. This is part of a tool set that allows officers to submit their evidence to prosecutors for use through and up to pretrial motions. Providing narcotics task forces the tools to conduct an investigation allows for a broad and unimpeachable approach to ensuring the investigation is on the right track. Field versions of laboratory-based technology have now been in the hands of officers and used successfully for over 10 years. The introduction of the MX908 provides a new pool of evidentiary data in the form of trace level detection that is unique to the operation of the MX908.

For the foreseeable future, laboratories, particularly the chemistry section, will be hit with two major events that will divert and consume resources and may impact the wait time for processing narcotics samples. These two factors are: Marijuana legalization and Global shortages of helium. The old process of marijuana confirmation required less than 10 minutes of analysis time. Now, where marijuana is legalized, the labs are performing instrument quantitation which requires instruments, expensive reagents, and standards. The entire process has gone from 10 minutes of analysis time to often taking a full day to obtain results.

The go to instrument for narcotics analysis are Gas Chromatography Mass Spectrometry instruments also known as GCMS. These systems require the use of helium as a carrier gas. Over the last 10 years the global supply of helium has been unable to keep up with growing demand. This has caused price of helium and thus the cost per narcotics sample tested to increase. In some cases, the availability and cost increases are forcing labs to switch to alternative, albeit slower, instrument types such as FTIR. All of this exacerbates any existing delays in processing time and adds to any backlog of cases.

The MX908 is a mass spectrometer that operates on the identical principle of the traditional mass spectrometers used in the forensic laboratory. The MX908 is a field portable system that uses ambient air as the carrier gas (does not require helium). By using the MX908, officers can test samples using this same, laboratory proven, technique to analyze suspected narcotics in the field. The information gained from the MX908 will allow officers to start legal proceedings and work with prosecutors in advance of processing to be completed by the laboratory. If the case goes to trial, then the lab only needs to analyze the substance at that point in time. According to the NFLIS 2020 report, meth, cocaine, fentanyl, and heroin combined make up 81% of all drug cases. This means that analysis in the field, with a properly established program, may significantly reduce the number of drug cases being sent to the lab for analysis.

It is virtually assured that law enforcement in every US location will encounter fentanyl and send it off to a forensic lab for analysis. However, knowing if fentanyl is present in a given



sample is solely the domain of trace analysis technology. Due to the powerful nature of fentanyl, only a small amount, equivalent to two grains of salt, is necessary to be mixed with other drugs in order for users to obtain a narcotic effect. Existing technologies lack the degree of sensitivity of the MX908 which allows it to excel at identifying fentanyl in low concentration mixtures. So inadvertently, law enforcement may be sending a sample back to a lab that has an unidentified fentanyl component.

In addition to laboratory personnel safety, the use of the MX908 Fentanyl Classifier algorithms help to alert the law enforcement community to the presence of a potentially new fentanyl or fentanyl like substance. This advanced intelligence, when provided to the forensic laboratory, will allow personnel to take appropriate action to confirm the presence of a new substance much earlier in the adoption phase. The information gained may help law enforcement and prosecutors identify, arrest, and prosecute suppliers and traffickers before a new substance has a chance to establish itself in the community.

Prosecutors are constantly under deadlines to meet case requirements. In most cases, suspects are offered the opportunity to waive their right to a speedy trial, typically 90 days from indictment. If an effort is made to adjudicate a case within that speedy trial window, this accelerates every step in the process including obtaining confirmatory results from the laboratory before trial. Prosecutors in dozens of locations at the federal, state and local level have found the MX908 to be an invaluable tool. The MX908 establishes the identity of suspected controlled substances in the field as a presumptive analysis tool. Today the technology has been used to:

- Establish probable cause for arrests
- Establish probable cause for search warrant affidavits
- Establish probable cause to support seizure of evidence and assets
- Establish probable cause in charging decisions
- Establish probable cause in preliminary hearings and grand jury proceedings
- Reduce the number of court continuances while waiting for lab results
- Reduce backlogs related to laboratory analysis of suspect substances
- Aid in discovery
- Aid in case resolution at earlier stages
- Reduce other court related costs
- Allow faster entry into rehabilitation / drug court

Many states are moving towards treating fentanyl overdose deaths as drug induced homicides rather than accidental overdoses. As these new laws become prevalent and cases are successfully prosecuted, it will be important for prosecutors to build strong cases with every bit of available evidence. The MX908, with its trace capability, offers a new pool of evidence to consider that has previously remained unavailable for field analysis. This new pool of evidence

comes from officers using the MX908 to determine the presence of fentanyl in the sub 5% concentration range. Where most other technologies can only identify the bulk substance, the MX908 offers evidence analysis in bulk, residual, and invisible to the naked eye trace levels of fentanyl. During an investigation, the MX908 documents and records every test that is performed by the officers and produces a physical hard copy and digital report that can be presented in court by prosecutors and testified to by officers.

The Delaware County Criminal Investigations Division (CID) – Narcotics Task Force works closely with George W. Hill Correctional Facility in the prevention and prosecution of narcotic contraband cases. Between 2021 and 2024, there were 186 reported narcotic contraband cases with a growing total of 123 criminally charged. There are reports of fentanyl and 5F-MDMB-PICA overdoses within George W. Hill Correctional Facility which has spiked in the last year.

The MX908 allows officers to identify trace levels of fentanyl in the field allowing for special precautions to be taken and to notify the lab that the submitted samples contain fentanyl. This may help to reduce accidental exposure of laboratory personnel when opening evidence packages and other items being sent in for analysis. In 2019, the Delaware County Narcotics Task Force arrested 168 individuals, seized 41 firearms, seized 17 vehicles, and seized approximately \$133,356. In 2020, the Delaware County Narcotics Task Force arrested 126 individuals, seized 20 firearms, seized 4 vehicles, and seized approximately \$158,399.08. In 2021, the Delaware County Narcotics Task Force arrested 86 individuals, seized 37 firearms, seized 10 vehicles, and seized approximately \$438,072. In 2022, the Delaware County Narcotics Task Force arrested 111 individuals, seized 69 firearms, seized 18 vehicles, and seized approximately \$339,133. In 2023, the Delaware County Narcotics Task Force arrested 94 individuals, seized 122 firearms, seized 12 vehicles, and seized approximately \$1,067,729. So far in 2024, the Delaware County Narcotics Task Force arrested 18 individuals, seized 20 firearms, and approximately \$30,219.

### Delaware County Narcotics Task Force Statistics for Narcotics

	2019	2020	2021	2022	2023	2024
Methamphetamine	1980.6g	539.52g	18,736.3g	369,020g	2812.07g	907.18g
Marijuana	12,752.15g	5454.45g	57,314.6g	539,271g	24,385.1g	9753.2g
Cocaine	855.5g	3373.3g	7270.2g	257,090g	6756.8g	70.35g
Crack	218g	65.3g	4g	923.03g	1154.82g	3g
Heroin	439.32g	10.02g	301.19g	2.4g	634.54g	
Fentanyl	1.5g	6g	2721.8g	422,320g	53,950.25g	4013g
Xylazine					12,274g	
Amphetamine	2g, 334du	61 du		.3g		
Hydrocodone	115 du	192 du				
Buprenorphine	2g, 155 du	28 du	2 du	227 du	16 du	60 du
Oxycodone	6g, 174 du	143 du		6.78g	9 du	
K2	78g	4.5g	15,000g	151.86g		1360.78g
THC	2g, 24 du					
Alprazolam	2587 du	235 du	94 du	.332g		
Ketamine	28g					
LSD	8g				1300 du	
Morphine	2 du					
MDMA		52 du	100 du	4g	746g	
PCP		20g			70.9g	
Methadone		8 du	.3mL		120 du	
Psilocybin		450g			2g	
Edibles			500 du		14 du	
Clonazepam			5159.6g			
Diazepam			.5g	.01g		
Ecstasy					31 du	
Tramadol					5 du	
Xanax				12 du	299 du	
Percocet					240 du	
Ketamine					964g	
MDA					168g	

\*\* g = grams, du = dosage unit, mL = milliliters

## Citations

- 5F-MDMB-PICA. DEA. (2024, February).  
[https://www.deadiversion.usdoj.gov/drug\\_chem\\_info/5F-MDMB-PICA.pdf](https://www.deadiversion.usdoj.gov/drug_chem_info/5F-MDMB-PICA.pdf)
- Centers for Disease Control and Prevention. (2024, February 22). *What you should know about xylazine*. Centers for Disease Control and Prevention.  
<https://www.cdc.gov/drugoverdose/deaths/other-drugs/xylazine/faq.html>
- Chan, W. (2023, March 31). *The horrific rise of Xylazine, the flesh-destroying drug making fentanyl even deadlier*. The Guardian.
- Commission on Combating Synthetic Opioid Trafficking. (2022). *Commission on combating synthetic opioid trafficking*. Objective Analysis Effective Solutions.  
[https://www.rand.org/pubs/external\\_publications/EP68838.html](https://www.rand.org/pubs/external_publications/EP68838.html)
- DEA. (2022, April 6). *DEA warns of increase in mass-overdose events involving deadly fentanyl*. DEA warns of increase in mass-overdose events involving deadly fentanyl.  
<https://www.dea.gov/press-releases/2022/04/06/dea-warns-increase-mass-overdose-events-involving-deadly-fentanyl>
- Fentanyl*. DEA. (2022, October). <https://www.dea.gov/factsheets/fentanyl>
- MX908 high-pressure mass spectrometer*. MX908 – Southern Scientific. (2024).  
<https://www.southernscientific.co.uk/products-by-manufacturer/908-devices/mx908#applications>
- National Forensic Laboratory Information System. (2020). NFLIS-Drug 2020 annual report.  
<https://www.nflis.deadiversion.usdoj.gov/nflisdata/docs/NFLISDrug2020AnnualReport.pdf>
- National Forensic Laboratory Information System. (2022). *NFLIS-Drug*. NFLIS.  
<https://www.nflis.deadiversion.usdoj.gov/>
- Papudesi, B. N., Malayala, S. V., & Regina, A. C. (2023, July 17). *Xylazine toxicity*. StatPearls [Internet]. <https://www.ncbi.nlm.nih.gov/books/NBK594271/>

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF ATTESTING OFFICER

\_\_\_\_\_  
TITLE OF ATTESTING OFFICER

\_\_\_\_\_  
Delaware County Executive Director  
NAME OF APPLICANT AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
SOLICITOR

APPROVED:

\_\_\_\_\_  
CONTROLLER

\_\_\_\_\_  
DISTRICT ATTORNEY  
(VS applications only)

**FOR PCCD USE ONLY**

We certify that this application is approved and that a grant award has been received to pay the herein stated \_\_\_\_\_ funds.

\_\_\_\_\_  
PCCD Executive Director or designee

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPTROLLER OPERATIONS

\_\_\_\_\_  
DATE

Approved as to form and legality:

\_\_\_\_\_  
COUNSEL TO PCCD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
35-FA-1.2  
OFFICE OF GENERAL COUNSEL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
35-FA-1.2  
DEPUTY ATTORNEY GENERAL

\_\_\_\_\_  
DATE



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Maria Cerino, CID

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to accept the High Intensity Drug Trafficking Agency (HIDTA) 2024 Grant in the amount of \$27,000.00 for the term of 1/1/2023 to 12/31/24.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** HIDTA Grant G23PC0004A

**ESTIMATED/ACTUAL COST OF REQUEST:** \$27,000.00 (award)

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Accept Grant

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

[hidta\\_20240404150749.pdf](#)

[hidta\\_20240404150819.pdf](#)

EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF NATIONAL DRUG CONTROL POLICY

Washington, D.C. 20503

March 6, 2023

Mr. Jack Stollstiemer  
Delaware County District Attorney's Office  
201 W Front ST, Room 102  
Media, PA 19063-2708

Dear Mr. Stollstiemer:

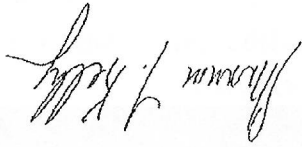
We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G23PC0004A) has been awarded in the amount of \$27,000.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Liberty Mid-Atlantic HIDTA and approved by the Office of National Drug Control Policy (ONDCP). The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

Finance Unit  
National HIDTA Assistance Center  
11200 NW 20th Street, Suite 100  
Miami, FL 33172  
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395-6794.

Sincerely,



Shannon Kelly

National HIDTA Director



**GRANT CONDITIONS**

**A. General Terms and Conditions**

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.eft.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
  - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
  - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
  - Conflict of Interest and Mandatory Disclosure Requirements
  - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at <https://www.whitehouse.gov/ondcp/grant-programs/>.



8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.

9. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

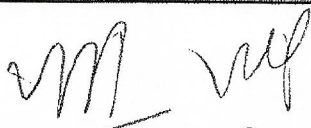
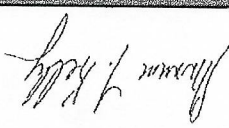
None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

10. Federal Funding Accountability and Transparency Act (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.

13. As specified in 2 CFR 200.303 Internal Controls, recipient must:

<p>Executive Office of the President Office of National Drug Control Policy</p>		<p>1. Recipient Name and Address Jack Stollstiemer District Attorney Delaware County District Attorney's Office 201 W Front ST Room 102 Media, PA 19063-2708</p>	
<p>4. Award Number (FAIN): G23PC0004A</p>		<p>5. Period of Performance: From 01/01/2023 to 12/31/2024</p>	
<p>7. Action: Initial</p>		<p>2. Total Amount of the Federal Funds Obligated: \$27,000.00</p>	
<p>6. Federal Award Date: March 6, 2023</p>		<p>2A. Budget Approved by the Federal Awarding Agency \$27,000.00</p>	
<p>8. Supplement Number</p>		<p>3. CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001</p>	
<p>9. Previous Award Amount:</p>		<p>3A. Project Description High Intensity Drug Trafficking Areas (HIDTA) Program</p>	
<p>10. Amount of Federal Funds Obligated by this Action: \$27,000.00</p>		<p>12. This Grant is non-R&amp;D and approved subject to such conditions or limitations as are set forth on the attached pages.</p>	
<p>11. Total Amount of Federal Award: \$27,000.00</p>		<p>13. Statutory Authority for Grant: Public Law 117-328</p>	
<p>RECIPIENT ACCEPTANCE</p>		<p>AGENCY APPROVAL</p>	
<p>15. Typed Name and Title of Authorized Official Jack Stollstiemer District Attorney Delaware County District Attorney's Office</p>		<p>14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy</p>	
<p>17. Signature of Authorized Recipient/Date </p>		<p>16. Signature of Approving ONDCP Official </p>	
<p>19. HIDTA AWARD OND1070DB2324XX OND6113 OND2000000000 OC 410001</p>		<p>18. Accounting Classification Code UEI: JBFUUCIK1164 DUNS: 026530571 EIN: 1236003046A7</p>	
<p>AGENCY USE ONLY</p>			
<p>Grant Agreement</p>			



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Laura DeMutis, CID

**ITEM TYPE:** Purchase

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to renew Griffeye Inc. forensic licenses in the amount of \$37,745.50 using ICAC grant funds.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 2624-2938-643000 and 2924-2935-641000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$37,745.50

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Both quotes are attached as well as a sole source letter.

**ATTACHMENTS:**  
[Griffeye Quotes.pdf](#)

Issued: 9/8/2023  
Valid to: 4/8/2024  
Revision number: 1  
Quote ID: QUO-02589-N6Z3Y7



# Quote

Customer

Delaware County CID (PA)  
201 West Front St  
Media, 19063 PA  
USA

Thank you for your tireless commitment and daily sacrifices to make the world we live in a safer and better place.

For attention of Detective Sergeant Ken Bellis

Quote specification

\$11,799.50

Product	Qty	Unit Price	Unit Discount	Total
DI Pro - Floating GRAS-01552 List price for 12 month License is 1995 per year. Licensed per concurrently used machine. All upgrades are included along with support and maintenance.	10	\$1,995.00		\$19,950.00

discount

Grand total	\$17,955.00
-------------	-------------

The quote is based on license length 12 months.

Unless you have an existing written agreement with Griffeye for the products and/or services listed in this quotation, by: (a) confirming acceptance of this quotation; (b) submitting an Order to Griffeye referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions and EULA applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document.

To accept this quote, please confirm in writing to Territory Sales Representative **Rebecca Walter** at [Rebecca.Walter@griffeye.com](mailto:Rebecca.Walter@griffeye.com), (+1 (970) 980-8065). Please provide the email addresses for all users the licenses will be registered to. This quote is valid to 4/8/2024.

10 Licenses for Pennsylvania State Police

Payment terms: 30 days net  
The price excludes VAT or any other taxes.  
Payment methods include bank transfer, check or by credit card.

Griffeye Inc.  
117 East Mountain Ave Suite 200, Fort Collins, CO 80524  
Company identification no: 6312315 (registered in Delaware, USA)  
[www.griffeye.com](http://www.griffeye.com)

2924-2935-641000

Issued: 2/6/2024  
Valid to: 4/6/2024  
Revision number: 0  
Quote ID: QUO-02968-J6T5G0



# Quote

Customer

Delaware County CID (PA)  
201 West Front St  
Media, 19063 PA  
USA

Thank you for your tireless commitment and daily sacrifices to make the world we live in a safer and better place.

For attention of Detective Sergeant Ken Bellis

Quote specification

\$ 1,775.50

Product	Qty	Unit Price	Unit Discount	Total
DI Pro - Floating GRAS-01552 List price for 12 month License is 1995 per year. Licensed per concurrently used machine. All upgrades are included along with support and maintenance.	11	\$1,995.00		\$21,945.00

discount

Grand total	\$19,750.50
-------------	-------------

The quote is based on license length 12 months.

Unless you have an existing written agreement with Griffeye for the products and/or services listed in this quotation, by: (a) confirming acceptance of this quotation; (b) submitting an Order to Griffeye referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions and EULA applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document.

To accept this quote, please confirm in writing to Territory Sales Representative **Rebecca Walter** at [Rebecca.Walter@griffeye.com](mailto:Rebecca.Walter@griffeye.com), (+1 (970) 980-8065). Please provide the email addresses for all users the licenses will be registered to. This quote is valid to 4/6/2024.

10% discount applied.

Payment terms: 30 days net  
The price excludes VAT or any other taxes.  
Payment methods include bank transfer, check or by credit card.

Griffeye Inc.  
117 East Mountain Ave Suite 200, Fort Collins, CO 80524  
Company identification no: 6312315 (registered in Delaware, USA)  
[www.griffeye.com](http://www.griffeye.com)

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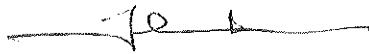
To whom it may concern:

This letter is to confirm that the Griffeye Analyze platform (including products DI Core, DI Pro, Processing Engine, Collaboration Server Operations, Collaboration Server Enterprise, Command, and Entity Management) are developed and manufactured by Griffeye Technologies AB. All Griffeye software is proprietary to Griffeye Technologies AB. Griffeye Technologies AB and Griffeye Inc. are wholly owned subsidiaries to Safer Society Group Sweden AB.

Griffeye Inc. is the only authorized reseller, either in the United States or around the world, that is authorized to sell Griffeye products to State & Local law enforcement in the United States, including the Griffeye Analyze platform, as well as all associated license renewals and certification training.

Griffeye Technologies AB does not outsource or refer out any of its software which can only be sold or offered by Griffeye Inc. to State & Local law enforcement in the United States.

Sincerely,



Johann Hofmann  
CEO, Griffeye Inc.





SOURCE SELECTION DETAILS: (Briefly describe how this purchase meets the above criteria.)  
All Griffeye software is propoetary to Griffeye Technologies.

LIST THE SPECIFIC FEATURES, PERFORMANCE SPECIFICATIONS, OR PARAMETERS THAT MAKE THIS PRODUCT OR SERVICE UNIQUE OR PROPRIETARY AND INDICATE WHY THESE UNIQUE FEATURES ARE INDISPENSIBLE TO THE COUNTY:  
Griffeye inc is teh only authorized seller in the United States or around the world, that is authorized to sell Griffeye products.

EXAMPLES OF NON-COMPLIANT SOLE SOURCE/PROPRIETARY PURCHASES

- "Our professionals have identified [vendor's product] as the most durable, safe, and efficient system of its kind."
- "[The vendor] has claimed the technology is proprietary and we agree."
- "[Vendor] is the exclusive patent holder of us patents [x, y, and z]. No other manufacturer can legally produce [the product] with the same properties."
- "Our agency has performed research [on these products]. The manufacturer can provide [range of products] that will enable the county to [meet our statutory requirement]."
- This vendor is our incumbent and only their products will work with the equipment we already have.
- "Our staff tested [these products] against others, and only [the identified products] that passed our rigorous qualification process were placed on the agency's approved products list. We can only buy products on our approved products; therefore, these products are proprietary."
- "The [brand] furniture purchased will be used to provide a comfortable and aesthetically pleasing work environment for employees' working in the office so they may provide county residents frequenting the building excellent customer service in a welcoming atmosphere."

PREPARER ATTESTS THAT BY SUBMITTING THIS JUSTIFICATION FOR SOLE SOURCE/PROPRIETARY PURCHASE JUSTIFICATION FORM, THE PREPARER IS NOT AWARE OF ANY CONFLICT OF INTEREST BETWEEN THE PREPARER OR ANY OTHER STAFF MEMBER OF THE REQUESTING DEPARTMENT AND THE PROPRIETARY PURCHASE VENDOR. A CONFLICT OF INTEREST WOULD INCLUDE BUT IS NOT LIMITED TO: A STAFF MEMBER HAVING A FINANCIAL OR MANAGERIAL INTEREST IN THE VENDOR'S COMPANY, A RELATIVE BY BLOOD OR MARRIAGE OF THE STAFF MEMBER, A STAFF MEMBER HAVING FINANCIAL OR MANAGERIAL INTEREST IN THE VENDOR'S COMPANY, RECEIPT BY ANY STAFF MEMBER HAVING OF ANY ECONOMIC OPPORTUNITY, FUTURE EMPLOYMENT, GIFT, LOAN, GRATUITY, SPECIAL DISCOUNT, OR TRIP FROM THE VENDOR.

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE

PRINT NAME: Chief JAMES Nolan  
(DEPARTMENT HEAD)

SIGNED: Chief J. Nolan  
(DEPARTMENT HEAD)

DATE: 4/3/24

SIGNED:  
(CENTRAL PURCHASING DIRECTOR)

DATE:



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Jonathan Lichtenstein, Executive Director

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a Grant Agreement to Upper Chichester Library using ARPA funds in an amount not to exceed \$500,000 to fund a portion of a new library building. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** TBD  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 500,000  
**REQUEST:**

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Upper Chichester Library Grant Agreement DRAFT.pdf](#)

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**GRANT AGREEMENT**  
**AMERICAN RESCUE PLAN ACT FUNDS**

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This is a Grant Agreement (“Agreement”), dated as of April 17, 2024, by and between Upper Chichester Library (“Grantee”) and the County of Delaware, Pennsylvania (“Grantor”). The Grantee is a non-profit entity under Section 501(c)(3) of the Internal Revenue Code. The Grantor is a local government entity under the laws of the Commonwealth of Pennsylvania. This Agreement was approved by Grantor’s County Council on April 17, 2024.

The Grantor desires to support Grantee by making a grant consistent with the requirements of ARPA (as defined herein). The Grant Plan is attached as **Exhibit A**.

The Grantee and Grantor agree as follows:

**1. CORE TERMS**

**1.1 Grant.** Grantor will make a grant (the “Grant”) to Grantee in the maximum amount of \$500,000 subject to the terms and conditions and in accordance with the schedule set out in the Grant Plan. The Grant Plan and attachments thereto are specifically incorporated herein. The funding of the full amount of the Grant is conditioned upon Grantee complying with all statutory requirements and the requirements of this Agreement. The Grant is being funded with funds received by Grantor from the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF Funds”) under the American Rescue Plan Act of 2021 (“ARPA”).

**1.2 Use of Grant.** Grantee will use the Grant, and any income earned on the Grant funds, for the project set out in the Grant Plan (as further described in the Grant Plan, the “Project”). Grantee represents that it has the intention, willingness and capability to complete the Project in a competent and timely manner and acknowledges that Grantor is relying on this representation as a material inducement to enter into this Agreement.

**1.3 Grant Period; Term.** The grant period (“Grant Period”) is set out in the Grant Plan. The term of this Agreement shall be from the date first indicated above to the end of the Grant Period including any continuing obligations of Grantor following the completion of the Project.

**2. COMMUNICATION; REPORTS; RECORDS**

**2.1 Contact Persons.** The Grantee and Grantor will each appoint one individual to act as principal contact person for notices and notices and other communications under this Agreement. The initial appointees are identified in the Grant Plan. Each of Grantee and Grantor may change its contact person at any time by written notice to the other party.

**2.2 Reporting.** Client will provide Grantor with narrative and/or financial reports as set out in the Grant Plan and in accordance with the requirements of ARPA as the Grantor establishes. In the event of a conflict between this Agreement and ARPA, the requirements of ARPA shall take precedence.

**2.3 Recordkeeping.** The Grantee will maintain its books and records in a manner that will provide Grantor with sufficient detail to review Grantee’s receipts and expenditures relating to the Grant. Grantee will make such records available for review by Grantor upon reasonable notice during the Grant Period and for five (5) years after all funds have been expended or returned to the Grantor, whichever is later. The

Grantee shall also provide access to records as required to support review under ARPA and the Grantor's annual auditing requirements (as established by its Controller).

**3. DONOR RECOGNITION; PUBLICITY.** Grantee may announce and publicize the Grant in recognition of Grantor's support but may not use Grantor's logo without further written consent.

#### **4. GRANT ADMINISTRATION**

**4.1 Funds Management.** Grantee will manage the Grant funds in accordance with applicable law and the provisions of this Agreement. Grantee may combine the Grant funds with other assets and funding sources for the execution of the Project. Grant funds will be used as described in the Grant Plan.

**4.2 Changed Circumstances.** Grantee will notify Grantor if the Grantee determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose. In that case, the Grantee will promptly return all unspent or unallocated funds with the Grantor assuming a primary position among all creditors. Grantee agrees that the Grantor reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in Grantor's sole discretion.

**4.3 Overpayments.** Grantee agrees to reimburse Grantor 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.

**5. COMPLIANCE.** Grantee agrees to adhere to all Federal, State, County and Municipal laws, codes, and regulations applicable to the Project. Grantee represents and warrants that it is a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code. Grantee will promptly notify Grantor of any changes in such status. Grantee will comply with all applicable Internal Revenue Code provisions.

#### **6. GENERAL PROVISIONS**

**6.1 Entire Agreement.** This Agreement, together with the Grant Plan and the attachments thereto, expresses the final, complete, and exclusive agreement between Grantee and Grantor, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between Grantee and Grantor relating to its subject matter. If there are any inconsistencies between the Grant Plan and this Agreement, this Agreement will control.

**6.2 Amendment; Assignment.** This Agreement may be amended only as stated in writing and signed by both Grantor and Grantee which recites that it is an amendment to this Agreement. Neither this Agreement nor any of Grantee rights hereunder (including the right to receive grant funds) shall be assigned by Grantee without the prior written consent of Grantor.

**6.3 Third Party Beneficiaries.** This Agreement is for the exclusive benefit of Grantee and Grantor, and not for the benefit of any third party, including, without limitation, any board member, employee, or volunteer of Grantee; provided, that funding will be provided to certain Partner Organizations as described in the Grant Plan.

**6.4 Governing Law.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. Grantee 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 agreement 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.

**6.5 Force Majeure.** Grantee will not be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond its control. Grantee will notify and consult with Grantor regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

**6.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

**6.7 Indemnification; Insurance.** Grantee shall indemnify and hold harmless Grantor, its Council, officials, officers, employees and agents from, and shall defend it and them against, any and all liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation) (i) arising from, in connection with or caused by any act or omission of Grantee or (ii) arising from or in connection with the Project. Grantee shall maintain, at its sole cost and expense, comprehensive general liability, and property damage insurance for the Project in such amounts as are reasonably required for its ongoing operations, as well as any required workers' compensation insurance. The provisions of this Section shall survive the expiration or termination of this Agreement, and the obligations of Grantee hereunder shall apply to losses or claims whether asserted prior to or after the expiration or termination of this Agreement.

## **7. TERMINATION**

Grantor shall have the right to: (1) immediately, without prior notice, withhold undisbursed Grant funds; and/or (2) terminate this Agreement, in whole or in part, by giving not less than 30 days' prior written notice to the Grantee specifying the effective date of termination; in each case, for any of the following reasons:

1. Failure of Grantee to comply with the terms of this Agreement.
2. Misuse of funds, gross mismanagement, criminal activity, or malfeasance in the implementation of this Agreement.
3. Loss of Grantee's status (or any Partner Organization, as defined in the Grant Plan) as an organization described in Section 501(c)(3) of the Internal Revenue Code.
4. Loss by Grantee of any material portion of the other sources of funds for the Project described in the Grant Plan, if any.

In the event of a termination of this Agreement pursuant to the provisions above, all unused Grant funds shall promptly be returned to Grantor together with any accrued interest. In the event that Grantor gives notice to withhold funding or terminate this Agreement (except as described in clause 2 above), Grantee shall have the right to cure any default within 30 days of receipt of notice of termination if such default is capable of being cured.

The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights under this Agreement.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement by their properly authorized officers or officials to be effective as of the date stated in its first paragraph:

**Grantee**

By: \_\_\_\_\_  
Name: Dawn Daniels  
Title: President

**Grantor**

By: \_\_\_\_\_  
Name: Dr. Monica Taylor  
Title: Council Chair

Attested by: \_\_\_\_\_  
Name: Anne Coogan  
Title: County Clerk

Grantee UEI Number: \_\_  
Grantee listed in SAM.gov  Yes \_\_\_ No

Grantee is working with Upper Chichester Township (the "Township") to bid out contracts for and to assist in managing the Project and the various funding sources for the Project. The Township (1) acknowledges the restrictions of this Agreement with respect to the provision of funds for the Project by Grantor and (2) agrees to comply with the terms hereof with respect to the use of such funds.

ACKNOWLEDGED AND AGREED:

**UPPER CHICHESTER TOWNSHIP**

By: \_\_\_\_\_  
Title:

## EXHIBIT A – GRANT PLAN

**Background.** The Upper Chichester Library was founded in 2001 by two local boy scouts, George and Greg Daniels, who collected over 10,000 books and established the library in its present home today at The Willowbrook Shopping Center. After 18 years of service to the Upper Chichester Community, the library is still an independent, public library.

**Use of Grant Funds.** The grant funds will be used to finance a portion of a project consisting of the renovation and repurposing of a Boothwyn Fire Company building for use as a library.

An estimated budget is set forth below.

Building Cost Estimate	\$4,214,750.00
Site Improvements Estimate	\$750,000.00
10% Contingency	\$496,475.00
15% Final Design / Engineering / Inspections	\$819,183.75
Internal Furnishings	<u>\$210,737.50</u>
Estimated Project Cost	<u>\$6,491,146.25</u>

Grantee has commitments for funding from the Pennsylvania RACP grant program, Federal Congressional Funding, fundraising and Upper Chichester Township. Grantee is currently in the process of raising additional funds for the Project through grants, donations and other available sources.

**Supporting Documentation.** Grantee shall provide all documentation the Grantor reasonably requires. Grantee recognizes that the Grantor is a public entity and the right to restrict distribution to this information is limited by state and federal law.

**Funding.** The Grant will be provided from the Grantor's receipt of funds under ARPA under the terms and conditions the U.S. Treasury has established for the uses of these public funds.

**Grant Period.** The Grant will finance costs incurred by Grantee no later than December 31, 2025, unless Grantor in writing extends the Grant period, in its sole discretion. The Project is currently anticipated to be completed in the first half of 2025.

**Reporting.** Grantee will provide reports within 30 days of the end of each calendar quarter, starting in July 2024, consisting of updates on the Project including (i) funds raised, (ii) funds spent, (iii) costs incurred and (iv) percent completion. Grantee will also provide Grantor with copies of all reporting and other materials submitted pursuant to its RACP Grant Agreement. Grantee will further provide quarterly and annual reporting as reasonably required by the Grantor to meet the purposes of ARPA and the Grantor's annual reporting and audit requirements.

**ARPA.** The grant is being funded by Grantor with SLFRF Funds received pursuant to ARPA and allocated to fund government services. Further requirements for use of SLFRF Funds are attached hereto as Attachment 1.

**Funding.** Payment of grant funds will be on a reimbursement basis (including amounts spent prior to execution of this Agreement). Grantee shall submit invoices, not more frequently than monthly, itemizing funds spent on each portion of the Project together with appropriate backup for such payments.

Grantor will fund any properly completed invoice within forty-five (45) days of the date of submission.

Prior to the payment of any funds hereunder, Grantor will be provided with (1) satisfactory evidence of the commitment of sufficient funds to complete the Project (2) a copy of an executed, long-term lease for the use of the Project by Grantee.

**Contact Information.** The contact information for the designated Contact Persons is provided below:

**Grantor:** Marc Woolley, Chief Administrative Officer  
610-891-4453; [WoolleyM@co.delaware.pa.us](mailto:WoolleyM@co.delaware.pa.us)

**Grantee:** Dawn Daniels, President  
484-995-1979; [uclboardpresident@gmail.com](mailto:uclboardpresident@gmail.com)  
George Needles, Upper Chichester Township  
(215) 490-7014; [GNeedles@upperchitwp.org](mailto:GNeedles@upperchitwp.org)



## Attachment 1

### Additional ARPA Provisions

- a. Grantee agrees to comply with the requirements of Section 602 of the Social Security Act, regulations adopted by Treasury pursuant to Section 602(f) thereof, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders. Such compliance includes, but is not limited to, compliance with: (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; (b) 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19; (c) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.); and (d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.).
- b. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Grantee must disclose in writing to the Grantor any potential conflict of interest affecting the Grant funds in accordance with 2 C.F.R. § 200.112.
- c. In furtherance of the above requirements, Grantee shall specifically comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- d. Grantee shall maintain records and financial documents sufficient to evidence compliance with ARPA, U.S. Treasury's regulations implementing ARPA, and guidance issued by the U.S. Treasury regarding the foregoing. The U.S. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the Grantor, whichever is later.
- e. Grantee will fully cooperate with the Grantor in responding to any audit of the Grantor related to the SLFRF Funds and shall maintain records to allow the Grantor to demonstrate that the SLFRF Funds have been used in accordance with the Agreement and ARPA.
- f. Any procurement using SLFRF Funds must be consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Grantee must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Grantee must ensure adherence to all applicable local, State, and federal procurement laws and regulations.
- g. In furtherance of the above requirements, Grantee shall provide the appropriate single or Program-Specific Audit in accordance with the provisions outlined in 2 CFR § 200.501.



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Jonathan Lichtenstein, Executive Director

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a Grant Agreement to Delaware County Veteran’s Memorial Association using ARPA funds in an amount not to exceed \$18,000 to fund a portion of security upgrades to its memorial. Subject to Solicitor’s approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** TBD

**ESTIMATED/ACTUAL COST OF REQUEST:** 18,000

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[DCMVA-Grant\\_Agreement\\_DRAFT.pdf](#)

GRANT AGREEMENT

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**AMERICAN RESCUE PLAN ACT FUNDS**

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This is a Grant Agreement (“Agreement”), dated as of April 17, 2024, by and between Delaware County Veteran’s Memorial Association (“Grantee”) and the County of Delaware, Pennsylvania (“Grantor”). The Grantee is a non-profit entity under Section 501(c)(3) of the Internal Revenue Code. The Grantor is a local government entity under the laws of the Commonwealth of Pennsylvania. This Agreement was approved by Grantor’s County Council on April 17, 2024.

The Grantor desires to support Grantee by making a grant consistent with the requirements of ARPA (as defined herein). The Grant Plan is attached as **Exhibit A**.

The Grantee and Grantor agree as follows:

**1. CORE TERMS**

**1.1 Grant.** Grantor will make a grant (the “Grant”) to Grantee in the maximum amount of \$18,000.00, subject to the terms and conditions and in accordance with the schedule set out in the Grant Plan. The Grant Plan and attachments thereto are specifically incorporated herein. The funding of the full amount of the Grant is conditioned upon Grantee complying with all statutory requirements and the requirements of this Agreement. The Grant is being funded with funds received by Grantor from the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF Funds”) under the American Rescue Plan Act of 2021 (“ARPA”).

**1.2 Use of Grant.** Grantee will use the Grant, and any income earned on the Grant funds, for the project set out in the Grant Plan (as further described in the Grant Plan, the “Project”). Grantee represents that it has the intention, willingness and capability to complete the Project in a competent and timely manner and acknowledges that Grantor is relying on this representation as a material inducement to enter into this Agreement.

**1.3 Grant Period; Term.** The grant period (“Grant Period”) is set out in the Grant Plan. The term of this Agreement shall be from the date first indicated above to the end of the Grant Period including any continuing obligations of Grantor following the completion of the Project.

**2. COMMUNICATION; REPORTS; RECORDS**

**2.1 Contact Persons.** The Grantee and Grantor will each appoint one individual to act as principal contact person for notices and notices and other communications under this Agreement. The initial appointees are identified in the Grant Plan. Each of Grantee and Grantor may change its contact person at any time by written notice to the other party.

**2.2 Reporting.** Client will provide Grantor with narrative and/or financial reports as set out in the Grant Plan and in accordance with the requirements of ARPA as the Grantor establishes. In the event of a conflict between this Agreement and ARPA, the requirements of ARPA shall take precedence.

**2.3 Recordkeeping.** The Grantee will maintain its books and records in a manner that will provide Grantor with sufficient detail to review Grantee’s receipts and expenditures relating to the Grant. Grantee will make such records available for review by Grantor upon reasonable notice during the Grant Period and for five (5) years after all funds have been expended or returned to the Grantor, whichever is later. The

Grantee shall also provide access to records as required to support review under ARPA and the Grantor's annual auditing requirements (as established by its Controller).

**3. DONOR RECOGNITION; PUBLICITY.** Grantee may announce and publicize the Grant in recognition of Grantor's support but may not use Grantor's logo without further written consent.

#### **4. GRANT ADMINISTRATION**

**4.1 Funds Management.** Grantee will manage the Grant funds in accordance with applicable law and the provisions of this Agreement. Grantee may combine the Grant funds with other assets and funding sources for the execution of the Project. Grant funds will be used as described in the Grant Plan.

**4.2 Changed Circumstances.** Grantee will notify Grantor if the Grantee determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose. In that case, the Grantee will promptly return all unspent or unallocated funds with the Grantor assuming a primary position among all creditors. Grantee agrees that the Grantor reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in Grantor's sole discretion.

**4.3 Overpayments.** Grantee agrees to reimburse Grantor 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.

**5. COMPLIANCE.** Grantee agrees to adhere to all Federal, State, County and Municipal laws, codes, and regulations applicable to the Project. Grantee represents and warrants that it is a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code. Grantee will promptly notify Grantor of any changes in such status. Grantee will comply with all applicable Internal Revenue Code provisions.

#### **6. GENERAL PROVISIONS**

**6.1 Entire Agreement.** This Agreement, together with the Grant Plan and the attachments thereto, expresses the final, complete, and exclusive agreement between Grantee and Grantor, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between Grantee and Grantor relating to its subject matter. If there are any inconsistencies between the Grant Plan and this Agreement, this Agreement will control.

**6.2 Amendment; Assignment.** This Agreement may be amended only as stated in writing and signed by both Grantor and Grantee which recites that it is an amendment to this Agreement. Neither this Agreement nor any of Grantee rights hereunder (including the right to receive grant funds) shall be assigned by Grantee without the prior written consent of Grantor.

**6.3 Third Party Beneficiaries.** This Agreement is for the exclusive benefit of Grantee and Grantor, and not for the benefit of any third party, including, without limitation, any board member, employee, or volunteer of Grantee; provided, that funding will be provided to certain Partner Organizations as described in the Grant Plan.

**6.4 Governing Law.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. Grantee 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 agreement 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.

**6.5 Force Majeure.** Grantee will not be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond its control. Grantee will notify and consult with Grantor regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

**6.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

**6.7 Indemnification; Insurance.** Grantee shall indemnify and hold harmless Grantor, its Council, officials, officers, employees and agents from, and shall defend it and them against, any and all liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation) (i) arising from, in connection with or caused by any act or omission of Grantee or (ii) arising from or in connection with the Project. Grantee shall maintain, at its sole cost and expense, comprehensive general liability and property damage insurance for the Project in such amounts as are reasonably required for its ongoing operations, as well as any required workers' compensation insurance. The provisions of this Section shall survive the expiration or termination of this Agreement, and the obligations of Grantee hereunder shall apply to losses or claims whether asserted prior to or after the expiration or termination of this Agreement.

## **7. TERMINATION**

Grantor shall have the right to : (1) immediately, without prior notice, withhold undisbursed Grant funds; and/or (2) terminate this Agreement, in whole or in part, by giving not less than 30 days' prior written notice to the Grantee specifying the effective date of termination ; in each case, for any of the following reasons:

1. Failure of Grantee to comply with the terms of this Agreement.
2. Misuse of funds, gross mismanagement, criminal activity, or malfeasance in the implementation of this Agreement.
3. Loss of Grantee's status (or any Partner Organization, as defined in the Grant Plan) as an organization described in Section 501(c)(3) of the Internal Revenue Code.
4. Loss by Grantee of any material portion of the other sources of funds for the Project described in the Grant Plan, if any.

In the event of a termination of this Agreement pursuant to the provisions above, all unused Grant funds shall promptly be returned to Grantor together with any accrued interest. In the event that Grantor gives notice to withhold funding or terminate this Agreement (except as described in clause 2 above), Grantee shall have the right to cure any default within 30 days of receipt of notice of termination if such default is capable of being cured.

The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights under this Agreement.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement by their properly authorized officers or officials to be effective as of the date stated in its first paragraph:

**Grantee**

By: \_\_\_\_\_  
Name: Joseph J. Daly  
Title: DCMVA President

**Grantor**

By: \_\_\_\_\_  
Name: Dr. Monica Taylor  
Title: Council Chair

Attested by: \_\_\_\_\_  
Name: Anne Coogan  
Title: County Clerk

Grantee UEI Number: P7HEPMXJ2KP6  
Grantee listed in SAM.gov  Yes  No

## EXHIBIT A – GRANT PLAN

### **Background.**

The Delaware County Veterans Memorial Association first was proposed in 2013 as a way to recognize and pay tribute to fallen armed forces members from Delaware County. Grantee maintains the memorial, as well as providing onsite Flag Raising tributes for deceased veterans; county-wide K-12 education programs both onsite and conducted in schools, and recognition events honoring local veterans and education leaders.

The implementation of an advanced video surveillance system for the memorial is not merely an investment in technology but a commitment to the safety and security of the community. With its proven track record in deterring crime, aiding law enforcement, and fostering a secure environment, the proposed camera project is a strategic and essential step towards fortifying Grantee's commitment to public safety.

### **Use of Grant Funds.**

The estimated budget for the Project is \$20,000. Installation of the facial recognition and license plate reader cameras, equipment. Additionally, this includes a 3 year license to utilize the equipment. The total estimate for the project to be completed is \$19,155.22 and will be paid to one vendor to complete the installation.

**Supporting Documentation.** Grantee shall provide all documentation the Grantor reasonably requires. Grantee recognizes that the Grantor is a public entity and the right to restrict distribution to this information is limited by state and federal law.

**Funding.** The Grant will be provided from the Grantor's receipt of funds under ARPA under the terms and conditions the U.S. Treasury has established for the uses of these public funds.

**Grant Period.** The Grant will finance costs incurred by Grantee no later than December 31, 2024, unless Grantor in writing extends the Grant period, in its sole discretion. It is currently anticipated that the Project will be completed in July 2024.

**Reporting.** Grantee does not anticipate starting the project until June 2024. Grantee will provide reports within 30 days of the end of each calendar quarter, starting in June 2024, consisting of updates on the Project including funds spent, costs incurred and percent completion. The Grantee will further provide quarterly and annual reporting as reasonably required by the Grantor to meet the purposes of ARPA and the Grantor's annual reporting and audit requirements.

**ARPA.** The grant is being funded by Grantor with SLFRF Funds received pursuant to ARPA to respond to the COVID-19 public health emergency by assisting a nonprofit, Delaware County Veteran's Memorial Association would qualify to utilize SLFRF Funding under the regulation: **2: Negative Economic Impacts Strong Healthy Communities: 2.2 Neighborhood Features that Promote Health and Safety** Further requirements for use of SLFRF Funds are attached hereto as Attachment 1.

**Funding.** Payment of grant funds will be on a reimbursement basis. Grantee shall submit invoices, not more frequently than monthly, itemizing funds spent on each portion of the Project together with appropriate backup for such payments.

Grantor will fund any properly completed invoice within forty-five (45) days of the date of submission.

**Contact Information.** The contact information for the designated Contact Persons is provided below:

**Grantor:** Marc Woolley, Deputy Executive Director  
610-891-4453; [WoolleyM@co.delaware.pa.us](mailto:WoolleyM@co.delaware.pa.us)

**Grantee:** Joseph J. Daly, DCVMA President  
610 400 8722 or 610 328 1700  
[President@delcoveteransmemorial.com](mailto:President@delcoveteransmemorial.com)



## Attachment 1

### Additional ARPA Provisions

- a. Grantee agrees to comply with the requirements of Section 602 of the Social Security Act, regulations adopted by Treasury pursuant to Section 602(f) thereof, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders. Such compliance includes, but is not limited to, compliance with: (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; (b) 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19; (c) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.); and (d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.).
- b. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Grantee must disclose in writing to the Grantor any potential conflict of interest affecting the Grant funds in accordance with 2 C.F.R. § 200.112.
- c. In furtherance of the above requirements, Grantee shall specifically comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- d. Grantee shall maintain records and financial documents sufficient to evidence compliance with ARPA, U.S. Treasury's regulations implementing ARPA, and guidance issued by the U.S. Treasury regarding the foregoing. The U.S. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the Grantor, whichever is later.
- e. Grantee will fully cooperate with the Grantor in responding to any audit of the Grantor related to the SLFRF Funds and shall maintain records to allow the Grantor to demonstrate that the SLFRF Funds have been used in accordance with the Agreement and ARPA.
- f. Any procurement using SLFRF Funds must be consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Grantee must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Grantee must ensure adherence to all applicable local, State, and federal procurement laws and regulations.
- g. In furtherance of the above requirements, Grantee shall provide the appropriate single or Program-Specific Audit in accordance with the provisions outlined in 2 CFR § 200.501.



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Allison Ruger, Public Works

**ITEM TYPE:** Advertisement

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to advertise contract #eDPW-053024 for maintenance and repair of Delaware County Bridge #225 County Line Road over Gulph Creek in Radnor Township. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01-0428-623000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$200.00

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[TIMELINE Bridge # 225.xlsx](#)

RFP - Maintenance and Repair of Delaware County Bridge 225  
County Line Road over Gulph Creek  
Radnor Township

DEPT NAME: PUBLIC WORKS  
CONTRACT #: eDPW-052924

ANTICIPATED BID/RFP DATE:  
MAY 29, 2024

<b>BID TIMELINE</b>
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DESCRIPTION	WEEKDAY	DATE	TIME
DETAILED SCOPE OF WORK REVIEW	MONDAY	APRIL 8, 2024	3:00 PM
GRANICUS DEADLINE	TUESDAY	APRIL 9, 2024	10:00 AM
AGENDA MEETING	TUESDAY	APRIL 16, 2024	1:00 PM
COUNCIL MEETING	WEDNESDAY	APRIL 17, 2024	6:00 PM
ADVERTISEMENT REQUEST TO NEWSPAPER(S)	THURSDAY	APRIL 19, 2024	
POSTING ON PENNBID	THURSDAY	APRIL 19, 2024	
ADVERTISEMENT PUBLICATION IN NEWSPAPER(S) WEBSITE & PENNBID	TUESDAY	APRIL 23, 2024	
WALKTHROUGH/PRE-BID/PROPOSAL CONFERENCE	WEDNESDAY	MAY 1, 2024	11:00 AM
FINAL DAY FOR BIDDER'S QUESTIONS	WEDNESDAY	MAY 8, 2024	2:00 PM
FINAL DAY FOR ADDENDUM ANSWERS	MONDAY	MAY 13, 2024	2:00 PM
ADDENDUM PUBLICATION IN WEBSITE & PENNBID	MONDAY	MAY 13, 2024	2:00 PM
BID OPENING/RFP SUBMISSION DEADLINE	WEDNESDAY	MAY 29, 2024	11:00 AM
PURCHASE EVALUATION/RECOMMENDATION	FRIDAY	MAY 31, 2024	1:30 PM
PRO-COMMITTEE SELECTION CRITERIA DEADLINE	FRIDAY	JUNE 7, 2024	1:30 PM
DE-SCOPE/PRE-AWARD/INTERVIEW	MON-WED	JUNE 10-12	TBD
POST INTERVIEW SELECTION DEADLINE	MON	JUNE 17, 2024	12:00 PM
PURCHASING EVALUATION OF COMMITTEE'S TABULATION & RECOMMENDATION	TUESDAY	JUNE 18, 2024	4:30 PM
DEPARTMENT AWARDEE RECOMMENDATION	FRIDAY	JUNE 21, 2024	2:30 PM
GRANICUS DEADLINE	TUESDAY	JUNE 25, 2024	3:00 PM
CONTRACT TO BE PREPARED & SENT TO AWARDEE	THURSDAY	JUNE 27, 2024	
AGENDA MEETING	TUESDAY	JULY 2, 2024	10:00 AM
COUNCIL MEETING	WEDNESDAY	JULY 3, 2024	6:00 PM
CLERK'S APPROVAL NOTICE/RESOLUTION	FRIDAY	JULY 5, 2024	
FULLY EXECUTED CONTRACT (ANTICIPATED)	MONDAY	JULY 8, 2024	
ANTICIPATED COMMENCEMENT OF WORK	MONDAY	AUG 5, 2024	
ANTICIPATED TIME FOR COMPLETION	TUESDAY	NOV 5, 2024	



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Danielle Floyd, Public Works

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of 2024 Liquid Fuels Tax Refund Allocations to Municipalities in the County of Delaware in amounts shown pending receipt of a PennDOT approved Application for County Aid and project number. The estimated value of funding available to municipalities for 2024 is \$538,742.00. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 37-3166-various accounts

**ESTIMATED/ACTUAL COST OF REQUEST:** \$538,742.00

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[2024 Resolution\\_County\\_Aid.doc](#)  
[2024 Proposed Allocations .pdf](#)

RESOLUTION

BE IT RESOLVED by authority of the Delaware County Council, and it is hereby resolved by authority of the same, that the Chair of said County be authorized and directed to sign the attached Agreement on its behalf and that the County Clerk be authorized and directed to attest the same

ATTEST:

Delaware County  
(Name of Municipality)

\_\_\_\_\_  
(Signature and designation  
of official title)

County Clerk

(SEAL)

BY \_\_\_\_\_  
(Signature and designation  
of official title)

Chair,  
Delaware County Council

I, Dr. Monica Taylor, Chair, of the Delaware County Council, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular (special) meeting of the Delaware County Council, held the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature and designation  
of official title)

Chair,  
Delaware County Council

2024 Proposed County Aid Allocation

<b>Municipality</b>	<b>2024 Proposed Allocation</b>
ALDAN BOROUGH	\$4,374.00
ASTON TOWNSHIP	\$15,066.00
BETHEL TOWNSHIP	\$2,160.00
BROOKHAVEN BOROUGH	\$7,128.00
CHADDS FORD TOWNSHIP	\$2,160.00
CHESTER CITY	\$43,308.00
CHESTER TOWNSHIP	\$4,050.00
CHESTER HEIGHTS BOROUGH	\$594.00
CLIFTON HEIGHTS BOROUGH	\$5,994.00
COLLINGDALE BOROUGH	\$7,668.00
COLWYN BOROUGH	\$2,306.00
CONCORD TOWNSHIP	\$8,046.00
DARBY BOROUGH	\$8,748.00
DARBY TOWNSHIP	\$9,558.00
EAST LANSDOWNE BOROUGH	\$2,376.00
EDDYSTONE BOROUGH	\$2,322.00
EDGMONT TOWNSHIP	\$2,214.00
FOLCROFT BOROUGH	\$6,480.00
GLENOLDEN BOROUGH	\$6,966.00
HAVERFORD TOWNSHIP	\$53,568.00
LANSDOWNE BOROUGH	\$11,178.00
LOWER CHICHESTER TOWNSHIP	\$2,700.00
MARCUS HOOK BOROUGH	\$2,484.00
MARPLE TOWNSHIP	\$27,702.00
MEDIA BOROUGH	\$6,156.00
MIDDLETOWN TOWNSHIP	\$16,308.00
MILLBOURNE BOROUGH	\$486.00
MORTON BOROUGH	\$2,700.00
NETHER PROVIDENCE TOWNSHIP	\$15,174.00
NEWTOWN TOWNSHIP	\$14,364.00
NORWOOD BOROUGH	\$6,102.00
PARKSIDE BOROUGH	\$1,944.00
PROSPECT PARK BOROUGH	\$6,048.00
RADNOR BOROUGH	\$29,376.00
RIDLEY TOWNSHIP	\$32,994.00
RIDLEY PARK BOROUGH	\$7,614.00
ROSE VALLEY BOROUGH	\$1,242.00
RUTLEDGE BOROUGH	\$1,188.00

2024 Proposed County Aid Allocation

SHARON HILL BOROUGH	\$5,400.00
SPRINGFIELD TOWNSHIP	\$27,918.00
SWARTHMORE BOROUGH	\$6,372.00
THORNBURY TOWNSHIP	\$4,158.00
TINICUM TOWNSHIP	\$5,778.00
TRAINER BOROUGH	\$2,052.00
UPLAND BOROUGH	\$3,240.00
UPPER CHICHESTER TOWNSHIP	\$10,368.00
UPPER DARBY TOWNSHIP	\$71,334.00
UPPER PROVIDENCE TOWNSHIP	\$11,394.00
YEADON BOROUGH	\$9,882.00
	\$538,742.00



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Ashley Farr, Human Services

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to accept \$484,500 in funding from the Commonwealth of Pennsylvania, Department of Human Services, Office of Developmental Programs. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** N/A

**ESTIMATED/ACTUAL COST OF REQUEST:** \$484,500

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Accept Grant

**ADDITIONAL COMMENTS:** Please see attached supporting documents.

### ATTACHMENTS:

- [Intellectual Disability Autism \(ID/A\) Supporting Housing Pilot Grant Summary Page.pdf](#)
- [Intellectual Disability Autism \(ID/A\) Supporting Housing Pilot Grant Letter.pdf](#)



**Delaware County Human Services Request to Accept Funding/Grant**

*Program Office: Intellectual and Developmental Disabilities*

*Grant/Funding Title:* Intellectual Disability/Autism (ID/A) Supportive Housing Pilot

*Funding Entity:* Pennsylvania Department of Human Services, Office of Developmental Programs

*Amount of Funding/Grant:* \$484,500

*Effective Dates of Funding/Grant:* March 1, 2024 – June 30, 2025

*Funding Type:*

Federal Funding Source(s):		Amount:	
State Funding Source(s):	Office of Developmental Programs Home and Community Based Services Augmentation Fund	Amount:	\$96,900 3/1/24-6/30/24 \$387,600 7/1/24-6/30/25
Other Funding Source(s):		Amount:	
County Funding:		Amount:	

*Statement Summarizing Funding/Grant Acceptance:*

Human Services is requesting permission to accept \$484,500 in funding from the Commonwealth of Pennsylvania, Department of Human Services, Office of Developmental Programs. Subject to Solicitor’s approval.

*Specifics of Funding/Grant:*

The Office of Developmental Programs has allocated funding from the Home and Community Based Services Augmentation Fund for the Supportive Housing Pilot Program. This funding is for housing subsidies for Office of Developmental Program enrolled individuals that are in need of assistance to obtain or maintain housing and who meet at least one of the following criteria: individuals that are transitioning from licensed or unlicensed residential habilitation settings, private Intermediate Care Facilities or State Centers to their own home or apartment; individuals that are at risk of losing their housing without financial assistance and housing supportive services; individuals living with relatives in emergency category of PUNS; people in crisis without an appropriate housing option; and individuals with elderly caregivers. These funds will allow for housing subsidies not to exceed \$1,500 per individual per month; move-in costs including moving expenses, security deposits, set-up fees or deposits for utilities.

Date Council Approved Request to Apply for Funding: 2/21/24

Program Need for Services:

The Department of Human Services, Office of Intellectual & Developmental Disabilities participation in the pilot program will ensure that we continue to further the mission of Everyday Lives by developing an avenue that provides Delaware County individuals with an Intellectual Disability/Autism diagnosis enrolled in Office of Developmental Programs Intellectual Disability/Autism Home and Community Based Services program the support to find and maintain homes and communities that are truly their own.

Date Request Discussed with Human Services Director: April 4, 2024

Program Approval: Alexandra Russell / KMP Date: 4-5-2024

Fiscal Approval: [Signature] Date: 4-5-24

CFO Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Human Services Director: [Signature] Date: 4-5-2024



## Office of Developmental Programs Intellectual Disability/Autism (ID/A) Supportive Housing Pilot

February 2024

### Purpose

To further the mission of Everyday Lives by developing an avenue that provides individuals with support to find and maintain homes and communities that are truly their own.

### Objectives

- Establish efficient and effective practice related to housing subsidy management to provide affordable accessible housing to individuals with ID/A enrolled in ODP ID/A home and community-based services (HCBS) programs.
- Understand demand for and trends related to subsidy needs.
- Inform policy and procedures for permanent statewide ID/A housing subsidy program.

### Background

- ODP's Information Sharing and Advisory Committee's (ISAC) Housing Subcommittee formulated the design of the supportive housing pilot. On December 12, 2023, ISAC formally adopted the recommendations for ODP to implement the pilot.

### ID/A Supportive Housing Pilot

- Individuals must be enrolled for ODP services in the county/joinder for the pilot project.
- Housing subsidies will be available for individuals in need of financial assistance to secure and maintain accessible and affordable housing.
- Supportive services to obtain and maintain the housing must be available to individuals that receive subsidies. Supportive services may be provided through any of the following:
  - Supported Living provider
  - Housing Transition and Tenancy Services (HTTS) provider
  - Supports Coordination Organization with expertise in housing and willingness to manage and assist



## Structure

- ODP distributes funding and maximum number of housing subsidies available to 6-10 counties/joiners (covering rural, suburban, exurban, and urban areas)
- Pilot activities to begin in March 2024.
- Pilot is evaluated for statewide expansion 12 months post implementation.
- Participating county/joiners must have:
  - 1) Housing Transition and Tenancy Sustaining Services available and/or
  - 2) Supported Living services available and/or
  - 3) An SCO that can provide OHCDs, has an SC with expertise in housing, and is willing to manage the subsidy payment on behalf individuals and/or
  - 4) Another mechanism for subsidy payments and housing support for individuals (for example, a cooperative agreement with county housing authority).
- County/joiners without HTTS and Supported Living available must commit to provider development within the county/joiner. Counties/joiners must build capacity to establish a choice of services and providers.
- Funding Source: HCBS Augmentation Fund
- One-time innovative challenge funding available.

## Selected Counties and Allocations

Pilot County	23/24 Allocation	24/25 Allocation (12 month)
Centre	\$19,950	\$79,800
Lancaster	\$85,500	\$342,000
Erie	\$139,650	\$558,600
Green	\$14,250	\$57,000
Westmoreland	\$74,100	\$296,400
Chester	\$88,350	\$353,400
Delaware	\$96,900	\$387,600
Bradford/Sullivan	\$19,950	\$79,800
Lehigh	\$68,400	\$273,600
<b>Pilot Total</b>	<b>\$607,050</b>	<b>\$2,428,200</b>



## ID/A Housing Subsidy Prioritization

- County/joinder uses below criteria to prioritize individuals for subsidies:
  - People who want to transition from licensed or unlicensed residential habilitation settings to their own home or apartment.
  - Individuals at risk of losing their housing without financial assistance and housing supportive services.
  - Individuals living with relatives in emergency category of PUNS.
  - People in crisis without an appropriate housing option (re-entry from prison/jail, in need of supportive housing post hospitalization)
  - Individuals with elderly caregivers
  - People transitioning from ICFs.

## ID/A Housing Subsidy Amounts and Calculations

- Evaluation and Re-evaluation for subsidy amounts is based on HUD standard unless the pilot county has compelling alternative.
- Supportive Services will be expected to have a process for alerting pilot county of income/circumstance changes.
- ODP anticipates average subsidy amounts of \$950/month per individual
- Monies to counties under the pilot may be used for the following:
  - Monthly housing subsidies (including utilities allowable under HUD guidelines)
  - Move-in costs including moving expenses, security deposits, set-up fees or deposits for utilities (electric, gas, heating)
  - Approved innovation challenge costs
  - Payment processing costs by OHCDs or other payment mechanism

## Other Conditions for Individuals Receiving ID/A Housing Subsidy

- An individual eligible for another subsidy (for example, housing authority, Red Cross) must accept the other subsidy unless it requires moving to a new home.



## Reporting and Data Submitting Requirements

- Counties/joinder must collect and submit data to ODP on the following:
  - Housing subsidy priority group for each participating individual
  - PUNS status of the individual at time of enrollment in pilot
  - Supportive service utilized by each individual (type and amount if not captured in HCSIS/PROMISE™)
  - Dollar amount of subsidy per individual
  - Data on demand for subsidies (waiting list number and prioritization category of individuals)
  - Individuals transitioned off subsidies with reason
  - Participant status on other housing program waiting lists



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Ashley Farr, Human Services

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to accept \$3,241,260 in HealthChoices Reinvestment funds from the Pennsylvania Department of Human Services Office of Mental Health and Substance Abuse Services for the Merion Trace Full Care Community Residential Rehabilitation Relocation. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** N/A

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$3,241,260

**REQUEST:**

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see attached supporting documents.

**ATTACHMENTS:**

[HealthChoices Merion Trace Full Care Community Residential Rehabilitation Relocation Grant Summary Page.pdf](#)

[HealthChoices Reinvestment Plan Award Notification.pdf](#)

[HealthChoices Reinvestment Plan Merion Trace Relocation.pdf](#)

**Delaware County Human Services Request to Accept Funding/Grant**

*Program Office: HealthChoices*

*Grant/Funding Title:* Merion Trace Full Care Community Residential Rehabilitation Relocation

*Funding Entity:* 2022 Healthchoices Reinvestment Funds

*Amount of Funding/Grant:* \$3,241,260

*Effective Dates of Funding/Grant:* January 1, 2024 - December 31, 2026

*Funding Type:*

Federal Funding Source(s):		Amount:	
State Funding Source(s):	HealthChoices Reinvestment	Amount:	\$3,241,260
Other Funding Source(s):		Amount:	
County Funding:		Amount:	

*Statement Summarizing Funding/Grant Acceptance:*

Department of Human Services requests permission to accept \$3,241,260 HealthChoices Reinvestment funds generated in calendar year 2022 identified as Priority 3 for the Merion Trace Full Care Community Residential Rehabilitation Relocation.

*Specifics of Funding/Grant:*

With Council’s permission the Department of Human Services, HealthChoices successfully applied for and received approval from the Pennsylvania Department of Human Services Office of Mental Health and Substance Abuse Services to utilize 2022 HealthChoices reinvestment funds for the relocation of the Merion Trace Full Care Community Residential Rehabilitation. The newly identified site, located at 220 North Woodlawn Avenue in Aldan, PA will be able provide a community residential rehabilitation program for individuals with severe or persistent mental illness coming from an in-patient psychiatric and/or criminal justice background in need of additional supports that routinely would not qualify for rental housing. Additionally, the new site will be able to provide an expanded capacity and will allow the residents the privacy of his/her own bedroom.



Date Council Approved Request to Apply for Funding:

November 15, 2023

Program Need for Services:

The Merion Trace Full Care Community Residential Rehabilitation program will continue to assist individuals with severe and persistent mental illness with developing the skills necessary to live independently. The program's new site will allow an expanded capacity allowing each resident the privacy of his/her own bedroom.

Date Request Discussed with Human Services Director:

April 8, 2024

Program Approval: 

Date: 2/21/24

Fiscal Approval: 

Date: 4-8-24

CFO Approval:   
Angela Harris

Date: 4.8.24

Human Services Director: \_\_\_\_\_

Date: 4-8-2024



February 8, 2024

Ms. Janet Dreitlein  
 Behavioral Health Administrator  
 Delaware County Office of Behavioral Health  
 20 S. 69<sup>th</sup> Street  
 Upper Darby, PA 19082

Dear Ms. Dreitlein:

The Delaware County HealthChoices reinvestment plans initially submitted December 6, 2023 and December 20, 2023 for funds generated during contract year 2021 and 2022 have been approved. Acceptance of the following initiative was confirmed on January 11, 2024.

Type of Service	In-Plan Start-up, Supplemental, or Non-Medical	Budget Amount	Contract Expenditure Years
<b>Funds Generated 2022</b>			
Priority 1 Housing Contingency Program	Non-Medical only	\$1,200,000	2024-2026
Priority 3 Merion Trace Full Care Community Residential Rehabilitation Relocation	Non-Medical only	\$3,241,260	2024-2026
Priority 4 Drug & Alcohol Recovery Community Center	Supplemental In-Lieu of	\$1,400,000	2024-2025
Priority 5 Mental Health Law Enforcement Assisted Diversion Program	In-Plan Start-up	\$463,464	2024
Priority 6 Integrated Clinical Service Team (ICST)	Supplemental In-Lieu of	\$748,550	2024-2025
<b>Funds Generated 2021</b>			
Priority 3 Supported Housing Aging in Place (SHAIP)	Non-Medical only	\$201,209	2023-2026

Ms. Janet Dreitlein

-2-

HealthChoices reinvestment funds need to be kept in a separate, restricted bank account and statements for the account must be submitted to the Department each month. Funds must be deposited no later than 30 days after the date of this approval. An annual report on the use of reinvestment funds during 2024 will be due on January 31, 2025.

Reinvestment plans should be implemented in accordance with the approved timeframes. Any delay in implementing the plan should be communicated to OMHSAS.

The monitoring of HealthChoices reinvestment funds will be discussed during monthly HealthChoices monitoring meetings. However, if you have questions or concerns that require immediate attention, please contact Scott Ashenfelter, Community Program Manager.

Sincerely,



Jason de Manincor, MSW, LSW  
Director, Eastern Operations

c: file:

Mr. Brumbach  
Ms. Butsch  
Ms. Spack  
Mr. Ashenfelter  
Mr. Anstey  
RA-PWBFMAREINVEST@pa.gov

July 2013

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Attachment 3

### HEALTHCHOICES REINVESTMENT PLAN PRIORITY

County DELAWARE

Reinvestment Plan from contract year 2022 Date of Submission 12/15/2023, 12/23/23

Name of Service Merion Trace (Name/Location of the program) Full Care Community Residential Rehabilitation Relocation - Revised

New Plan \_\_\_\_\_ Continuation Plan \_\_\_\_\_ Amended Plan X

#### Reinvestment Service or Program – (check all categories that apply)

**In-Plan Start-up** \_\_\_\_\_

TOTAL Reinvestment \$ Requested:

\_\_\_\_\_

*Non-Medical Only* X \_\_\_\_\_

TOTAL Reinvestment \$ Requested:

\$3,241,260

**Supplemental – In Lieu of** \_\_\_\_\_  
Approved \_\_\_\_\_ Procedure Code \_\_\_\_\_  
Newly Proposed \_\_\_\_\_

Budget a. Clinical/Operating \$ \_\_\_\_\_  
Budget b. One-time costs \$ \_\_\_\_\_

TOTAL Reinvestment \$ Requested:

\_\_\_\_\_

**Supplemental – In Addition to** \_\_\_\_\_  
Budget a. Clinical/Operating \$ \_\_\_\_\_  
Budget b. One-time costs \_\_\_\_\_

TOTAL Reinvestment \$ Requested:

\_\_\_\_\_

Priority 3 of 7 submitted Year(s) in which funds are to be spent :2024-2026

**Target Population:** (MA eligible target population, population characteristics, number people served annually)

The target population for this plan is the residents of the existing Merion Trace Full Care Community Residential Rehabilitation (CRR) program which is currently located in Upper Darby. The program will maintain capacity for 26 adult MA eligible, Delaware County residents. The relocation will prioritize the adult residents who are currently sharing a one-bedroom apartment at Merion Trace and individuals on the waiting list who are unable to pass property management criminal background checks. The program will also target individuals who are assessed to need a full care CRR level of care but who have been reluctant to live at the current location. The anticipated length of stay for this program will remain at two years which is in line with other Delaware County Community Residential Rehabilitation programs.

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As a result of the relocation the program expects to increase the number of individuals served to 30-35 residents annually.

**Description of Program or Service:** (Describe program, for: In-Plan start up- under one year. Indicate service is to be licensed; Supplemental In-Lieu of- why service is a cost-effective alternative, staffing FTEs/qualifications; Children's Supplemental requires BHRS program exception application; Supplemental- In Addition to – why expected to be cost effective or appropriate but not cost effective, staffing FTEs/qualifications; and Non-Medical Only- used when all costs are non-medical)

Once the provider identifies a new location the provider will apply for another Community Residential Rehabilitation license for this new site. The relocation will allow each adult to have the privacy of his/her own bedroom. Once the program relocates the Merion Trace Full Care Community Residential Rehabilitation program will continue to assist individuals with severe and persistent mental illness with developing the skills necessary to live independently. The agency does not anticipate needing additional staff to accommodate the increase in the number of one- and two-bedroom apartments, given that they will be purchasing a building to house those apartments. The program will continue to maintain staff 24 hours per day, 7 days per week. Staff will continue to have access to supervisors 24 hours per day. The projected length of stay in this program will remain at approximately 2 years, however the length of stay will continue to vary based on the needs of each individual. The Community Residential Rehabilitation staff will coordinate with the individual's case manager to ensure that all appropriate treatment and recovery services remain in place during the relocation.

**Description of Fund Expenditures:** (Narrative identifying major budgeted items for clinical and operating expenses and total costs. Identify on-going funding source for program/services. Provide Attachment 5 information as applicable).

Delaware County Office of Mental Health is re-submitting this plan due to the receipt of the actual budget from the provider. The budget was significantly higher than the original estimated budget. The Office of Mental Health is requesting a re-consideration of this plan with an adjusted budget. A site has not yet been identified, however the options available were used to inform this budget. The provider will be required to abide by all County codes rules and regulations, and the Program Standards and Requirements Appendix N - HealthChoices Behavioral Health Program Requirements for County Reinvestment Plans.

This program will be sustained through County Block Grant funds.

### **Holcomb Behavioral Health Systems Relocation of Merion Trace Full Care CRR**

#### **Expenses**

Mileage Reimbursement	8,400
<b>Total Personnel &amp; Contracting Costs</b>	<b>8,400</b>
Telephone	20,000
Insurance	6,000

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Licenses and Fees	30,000
<b>Total Operating Costs</b>	<b>56,000</b>
Information Technology	24,000
Furnishing and Equipment	30,000
Repairs and Maintenance	300,000
Property Purchase	2,499,000
Utilities	4,200
Medical Supply and Equipment	10,000
Program Activity	15,000
<b>Total Direct Costs</b>	<b>2,882,200</b>
Admin Allocation	294,660
<b>Total Allocations</b>	<b>294,660</b>
<b>Total Expense with Allocation</b>	<b>3,241,260</b>

Clinical Costs\* – Narrative and major budgeted items, includes personnel and benefits  
The provider has not requested additional staffing for this program change. The current program is scatter site, if the provider is able to purchase a building, the need for staffing will not be increased.

Operating Costs\*\* – Narrative and major budgeted items, includes operating incurred during normal business, rent, travel, telephone, office supplies, etc.

Operating costs include what is needed to increase the number of bedrooms and provide necessary support for individuals.

Facility or land Purchase or Renovation: (Attachment 5: Summarize what is being purchased/renovated and ownership arrangement including who owns title. Indicate agreement for disposal of assets upon sale.)

This budget is for the purchase of a new building. If the provider is unable to purchase a building and is

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renting in an existing building, the program will re-submit the budget with any changes. Purchase of a building will allow the provider to decide what the rental requirements are, thus decreasing the barrier to admission due to history of justice involvement, credit issues, or evictions. The provider will be required to abide by all County codes rules and regulations, and all aspects of the HealthChoices Program Standards and Requirements Appendix N - HealthChoices Behavioral Health Program Requirements for County Reinvestment Plans.

**Fixed Assets:** (Identify fixed assets to be purchased - vehicles, computers, furniture, equipment, etc. Indicate County Code for purchasing will be followed for items requiring competitive bid. See Attachment 5, if applicable.)

Fixed Assets include the cost of outfitting an additional 13 apartments with both Kitchen and Living room furnishings.

**Data Analysis and Expected Outcomes:** (Identify number of HC members in target population, describe unmet or under-met needs, what is expected to be achieved by the service and data to be collected to measure outcomes. For Supplemental In-Lieu of services identify the service from which cost offsets will be achieved.)

The Office of Mental Health currently has 46 individuals on our housing waiting list. More than 50% of the individuals waiting need a full care level of care. The individuals waiting are not able to utilize the current five vacancies at Merion Trace because they are unable to pass the property management's criminal background check and/or because they're opposed to sharing a bedroom with another person. With the relocation of this full care Community Rehabilitation Residential Program the adult residents have his/her own bedroom, and the criminal background check will not create a barrier. Data collected will include the expected decrease in the number of individuals on the wait list for a full care Community Rehabilitation Residential program and a decrease in the number of vacancies at Merion Trace.

**Stakeholder Involvement in Decision Making:** (Stakeholder participation summarized and demonstrated support)

Delaware County Stakeholders are involved at all levels of program/service development. Stakeholders are given the opportunity to identify gaps in the County service system and to make suggestions on which services/programs will meet the needs of the un/underserved.

Stakeholders have identified the gap in in the need for Full Care Community Residential Programs, specifically Full Care Community Residential Programs that provide single bedrooms for the adults and for full care programs which can accept individuals who may not be able to pass a criminal background check.

These gaps have resulted in wait lists for this level of care and low utilization of the existing capacity of Merion Trace's full care Community Rehabilitation Residential Program. With the relocation of this existing Full Care Community Rehabilitation Residential Program the provider will have the ability to maximize its capacity and the County will have the ability to decrease the wait list for this level of care.



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Thavy Sim, Human Services

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to amend Grant Number: 10000064600162020 between the PA Department of Human Services, Office of Mental Health and Substance Abuse Services and the County of Delaware extending the term of the Grant through December 31, 2027. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** N/A\*

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A\*

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see the attached supporting documents.

### ATTACHMENTS:

- [Pennsylvania Department of Human Services HealthChoices Behavioral Health Agreement Grant Number 10000064600162020 Summary Page.pdf](#)
- [Renewal Letter Pennsylvania Department of Human Services HealthChoices Behavioral Health Agreement Grant Number 10000064600162020.pdf](#)



**Delaware County Human Services Request to Amend Funding/Grant**

*Program Office: HealthChoices*

*Grant/Funding Title:* Pennsylvania Department of Human Services, HealthChoices Behavioral Health Agreement – Contract Number 10000646400162020

*Funding Entity:* Pennsylvania Department of Human Services, Office of Mental Health and Substance Abuse Services

*Amended Amount of Funding/Grant:* N/A

*Effective Dates of Amendment:* January 1, 2025 - December 31, 2027

*Funding Type:*

Federal Funding Source(s):		Amount:	
State Funding Source(s):	HealthChoices Capitation	Amount:	\$150,252,932
Other Funding Source(s):		Amount:	
County Funding:		Amount:	

*Statement Summarizing Funding/Grant Amendment:*

Human Services requests approval to amend Grant Number: 10000064600162020 between the Department of Human Services, Office of Mental Health and Substance Abuse Services and the County of Delaware extending the term of the Grant through December 31, 2027. Subject to Solicitor’s approval.

*Specifics of Funding/Grant and Amendment:*

The Pennsylvania Department of Human Services, Office of Mental Health and Substance Abuse Services is the funder of behavioral and physical health services for individuals receiving Medical Assistance. Funds are allocated to local county departments to ensure that eligible members in their counties receive the unique and needed services dictated by the Grant.

The Department of Human Services received notice that the Pennsylvania Department of Human Services Office of Mental Health and Substance Abuse Services wishes to exercise its one, three-year renewal option pursuant to Section 7, Paragraph 7.2, Renewal for the management of the HealthChoices Program. Management responsibility for the HealthChoices program is under the Delaware County Department of Human Services, Office of Behavioral Health via a subcontract with Community Care Behavioral HealthCare of Pennsylvania.




The term of the renewed grant will continue through December 31, 2027, and is subject to the same terms and conditions as in the Grant as amended.

Date Council Approved Acceptance of Grant: September 25, 2019

Program Need for Services:

Delaware County will be able to continue to support our Medicaid provider to ensure delivery of high quality services and work in partnership and to create programming that can address any identified gaps in services.

Date Request Discussed with Human Services Director: April 8, 2024

Program Approval:  Date: 3/26/2024  
 Fiscal Approval:  Date: 4-8-24  
 CFO Approval:   
Angelina Hiron Date: 4.8.24  
 Human Services Director: \_\_\_\_\_ Date: 4-8-2024



3/7/2024

Janet Dreitlein  
 Mental Health/Intellectual Disabilities Administrator  
 Delaware County Human Services  
 20 South 69th Street, 4th Floor  
 Upper Darby, PA 19082

RE: Grant Number: 10000646400162020  
**Renewal Effective Date:** January 1, 2025  
**SAP Vendor Number:** 139089  
**Service(s):** HealthChoices Behavioral Health  
 Between the Department of Human Services, Office of Mental Health and Substance Abuse Services  
 and the County of Delaware

Dear Ms. Dreitlein:

This notice is hereby given that the Department of Human Services, Office of Mental Health and Substance Abuse Services wishes to exercise its one, three-year renewal option pursuant to Section 7, Paragraph 7.2, Renewal. Under the provisions of this paragraph, the vendor's approval is required for renewal. If you agree to renew the referenced grant, please indicate your approval by electronically signing in the space below and returning this letter via email to the point of contact noted below.

A prompt response by you will prevent an interruption of this valuable service. The term of the renewed grant will continue through December 31, 2027 and is subject to the same terms and conditions as in the grant as amended.

You will receive your authorized copy of the letter after all necessary approval signatures have been obtained. Thank you for your continued support. Any questions can be directed to the following point of contact: Gloria Wilbur, Purchasing Agent at (717) 214-7529 or [gwilbur@pa.gov](mailto:gwilbur@pa.gov).

Sincerely,

**Gloria Wilbur**  
 Digitally signed by Gloria Wilbur  
 Date: 2024.03.21 13:08:25 -04'00'

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Department of Human Services

**Dr. Monica Taylor, County Council Chair** \_\_\_\_\_ Date



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BPCM Representative Signature \_\_\_\_\_ Date \_\_\_\_\_  
Bureau of Procurement and Contract Management

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Comptroller Signature \_\_\_\_\_ Date \_\_\_\_\_

Attachments: n/a



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Phalina Sim, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to amend Contract #AFS 8/24 with Valley Youth House decreasing the overall value of the agreement \$60,000. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1824-4981-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$60,000

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see attached supporting documents.

### ATTACHMENTS:

- [Valley Youth House #AFS 8/24 Summary Page](#)
- [Valley Youth House #AFS 8/24 Current Appendix Z Page](#)
- [Valley Youth House #AFS 8/24 Revised Appendix Z Page](#)

Delaware County Human Services Request for Contract Amendment

Program Office: Adult and Family Services

Provider: Valley Youth House

Current Contract Amount: \$215,000

Current Contract Effective Dates: 07/01/2023 to 06/30/2024

Proposed Contract Amount: \$155,000

Proposed Contract Increase/Decrease: \$60,000

Proposed Contract Effective Dates: 04/17/2024 to 06/30/2024

Funding (Entire Contract):

Federal Funding Source(s):		Amount:	

State Funding Source(s):	Children and Youth Housing Grant	Amount:	100%

Other Funding Source(s):		Amount:	

County Funding:		Amount:	
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Available Budget (Only for Increase Amount):

SAP Account(s)	1824-4981-631000	Balance:	Funds to be allocated

*Amendment Statement:*

Human Services, Adult and Family Services is requesting approval to amend Contract #AFS 8/24 with Valley Youth House decreasing the overall value of the Agreement \$60,000. Subject to Solicitor's approval.

*Amendment Request:*

Approval to amend Contract #AFS 8/24 with Valley Youth House to remove \$60,000 of underspent funding from the provider's agreement due to decreased program participation in the current fiscal year. The underspend funding will be reassigned to another Adult and Family Services provider.

*Program Need for Requested Service:*

Valley Youth House provides case management and housing assistance for up to twenty Delaware County youth, 18-24 years of age, who were eligible for Federal IV-E Chafee funded programming when they were under the age of 21.

Was a Request for Proposal Issued? Yes  No  Date:

Number of Proposals received:

*Summary of Request for Proposal Process:*

N/A

*Rationale for Choosing Current Provider versus Issuing a Request for Proposal:*

Valley Youth House provides case management and housing assistance to a youth population that is at high risk of housing instability and homelessness.

*Plan to issue Request for Proposal or rationale if not planning on issuing one:*

There is not a plan to issue a Request for Proposal to replace this transition age housing program provider at this time.

Metrics utilized to evaluate provider and results of last assessment:

- # persons served
- # persons increased income
- # persons transitioned into permanent housing

Date Request Discussed with Human Services Director: April 3, 2024

Program Approval: [Signature] Date: 4/3/2024

Fiscal Approval: Peggy McNamee Date: 4/3/2024

CFO Approval: [Signature] Date: 4.5.24

Human Services Director: [Signature] Date: 4/3/2024





DELAWARE COUNTY HUMAN SERVICES  
BUDGET INFORMATION FOR CONTRACT Z PAGE - COUNTY PROGRAM OFFICE

Agency:	Valley Youth House	Unit Value:	0	N/A Contract?	0	Total Cost:	155,000	Approved Cost:		Rate:	
Fiscal Year Ending:	June 30 2024										
County Program Office:	Adult Services										
Agency Programs:	Transitional Age Bridge Program		0		0		-				
	Salaries & Benefits		0		0		-				
	Operating Expenses		0		0		-				
	Misc Operating Expenses		0		0		-				
	Administration		0		0		-				
			0		0		-				
			0		0		-				
			0		0		-				
			0		0		-				

DELAWARE COUNTY HUMAN SERVICES  
BUDGET INFORMATION FOR CONTRACT REQUEST

Agency:	Valley Youth House
Fiscal Year Ending:	June 30 2024
Federal Identification Number:	23-7178820
DUNS Number:	060498458
Primary Contact Name:	Ann Bulone
Primary Contact Email:	<a href="mailto:abulone@valleyyouthhouse.org">abulone@valleyyouthhouse.org</a>
Primary Contact Phone:	267-388-3496
Secondary Contact Name:	Shani Meacham
Secondary Contact Email:	<a href="mailto:smeacham@valleyyouthhouse.org">smeacham@valleyyouthhouse.org</a>
Secondary Contact Phone:	215-925-3180
Agency Address:	3400 High Point Blvd., Bethlehem, PA 18017

REVISED APPENDIX 2

REPORT OF EXPENDITURES BY TOTAL AGENCY

AGENCY: Valley Youth House

FISCAL YEAR ENDING: June 30 2024

	TOTAL AGENCY	MENTAL HEALTH	INTELLECTUAL DISABILITIES	DRUG AND ALCOHOL	EARLY INTERVENTION	ADULT SERVICES	CHILDREN AND YOUTH	REINVESTMENT	OTHER
<b>I. EXPENDITURE ITEMS</b>									
A. Personnel Services	661,442	-	-	-	-	77,462	583,980	-	-
1. Wages and Salaries	507,708	-	-	-	-	55,425	452,283	-	-
2. Employee Benefits	148,284	-	-	-	-	22,037	126,247	-	-
3. Miscellaneous Personnel	5,450	-	-	-	-	-	5,450	-	-
B. Operating Expenses	221,124	-	-	-	-	57,497	163,627	-	-
1. Occupancy	1,648	-	-	-	-	1,320	328	-	-
2. Communications	4,850	-	-	-	-	440	4,410	-	-
3. Program Supplies	113,879	-	-	-	-	500	113,479	-	-
4. Treatment & Supportive Supplies	-	-	-	-	-	-	-	-	-
5. Transportation	31,880	-	-	-	-	1,570	30,110	-	-
6. Purchased Treatment Services	-	-	-	-	-	-	-	-	-
7. Miscellaneous Operating Expenses (Identify below)	68,967	-	-	-	-	63,667	15,300	-	-
a. Information & Technology	3,950	-	-	-	-	350	3,600	-	-
b. Insurance/Audit	4,550	-	-	-	-	2,300	2,250	-	-
c. Rental Assistance	43,600	-	-	-	-	43,600	-	-	-
d. Bedding/Linens/Furnishings	4,500	-	-	-	-	4,500	-	-	-
e. Client Stipends	9,450	-	-	-	-	-	9,450	-	-
f. Client Utilities	2,917	-	-	-	-	2,917	-	-	-
C. Equipment & Other Fixed Assets	6,000	-	-	-	-	-	6,000	-	-
1. Purchase of Fixed Assets	6,000	-	-	-	-	-	6,000	-	-
2. Repairs & Improvement of Fixed Assets	-	-	-	-	-	-	-	-	-
III. ADMINISTRATIVE COSTS	888,566	-	-	-	-	134,959	753,607	-	-
IV. PROGRAM & ADMINISTRATIVE COSTS (Sum of II and III)	95,400	-	-	-	-	20,041	75,359	-	-
V. RETAINED EARNINGS (Maximum 3% of IV)	983,966	-	-	-	-	155,000	828,966	-	-
VI. TOTAL COSTS (Sum of IV and V)	983,966	-	-	-	-	155,000	828,966	-	-
VII. REVENUE	-	-	-	-	-	-	-	-	-
VIII. TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	983,966	-	-	-	-	155,000	828,966	-	-

REVIEWED APPENDIX 2

**ADMINISTRATIVE COSTS PRORATION SPREAD BY AGENCY**

AGENCY: Valley Youth House

FISCAL YEAR ENDING: June 30 2024

	TOTAL AGENCY	MENTAL HEALTH	INTELLECTUAL DISABILITIES	DRUG AND ALCOHOL	EARLY INTERVENTION	ADULT SERVICES	CHILDREN AND YOUTH	REINVESTMENT	OTHER
<b>I. EXPENDITURE ITEMS</b>									
<b>A. Personnel Services</b>	83,911	-	-	-	-	19,342	64,569	-	-
1. Wages and Salaries	81,585	-	-	-	-	14,794	46,791	-	-
2. Employee Benefits	19,976	-	-	-	-	4,548	15,128	-	-
<b>3. Miscellaneous Personnel</b>	2,650	-	-	-	-	-	2,650	-	-
B. Operating Expenses	11,289	-	-	-	-	499	10,790	-	-
1. Occupancy	4,914	-	-	-	-	499	4,415	-	-
2. Communications	1,800	-	-	-	-	-	1,800	-	-
3. Administrative Supplies	2,775	-	-	-	-	-	2,775	-	-
4. Transportation	1,800	-	-	-	-	-	1,800	-	-
5. Miscellaneous Operating Expenses (Identify below)	-	-	-	-	-	-	-	-	-
a.	-	-	-	-	-	-	-	-	-
b.	-	-	-	-	-	-	-	-	-
c.	-	-	-	-	-	-	-	-	-
d.	-	-	-	-	-	-	-	-	-
e.	-	-	-	-	-	-	-	-	-
f.	-	-	-	-	-	200	-	-	-
<b>C. Equipment &amp; Other Fixed Assets</b>	200	-	-	-	-	-	-	-	-
1. Purchase of Fixed Assets	-	-	-	-	-	-	-	-	-
2. Repairs & Improvement of Fixed Assets	200	-	-	-	-	200	-	-	-
<b>D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES</b>	-	-	-	-	-	-	-	-	-
E. TOTAL ADMINISTRATIVE EXPENSES (A&B&C&D)	95,400	-	-	-	-	20,041	75,359	-	-
F. ADMINISTRATIVE REVENUE	-	-	-	-	-	-	-	-	-
G. TOTAL ADMINISTRATION (E-F)	95,400	-	-	-	-	20,041	75,359	-	-

REVISED APPENDIX



ROSTER OF PERSONNEL BY TOTAL AGENCY

AGENCY: Valley Youth House  
 FISCAL YEAR ENDING: June 30 2024

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	COUNTY PROGRAM	TOTAL DIRECT & INDIRECT SALARY FOR COUNTY PROGRAM IDENTIFIED	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR COUNTY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST
Shant Meacham-SVP			\$ 152,880.00	\$ 152,880.00	40	Children and Youth	\$ 15,288.00	\$ 16,288.00		4	4	
Lennie Grant-Director			\$ 101,116.00	\$ 101,116.00	40	Children and Youth	\$ 20,224.00	\$ 20,224.00		8	8	
Stephen Dunn-Supervisor			\$ 67,800.00	\$ 67,800.00	40	Children and Youth	\$ 67,800.00	\$ 67,800.00		40	40	
Ashley Carrera Jordan-LSC			\$ 52,338.00	\$ 52,338.00	40	Children and Youth	\$ 52,338.00	\$ 52,338.00		40	40	
Brenda Bowers-LSC			\$ 44,200.00	\$ 44,200.00	40	Children and Youth	\$ 44,200.00	\$ 44,200.00		40	40	
Onesha Sutton-Instructor			\$ 49,719.00	\$ 49,719.00	40	Children and Youth	\$ 49,719.00	\$ 49,719.00		40	40	
Sharon Harris-LSC			\$ 47,100.00	\$ 47,100.00	40	Children and Youth	\$ 47,100.00	\$ 47,100.00		40	40	
Melissa Silvent Office Manager			\$ 58,101.00	\$ 58,101.00	40	Children and Youth	\$ 17,430.00	\$ 17,430.00		12	12	
Thomas Quinn - SVP Finance			\$ 190,575.00	\$ 190,575.00	40	Children and Youth	\$ 3,573.00	\$ 3,573.00	\$ 3,573.00	0.75	0.75	0.75
Pat Bose - Accountant			\$ 78,418.00	\$ 78,418.00	40	Children and Youth	\$ 1,470.00	\$ 1,470.00	\$ 1,470.00	0.75	0.75	0.75
Ann Bulone - Associate Dir Contract Admin			\$ 91,117.00	\$ 91,117.00	40	Children and Youth	\$ 1,709.00	\$ 1,709.00	\$ 1,709.00	0.75	0.75	0.75
Olga Baranova - Accounts Payable Associate			\$ 49,795.00	\$ 49,795.00	40	Children and Youth	\$ 1,867.00	\$ 1,867.00	\$ 1,867.00	1.5	1.5	1.5
Kara Elward - Financial Clerk			\$ 48,584.00	\$ 48,584.00	40	Children and Youth	\$ 1,822.00	\$ 1,822.00	\$ 1,822.00	1.5	1.5	1.5
Benae Rhazali - Billing Specialist			\$ 48,584.00	\$ 48,584.00	40	Children and Youth	\$ 1,822.00	\$ 1,822.00	\$ 1,822.00	1.5	1.5	1.5
Thomas Harrington - President			\$ 245,099.00	\$ 245,099.00	40	Children and Youth	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	0.75	0.75	0.75
Ashley Selmaska - Program Analyst			\$ 81,375.00	\$ 81,375.00	40	Children and Youth	\$ 1,526.00	\$ 1,526.00	\$ 1,526.00	0.75	0.75	0.75
Chelsea Stewart - Director HR			\$ 114,110.00	\$ 114,110.00	40	Children and Youth	\$ 2,140.00	\$ 2,140.00	\$ 2,140.00	0.75	0.75	0.75
Peter Collier - HR Generalist			\$ 73,433.00	\$ 73,433.00	40	Children and Youth	\$ 1,377.00	\$ 1,377.00	\$ 1,377.00	0.75	0.75	0.75
Elizabeth Allen - Training Supervisor			\$ 76,776.00	\$ 76,776.00	40	Children and Youth	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00	0.75	0.75	0.75
Silvia Cuello-Henry - HR Assistant			\$ 50,651.00	\$ 50,651.00	40	Children and Youth	\$ 550.00	\$ 550.00	\$ 550.00	0.75	0.75	0.75
Shaun Michel - IT Director			\$ 118,662.00	\$ 118,662.00	40	Children and Youth	\$ 2,025.00	\$ 2,025.00	\$ 2,025.00	0.75	0.75	0.75
James Hogan - IT System Admin			\$ 46,589.00	\$ 46,589.00	40	Children and Youth	\$ 1,746.00	\$ 1,746.00	\$ 1,746.00	1.5	1.5	1.5
Lawren Korschik - Assoc Dir HR			\$ 73,774.00	\$ 73,774.00	40	Children and Youth	\$ 1,383.00	\$ 1,383.00	\$ 1,383.00	0.75	0.75	0.75
JoAnn Allonose - Accounting Manager			\$ 103,950.00	\$ 103,950.00	40	Children and Youth	\$ 1,949.00	\$ 1,949.00	\$ 1,949.00	0.75	0.75	0.75
Alicia Long - Program Director			\$ 92,128.00	\$ 92,128.00	40	Adult Services	\$ 28,504.00	\$ 28,504.00		10	10	
Myra Rochester- Life Skills Counselor			\$ 47,975.00	\$ 47,975.00	40	Adult Services	\$ 23,693.00	\$ 23,693.00		26	26	
Melissa Silvent-Office Manager			\$ 58,101.00	\$ 58,101.00	40	Adult Services	\$ 3,338.00	\$ 3,338.00		4	4	
Thomas Quinn - EVP Operations			\$ 180,575.00	\$ 180,575.00	40	Adult Services	\$ 1,526.00	\$ 1,526.00	\$ 1,526.00	0.33	0.33	0.33
Pat Bose - Accountant			\$ 78,418.00	\$ 78,418.00	40	Adult Services	\$ 449.00	\$ 449.00	\$ 449.00	0.33	0.33	0.33
Ann Bulone - Associate Dir Contract Admin			\$ 91,117.00	\$ 91,117.00	40	Adult Services	\$ 1,627.00	\$ 1,627.00	\$ 1,627.00	0.75	0.75	0.75
Olga Baranova - Accounts Payable Associate			\$ 49,795.00	\$ 49,795.00	40	Adult Services	\$ 391.00	\$ 391.00	\$ 391.00	0.33	0.33	0.33
Kara Elward - Financial Clerk			\$ 48,584.00	\$ 48,584.00	40	Adult Services	\$ 382.00	\$ 382.00	\$ 382.00	0.33	0.33	0.33
Jenae Harrington - Senior Accountant			\$ 63,932.00	\$ 63,932.00	40	Adult Services	\$ 2,318.00	\$ 2,318.00	\$ 2,318.00	1.5	1.5	1.5
Senae Rhazali - Billing Specialist			\$ 48,584.00	\$ 48,584.00	40	Adult Services	\$ 363.00	\$ 363.00	\$ 363.00	0.33	0.33	0.33
Thomas Harrington - President			\$ 245,099.00	\$ 245,099.00	40	Adult Services	\$ 1,963.00	\$ 1,963.00	\$ 1,963.00	0.33	0.33	0.33
Ashley Selmaska - Program Analyst			\$ 81,375.00	\$ 81,375.00	40	Adult Services	\$ 639.00	\$ 639.00	\$ 639.00	0.33	0.33	0.33

REVISED APPENDIX Z

ROSTER OF PERSONNEL BY TOTAL AGENCY

AGENCY: Valley Youth House

FISCAL YEAR ENDING: June 30 2024

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	COUNTY PROGRAM	TOTAL DIRECT & INDIRECT SALARY FOR COUNTY PROGRAM IDENTIFIED	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR COUNTY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST
Cherise Stewart - Director HR			\$ 114,110.00	\$ 114,110.00	40	Adult Services	\$ 879.00	\$ 879.00	\$ 879.00	0.33	0.33	0.33
Peter Collier - HR Generalist			\$ 73,483.00	\$ 73,483.00	40	Adult Services	\$ 571.00	\$ 571.00	\$ 571.00	0.33	0.33	0.33
Elizabeth Allen - Training Supervisor			\$ 76,776.00	\$ 76,776.00	40	Adult Services	\$ 603.00	\$ 603.00	\$ 603.00	0.33	0.33	0.33
Silvia Custis-Henry - HR Assistant			\$ 50,651.00	\$ 50,651.00	40	Adult Services	\$ 394.00	\$ 394.00	\$ 394.00	0.33	0.33	0.33
Shaun Michel - IT Director			\$ 118,662.00	\$ 118,662.00	40	Adult Services	\$ 932.00	\$ 932.00	\$ 932.00	0.33	0.33	0.33
James Hogan - IT System Admin			\$ 46,589.00	\$ 46,589.00	40	Adult Services	\$ 376.00	\$ 376.00	\$ 376.00	0.33	0.33	0.33
Lawren Korschik - Assoc Dir HR			\$ 73,774.00	\$ 73,774.00	40	Adult Services	\$ 574.00	\$ 574.00	\$ 574.00	0.33	0.33	0.33
JoAnn Altemose - Controller			\$ 103,950.00	\$ 103,950.00	40	Adult Services	\$ 817.00	\$ 817.00	\$ 817.00	0.33	0.33	0.33
Pat Bosc - Accountant			\$ 82,240.00	\$ 82,240.00	561	Children and Youth	\$ 82,240.00	\$ 82,240.00	\$ 82,240.00	561	561	561
Ann Bulone - Associate Dir Contract Admin			\$ 12,000.00	\$ 12,000.00	40	Children and Youth	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	40	40	40
Diga Baranova - Accounts Payable Associate			\$ 12,000.00	\$ 12,000.00	40	Children and Youth	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	40	40	40
Kara Elward - Financial Clerk			\$ 31,944.00	\$ 31,944.00	40	Children and Youth	\$ 31,944.00	\$ 31,944.00	\$ 31,944.00	40	40	40
Waneer Hankerson - Senior Accountant			\$ 185,000.00	\$ 185,000.00	40	Children and Youth	\$ 231.00	\$ 231.00	\$ 231.00	0.05	0.05	0.05
Sensee Rhazali - Billing Specialist			\$ 54,375.00	\$ 54,375.00	40	Children and Youth	\$ 680.00	\$ 680.00	\$ 680.00	0.5	0.5	0.5
Thomas Harrington - President			\$ 86,767.00	\$ 86,767.00	40	Children and Youth	\$ 2,169.00	\$ 2,169.00	\$ 2,169.00	1	1	1
Ashley Selmaeska - Program Analyst			\$ 47,424.00	\$ 47,424.00	40	Children and Youth	\$ 593.00	\$ 593.00	\$ 593.00	0.5	0.5	0.5
Cherise Stewart - Director HR			\$ 46,280.00	\$ 46,280.00	40	Children and Youth	\$ 579.00	\$ 579.00	\$ 579.00	0.5	0.5	0.5
Peter Collier - HR Generalist			\$ 61,800.00	\$ 61,800.00	40	Children and Youth	\$ 1,545.00	\$ 1,545.00	\$ 1,545.00	1	1	1
Elizabeth Allen - Training Supervisor			\$ 42,690.00	\$ 42,690.00	40	Children and Youth	\$ 534.00	\$ 534.00	\$ 534.00	0.5	0.5	0.5
Silvia Custis-Henry - HR Assistant			\$ 237,950.00	\$ 237,950.00	40	Children and Youth	\$ 297.00	\$ 297.00	\$ 297.00	0.05	0.05	0.05
Shaun Michel - IT Director			\$ 77,500.00	\$ 77,500.00	40	Children and Youth	\$ 969.00	\$ 969.00	\$ 969.00	0.5	0.5	0.5
James Hogan - IT System Admin			\$ 108,505.00	\$ 108,505.00	40	Children and Youth	\$ 1,333.00	\$ 1,333.00	\$ 1,333.00	0.5	0.5	0.5
Lawren Korschik - Assoc Dir HR			\$ 69,261.00	\$ 69,261.00	40	Children and Youth	\$ 866.00	\$ 866.00	\$ 866.00	0.5	0.5	0.5
JoAnn Altemose - Controller			\$ 73,130.00	\$ 73,130.00	40	Children and Youth	\$ 914.00	\$ 914.00	\$ 914.00	0.5	0.5	0.5
Pat Bosc - Accountant			\$ 47,775.00	\$ 47,775.00	40	Children and Youth	\$ 597.00	\$ 597.00	\$ 597.00	0.5	0.5	0.5
Ann Bulone - Associate Dir Contract Admin			\$ 113,020.00	\$ 113,020.00	40	Children and Youth	\$ 1,413.00	\$ 1,413.00	\$ 1,413.00	0.5	0.5	0.5
Diga Baranova - Accounts Payable Associate			\$ 45,526.00	\$ 45,526.00	40	Children and Youth	\$ 569.00	\$ 569.00	\$ 569.00	0.5	0.5	0.5
Kara Elward - Financial Clerk			\$ 59,585.00	\$ 59,585.00	40	Children and Youth	\$ 870.00	\$ 870.00	\$ 870.00	0.5	0.5	0.5
Waneer Hankerson - Senior Accountant			\$ 96,998.00	\$ 96,998.00	40	Children and Youth	\$ 1,237.00	\$ 1,237.00	\$ 1,237.00	0.5	0.5	0.5



ROSTER OF PERSONNEL BY TOTAL AGENCY

AGENCY: Valley Youth House  
 FISCAL YEAR ENDING: June 30 2024

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	COUNTY PROGRAM	TOTAL DIRECT & INDIRECT SALARY FOR COUNTY PROGRAM IDENTIFIED	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR COUNTY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST
TOTAL			\$ 5,420,284.00	\$ 5,420,284.00			\$ 569,293.00	\$ 507,708.00	\$ 61,585.00	977.8	947	30.8

REVISED APPENDIX Z

TOTAL BY COUNTY PROGRAM	Total Actual Salary Cost	Total Direct Salary	Total Administrative Salary
Mental Health	\$ -	\$ -	\$ -
Intellectual Disabilities	\$ -	\$ -	\$ -
Drug and Alcohol	\$ -	\$ -	\$ -
Early Intervention	\$ -	\$ -	\$ -
Adult Services	\$ 70,219	\$ 55,425	\$ 14,794
Children and Youth	\$ 489,074	\$ 452,283	\$ 46,791



Agency:

Valley Youth House

Fiscal Year Ending:

June 30 2024

County Program Office:

Adult Services

Agency Programs:

Program Specific Budget Explanation

Transitional Age Bridge Program to supply case management and rental assistance as well as housing supplies to individuals in need of housing. See program description.

Transitional Age Bridge Program

Salaries & Benefits for .25 FTE Program Director, .7 FTE Life Skills Counselor, .1 FTE Office Manager

Salaries & Benefits

Occupancy @ \$53 per month for file storage  
Communications @ \$120 per month which includes cell phone, data communication, postage & shipping  
Program Supplies @ 500 per year

Operating Expenses

Information & Technology: Welligent (Client Tracking Sys) @ \$34.16 per month and THRIVE (IT Services) @ \$45 per month  
Insurance & Audit: Liability Insurance @ \$100 per month & Audit @ \$92 per month  
Rental Assistance: 5 client @ \$1,000 per month for 12 months, 4 clients @ \$1,000 per month for 6 months and 1 client @ \$1,000 per month for 3 months.  
Furnishings & Household goods: \$1,200 ea for 8 clients  
Client Utilities: \$500 of emergency utility assistance for 8 clients

Misc Operating Expenses

Agency:

Valley Youth House

Fiscal Year Ending:

June 30 2024

County Program Office:

Adult Services

	Program Specific Budget Explanation
Administration	10% administration expenses
0	
0	
0	

REPORT OF EXPENDITURES BY COUNTY PROGRAM OFFICE

AGENCY: Valley Youth House

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Adult Services

	Agency Programs:						
	TOTAL AGENCY FOR COUNTY PROGRAM	Transitional Age Bridge Program	Salaries & Benefits	Operating Expenses	Misc Operating Expenses	Administration	
Program Cost Center (If Applicable)							
I. EXPENDITURE ITEMS							
A. Personnel Services	77,462	77,462	-	-	-	-	-
1. Wages and Salaries	55,425	55,425	-	-	-	-	-
2. Employee Benefits	22,037	22,037	-	-	-	-	-
3. Miscellaneous Personnel	-	-	-	-	-	-	-
B. Operating Expenses	57,497	57,497	-	-	-	-	-
1. Occupancy	1,320	1,320	-	-	-	-	-
2. Communications	440	440	-	-	-	-	-
3. Program Supplies	500	500	-	-	-	-	-
4. Treatment & Supportive Supplies	-	-	-	-	-	-	-
5. Transportation	1,570	1,570	-	-	-	-	-
6. Purchased Treatment Services	-	-	-	-	-	-	-
7. Miscellaneous Operating Expenses (Identify below)	53,667	53,667	-	-	-	-	-
a. Information & Technology	350	350	-	-	-	-	-
b. Insurance/Audit	2,300	2,300	-	-	-	-	-
c. Rental Assistance	43,600	43,600	-	-	-	-	-
d. Bedding/Linens/Furnishings	4,500	4,500	-	-	-	-	-
e. Client Stipends	-	-	-	-	-	-	-
f. Client Utilities	2,917	2,917	-	-	-	-	-
C. Equipment & Other Fixed Assets	-	-	-	-	-	-	-
1. Purchase of Fixed Assets	-	-	-	-	-	-	-
2. Repairs & Improvement of Fixed Assets	-	-	-	-	-	-	-
III. PROGRAM COSTS (Sum of A, B and C)	134,959	134,959	-	-	-	-	-
IV. ADMINISTRATIVE COSTS	20,041	20,041	-	-	-	-	-
V. PROGRAM & ADMINISTRATIVE COSTS (Sum of II and III)	155,000	155,000	-	-	-	-	-
VI. RETAINED EARNINGS (Maximum 3% of IV)	-	-	-	-	-	-	-
VII. TOTAL COSTS (Sum of IV and V)	155,000	155,000	-	-	-	-	-
VIII. REVENUE	-	-	-	-	-	-	-
ADJUSTMENT BY COUNTY	-	-	-	-	-	-	-
VIII. TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	155,000	155,000	-	-	-	-	-

REVISED APPENDIX N





REPORT OF EXPENDITURES BY COUNTY PROGRAM OFFICE

AGENCY: Valley Youth House

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Adult Services

	TOTAL AGENCY FOR COUNTY PROGRAM	0	0	0	0
Program Cost Center (If Applicable)					
I. EXPENDITURE ITEMS					
A. Personnel Services	77,462				
1. Wages and Salaries	55,425				
2. Employee Benefits	22,037				
3. Miscellaneous Personnel					
B. Operating Expenses	57,497				
1. Occupancy	1,320				
2. Communications	440				
3. Program Supplies	500				
4. Treatment & Supportive Supplies					
5. Transportation	1,570				
6. Purchased Treatment Services					
7. Miscellaneous Operating Expenses (Identify below)	53,667				
a. Information & Technology	350				
b. Insurance/Audit	2,300				
c. Rental Assistance	43,600				
d. Bedding/Linens/Furnishings	4,500				
e. Client Stipends					
f. Client Utilities	2,917				
C. Equipment & Other Fixed Assets					
1. Purchase of Fixed Assets					
2. Repairs & Improvement of Fixed Assets					
J. PROGRAM COSTS (Sum of A, B and C)	134,959				
III. ADMINISTRATIVE COSTS	20,041				
IV. PROGRAM & ADMINISTRATIVE COSTS (Sum of II and III)	155,000				
V. RETAINED EARNINGS (Maximum 3% of IV)					
VI. TOTAL COSTS (Sum of IV and V)	155,000				
VII. REVENUE					
ADJUSTMENT BY COUNTY					
VIII. TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	155,000				

REVISED APPENDIX N



ADMINISTRATIVE COSTS PRORATION SPREAD BY COUNTY PROGRAM OFFICE

AGENCY: Valley Youth House  
 FISCAL YEAR ENDING: June 30 2024  
 COUNTY PROGRAM OFFICE: Adult Services

Program Cost Center (If Applicable)	Agency Programs:						
	TOTAL AGENCY FOR COUNTY PROGRAM	Transitional Age Bridge Program	Salaries & Benefits	Operating Expenses	Misc Operating Expenses	Administration	
I. EXPENDITURE ITEMS							
A. Personnel Services	19,342	19,342	-	-	-	-	-
1. Wages and Salaries	14,794	14,794	-	-	-	-	-
2. Employee Benefits	4,548	4,548	-	-	-	-	-
3. Miscellaneous Personnel	-	-	-	-	-	-	-
B. Operating Expenses	499	499	-	-	-	-	-
1. Occupancy	499	499	-	-	-	-	-
2. Communications	-	-	-	-	-	-	-
3. Administrative Supplies	-	-	-	-	-	-	-
4. Transportation	-	-	-	-	-	-	-
5. Miscellaneous Operating Expenses (Identify below)	-	-	-	-	-	-	-
a.	-	-	-	-	-	-	-
b.	-	-	-	-	-	-	-
c.	-	-	-	-	-	-	-
d.	-	-	-	-	-	-	-
e.	-	-	-	-	-	-	-
f.	-	-	-	-	-	-	-
C. Equipment & Other Fixed Assets	200	200	-	-	-	-	-
1. Purchase of Fixed Assets	-	-	-	-	-	-	-
2. Repairs & Improvement of Fixed Assets	200	200	-	-	-	-	-
D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES	-	-	-	-	-	-	-
E. TOTAL ADMINISTRATIVE EXPENSES (A&B&C&D)	20,041	20,041	-	-	-	-	-
F. ADMINISTRATIVE REVENUE	-	-	-	-	-	-	-
G. TOTAL ADMINISTRATION (E-F)	20,041	20,041	-	-	-	-	-



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Thavy Sim, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to enter into a new contractual agreement with Widener University to provide professional assistance services. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1524-4937-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$98,700

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see the attached supporting documents.

### ATTACHMENTS:

- [Widener University AFS 26/24 Summary Page](#)
- [Widener University AFS 26/24 Contract](#)
- [Widener University AFS 26/24 2023 Home4Good Funding Recommendations](#)

Delaware County Human Services Request for Contract

Program Office: Adult and Family Services

Provider: Widener University

Proposed Contract Amount: \$98,700

Proposed Contract Effective Dates: 04/17/2024 to 06/30/2025

Funding:

Federal Funding Source(s):		Amount:	

State Funding Source(s):	Pennsylvania Housing and Finance Agency	Amount:	\$98,700

Other Funding Source(s):		Amount:	

County Funding:		Amount:	
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Available Budget:

SAP Account(s)	1524-4937-631000	Balance:	Funds to be allocated

Contract Statement:

Human Services, Adult and Family Services requests approval to enter into a new contractual agreement with Widener University. Subject to Solicitor's approval.

Contract Request:

Contract Request:

Approval to enter into a new contractual agreement with Widener University. Services will be provided by The Health, Education, and Legal Assistance Project: A Medical-Legal Partnership at Widener University Law School to assist twenty disabled and unhoused Delaware County individuals, or at risk of becoming unhoused households, secure Supplemental Security Income and/or Social Security Disability Insurance benefits.

Program Need for Requested Service:

Households awarded Supplemental Security Income/Social Security Disability Insurance benefits are better able to secure and maintain housing, as well as, access medical benefits.

Was a Request for Proposal Issued? Yes  No  Date:

Number of Proposals received:

Summary of Request for Proposal Process:

N/A

Rationale for Choosing Provider versus Issuing a Request for Proposal:

A Request for Interest was distributed to the Homeless Services Coalition community. Ideas for how to utilize Home 4 Good awarded funding were submitted to the Department of Human Services, Adult and Family Services office. The non-conflicted group, a group of persons who do not receive Continuum of Care funds, reviewed the submissions, and decided which projects would be submitted for consideration for funding by Home 4 Good.

Plan to issue Request for Proposal or rationale if not planning on issuing one:

N/A

Metrics utilized to evaluate provider and results of last assessment:

Successful metric includes:  
# of Supplemental Security Income/Social Security Disability Insurance applications submitted for consideration

Date Request Discussed with Human Services Director:

Program Approval:  Date: 04/03/24

Fiscal Approval:  Date: 4/5/2024

CFO Approval:  Date: 4.5.24

Human Services Director:  Date: 4/3/2024

DATE: April 17, 2024

AGENCY: County of Delaware, Department of Human Services, Adult & Family Services

PROVIDER OF SERVICE: Widener University  
1 University Place  
Chester, PA 19013

Federal ID #23-1386178

CONTRACT PERIOD: Beginning: April 17, 2024  
Ending: June 30, 2025

CONTRACT AMOUNT: \$98,700

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their officials thereunto duly authorized.

PROVIDER OF SERVICE

COUNTY OF DELAWARE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COUNTY COUNCIL CHAIR

\_\_\_\_\_  
PRINT/TYPE AUTHORIZED NAME

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY CLERK

SERVICES: SOAR (SSI/SSDI Outreach, Access and Recovery) Program

**AGREEMENT**

This Agreement is made by and between the County of Delaware, Department of Human Services, (“County”), and **Widener University** hereinafter referred to as the (“Contractor” or “Provider”).

Whereas, the County has received or is anticipating receiving State and Federal funds from the Commonwealth of Pennsylvania, and funds from other sources, for the provision of Adult & Family Services; and

Whereas, the County desires to contract with Contractor for the provision of such services; and

Whereas, the parties desire to set forth their understandings in writing.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

**1. TERM**

This Agreement shall be effective from **April 17, 2024 through June 30, 2025**, subject to the other provisions herein, unless terminated earlier by either party according to the termination provisions herein.

**2. TERMINATION**

This Agreement may be terminated by either party at any time without cause; upon at least sixty (60) days advance written notice to the other party.

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

**3. AGREEMENT AMOUNT**

Subject to the availability of State, Federal and County funds, and Contractor's compliance with each of the terms and conditions of this Agreement, the County hereby agrees to pay to Contractor a total of **\$98,700** to be utilized as set forth below: (See Appendix Z)

Payment by the County shall be made as follows:

- A. For program-funded components, payment will be on a cost reimbursement basis, solely for the actual costs or expenses incurred by providing social services as set forth in this Agreement.
- B. For fee-for-service components, payment will be made at the agreed cost per unit less any client income. County will reimburse for actual days/units in attendance and approved absences.

- C. The County may suspend, withhold or revise any payment for non-compliance by Contractor with the terms and conditions of this Agreement.
- D. Payment shall be made in the manner set forth in Appendix "A".
- E. Contractor certifies that the Federal/State funds to be used under this Agreement do not replace or supplant in any way, Federal/State or County funds for already existing services. Contractor further certifies that the services to be provided under this Agreement are not already available without cost.
- F. Notwithstanding anything to the contrary contained in this Agreement, each payment required to be made under this Agreement is specifically contingent on Contractor's full and timely compliance with each and every applicable Federal, Commonwealth (Pennsylvania Department of Public Welfare and Pennsylvania Department of Health) reporting requirement and any County reporting requirements, as such requirements may be amended from time to time. If Contractor fails to submit complete and accurate reports when and as due, County may immediately proceed as set forth in Appendix E or, to the extent permitted by applicable law and regulation, in the County's sole and absolute discretion, suspend any or all payments to Contractor and/or immediately terminate or suspend this Agreement and/or pursue any and all other remedies available under this Agreement or as otherwise provided by law.

4. **APPENDICES**

Contractor shall comply with the provisions of the following attached Appendices, which if applicable are incorporated into and made a part of this Agreement:

Appendix A	Payment Schedule
Appendix B	Retained Revenue (Not Applicable to CYS Fee-For-Service Agreements)
Appendix C	Reporting Requirements
Appendix D	Source of Funds Statement (Not Applicable to CYS Fee-For-Service Agreements)
Appendix E	Non-Compliance Procedures
Appendix F	Insurance
Appendix G	Confidentiality
Appendix H	Special Conditions
Appendix J	Appeals Procedure
Appendix K	Funding Source Regulations
Appendix L	Disclosure of Lobbying Activities
Appendix M	Contractor Board of Directors
Appendix N	Table of Organization
Appendix O	County Contract with Funding Source
Appendix P	License/ Accreditation Certificate/Copy of Regulations/Standards
Appendix U	Audit Requirements
Appendix X	Program Narrative
Appendix Z	Budget
Appendix AA	Invoicing Submission Requirements
Appendix CC	HIPAA Business Associate Agreement
Appendix DD	Federal Awards (if applicable)
Appendix EE	Child Protective Services
Appendix FF	Medical Marijuana Prohibition
Appendix II	Political Contribution Disclosure

In the event, any provision of the attached Appendices conflict with the provisions of this Agreement, this Agreement shall control.

**5. 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.

**6. 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.

**7. RETAINED REVENUE**

**(This section applies to Mental Health agencies only.)**

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



8. **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. **(This paragraph does not apply to CYS Fee-For-Service agreements.)**

9. **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".

10. **AVAILABILITY OF INFORMATION**

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

11. **ACCESS TO RECORDS/PROPERTY RIGHTS**

**(This section does not apply to CYS fee-for-service agreements.)**

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").

12. **TITLE TO AND PURCHASE OF EQUIPMENT**

**(This section does not apply to CYS fee-for-service agreements, sections B through D do not apply to ID fee-for-service agreements, sections B and C do not apply to EI fee-for-service agreements.)**

- 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.

### **13. 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.

**14. 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).

**15. PROJECT INCOME**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

**16. INTEREST INCOME**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

**17. TRAVEL**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

**18. 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.

**19. 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.

**20. ENVIRONMENTAL IMPACT**

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

**21. CONFIDENTIALITY**

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

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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. Notwithstanding the foregoing, to the extent this Agreement is a Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

**28. 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.

**29. 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.

**30. 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.

**31. PERSONNEL AGREEMENT**

**(This section is not applicable to fee-for-service agreements.)**

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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

Notwithstanding the foregoing, to the extent this Agreement is a "Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

**38. DISPUTES**

**(This section applies to Mental Health/Intellectual and Developmental Disabilities/Early Intervention agencies only.)**

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.

**39. 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.

**40. 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		

**41. 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.

**42. 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.

**43. PROHIBITION AGAINST ASSIGNMENT**

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

**44. 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.

**45. TIME IS OF THE ESSENCE**

Time is of the essence with respect to this Agreement.

**46. 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.

**47. 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.

**48. 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.

**49. 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.

**50. 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.

**51. 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. 69<sup>th</sup> 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.

**52. 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.

**53. 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.

**54. 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.

**55. HEADINGS**

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

**56. 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.

**57. 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.

**58. 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.

**59. 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.

County of Delaware  
Vendor Payment Schedule  
Year: 2024

<b><u>DUE TO HSA</u></b>	<b><u>CHECK RELEASE DATE</u></b>
12/13/2023	01/05/2024
12/22/2023	01/19/2024
01/09/2024	02/02/2024
01/24/2024	02/16/2024
02/07/2024	03/01/2024
02/21/2024	03/15/2024
03/06/2024	03/28/2024
03/19/2024	04/12/2024
04/03/2024	04/26/2024
04/17/2024	05/10/2024
05/01/2024	05/24/2024
05/15/2024	06/07/2024
05/29/2024	06/21/2024
06/11/2024	07/05/2024
06/25/2024	07/19/2024
07/10/2024	08/02/2024
07/24/2024	08/16/2024
08/07/2024	08/30/2024
08/21/2024	09/13/2024
09/04/2024	09/27/2024
09/18/2024	10/11/2024
10/02/2024	10/25/2024
10/16/2024	11/08/2024
10/29/2024	11/22/2024
11/13/2024	12/06/2024
11/25/2024	12/20/2024
12/11/2024	01/03/2025
01/07/2025	01/17/2025

## Payment Schedule

1. Payment to the provider shall be made as follows:
  - On or before the 10<sup>th</sup> day of the second month of the term of this contract, and on or before the 10<sup>th</sup> day of each month thereafter, the Provider shall submit to the County a Monthly Invoice on the form provided by the County (Appendix A-1), itemizing actual reasonable expenditures incurred in accordance with the approved budget.
  - All invoices must include the Certification Statement that "All costs billed were incurred in accordance with the terms set forth in the Provider's contract with the County".
2. Funds received from the County must be placed in an interest-bearing account. This program related income must be used to support the services under this contract and must be considered first funds.
3. Payment shall be on a cost reimbursement basis, solely for the actual costs or expenses incurred in providing services set forth in Appendices K and X. Supporting back up information is expected as directed. The County will reimburse only for services provided to eligible clients. Payment will be denied for clients determined at any time to be ineligible; if payment has already been made for service to ineligible clients, the amount will be deducted from the Providers' next payment or if no further payments are owed to Provider, Provider will immediately reimburse the County for the paid amount.
4. Transfer of a Provider's funds from one budget category to another may be permitted under the following conditions when the transfer is in excess of 10% of the line item:
  - A reasonable need exists to transfer funds (i.e., the provider finds it cannot spend all of the funds in a designated category or program within the allowable time period and there is an unmet need in another category or program).
  - A request with explanation of the justification to transfer funds is made in writing to the County.
  - A favorable response is given to the Provider request and approval when required is received from the Department of Public Welfare.
  - Approval is given in writing to the provider.

Transfers under 10% of the line item do not require written approval.
5. The County shall have the right to disapprove any expenditure made by the Provider, which is not in accordance with the budget submitted to the County, and with the terms of this contract, and the County, may adjust payment to the Provider accordingly.
6. Provider will be paid only for service actually accepted by the County after audit.

Revised 8/2022

**Widener University**

**AFS-A 3/25 SOAR (SSI/SSDI Outreach, Access and Recovery) Program**

**MONTHLY INVOICE**

Submit to:  
Delcohsa\_ap@delcohsa.org

Vendor Number: \_\_\_\_\_

SAP Number: \_\_\_\_\_

MONTH: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

PHFA - HOME4GOOD FUNDING			
Contract Budget	Year-to-Date Contract Reimbursement	Monthly Expense to be Reimbursed	Households assisted this month
\$98,7000			
AMOUNT REQUESTED		\$	

Rev. 4/2024

I certify that the costs/units billed on this invoice were delivered and provided in accordance with the terms set forth in this organization's contract with the County of Delaware.

Invoice Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **RETAINED REVENUE**

The County will not participate in an allowance for Contractor to retain revenues accruing at the close of the Term in excess of eligible expenses realized under this Agreement.

## **APPENDIX B**



## REPORTING REQUIREMENTS

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### 1. FISCAL REPORTS:

By the 10<sup>th</sup> day after the end of each month, the provider shall send the **Monthly Invoice with the Certification Statement** on the forms provided by the County of Delaware (see Appendix A-1).

### 2. CLIENT SERVICE REPORT:

A. **Monthly Client Service Report-** Provider is required to submit Monthly Client Service Report (**See Appendix C-1**) with monthly invoice.

B. **Semiannual Progress Report –**

- a. Provider is responsible for electronically submitting the completed Semiannual Progress Report to Home4Good for reporting periods October to March, April to September, and Close Out.
- b. Provide electronic or hard copy to Adult and Family Services by 15<sup>th</sup> of the following month. (**See Appendix C-2**)

### 3. ADMINISTRATIVE REPORT:

A. Provider is required to notify Adult and Family Services of significant developments affecting clients, service delivery or administration of the program (**See Appendix C-3**). This form must be submitted monthly, on the 10<sup>th</sup> day after the end of each month. Reportable developments include:

- Client and staff incidents
- Program and staff changes
- Facility developments and problems

B. In addition, the Provider is required to notify Adult and Family Services of the following incidents as indicated:

- Child Abuse, neglect or abandonment reported to CYD must be simultaneously reported to Adult and Family Services.
- Incidents involving injury to staff or clients must be reported on the day they occur.

**All Reports required under this section are to be submitted to:  
Jessica Fink  
finkj@delcohsa.org**

**Appendix C**



## Semiannual Reporting

Appendix C-2

# Semiannual Progress Report



## Semiannual Report for Home4Good Program Grants

All active grants must provide a semiannual progress report (SPR). If your organization has received more than one grant, submit an SPR for each grant. Each reporting period (October-March, April-September, Close Out) should be entered as separate numbers and not as cumulative totals. If the grant you are reporting on has a longer term, you will need to start a new report at the beginning of the subsequent years.

When completing this form use the "Tab" key after entering data and to move around the form. Do NOT use the "enter" key.

When complete, please certify and sign the last page of this form.

<b>Grantee Name</b>		<b>Date of Report Completion</b>	
<b>Program Name</b>		<b>Funding Round Year (Select From Dropdown)</b>	2023-24
<b>Grant No./ID</b>		<b>Effective Date (Date of Award Letter)</b>	
<b>Grant Amount</b>		<b>Contact Person Phone</b>	
<b>Contact Person</b>			
<b>Contact Person Email</b>			
<b>Reporting Period</b>	<input type="checkbox"/> October-March 20__	<input type="checkbox"/> April-September 20__	<input type="checkbox"/> Close Out
<b>Project Status as of Current Report Period</b>	<input type="checkbox"/> Unstarted* <input type="checkbox"/> Started/No Draw <input type="checkbox"/> Started/Partially Drawn <input type="checkbox"/> Closed/Fully Disbursed <input type="checkbox"/> Recapture		
*If "Unstarted", please describe status of project below and anticipated start date:			

**REQUIRED REPORTING:**

The following sections (one through six) are Core Metrics and are required for each project providing direct services as part of the Home4Good Application Performance Metrics. DO NOT LEAVE BLANK, unless indicated below that the project provides indirect services only. If data was collected, but reported at zero, please complete the "don't know/refused" field. If data was not collected, please complete the "not collected" field.

If the project does not provide direct services and therefore cannot report on Core Metrics, describe project type below.

1. Number of Persons in Households

Criteria	October-March	April-September	Annual Cumulative Total
Adults			
Children			
Don't Know/Refused			
Not Collected			
Total			

2. Age of All Persons

Criteria	October-March	April-September	Annual Cumulative Total
Under Eighteen			
Eighteen -Twenty-Four			
Twenty-Five – Sixty-One			
Sixty-Two and Over			
Don't Know/Refused			
Not Collected			
Total			

3. Gender of All Persons (Including Children)

Criteria	October-March	April-September	Annual Cumulative Total
Male			
Female			
Transgender			
Non-binary			
Don't Know/Refused			
Not Collected			
Total			

4. Special Populations Served

Criteria	October-March	April-September	Annual Cumulative Total
Victims of Domestic Violence			
Substance Use Disorder			
Mental Illness			
Intellectual Disability			
Physical Disability			
Chronic Health Condition(s)			
Veterans			
Previously Incarcerated			
Don't Know/Refused			
Not Collected			
Total			

5. Race of All Persons (Including Children)

Criteria	October-March	April-September	Annual Cumulative Total
American Indian/Alaskan Native			
Asian			
Black/African American			
Multiple Races			
Native Hawaiian/Other Pacific Islander			
White/Caucasian			
Don't Know/Refused			
Not Collected			
Total			

6. Ethnicity of All Persons (Including Children)

Criteria	October-March	April-September	Annual Cumulative Total
Hispanic/Latino			
Non-Hispanic/Non-Latino			
Don't Know/Refused			
Not Collected			
Total			

**ADDITIONAL REPORTING**

The following sections should be completed if applicable.

7. Total Households Placed in Permanent Housing by Area Median Income (AMI)

Criteria	October-March	April-September	Annual Cumulative Total
Households at or below 30% AMI			
Households over 30% AMI			
Total Households Placed			

8. Rapid Re-Housing Households (If Applicable)

Criteria	October-March	April-September	Annual Cumulative Total
Total Number of "in person" initial consultations/meetings from referrals			
Total Number of Households currently in Housing Search			
Total Number of Households placed in Permanent Housing			

Total Number of Households receiving case management after Permanent Housing Placement			
Total number of Households that exited RRH Program successfully			
Total number of Households that exited RRH Program back into homelessness or unknown			

**PERFORMANCE OBJECTIVES REPORTING**

Based on the proposed objectives your organization provided at application, complete the below tables. The list of "Performance Objectives" from the Request for Proposal (RFP) is listed below. Complete as many tables as needed.

Performance Objectives

1. Reduction in the number of individuals experiencing homelessness, including among Veterans, those experiencing chronic homelessness, families, unaccompanied or parenting youth, individuals, domestic violence survivors, and those unsheltered.
2. Reduction in the length of time individuals remain homeless.
3. Reduction in the extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
4. Increase in access to jobs and income among individuals experiencing homelessness.
5. Reduction in the number of individuals who become homeless for the first time.
6. Increase in successful housing placement.
7. Increase in homelessness prevention.

**EXAMPLE of Proposed Objective Identified at Application**

<b>Proposed Activity :</b>		Housing Locator and Case Management Program		
<b>Identified at Application</b>				<b>Reporting</b>
<b>Performance Objective for this Activity (Program Outcome)</b>	<b>Objective to which this metric relates (Input Program Objective #1-7)</b>	<b>Target Population</b>	<b>Anticipated Change Increase/ Decrease (Days/\$/#)</b>	<b>Actual Change (Cumulative Since Program Start)</b>
Reduce average number of days between program referral/entry and housing lease up	2	Veterans and Transition age youth	Reduce average by 5 days over 1 year	Reduced by 6 days
Provide financial counseling	1,5,7	All	20 additional people counseled	20 additional people counseled



**Proposed Objective Identified at Application #1:**

Proposed Activity :				
Identified at Application				Reporting
Performance Objective for this Activity (Program Outcome)	Objective to which this metric relates (Input Program Objective #1-7)	Target Population	Anticipated Change Increase/ Decrease (Days/\$/#)	Actual Change (Cumulative Since Program Start)

**Proposed Objective Identified at Application #2:**

Proposed Activity :				
Identified at Application				Reporting
Performance Objective for this Activity (Program Outcome)	Objective to which this metric relates (Input Program Objective #1-7)	Target Population	Anticipated Change Increase/ Decrease (Days/\$/#)	Actual Change (Cumulative Since Program Start)

**Proposed Objective Identified at Application #3:**

Proposed Activity :				
Identified at Application				Reporting
Performance Objective for this Activity (Program Outcome)	Objective to which this metric relates (Input Program Objective #1-7)	Target Population	Anticipated Change Increase/ Decrease (Days/\$/#)	Actual Change (Cumulative Since Program Start)

**\*\*Please attach additional pages as necessary\*\***

**Narrative (Optional)**

Please provide additional information about the program's progress in this field or on an attached document

**Expenditure Table To Date**

Use the table below to indicate how your organization has used the Home4Good funds to date. Individual expenses do not need to be listed in "Expense Item/Category" but please use expense categories and aggregate amounts (Example: categories could include Rent & Utility Payments, Salary, or Administrative Costs)

**Expense Period: October through March**

Expense Item/Category	Beginning Grant Balance	Expense Amount	Ending Grant Balance
<i>Ex: Utilities for 3 households</i>	\$5,000	\$250	\$4,750

**Expense Period: April through September**

Expense Item/Category	Beginning Grant Balance	Expense Amount	Ending Grant Balance

*I certify the above to be an accurate and true representation of the persons served by my organization.*

Name:	
Title:	
Signature:	/s/

## ADMINISTRATIVE REPORT

Program: \_\_\_\_\_

Month: \_\_\_\_\_

**Please answer the following questions regarding this program. Responses should include any significant developments, changes or incidents involving the administration of this program, program staff, clients or program operations.**

1. Were there any program staffing changes? Please detail changes.  N/A
  
2. Were there any incidents involving program staff? Please detail.  N/A
  
3. Were there any client incidents to report? Please detail.  N/A
  
4. Were any program changes made that affect the overall operation of this program?  N/A
  
5. Were there any facility problems or development this month?  N/A
  
6. Are there any notable program issues, client trends or any new barriers clients may be facing in accessing services?  N/A
  
7. Are there any notable Program accomplishments you would like to report?  N/A
  
8. Are there any issues/concerns regarding the program and the operations in which you need assistance?  N/A
  
9. Other Comments:  N/A

Person completing this report: \_\_\_\_\_

## **SOURCE OF FUNDS STATEMENT**

All notices, informational pamphlets, press releases, research reports and similar public notices prepared by and released by the Contractor shall include the statement, "This project may be funded, in part, under a contract with Delaware County through the Delaware County Department of Human Services; the Pennsylvania Department of Human Services; the Pennsylvania Department of Agriculture; the City of Philadelphia, Office of Housing & Community Development and the U.S. Department of Housing & Urban Development; however, the Contractor is an independent contractor acting on its own behalf and not in behalf of the County of Delaware, the Commonwealth of Pennsylvania, or the Federal Government."

## **APPENDIX D**

## NON-COMPLIANCE PROCEDURES

During the performance of this Agreement, the following conditions shall prevail:

- A. If the Contractor shall fail to fulfill in a timely or proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants or stipulations of this contract, the County may issue a written notice of non-compliance to the Contractor requiring compliance within a specified, reasonable period of time. If the Contractor shall fail to comply within the specified period of time, the County may exercise one of the following options:
  - 1. By written notice to the Contractor, cease payment for and withhold all otherwise allowable payments for the expense of the Contractor until such time as the Contractor complies with the requirements of the Notice of Non-Compliance; or
  - 2. Deem such non-compliance as severable and issue a written notice of Partial Termination as to the term, provision or condition of this Agreement for which the Contractor is not in compliance. Such partial termination shall not relieve either party of its remaining duties and obligations under this contract;
  - 3. At least fifteen days before the effective date thereof, issue a written Notice of Termination of this Agreement specifying the effective date.
  
- B. It is further agreed that in the event funds to the County from State and Federal funds are not obtained and continued to an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the County may exercise one of the following options:
  - 1. Issue a written Notice of Termination of this Agreement to the Contractor effective upon a specified date, which will be within a reasonable period of time under the circumstances; or
  - 2. Continue the Agreement by reducing, through written notice to the Contractor, the amount of the Agreement in a manner consistent with the nature, amount, and circumstances of the County's loss of State or Federal funding; provided, however, that any termination or reduction of this Agreement shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction.
  
- C. The rights and remedies of the County provided in this provision shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.

## APPENDIX E

D. After receipt of a Notice of Termination by the County and except otherwise directed by the County, the Contractor shall:

1. Stop work under this Agreement on the date specified in, and to the extent specified in, the Notice of Termination.
2. Place no further order, contracts, or sub-grants for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement as is not terminated.
3. Terminate all orders, contracts, and sub-grants to the extent that they relate to the performance of work terminated by the Notice of Termination.
4. Assign to the County in the manner, at the time, and to the extent directed by the County, all of the rights and interests of the Contractor under the orders, contracts, or sub-grants so terminated. The County may settle or pay any or all claims for breach of contract arising out of the termination of such orders, contracts, and sub-grants unless the County can demonstrate that such obligations were not entered into in good faith performance of the Agreement;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders, contracts, and sub-grants, with the approval or ratification of the County, to the extent the County may require, which approval or ratification shall be final for all for the purposes of this clause. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County as a result of the performance or non-performance by Contractor of the services described in this Agreement.

#### APPENDIX E

## INSURANCE

Before the contract is awarded, and unless otherwise approved by the County of Delaware's (hereinafter referred to as the 'County') representative in writing, the Contractor/Provider shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the County. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor/Provider, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the County, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an "occurrence" basis, not "claims-made", with the exception of Professional Liability insurance, unless specifically approved by the County in writing.

The County of Delaware reserves the right to grant exception(s) to specific contractors with respect to the requirements herein, if deemed reasonable and if determined that such exception(s) are in the best interests of the County.

### **1. General Liability:**

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor/Provider or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000
Damage to Rented Premises	\$ 50,000
Medical Payments	\$ 10,000
Abuse/Molestation (if applicable to services provided)	\$1,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor/Provider under the Indemnification and other provisions of the contract.

Any deductible under this coverage is subject to the County's approval, and shall be the sole responsibility of the Contractor/Provider.



**2. Business Automobile Liability:**

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
Uninsured/Underinsured Motorists Liability Limit	\$ 1,000,000

**3. Workers' Compensation and Employers Liability**

Workers' Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage (if applicable), and USL&H and Jones Act coverage (if applicable), with limits not less than:

Workers' Compensation	Statutory
Bodily Injury, each Employee	\$500,000
Bodily Injury, each Accident	\$500,000
Disease, each Employee	\$500,000

If Contractor/Provider is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers' Compensation coverage.

**4. Umbrella Liability**

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Hazardous work may require higher limits, as requested by the County.

**5. All Risk Builders Risk (if applicable)**

All Risk (Special Form) Builders Risk insurance, including Earthquake and Flood to the extent reasonably commercially available, providing protection for building, structures, and materials or equipment to be installed in the project, while in the course of construction, in transit to the project site, and while being retained in off-site storage.

The Builders Risk policy shall be written to cover 100% of the completed value of the project, at replacement cost valuation, with an agreed amount provision (coinsurance waived).

Any deductible under this coverage shall be no more than \$25,000 and shall be the sole responsibility of the Contractor.

The policy shall cover the insurable interests of the County, Contractor and Subcontractors in the Work. The County and Contractor waive all rights against each other for damages caused by fire or other perils to the extent payment is actually made under insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the County. The Contractor shall require similar waivers by Subcontractors.

The County will procure such Builders Risk coverage in compliance with the above provisions, subject to information contained in Appendix 1, which shall be provided by Contractor following award of the bid.

#### **6. Professional Liability/Errors & Omissions Insurance (if applicable)**

All Contractors/Providers who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

#### **7. Cyber Insurance**

Provider shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Provider for claims, losses, liabilities, judgements, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Provider or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to Client, but in no event less than the following: \$3,000,000. This includes, but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Provider shall furnish Client, upon request, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Provider shall not cancel or reduce any such insurance without prior written consent of Client. Provider shall notify Client in writing within five business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

**8. Contractors Pollution Liability (if applicable)**

All Contractors who will perform environmental services (including but not limited to asbestos or lead abatement, testing or remediation) shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

**9. Performance & Other Bonds**

Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations.

Contractor shall furnish a Maintenance Bond in an amount equal to ten percent (10%) of the Contract including Change Orders. This Maintenance Bond shall be effective for a period of one (1) year following the date established by the certificate of Substantial Completion.

All Bonds shall be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act and the Surety's financial statement.

If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to County.

## General Insurance Provisions

All policies required hereunder other than Workers Compensation, Professional Liability, and Builders Risk shall name the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor/Provider or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the County.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Contractor/Provider. Contractor/Provider shall immediately forward any such notice to County.

Contractor/Provider shall furnish to County Certificates of Insurance prior to the start of work, evidencing that all requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required herein, including Additional Insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the Certificate. A renewal Certificate must be provided to County prior to the expiration date thereof.

## Subcontractor/Subconsultants

Contractor/Provider shall require each subcontractor or subconsultant to provide insurance as outlined above. Such policies shall name the County of Delaware and its departments, offices, and agencies; Contractor/Provider; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subcontractor/subconsultant. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Contractor/Provider shall be responsible for securing and maintaining certificates of insurance from all subcontractors/subconsultants evidencing the insurance coverages required herein.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for Contractor/Provider or its subcontractors/subconsultants. **Meeting these minimum requirements shall in no way limit or relieve the Contractor/Provider liability and obligations under any other provision of the Contract.** The Contractor/Provider shall acquire,

at its own expense, any other Additional Insurance coverage it deems necessary for the protection of its work under this contract.

**Self-Insurance**

If Contractor/Provider maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Provider’s most recent audited financial statement, must be provided to County for review and approval, such approval not to be unreasonably withheld.

If County grants such approval, Contractor/Provider understands and agrees that the County of Delaware, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor/Provider’s self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

**Non-Waiver of Indemnification**

The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications required of Contractor/Provider, nor to limit Contractor/Provider’s liability under this contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor/Provider hereunder.

## **CONFIDENTIALITY**

The parties shall not use or disclose, to person or entity not a party to this contract, any information about a recipient of services to be provided under this agreement for any purpose not connected with the parties' contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian. Nothing herein shall limit the exchange of information between parties hereto to the extent that such an exchange would otherwise be permitted under the laws of the Commonwealth.

## **APPENDIX G**

**CLIENT APPEALS  
POLICY AND PROCEDURES  
DELAWARE COUNTY OFFICE OF BEHAVIORAL HEALTH  
ADULT & FAMILY SERVICES DIVISION**

All clients have the right to have their cases reviewed by the County and the State if they have been **denied assistance or terminated from services** and believe that the decision to deny or terminate was inappropriate. Adult & Family Services providers must comply with the appeal policies and procedures described and referenced herein to ensure that clients are afforded the opportunity to exercise this right.

For program components in which State funding from the Department of Human Services is used, the first level of appeal beyond the provider agency is the County; however, the client also has the right to appeal concurrently to the Department of Human Services, Office of Hearings and Appeals. For program components where federal funding is used, the first level of appeal is Department of Human Services' Office of Hearings and Appeals, P.O. Box 2675, Harrisburg, Pennsylvania 17105. Adult & Family Services will inform the provider if federal funds are included in their contractual agreement.

If Provider's contract contains an Appendix K, Funding Source Regulations, or Appendix O, County Contract with Funding Source, Provider is responsible for compliance with any additional appeal requirements contained therein.

Clients who appeal a service denial or termination may or may not have the right to receive services during the appeal process. Clients who have been denied a one-time service, such as rental assistance, are entitled to appeal the denial, but are not entitled to receive that same assistance during the appeal process. Clients determined at any time to be ineligible, abusive, or defiant can be terminated immediately from a program, but retain their right to appeal. Clients who receive notice of termination from their program or service for other reasons and file a timely appeal of the decision may continue to receive services during the appeal process. Providers are expected to follow the guidance within this Policy and Procedure, as well as funding source requirements when making decisions to deny or terminate service.

If Provider supplements the Adult & Family Services Policy and Procedures with further requirements, Adult & Family Services must approve said requirements before they can be applied to consumers served under this contract.

### **Responsibility to Inform**

Providers must:

1. Have a written appeals policy and procedure, which describes the availability and process of an appeal at the Provider, County and State levels.
2. Provide clients with a written description of their right to appeal and a description of the appeal levels and process during completion of their application and/or intake. Care must be taken to ensure that clients understand this information, after which clients must sign a statement that they have been notified of and understand their right.
3. Provide the following information in writing to clients who have been denied assistance or terminated from services:
  - Action being taken
  - Reason for the action
  - Effective date of the action

### **APPENDIX "J"**

- Availability of an appeals process at the County and State levels
- 4. Make every attempt to provide a warning or advance notice of termination and, when possible, assist in finding alternative services, including shelter or housing, if the client is homeless.

### **Appeal Procedures**

1. Upon client informing Provider of their decision to appeal, Provider must ensure that the client has the necessary forms to complete, and offer assistance in completing the forms, if necessary.
2. Client must submit completed appeal forms to the designated Provider representative within the required time period following receipt of termination notice.
3. The Provider will notify the Administrator or the Homeless Services Coordinator in the Department of Human Services, Adult & Family Services office within the required time period following receipt of the appeals form from the client.
4. The Adult & Family Services staff will be responsible for assembling the County Appeal Panel and scheduling the appeal meeting within the required time period following notification from the Provider. Adult & Family Services will notify the client in writing of the meeting date, offer the opportunity for the client to meet with the Appeal Panel and explain the meeting procedures.
5. At this time, the Adult & Family Services staff will request all relevant materials from the Provider. Materials will include, but not be limited to:
  - Appeal forms completed by client
  - Program handbook, policies, and procedures
  - Case file notes
  - Documentation of disciplinary actions taken, client responses and provider responses
  - Any other materials necessary to enable the Appeal Panel to be fully informed in preparation for the appeal meeting and appeal decision.
6. The Provider is responsible to provide all requested materials to the County within the required time period following request from the County.
7. The Appeal meeting must be scheduled within the required time period following receipt of the appeal request form from the Provider.
8. The County will notify the client in writing of the appeal date, the process for the meeting, and any additional information they will need.
9. Upon review of the materials submitted by the provider, any Appeal Panel member can request additional material, which will be distributed to all Panel members.
10. The County Review Panel will examine all relevant information prior to the Appeal Meeting.
11. The Appeal Panel must render a written decision to the client and Provider within the required time period following notice of appeal from the Provider.

### **County Appeal Panel**

The Adult & Family Services will establish a County Appeal Panel consisting of:

1. Administrator, Department of Human Services, Adult & Family Services
2. Homeless Services Coordinator or Homeless Services Program Manager
3. A management representative from Early Learning Resource Center – Region 15 or Office of Mental Health

### **County Appeal Meeting**

## **APPENDIX "J"**



The Homeless Services Coordinator or Homeless Services Program Manager is responsible for recording all pertinent notes and minutes of meetings and formally notifying appropriate parties in writing of any and all County Appeal Panel decision(s).

The County Appeal Panel may meet with the Provider's Program Director and appropriate staff to obtain information regarding the case.

After review of documentation and a meeting with the Provider, the County Appeal Panel will offer the client an opportunity to meet with the panel. The client will be able to explain their situation and present information. If the client wishes, they do not need to meet with the panel. The client may bring a support person to the meeting if they choose.

Once this is completed, the Appeal Panel will meet to discuss the appeal and vote on whether the appeal should be denied or approved.

### **County Appeal Decision**

A final decision will be presented to the client and to the Provider in writing within the required time frame after the appeal has been initiated.

If the County Appeal Panel rules that the client was denied services or terminated from services inappropriately, the client must be accepted or reinstated into the program (or into a similar program) immediately. In making a determination in favor of the client to be reinstated, the Appeal Panel may make service and program stipulations, which the client must follow upon their return to the program. If the client is reinstated and is not compliant with the terms of the reinstatement, the Provider can terminate immediately. In this event, the client is not entitled to a second appeal.

In making a decision to uphold the termination, the Appeal Panel may make other recommendations to the client for future service access.

In rendering the result of the County appeal to the client, the County will inform the client of their right to appeal the decision to the Department of Human Services.

The County and the Provider must insure that each client is advised of their right to appeal also to the Human Relations Committee if the client believes the denial of assistance is based on discrimination of race, color, religious creed, ancestry, national origin, sex, age or handicap.

The County will submit copies of both County and State level appeals at the time of resolution to the Pennsylvania Department of Human Services, or other entity as required by the funding source.

### **County Appeal Timeline**

With the exception of transitional housing programs, the maximum allowable time to complete the appeal process is thirty calendar days. Specific timelines will differ according to funding source requirements as contained in Appendix K or Appendix O, or the Adult & Family Services requirements contained in Appendix J, Attachment 1, if included.

## **APPENDIX "J"**

## County Appeal Timelines

### Emergency Shelter

The appeal process for clients residing in an emergency shelter program will be completed within fifteen business days. Termination notices issued to clients will allow fifteen business days before effective date of move-out. Clients who choose to appeal their termination will be entitled to receive shelter services during the appeal process.

The agency level appeal will be completed within the first eight business days and the County level appeal will be completed over days nine through fifteen. A two-day grace period will be available to the county in extenuating circumstances. The provider will agree to extend the client's shelter stay for the additional time.

Entity	Day	Action
Provider	0	Termination notice given to client.
	1-2	Client must submit notice to appeal
	8	Appeal meeting will be completed and decision provided to client.
County	9-10	Client must request county-level appeal.
	11	Provider submits all appeal materials to the county.
	15	Appeal meeting will be completed and decision provided to client and provider.

### Housing Programs

The local appeal process for clients residing in housing programs will be completed within twenty-five business days. Termination notices issued to clients will allow twenty-five business days for the appeal process, during which their services will continue without interruption. In addition, clients whose appeal is denied at the provider level and county level, if applicable, will receive continuing subsidy for the duration of the month in which the appeal decision is made and one full month immediately following the decision. This requirement is necessary in order for the client to give notice on their lease and locate alternative housing, or secure personal resources to replace the subsidy if they choose to remain on their lease.

Entity	Day	Action
Provider	0	Termination notice given to client.
	1-2	Client must submit notice to appeal
	9	Appeal meeting will be completed and decision provided to client.
County	10-11	Client must request county-level appeal.
	14	Provider submits all appeal materials to the county.
	25	Appeal meeting will be completed and decision provided to client and provider.

The agency level appeal will be completed within the first nine business days and the County level appeal will be completed over days ten through twenty-five. A two-day grace period will be available to the county in extenuating circumstances. The provider will agree to extend the client's housing stay for the additional time.

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX L

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b>  a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b>  a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b>  a. initial filing b. material change  <b>For Material Change Only:</b>  Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  Prime _____ Subawardee Tier _____ <span style="margin-left: 150px;"><i>(if known)</i></span>  Congressional District, <i>if known</i>	<b>5. If Reporting entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, <i>if known</i>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description</b>  CFDA Number, <i>if known</i> _____	
<b>8. Federal Action Number, if known</b>	<b>9. Award Amount, if known</b>  \$ _____	
<b>10 a) Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>10 b) Individuals Performing Services</b> <i>(including address if different from No. 10 a)(last name, first name, MI)</i>	
<b>11.</b> Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Section 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone #: _____ Date: _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form-LLL</b>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## APPENDIX L

**Widener University  
Board of Trustees  
2023-2024**

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Cynthia H. Sarnoski, PhD, Vice Chair  
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Quality Systems

Nancy G. Hesse, Treasurer  
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Eugene D. McGurk Jr., Esq., Secretary  
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Cypress International, Inc.

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Chief Executive Officer  
2X

Dexter Hamilton  
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Cozen O'Connor

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University of Pennsylvania

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Miguel O. Peña  
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Prime Rock Energy Capital

Iraklis Prokopakis  
SVP, Treasurer, COO, and member of the Board of  
Directors of Danaos Shipping Company

Catherine Pulos  
Executive VP, Chief Operations Officer  
Wawa, Inc.

Louis Rodriguez, Jr.  
President and Founder  
Rodriguez Consulting LLC

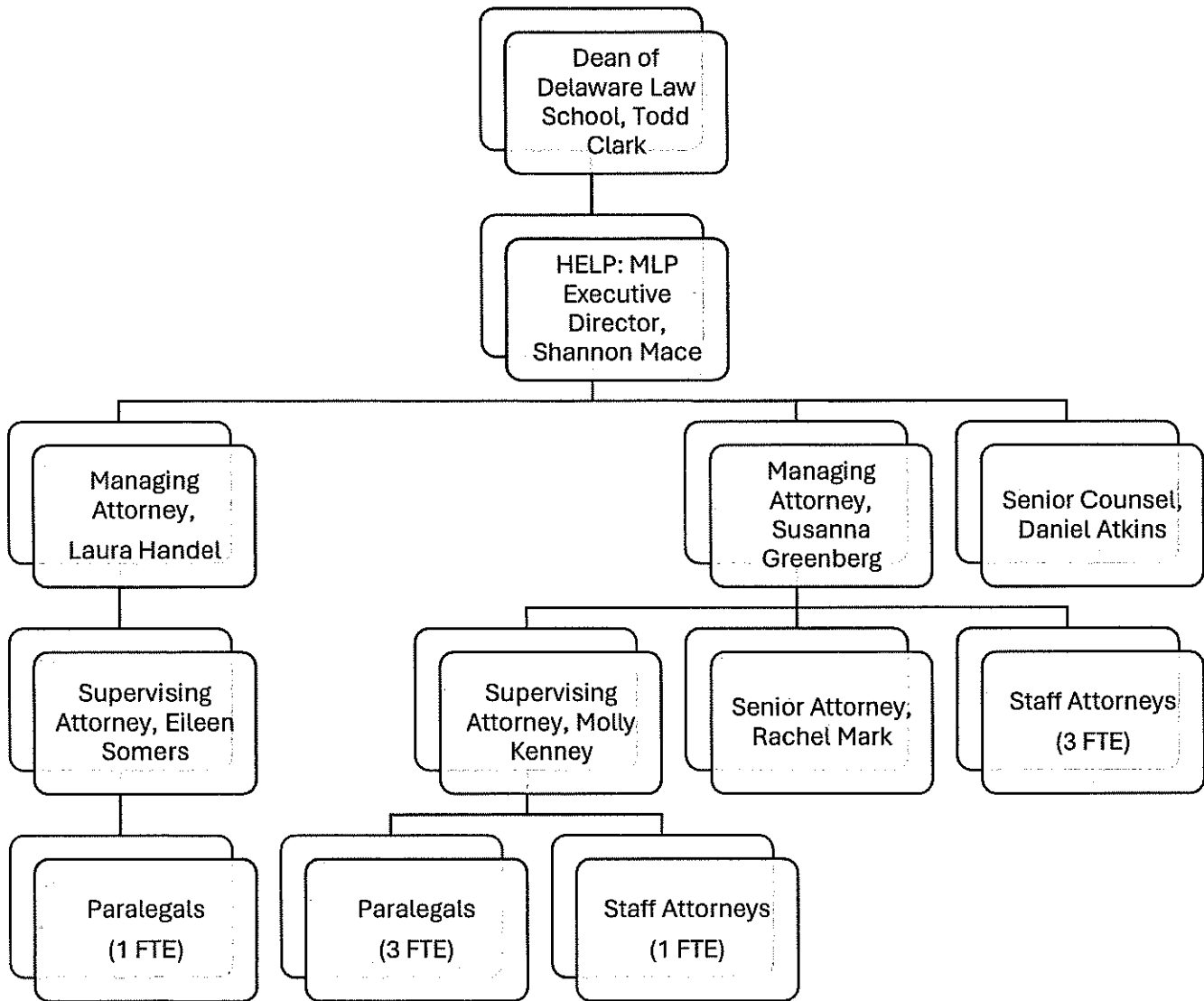
Timothy Speiss  
Partner, Eisner Advisory Group

Min S. Suh, Esq.  
Shareholder  
Buchanan, Ingersoll & Rooney

Richard L. P. Tan  
Founder and President  
Pacific Millennium Group

Douglas M. Wolfberg, Esq.  
Founding Member  
Page, Wolfberg & Wirth, LLC

# HELP: MLP at Delaware Law School Organizational Chart





# PHEFA

## PENNSYLVANIA HOUSING FINANCE AGENCY

211 North Front Street  
P.O. Box 8029  
Harrisburg, PA 17105-8029  
(717) 780-3800

January 16, 2024

County of Delaware  
20 South 69th Street, 4th Floor  
Upper Darby PA 19082

RE: Notice of Conditional Award  
Home4Good Program

Dear Grantee:

Congratulations! The PENNSYLVANIA HOUSING FINANCE AGENCY ("PHEFA" or the "Grantor") is pleased to inform you that COUNTY OF DELAWARE has been approved to receive a conditional award of Home4Good ("H4G" or "Program") funds:

PHEFA has reserved an amount not to exceed **ONE HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$179,000)** ("the Grant") in H4G funds to **COUNTY OF DELAWARE** ("Grantee") to support efforts related to the 2023 program activities (defined in paragraph 4) (the "Project").

This Conditional Award is based on Grantee's Home4Good Continuum of Care Block Grant Application (the "Application") submitted to PHEFA (as amended by this award), which is attached hereto as Exhibit A and incorporated herein by this reference. The Grantee will use the Grant only for eligible costs as outlined in the approved Application.

The Grant will at all times be subject to the availability of H4G funds and to all of the restrictions and Program requirements applicable to H4G, as may be amended and supplemented from time to time. This conditional commitment to provide the Grant is subject to certain conditions, some of which are described below. Reference must be made to the Grant Agreement in which the applicable H4G Program requirements are contained and incorporated herein by reference, and to applicable provisions of state law as described therein. The documents evidencing the Grant will be in the form prescribed by the Grantor as outlined in the Closing Index attached hereto as Exhibit B and incorporated herein by this reference. Please note that the Closing Index may be revised from time to time.

Grantee understands and acknowledges that it may receive certain logistical and/or technical support from financial institution Members of Federal Home Loan Bank Pittsburgh ("Members") in connection with the performance or fulfillment of the activities outlined in the funding proposal. Members shall be under and incur no obligation to provide any funding or other support to the Project.



## 1. GRANTEE

By executing this Notice of Conditional Award ("Conditional Award Notice"), Grantee is certifying that it is fully authorized by its board and by its members (or other governing body) to undertake the Project and is in good standing with the federal government and the Commonwealth of Pennsylvania, and its designated contact as indicated in the Application. Grantee shall, at all times, remain responsible to Grantor for compliance with all terms and conditions contained herein.

In the event that Grantee enters into subcontracts and engages any third party vendors or providers in connection with the performance or fulfillment of the actions or activities identified in Exhibit A, Grantee shall provide a list to the Grantor identifying such contractors and third party vendors or providers ("Vendors"). Grantee shall ensure that such Vendors are qualified and financially capable of fulfilling their contracts, and shall require all such Vendors to abide by all of the applicable requirements set forth in this Conditional Award Notice, the Grant Agreement and any other agreements entered into pursuant to the H4G Program, as well as any applicable state or federal law or regulation.

## 2. DEADLINES

Within fourteen (14) calendar days of the date of this Conditional Award Notice, Grantee must submit the executed Conditional Award Notice to PHFA, as administrator of the Grant. A fully executed Grant Agreement must be submitted to PHFA within sixty (60) days of the date of this Conditional Award Notice.

Grantee certifies that there are no known impediments to completing the Project within the timeline established for the H4G Program (12 months from the date of initial funding). Any funds not disbursed for qualified activities within this Program timeframe may be recaptured.

## 3. THE GRANT: AMOUNT AND CONDITIONS

A. Amount—Subject to the terms and conditions contained herein and in the Grant Agreement, the Grantor agrees to provide Grantee the Grant.

Grantor may adjust the amount of the Grant at its discretion, at any time. Funds shall be allocated to the Grantee identified in this Conditional Award Notice to fulfill the objectives identified in Exhibit A.

B. Disbursement—Funds shall be disbursed to the Grantee only for deposit in a federally insured depository for the purposes of the Project.

C. Grant Recapture—Grantor may seek to recapture all or a portion of the Grant if Grantee is not compliant with the terms and conditions of this Conditional Award Notice or the Grant Agreement (collectively, the "Grant Documents") at any time throughout the Term (as defined in the Grant Agreement).

Repayment of the Grant will be required in the event of noncompliance with the terms and conditions of the Grant Documents at any time throughout the Term (as defined in the Grant Agreement). Failure to abide by any of the terms contained in any of the Grant Documents may affect future awards to Grantee under this or other programs administered by the Grantor.

#### 4. GRANT REQUIREMENTS

A. Purpose – In accordance with the H4G Program, Grantee may only use the Grant for one or more of the following purposes: to provide eviction prevention and homeless diversion support including providing security deposits, rent and/or utility assistance; landlord engagement and outreach to increase the availability of affordable rental units; supportive services to households experiencing homelessness, which includes screening and intake completed through the Coordinated Entry process, as well as employment assistance (skill development, job training, etc.) and recovery support for individuals and families; transitional housing to facilitate the movement of individuals and families to permanent housing; rapid re-housing that provides long-term housing coupled with supportive services; system enhancements and expenses related to the Pennsylvania Homeless Management Information System (PA HMIS) to increase capacity, expand services, and/or improve the ability to serve; or to increase capacity, expand services, and/or improve the ability to serve; or to support efforts to assist homeless residents and to address the needs of Pennsylvania households in immediate danger of becoming homeless or to otherwise meet the resulting challenges and help alleviate burdens faced by communities (the "Project"). It has been determined that Grantee has identified projects or programs which may qualify for the receipt of H4G funds, subject to final approval by Grantor. Should that determination change, the Grantor may recapture funds.

Grantee must utilize and/or distribute H4G funds in a manner that is both diverse and equitable such that implementation of Program funds benefit families and individuals in a manner that is appropriate for the demographic makeup of the geographic area served by Grantee.

In addition, Grantee agrees to practice the principles of equal employment opportunity and non-discrimination in all their business activities. In addition, Grantee agrees to include this clause in each subcontract it enters into for services or goods pursuant to this Agreement.

B. Qualified Region – The Grantee must utilize Grant funds in the Commonwealth.

C. Administrative Fees – Grantee shall not use more than five percent (5%) of the Grant for administrative costs and purposes.

D. Reporting and Recordkeeping – On or before March 31, 2024 and September 30, 2024, and on a semiannual basis thereafter on or before March 31 and September 30, Grantee shall supply a report, which shall include, but is not limited to a description and data regarding key performance measures and an evaluation of Project in accordance with the Semiannual Reporting Form appended hereto as Exhibit C. As further described in the Grant Agreement, Grantee and any Project shall comply with Grantor's reporting and record keeping requirements.

E. Audit – The Grantee is subject to the audit requirements set forth in the Grant Agreement.

#### 5. EXCULPATORY CLAUSE

No member, officer, agent or employee of PHFA or the Federal Home Loan Bank Pittsburgh ("FHLBank Pittsburgh") shall be personally liable for any matter arising out of or connected with this Conditional Award Notice or the H4G Program and neither PHFA nor FHLBank Pittsburgh shall be responsible for excess costs or fees incurred either before or after execution of the Grant Documents by Grantee.

**6. TERMINATION, BREACH OF COMMITMENT**

A. Grantor may rescind the conditional award of Grant funds if:

(i) Grantee fails to comply with the terms, conditions and deadlines identified in this Conditional Award Notice; or

(ii) Grantee fails to provide documentation, lists, reports or any other documentation as may be required by Grantor; or

(iii) Grantee materially misrepresents or fails to disclose to Grantor (or it is discovered that Grantee has misrepresented or failed to disclose) any facts, information or data in connection with H4G activity, which, Grantor, in their sole judgment, determine may adversely affect their interests in the Project;

(iv) Grantor decides to amend, modify, discontinue this Program or the Project for any reason.

B. In the event that Grantor rescinds the conditional award of Grant funds, Grantee does hereby release and discharge PHFA and FHLBank Pittsburgh, their successors and assigns, from any and all claims, liabilities, damages or judgments in law or equity, pertaining to the Program or arising out of participation in the Program against either PHFA or FHLBank Pittsburgh.

**7. CERTAIN LEGAL AND REGULATORY ASSURANCES**

Grantee certifies by accepting this Conditional Award Notice that it neither knows nor has reason to know of any legal, regulatory, or administrative action pending or threatened against it or its principals which in any way affect or threaten to affect its financial condition, good standing under any federal or state program or corporate authority, or its eligibility to participate in this Program. Grantee, its employees, officials and members have no conflicts of interest relating to the Program.

Grantee agrees to notify Grantor of any facts or circumstances which arise hereafter or which have given rise to any legal, regulatory or administrative action which may prevent or impede Grantee from commencing or completing the Project or expending Program funds in a timely and thorough fashion or otherwise participating in the H4G Program.

Grantee certifies that it will ensure compliance with all applicable federal and state laws, including without limitation, fair housing, fair labor standards, nondiscrimination in its hiring, employment and operations.

**8. AMENDMENTS**

This Conditional Award Notice may be amended in writing in the sole discretion of PHFA. The terms and conditions of this Conditional Award Notice shall survive the execution of the Grant Agreement and become an integral part thereof by reference.

**9. SIGNATURES**

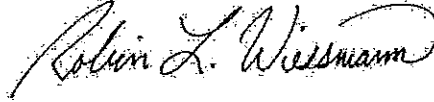
This document may be executed in counterparts and shall have the same effect and validity as if each party executed the same document.

Upon execution of this letter, please submit all required documents via email to Allison Hutchings at [ahutchings@phfa.org](mailto:ahutchings@phfa.org).

2023 Notice of Conditional Award  
January 16, 2024  
Page 5.

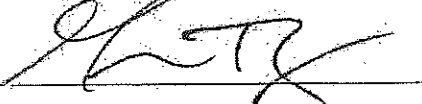
Please also feel free to contact Amy Sechrist at [asechrist@phfa.org](mailto:asechrist@phfa.org) if you have any questions about the H4G Program or the required submission deadlines and Program time frames.

Sincerely,



Robin L. Wiessmann  
Executive Director & CEO

ACKNOWLEDGED AND ACCEPTED:

By:   
Title: County Council Chair  
Date: 2/7/2024

APPROVED FOR FORM AND LEGALITY



By: Jada S. Greenhowe  
Counsel  
Pennsylvania Housing Finance Agency

Enclosures (as applicable):  
Exhibit A - Approved Application  
Exhibit B - Closing Index  
Exhibit C - Semiannual Reporting Form

*(Issued Jan 2024)*

2023 Home4Good: Please complete the below chart to indicate how you propose to allocate the 2023 Home4Good funds and return to FHLBank Pittsburgh and Pennsylvania Housing Finance Agency (PHFA) by July 31, 2023.

Continuum of Care: Upper Darby, Chester, Haverford/Delaware County CoC  
 Name of CoC Representative: Jessica Fink  
 Email of CoC Representative: jfink@delawarecounty.org  
 Phone: 484-683-5007  
 Other Contacts (if Applicable): Dr. Monica Taylor  
 Robert Feldman

Instructions to Complete Chart:  
 1. Your CoC's allocation amount has been prepopulated by FHLBank Pittsburgh and PHFA. Requested projects must match allocation.  
 2. Complete the list below with your CoC's proposed projects. New for 2023, unknown Service Providers and/or unknown Program Activities are not permitted.  
 3. FHLBank will use the Worksheet of Projects to seek FHLBank Member Co-Applicant support for each project.  
 4. 2023 Home4Good funds cannot be used for development hard costs (costs associated with real estate, construction/rehabilitation, etc.). Rent subsidies are permitted.  
 5. Your CoC's 5% Administration Fee has been included in the grid below. You can choose to reduce or eliminate the fee.  
 6. Add more rows to the grid below if necessary. This document does not need to be signed.  
 7. Complete the 2023 CoC Block Grant Application (PDF) and 2023 Worksheet of Projects (Excel) and email both documents to home4good@hfb-phg.com and home4good@phfa.org by July 31, 2023.

Project List						Amount
Service Provider	Project Name	Program Activity (i.e. Rapid Re-Housing, Prevention, etc.)	Geographic Service Area - List Specific City, Town or Counties (Exclude abbreviations and regions (i.e. "Western PA") Allegheny and Westmoreland Counties)	Expected # of Individuals Served	Brief Description of Program Activity (3 sentences) *Descriptions should include specific use.	
EXAMPLE: Main Street Housing, Inc.	Main Street Family Program	Rapid Re-Housing	Allegheny and Westmoreland Counties	25	Project will provide financial support for 10 women with children experiencing homelessness by providing them with stable housing. Families will receive supportive services for a minimum of 12 months.	\$ 5,000.00
Community Action Agency of Delaware County	Rent Assistance	Prevention	Delaware County	36	Funds will be used to assist 12 households with an average of three persons per household with rental arrears or more in costs such as first, last and security.	\$ 21,350.00
Foundation for Delaware County	Housing Choice Voucher Expansion Project	Landlord Engagement	Delaware County	30	Funds will be used to assist 10 households with an average of three persons per household with incentivizing landlords to contract with homeless families outside the traditional voucher hot zones and increase the units participating in an affordable housing program. Landlord would receive part of incentive in two disbursements.	\$ 20,000.00
Health, Education, and Legal Assistance Project: A Medical-Legal Partnership at Widener University Delaware Law School	SOAR (SSI/SSD) Outreach, Access and Recovery) Program	Income Supportive Services	Delaware County	60	Program will assist persons with disabilities who are homeless or at risk of homelessness with increasing critical income support. Successful application for SSI/SSDI increases more stable housing opportunities for the entire household. Twenty households with an average of three persons per household to be served.	\$ 98,700.00
Community Action Agency of Delaware County	SEFTA Passes	Transportation	Delaware County	2500	Funds will be used to provide 2500 - two trip SEFTA passes to allow participants to search for employment, housing and attend medical appointments	\$ 10,000.00
Community Action Agency of Delaware County	Furniture Assistance	Housing Supports	Delaware County	30	Funding will permit 10 Households with an average of three persons, moving into housing from shelter, the ability to obtain beds, dressers, kitchen table/chairs and a couch.	\$ 20,000.00
5% Admin Fee (CoCs may elect to reduce or eliminate fee)						\$ 8,350.00
Total Amount						\$ 179,000.00
Amount Allocated to CoC						\$ 179,000.00
Difference (Should be \$0 once completed)						\$ 0.00

Please Note: FHLBank Pittsburgh and PHFA will have final approval authority of all projects that are submitted and may require changes to the above. In order to receive Home4Good funding, projects must be supported by an FHLBank Pittsburgh member institution. FHLBank Pittsburgh will seek FHLBank Member support of all projects and notify any CoC if further action is required.

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
APPENDIX U  
AUDIT REQUIREMENTS**

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APPENDIX U

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
APPENDIX U  
AUDIT REQUIREMENTS FOR SUBRECIPIENT ORGANIZATIONS**

**U-I OVERVIEW**

**Introduction**

The purpose of Appendix U is to set forth audit guidance for provider organizations receiving financial assistance from the Delaware County Department of Human Services (County) either directly or as a subrecipient of a pass-through award. This audit guidance is applicable to the following Delaware County Human Services programs:

- Mental Health
- Intellectual and Developmental Disabilities
- Early Intervention
- Drug and Alcohol
- Adult and Family Services
- Child Welfare

Depending on the type and amount of funding received, an audit of the financial assistance provided in connection with the County contract may be required. Awards received from the County may include federal, state, or county financial assistance. In addition to Federal audit requirements, the Commonwealth of Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP) have unique audit requirements which need to be considered in the determination of audit compliance.

**Any pass-through of federal awards is required to be reported by subrecipients on the same basis as is required for federal financial assistance received directly from a federal awarding agency.**

The County is responsible for ensuring that the financial statements of its subrecipients are appropriately audited in accordance with *Government Auditing Standards* (the Yellow Book), applicable program requirements and contract provisions, and, when appropriate, the Single Audit Act Amendments of 1996, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) of the Office of Management and Budget (OMB), the Pennsylvania Department of Human Services Single Audit Supplement, and the Pennsylvania Department of Drug and Alcohol audit guidelines.

**APPENDIX U**

Standard Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

## Obtaining an Engagement Letter

For all audits performed in accordance with the provisions of Appendix U, the subrecipient organization must have executed a written engagement letter with its independent auditor establishing an understanding about the services to be performed. The engagement letter should specify the responsibilities of both the subrecipient organization and the auditor and the objectives and scope of the engagement.

## Interpretation of Appendix U

Any questions pertaining to Appendix U should be referred to:

Human Services Accountant  
Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082  
Phone No.: 610-713-2115  
Fax No.: 610-713-2326

## Auditor Independence

Subrecipient organizations shall ensure that the audit organization and the auditors performing the audit work are independent of mind as well as in appearance. It is crucial that the audit organization and the audit team act with integrity and exercise objectivity and professional skepticism.

## Audit Objectives

The audit must be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAGAS or Yellow Book), issued by the Comptroller General of the United States. A Yellow Book audit can be required by law, regulation, agreement, contract, or policy. The most common Yellow Book audits are those required as part of a Single Audit performed under Subpart F of the Uniform Guidance, which supersedes OMB Circular A-133 audit requirements. A Single Audit is required if the organization expends more than a specified amount of federal awards. Another common way an organization may be subject to the Yellow Book requirements is because of provisions included in grant agreements or contracts regardless of the amount of federal awards expended. The Yellow Book incorporates GAAS. Thus, performing a financial audit requires auditing the financial statements in accordance with GAAS, as well as following the additional general, field work, and reporting standards contained in *Government Auditing Standards*. This includes testing and reporting on compliance with laws, regulations, and provisions of contracts or grant agreements for which noncompliance would be

### APPENDIX U

Standard\_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21



material to the financial statements. An audit of financial statements in accordance with the Yellow Book may include additional reporting and documentation responsibilities.

The subrecipient organization may satisfy the audit requirements of this contract by obtaining a Single Audit in accordance with the provisions of Subpart F of the Uniform Guidance. Either a Program Specific Audit or an organization-wide Single Audit, performed in accordance with applicable federal, state and county requirements, may be acceptable. In some instances, the auditee may elect to have a series of audits covering departments, agencies, or other organizational units that expended or otherwise administered federal awards, providing that each such audit encompasses the necessary financial reporting requirements for each such department, agency, or other organizational unit.

*The subrecipient organization's audited financial report is utilized by the County to meet its responsibilities in overseeing its programs and assuring the integrity of funds expended. Upon completion of the audit, the supporting audit workpapers shall be made available, upon request, in connection with a quality review, to resolve any audit findings or to carry out oversight responsibilities.*

### **Audit Reporting Package Submission**

The County requests that one copy of the audit reporting package conforming to this Appendix U be delivered to the County at the following address:

Human Services Accountant  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, Pennsylvania 19082

The audit reporting package submission date is 30 days after completion of the audit, but in any event, not later than 9 months after the end of the audit period. However, earlier submission to the County is encouraged.

### **Extension of Submission Date for Audit Reporting Package**

If it is determined that the audit reporting package cannot be submitted to the County before the due date, a written request for extension must be made by submission of Exhibit C to the County. The request must be received by the County at least 2 weeks prior to the due date.

The County may impose sanctions whenever the audit package is not timely submitted and an extension request has not been granted.

#### **APPENDIX U**

Standard Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

## **Allocations of Indirect Costs**

Indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective or not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved. Indirect costs can be allocated on an individual line-item basis or collected in an expense pool and allocated in total, utilizing an appropriate base on which to allocate the indirect expenses. In order to achieve equitable cost allocation, a plan must be established to define which costs are to be charged directly and which costs are to be treated as common or indirect costs.

If indirect costs are allocated, then the auditor has responsibility concerning the reasonableness of the allocation. The main purpose in allocating indirect costs is to ensure that each program bears its fair share of costs compared to other programs. Indirect costs are charged by way of a cost allocation plan. The cost allocation plan should ensure that:

- Costs are consistent and logical;
- The allocation includes only costs incurred for a common or joint purpose that benefit more than one program and are not readily assignable to one program;
- Each program bears its fair share of costs compared to other programs;
- Indirect costs are not charged as both direct and indirect costs; and
- The same indirect costs are not being charged to different programs.

## **Retained Revenue**

Delaware County Human Services programs may approve retained revenue allowances by subrecipients by specifically including special retained revenue provisions in the contract. In no case will retained revenue allowances exceed 3% of the total gross revenues applicable to any contract funding representing pass-through funding from Pennsylvania Department of Human Services.

## **Fraud and Illegal Acts**

If fraud or illegal acts are discovered, the auditor should notify the primary executive officer of the subrecipient organization. The subrecipient organization should then promptly notify the County. If the subrecipient's primary executive officer is in any way involved with the acts, the auditor should then notify the County directly. The County will, in turn, take the matter to the funding agency. There is no level of materiality to be considered when reporting fraud or illegal acts.

### **APPENDIX U**

Standard Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

## **Additional Audit Provisions**

Subrecipient organizations can be required to have audits by contract or other means, even when the audit would not be required by law.

The County, federal, and state agencies, or their authorized representatives, reserve the right to perform additional audits of a financial and/or performance nature, if deemed necessary in carrying out their program administration and monitoring responsibilities. Any such additional work may rely on the work already performed by the Subrecipient's auditor, and the costs for any additional work performed will be borne by those agencies at no additional expense to the Subrecipient. A federal awarding agency may request that a specific federal program be audited as a major program in lieu of the federal awarding agency conducting or arranging for additional audits.

If it is decided by the County that an audit of this contract will be performed, the Subrecipient will be given advance notice. The Subrecipient shall maintain books, records, and documents that support the services provided, that the fees retained are in accordance with the contract, and that the Subrecipient has complied with the contract terms and conditions. The Subrecipient agrees to make available, upon reasonable notice, at the office of the Subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Appendix U, all books, records, and documents for inspection, audit, or reproduction by the County or a state or federal agency or their authorized representative.

Audit working papers and audit reports must be retained by the Subrecipient's auditor for a minimum of three years from the date of issuance of the audit report, unless the Subrecipient or the Subrecipient's auditor is notified in writing by the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the County, to extend the retention period. The term "cognizant agency" means any Federal or State agency that has the primary audit or oversight responsibility for a particular contractor or grantee. Audit working papers must be made available, upon request, to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect costs, a federal agency, General Accounting Office, the County or its designee at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities. Access to audit documentation includes the right to obtain copies of audit documentation, as is reasonable and necessary.

The Subrecipient shall preserve all books, records, and documents related to the program year for at least three years from the contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the grantor or pass-through agency, or as required by applicable federal laws and regulations, whichever is longer. If the program contract is completely or partially terminated,

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the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

### **Special Purpose Reports**

The County may require the subrecipient organization or its auditor to issue other reports in addition to those reports addressed in Appendix U. Special Purpose Reports will generally be referenced in the contract.

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## **U-II GENERAL AUDIT REQUIREMENTS**

### **A. Federally Mandated Audit Requirements**

#### **Subpart F**

The subrecipient organization must comply with all federal, state, and county audit requirements including the *Single Audit Act*, as amended, Subpart F of the Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, state audit supplements and audit requirements, other applicable laws or regulations, and any amendments to such other applicable laws or regulations which may be enacted or promulgated by federal, state, or local government.

#### **Local Governments or Non-Profit Organizations**

If the subrecipient organization expends total federal awards of \$750,000 or more (from all funding sources) during its fiscal year, either directly from the federal government or indirectly from a recipient of federal funds, the subrecipient organization is required to have a Single Audit or Program Specific Audit performed in accordance with the provisions of Subpart F of the Uniform Guidance.

If the subrecipient organization expends total federal awards of less than \$750,000 (from all funding sources) during its fiscal year, it is exempt from these audit requirements. However, it is required to maintain auditable records of federal, state, and local funds that supplement such awards, and to provide access to such records by federal, state, and local agencies or their designees for a period of at least 5 years after the report release date or for any additional period requested. An organization expending less than \$750,000 in federal funds may nevertheless be subject to audit requirements specific to the programs from which they receive funds.

#### **For-Profit Organizations**

The Uniform Guidance applies primarily to state and local governments, Indian tribes, institutions of higher education and nonprofit organizations that carry out a federal award as a recipient or subrecipient. However, a subrecipient organization is not exempt from reporting requirements on the basis that it is a for-profit entity. Where funding has been passed through to a for-profit subrecipient, the primary recipient or subrecipient must ensure compliance with applicable laws and regulations. This can be accomplished through pre-award audits, monitoring and post-award audits. Specific audit requirements may also be included in the contract with the for-profit recipient. In some cases, program-specific audits may be required.

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## **B. Federal Expenditures Notification**

Subrecipient organizations receiving funding from the Delaware County Department of Human Services are required to provide the County with notification regarding federal expenditures. The purpose of this notification is to determine which of the County's subrecipient organizations has met the Uniform Guidance Single Audit threshold. The notification is to be completed and forwarded to the Delaware County Department of Human Services within 45 days after the subrecipient's fiscal year end. The schedule format appears as Exhibit B on page 17 of this Appendix U. Subrecipient organizations not meeting the Single Audit threshold are required to provide the County with certain information described on page 2 of Exhibit B.

## **C. Types of Federal Audits**

### **1. Single Audits Performed Under the Uniform Guidance**

**General:** The Single Audit shall be conducted in accordance with GAGAS/Yellow Book. The audit shall cover the entire operations of the auditee or at the option of the auditee, a series of audits that cover departments, agencies, and other organizational units which expended, or otherwise administered, federal awards during the fiscal year. Each such audit shall encompass the financial statements and Schedule of Expenditures of Federal Awards. The audited financial statements and the Schedule of Expenditures of Federal Awards shall be presented for the same fiscal year.

**Financial Statements:** The auditor shall determine whether the financial statements of the auditee are presented fairly in all material respects in conformity with U.S. generally accepted accounting principles. The auditor shall also determine whether the Schedule of Expenditures of Federal Awards is presented fairly in all material respects in relation to the auditee's financial statements taken as a whole.

**Other Reports:** The auditor shall issue a Yellow Book report on internal control over financial reporting and on compliance and other matters and a Single Audit report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance.

**Audit Follow-up:** The auditor shall follow-up on prior audit findings, perform procedures to assess the reasonableness of the Summary Schedule of Prior Audit Findings prepared by the auditee, and report, as a current year audit finding, if it is concluded that the Summary Schedule of Prior Audit Findings materially misrepresents the status of any prior year finding. The auditor shall perform audit follow-up procedures, regardless of whether a prior audit finding relates to a major program, in the current year.

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## Single Audit Reporting Package Requirements Checklist:

- Financial statements that reflect financial position, results of operations, or changes in net assets and, when appropriate, cash flows for the fiscal year.
- Schedule of Expenditures of federal, state & local awards for the period covered by the financial statements.
- Summary schedule of prior audit findings
- The auditor's opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.
- A report on internal control over financial reporting and compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs.
- A report on compliance for each major program and on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or modified opinion as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs.
- A schedule of findings and questioned costs which must include the following three components:
  - (1) A summary of the auditor's results, which must include:
    - (i) The type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
    - (ii) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control were disclosed by the audit of the financial statements;
    - (iii) A statement as to whether the audit disclosed any noncompliance that is material to the financial statements of the auditee;

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- (iv) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control over major programs were disclosed by the audit;
  - (v) The type of report the auditor issued on compliance for major programs (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
  - (vi) A statement as to whether the audit disclosed any audit findings that the auditor is required to report;
  - (vii) An identification of each individual major program, or in the case of a cluster of programs, the cluster name as shown on the Schedule of Expenditures of Federal Awards;
  - (viii) The dollar threshold used to distinguish between Type A and Type B programs; and
  - (ix) A statement as to whether the auditee qualified as a low-risk auditee under the criteria for a low-risk auditee.
- (2) Findings relating to the financial statements which are required to be reported in accordance with GAGAS.
- (3) Findings and questioned costs for Federal awards.
- (i) Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) that relate to the same issue should be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.
  - (ii) Audit findings that relate to both the financial statements and Federal awards should be reported in both sections of the schedule.
- Corrective action plan on all current year findings and a summary schedule of prior audit findings. When audit findings were not corrected or only partially corrected, the summary schedule must describe the reasons for the finding's recurrence and planned corrective action.
  - Data Collection Form stating whether the audit was completed in accordance with the standards for the audit of non-federal entities expending federal awards. The Data Collection Form also provides information about the auditee, its federal programs, and the results of the audit.
  - Management Letter issued by the auditor.
  - Delaware County Supplemental Schedule and related report (Appendix U -Exhibit A).

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## 2. Program Specific Audits Performed Under the Uniform Guidance

A subrecipient that expends \$750,000 in federal awards in any year may elect to have a Program Specific Audit, an audit of one federal program, rather than a Single Audit, if the subrecipient expends its federal awards under only one program (CFDA No.), excluding research and development, and that federal program's laws, regulations, or grant requirements do not require a financial statement audit of the entity.

Some federal assistance programs make available a Program Specific Audit Guide. If such a guide exists, it must be followed. A Program Specific Audit Guide provides specific guidance with respect to internal control, compliance requirements, suggested audit procedures, and audit reporting requirements. A listing of current program-specific audit guides can be found in the compliance supplement, including federal awarding agency contact information and a web site where a copy of the guide can be obtained. The auditor shall follow GAGAS/Yellow Book and the audit guide when performing a Program Specific Audit.

In those instances where a Federal Program Specific Audit Guide is available, the audit reporting package for a Program Specific Audit may be different and should be prepared in accordance with the audit guide. If a guide does not exist, the same basic responsibilities exist for the federal program as they would for an audit of a major program in a Single Audit.

The auditor must perform an audit of the financial statement(s) for the federal program in accordance with GAGAS/Yellow Book, must obtain an understanding of the subrecipient's internal control, and must perform tests of internal control as would be required for a major program. Also, the auditor must determine whether the auditee has complied with laws, regulations, and the provision of the grant agreements that could have a direct and material effect on the program as would be required for a major program, follow-up on prior year findings, and report any current year findings.

Program Specific Audit Reporting Package Checklist (when an audit guide is not available):

### The Auditee Responsibilities

- Financial statements for the federal program that include, at a minimum, a schedule of federal expenditures of federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule.
- Summary schedule of prior audit findings.
- Audit findings follow-up.

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- Corrective action plan.
- The Auditor Responsibilities

- Perform an audit in accordance with GAGAS.
- Obtain an understanding of internal controls and perform tests of internal controls over the federal program.
- Perform procedures to determine that the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on the federal program.
- Follow up on prior audit findings and perform procedures to assess the reasonableness of the summary schedule of prior audit findings.
- Report on audit findings.
- Issue the following reports:
  - (i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is/are presented fairly in all material respects in accordance with the stated accounting policies;
  - (ii) A report on internal control related to the Federal program, which must describe the scope of testing of internal control and the results of the tests;
  - (iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on the Federal program; and
  - (iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program.

In certain instances, a Yellow Book report on compliance and on internal control over financial reporting with appropriate report modifications for a program-specific audit may be required.

#### APPENDIX U

## U-III THE COUNTY'S FUNDING SOURCES

The Delaware County Department of Human Services funds its human services programs primarily by the pass-through of funding received from the Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP). Auditors of subrecipient organizations should become familiar with the DHS Single Audit Supplement, Pennsylvania Code Title 55, the Bureau of Drug and Alcohol Fiscal Manual and the Pennsylvania Department of Health Audit Requirements.

### A. Pennsylvania Department of Human Services (DHS) Audit Guidelines

***DHS requires the County to be responsible for ensuring that its subrecipients/ subcontractors are audited in accordance with the Yellow Book and, when appropriate, with the Single Audit Act and the Uniform Guidance. The County manages its subrecipient organization audits by contract.***

A Single Audit or program-specific audit in accordance with the Uniform Guidance is acceptable from any entity required to have one. However, the County may require an audit in accordance with Generally Accepted Government Auditing Standards even when expenditures do not exceed the Single Audit threshold.

DHS issues an Administrative Bulletin annually for the purpose of updating and releasing its Single Audit Supplement. Independent auditors of programs funded via DHS either directly or as pass-through funds are responsible for reviewing and implementing the procedures contained in the Single Audit Supplement. Accordingly, the County herewith passes down all applicable sections of the DHS Single Audit Supplement to its subrecipients who receive DHS funds passed through the County. DHS includes the Single Audit Supplement on the DHS website:

<http://www.dhs.state.pa.us/publications/index.htm>

The Single Audit Supplement contains Common Requirements representing compliance requirements applicable to all programs funded through DHS. It also provides compliance requirements specific to DHS funded programs. It specifies certain suggested audit procedures that are applicable to subrecipients of service. The Single Audit Supplement is not intended to supersede federal or Commonwealth of Pennsylvania policy, nor is it intended to serve as an all-inclusive audit manual or to supplant the auditor's judgment concerning the audit work required. The DHS Audit Supplement also follows the Uniform Guidance regarding the determination of major programs. Activities are governed by PA Code Regulations: Title 55.

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The Bureau of Financial Operations plans, organizes, directs, and controls financial support within the Pennsylvania Department of Human Services. These activities include the resolution of audits, providing technical support on county and subrecipient human services programs and conducting performance audits and reviews of DHS-funded programs. BFO's Audit Resolution Section manages and reviews DHS's subrecipient audits from counties and non-profit agencies and these audits can become the basis for any audit adjustments to the contracts and grants.

## **B. Pennsylvania Department of Drug and Alcohol Audit Guidelines**

The Pennsylvania Department of Drug and Alcohol was formerly administered under the Department of Health. In 2012, it became a department in its own right.

The audit requirements for DDAP funded contracts are incorporated by reference to its funding requirements. DDAP's audit requirements were last revised in July 2015. The Department has also published a Fiscal Manual, which covers the period July 2015 through June 2020.

DDAP subscribes to the federally mandated audit requirements for contracts that are federally funded. Accordingly, if total federal awards of \$750,000 or more received either directly from the federal government or indirectly from a recipient of federal funds are expended during the organization's fiscal year, an audit in accordance with the provisions of the Uniform Guidance is required. This requirement is stipulated regardless of the amount of state funds expended.

DDAP mandates performance of a financial audit made in accordance with the provisions of GAGAS for any contract if less than \$750,000 of federal funds but more than \$500,000 of state funds are expended during the state fiscal year (July 1 - June 30).

Unless stated otherwise in the contract, DDAP does not require an audit if:

- The organization expends less than \$500,000 of state funds under the contract during the state fiscal year and expends less than \$750,000 in federal awards received from all sources during its fiscal year; or
- All contract funds are received on a strictly fee-for-service basis.

Even if the recipient organization is not required to have an audit performed, it is required to maintain auditable records of federal, state, and county awards and expenditures and to provide access to its records by federal, state, and county agencies or their designees.

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**SUPPLEMENTARY FINANCIAL SCHEDULES  
AND AGREED-UPON PROCEDURES REPORT**

Whenever Delaware County Human Services awards are passed down to subrecipient organizations, the recipient organizations are required to submit supplementary financial schedules to the County. The supplemental financial schedules should be considered an integral part of the subrecipient's audit package. The supplemental financial schedule required under Appendix U Exhibit A identifies all revenue support received by the subrecipient organization from Delaware County Human Services and reconciles that information to the total of all revenue reported by the subrecipient organization in its audited financial statements for that period. This schedule is to be accompanied by an auditor's report on additional information accompanying the basic financial statements.

An illustrative presentation of the format of the supplementary financial schedule report on additional information is presented below.

**A. Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A)**

EXAMPLE – Report on Reconciliation of Support Received

**INDEPENDENT AUDITOR'S REPORT  
ON ADDITIONAL INFORMATION**

To \_\_\_\_\_

We have audited the financial statements of \_\_\_\_\_ as of and for the year ended June 30, \_\_\_\_, and have issued our report thereon dated \_\_\_\_\_, which contained (an unqualified opinion) on those financial statements. Our report was performed for the purpose of forming an opinion on the financial statements as a whole. The Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A) is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Auditor's Signature

Date of report on the basic financial statements.

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(NAME OF SUBRECIPIENT ORGANIZATION)  
RECONCILIATION OF SUPPORT RECEIVED FROM  
DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
YEAR ENDED JUNE 30, \_\_\_\_\_

Revenue recognized as support received from Delaware County  
(indicate by Delaware County Program):

	<u>Federal</u>	<u>State and Local</u>	<u>Other</u>	<u>Total</u>
Mental Health	_____	_____	_____	_____
Intellectual and Developmental Disabilities	_____	_____	_____	_____
Early Intervention	_____	_____	_____	_____
Drug and Alcohol	_____	_____	_____	_____
Adult and Family Services	_____	_____	_____	_____
Children & Youth Services	_____	_____	_____	_____
Juvenile Probation	_____	_____	_____	_____
 Total	_____	_____	_____	_____
 Other revenue recognized	_____	_____	_____	_____
 Total revenue recognized	_____	_____	_____	_____

Note: Total revenue should be reconcilable to the audited financial statements of the subrecipient organization.

NOTIFICATION OF SINGLE AUDIT STATUS

This is to certify that \_\_\_\_\_ (subrecipient organization) is subject to compliance with the item marked below for the Fiscal Year Ending \_\_\_\_\_ (Last Day of Entity Fiscal Year):

- The Organization Expended \$750,000 or more in federal financial assistance during the fiscal year ended \_\_\_\_\_. We understand that a copy of our Single Audit Report must be submitted to Delaware County Department of Human Services within the earlier of 30 days after completion of the audit, or nine months after the end of the fiscal year.
- The Organization expended \$750,000 or more in federal financial assistance on **a single federal program**, therefore we have elected to have a program-specific audit of the contract in lieu of a single audit. We understand that a copy of our program-specific audit must be submitted to Delaware County Department of Human Services within the earlier of 30 days after completion of the program audit, or nine months after the end of the audit period.
- The Organization expended total federal financial assistance of less than \$750,000 during the fiscal year ended \_\_\_\_\_, therefore it is exempt with respect to filing a Single Audit Report for that year. We understand however, that we may be asked to provide access to the records we are required to maintain concerning such federal assistance. (Submit page 2 within nine months after the end of the fiscal year.)
- The Organization is a for-profit organization and is therefore not subject to the requirements of the Uniform Guidance. (Submit page 2 within nine months after the end of the fiscal year.)

We understand that a copy of the applicable report must be submitted by the required deadline to:

Human Services Accountant  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082

We further understand that our failure to submit any applicable report(s) by the required deadline may result in the suspension of payments or prevent the award of future grants.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official

APPENDIX U

**AUDIT STATUS NOTIFICATION LETTER**  
(Required for Subrecipient Organizations claiming exemption from audit submission requirements)

Please complete the following information, sign after the statement below, and fax it to 610-713-2326. The form is due to the Delaware County Department of Human Services within nine months after the end of the subrecipient organization's fiscal year.

Subrecipient Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Fiscal Year Ended (month/date/year): \_\_\_\_\_

Agency Contact Person (Name, Title, Phone #): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the Subrecipient Organization identified above expended less than \$750,000 in federal awards from all funding sources for the fiscal year ended \_\_\_\_\_ or is a for-profit organization. I also certify that (**CHECK ONE**):

- The Subrecipient organization's financial statement audit did not include any disclosures related to current or prior years that could negatively impact Delaware County-funded programs (including, but not limited to, fraud, going concern uncertainties, financial statement misstatements and violations of contract and grant provisions), or
- A financial statement audit has not been conducted for the above-mentioned fiscal year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title  
(Financial Director or Designee)

\_\_\_\_\_  
Date



DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
SUBRECIPIENT REQUEST FOR EXTENSION  
RELATED TO SUBMISSION OF AUDITED FINANCIAL STATEMENTS

Subrecipient  
Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fiscal Year Ended: \_\_\_\_\_

Name of Subrecipient Organization Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Subrecipient requests an extension of the due date for report submission  
until \_\_\_\_\_.

Explanation and Justification:

\_\_\_\_\_  
Signature and Title Date

Submit this request by mail, or fax to:

Mail: Delaware County Department of Human Services  
Attention: Human Services Accountant  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082

Fax: Attention: Human Services Accountant  
610-713-2326

FOR USE BY DELAWARE COUNTY

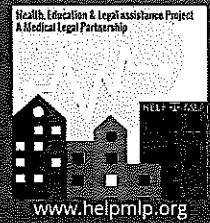
\_\_\_\_ Request Approved  
\_\_\_\_ Request Not Approved

By: \_\_\_\_\_  
Delaware County Department of Human Services Date

Shannon Mace Esq., MPH  
4601 Market Street  
1st Floor  
Philadelphia, PA 19139  
(p)570-490-1826  
smace@helpmlp.org



HELP WITH LAW SINCE 2009



**Home for Good Proposal  
July 8, 2023**

The Health, Education, and Legal Assistance Project: A Medical-Legal Partnership at Widener University Delaware Law School (HELP: MLP) proposes to establish a SOAR (SSI/SSDI Outreach, Access, and Recovery) Program to assist people with disabilities who are at risk of homelessness with accessing critical income support. HELP: MLP will recruit and hire a community-based paralegal to conduct community outreach, cultivate partnerships, and complete clients' applications for benefits. During the one-year grant period, HELP: MLP will process 20 applications for benefits.

Funding requested: \$98,700.



## Semi-Annual and Close-Out Reporting Instructions

In an effort to document the impact and success of the Home4Good Program ("H4G") across the Commonwealth, PHFA and FHLBank Pittsburgh are requesting that each H4G award recipient (the "Grantee") submit the following information to PHFA.

### A. SEMI-ANNUAL REPORT REQUIREMENT:

On or before the **30th day of each March and September** until all H4G funds awarded to Grantee are expended, each Grantee must submit reports on the activities and accomplishments of each H4G funded project, program or activity (the "project"). Grantees that have more than one project must submit a separate report for each project.

Semi-annual reporting consists of two parts: **Both parts are mandatory for each reporting period.**

1.) A mandatory reporting form is attached. This form captures numeric data regarding the project in each semi-annual period. Please note that the information to be reported is just for the previous six-month period. **Do not send aggregate data on this form!** The form requests reporting information on certain demographic groups. If this data is not captured, please do not include anything in that field on the form.

2.) The second part of the report is a brief narrative overview of accomplishments or challenges experienced for the period covered. This information is critical in allowing PHFA and FHLBank Pittsburgh capture overall performance and outcomes of H4G.

**Use this narrative to describe how the project has achieved the key performance metrics identified in Grantee's response to the RFP.** Please also provide insights and offer examples or stories illustrating how well the funding is allowing the project to serve the targeted population and deliver services, as well as the specific challenges the project may have encountered in H4G delivery of services. As part of the narrative, please provide any quantitative data obtained regarding the sample metrics below as feasible:

- Reduction in the number of individuals experiencing homelessness, including among Veterans, those experiencing chronic homelessness, families, unaccompanied or parenting youth, individuals, and those unsheltered;
- Reduction in the length of time individuals remain homeless;
- Reduction in the extent to which individuals, who exit homelessness to permanent housing destinations, return to homelessness;
- Increase in access to jobs and income among individuals experiencing homelessness;
- Reduction in the number of individuals who become homeless for the first time;
- Increase in successful housing placement; and
- Increase in homelessness prevention.

**All reports must be signed and dated. Please send reports to the attention of Clay Lambert, PHFA, 211 North Front Street, Harrisburg, PA 17101 or electronically to [clambert@phfa.org](mailto:clambert@phfa.org).**

## **B. CLOSE-OUT REPORT REQUIREMENT:**

For Grantees reaching the completion of their activity (all H4G funds expended), a "close-out" report must be provided **within 30 days of the final expenditure**. The report must include aggregate detail in the close-out form. Please also include a final narrative outlining the same performance metrics identified in the semi-annual reports, but on an aggregate basis to allow us to gauge how well the project did with achieving goals set out. Please include accomplishments and challenges as well as any lessons learned during the H4G period. This report must also be signed and dated and sent to the attention of Clay Lambert, PHFA, 211 North Front Street, Harrisburg, PA 17101 or electronically to [clambert@phfa.org](mailto:clambert@phfa.org).

**Please direct any questions regarding the reporting requirements to Clay Lambert at 717.780.3924 or [clambert@phfa.org](mailto:clambert@phfa.org).**

**Home for Good (H4G) 2024 - Funding Summary**  
**SOAR**

1. Agency Name and Address:

Health, Education and Legal Assistance Project: A Medical Legal Partnership at Widener University Delaware Law School  
(HELP: MLP)  
1 University Place  
Chester, PA 19013

2. Agency Contact Person | Name, Title, E-mail and Telephone number:

Shannon Mace, Executive Director  
[smace@helpmlp.org](mailto:smace@helpmlp.org)  
570-490-1826

3. Funding Amount Requested:

**\$ 98,700**

4. Brief 100 – 150 word description of proposal (how will the funds be used)?

The Health, Education, and Legal Assistance Project: A Medical-Legal Partnership at Widener University Delaware Law School (HELP: MLP) proposes to establish a SOAR (SSI/SSDI Outreach, Access, and Recovery) Program to assist people with disabilities who are at risk of homelessness with accessing critical income support. HELP: MLP will recruit and hire a community-based paralegal to conduct community outreach, cultivate partnerships, and complete clients' applications for benefits. During the one-year grant period, HELP: MLP will process 20 applications for benefits.

5. Is the agency willing to comply with the following H4G funding requirements?

- Will the agency commit to utilizing and distributing funds in a diverse and equitable manner so as to benefit unsheltered families and individuals in a manner which is appropriate for the demographic of the area served?  
Yes
- Please confirm that if funding is approved, your agency accepts responsibility for providing Semi-Annual Progress reports due to the County by March 25, 2024 and September 23, 2023. The County will in turn forward these reports to H4G funders.  
Yes

6. I, the undersigned certify that all the information included within this request is true and accurate.

Signature Shannon Mace Date July 14, 2023

Printed Name & Title: Shannon Mace, Executive Director

H4GSummary - SOAR.docx

**DELAWARE COUNTY HUMAN SERVICES  
BUDGET INFORMATION FOR CONTRACT Z PAGE - COUNTY PROGRAM OFFICE**

Agency: Widener University Total Contract: \$ 98,700

Contract #

AFS 26/25

Fiscal Year Ending:

June 30 2025

County Program Office:

Adult Services

Agency Programs:

	N/A Contract	Total Cost:	
Coordination of Care	-	98,700	
	-		
	-		
	-		
	-		
	-		

## INVOICING SUBMISSION REQUIREMENTS

Per your preference, invoices may be sent via mail **OR** email as follows:

Invoices submitted via mail to:

Accounts Payable Department  
Department of Human Services Administration  
20 South 69<sup>th</sup> Street, 4<sup>TH</sup> Floor  
Upper Darby, PA 19082

Invoices submitted electronically to:

Delcohsa\_ap@delcohsa.org

***\*NOTE: TO AVOID DUPLICATION DO NOT SEND THE INVOICE IN BOTH FORMATS AND DO NOT COPY OTHER INDIVIDUALS***

### **Basic Invoice Requirements**

- All invoices must be signed, dated and include a unique invoice number as well as the County Program Office and Program Name
- All invoices must include a coversheet if client specific data is included (See sample attached of both Fee for Service & Cost Reimbursement invoice coversheets)
- All invoices must include detail to support amount due – as per directed / mandated by your Assigned Program / Fiscal County Staff

### **Additional Electronic Submission Requirements**

- Submit invoices separately, one email for each invoice
- Invoice must be in PDF format only; any other format will be rejected by Accounts Payable
- Email subject line must include your Agency's name, County Program / Program name for which the invoice is being submitted, Invoice #, Invoice Date and Invoice amount

## APPENDIX AA

**((Provider letterhead, address, etc))**

**To: Accounts Payable  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082**

DHS PROGRAM OFFICE: \_\_\_\_\_

PROGRAM NAME: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

INVOICE # \_\_\_\_\_

SERVICE MONTH: \_\_\_\_\_

INVOICE AMOUNT: \$ \_\_\_\_\_

((Signature))  
((Title))

**APPENDIX AA**



**Provider Name / Location**  
**Delaware County DHS Program Office**

**Program Name**  
**Service Month**

**Unique Invoice Reference #**

<b>Service / Level of Care</b>	<b>Total Units</b>	<b>Rate</b>	<b>Total Service / Program Expenses</b>
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
<b>Total Invoice</b>		\$	-

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES HIPAA BUSINESS ASSOCIATE AGREEMENT**

**WHEREAS**, the Delaware County Department of Human Services (Covered Entity) and Provider (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa.C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, 42 C.F.R. §§ 431.301-431,302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with the Agreement and the standards established by applicable laws and agency guidance.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this BAA and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

**NOW, THEREFORE**, Covered Entity and Business Associate agree as follows:

### **1. Definitions.**

- A. "Agreement" shall mean all agreements between the parties pursuant to which Business Associate provides services to the Covered Entity under which it receives PHI from Covered Entity.
- B. "BAA" shall mean this Business Associate Agreement.
- C. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- D. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- E. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA, the HITECH Act and applicable regulations and agency guidance, limited that which relates to or arises from the Agreement..
- G. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.

### **APPENDIX CC**

- H. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH regulations and agency guidance or as otherwise defined in the HITECH Act.
- I. The following terms used in this BAA shall have the meaning given to such terms under HIPAA, the HITECH Act and applicable regulations and agency guidance: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement.

**NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.**

3. **BUSINESS ASSOCIATE OBLIGATIONS:**

- A. **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law and agency guidance.
- B. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable Minimum Necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance. Such safeguards shall include, without limitation, a reasonable security risk assessment and mitigation process, pursuant to which it prepares written reports. Business Associate shall provide to Covered Entity a copy of Business Associate's current risk assessment and mitigation report or reports upon request.
- C. **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to HIPAA Compliance Officer at 20 S. 69<sup>th</sup> Street, Upper Darby, PA 19082, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- D. **Reports Of Security Incidents.** In addition to following the breach notification requirements in section 13402 of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to HIPAA Compliance Officer at 20 S. 69<sup>th</sup> Street, Upper Darby, PA 19082, within two (2) days of discovery any Security Incident of which it becomes aware.
- E. **Breach Notification and Indemnification.** Upon the occurrence of any incident requiring notice under Subsection 3.C or 3.D of this BAA, Business Associate shall perform a risk assessment as contemplated by the HIPAA rules and guidance to determine whether the incident resulted in a Breach of Unsecured PHI. Business Associate shall include in the any notice provided to Covered Entity under Subsection

APPENDIX CC

3.C or 3.D of this BAA (i) a summary of such risk assessment and (ii) Business Associate's conclusions with respect thereto sufficient for Covered Entity to determine whether a Breach of Unsecured PHI has occurred and to provide notification to such individuals pursuant to the Breach Notification Rule. Business Associate shall provide Covered Entity with any additional information regarding such incident reasonably requested by Covered Entity to comply with the HIPAA Rules. Covered Entity may elect, at its own discretion, to provide or direct Business Associate to provide the notification to individuals. Within five (5) days after receipt of written notice from Covered Entity, Business Associate shall, at its own cost, provide the notification of a Breach of Unsecured PHI to individuals as required by the Breach Notification Rule and applicable guidance thereunder. In advance of providing such notification, Business Associate shall provide a copy of the proposed notification or notifications to be provided to the individuals and incorporate any reasonable changes thereto requested by Covered Entity. Business Associate shall further comply with all applicable federal and state breach notification requirements. Business Associate shall indemnify the Covered Entity for costs (including, without limitation, costs related to individual notification and reasonable attorneys' fees) associated with any Security Incident or incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under federal or state law and agency guidance which Security Incident or other incident (i) arises from any act or omission of Business Associate or any Subcontractor; or (ii) occurs with respect to any PHI while in the possession, custody or control of Business Associate or any Subcontractor.

- F. **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any Subcontractors or agents, Business Associate shall provide only the Minimum Necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the Subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this BAA.
- G. **Right Of Access To PHI.** At no cost to Covered Entity, Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and provide to him or her a copy of that individual's PHI within ten (10) business days of receiving a written request from the Covered Entity or the individual. Business Associate shall provide PHI to the extent and in the manner required by 45 C.F.R. §164.524 and other applicable federal and state law and agency guidance. If Business Associate maintains an electronic health record, Business Associate must provide the PHI in electronic format if requested. If any individual requests from Business Associate or its agents or Subcontractors access to PHI. Business Associate shall notify Covered Entity of same no less than five (5) days in advance of allowing such individual access to such designated record set. Business Associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.
- H. **Amendment And Incorporation Of Amendments.** At no cost to Covered Entity, within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If any individual requests an amendment from Business Associate or its agents or Subcontractors, Business Associate shall notify

#### APPENDIX CC

Covered Entity no less than five (5) days in advance of responding to incorporating any requested amendment or otherwise responding to such request. .

- I. **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures. Business Associate shall notify Covered Entity of any such request it receives directly from an Individual no less than five (5) days in advance of providing such accounting to the individual.
- J. **Requests For Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.
- K. **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee and/or Covered Entity for purposes of determining compliance with applicable laws and agency guidance.
- L. **Return Or Destruction Of PHI.** At termination of this BAA, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. Upon termination of this BAA, Business Associate shall notify Covered Entity in writing regarding its plans for post-termination treatment of PHI, including without limitation return, destruction or ongoing maintenance of all PHI. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- M. **Maintenance Of PHI.** Notwithstanding Section 3.L of this BAA, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of the BAA and shall continue to maintain the information required under the various documentation requirements of this BAA (such as those in §3(h)) for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- N. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the Privacy Rule, as amended. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or applicable laws and agency guidance.

#### APPENDIX CC

- O. **Term.** The Term of this Agreement shall be effective on the date of execution of the Agreement, and shall terminate on the date of termination of the Agreement between the or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- P. **Termination for Cause.** Notwithstanding any other provision of this BAA or the Agreement to the contrary, Covered Entity shall have the right to terminate this BAA and the Agreement if covered entity determines Business Associate has violated a material term of this BAA and Business Associate has failed to cure such breach within thirty days after written notice from Covered Entity.
- Q. **Failure To Perform Obligations.** In the event Business Associate fails to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable laws and agency guidance. Covered Entity's rights and remedies under this Subsection 3.Q are in addition to, and shall not restrict, limit or abridge, any other rights or remedies of Covered Entity under this BAA or the Agreement.
- P. **Privacy Practices.** Upon execution of this BAA, Business Associate shall provide to Covered Entity a copy of its Notice of Privacy Practices and other forms that Business Associate intends to utilize with respect to individuals under the Agreement. Business Associate shall incorporate any changes thereto reasonably requested by Covered Entity. Business Associate shall promptly utilize any related forms or notices relating to compliance with the HIPAA Rules and guidance as directed by Covered Entity. Covered Entity retains the right make reasonable changes to such forms The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

#### 4. OBLIGATIONS OF COVERED ENTITY:

- A. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the Notice of Privacy Practices that the Covered Entity produces in accordance with applicable law and agency guidance as well as changes to such notice.
- B. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### APPENDIX CC

## FEDERAL AWARDS

The following information is provided pursuant to the requirements of 2 CFR § 200

CONTRACTOR's registered name for DUNS \_\_\_\_\_

CONTRACTOR'S DUNS number \_\_\_\_\_

CONTRACTOR'S UNIQUE ENTITY IDENTIFIER \_\_\_\_\_

The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. This number may be obtained by telephone (866-705-5711) or via the Internet (<http://fedgov.dnb.com/webform>). (See 2 CFR, Part 200, Subpart A, §200.32)

Federal Award Identification Number \_\_\_\_\_

Date of Federal Award \_\_\_\_\_

The date when the Federal award is signed by the authorized official of the Federal awarding agency. (See 2 CFR, Part 200, Subpart A, §200.39)

Start and end date for performance \_\_\_\_\_

The period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal Award. (See 2 CFR, Part 200, Subpart A, §200.77)

Amount of Federal Award obligated to Provider \_\_\_\_\_

Total amount of Federal Award \_\_\_\_\_

Project Description \_\_\_\_\_

A brief summary of the statutory or regulatory requirements of the program and its intended outcome and should align with the strategic goals and objectives within the Federal Awarding Agency's Performance Plan

Federal Awarding Agency \_\_\_\_\_

Contact information for awarding agency \_\_\_\_\_

Pass-through entity

DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES

Catalog of Federal Domestic Assistance (CFDA) Number \_\_\_\_\_

CFDA Name \_\_\_\_\_

Is this award for research and development?

YES \_\_\_\_\_ NO \_\_\_\_\_

Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Development is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. (See 2 CFR, Part 200, Subpart A, §200.87)

Indirect Cost Rate \_\_\_\_\_

For nonprofit organizations, the costs of activities performed by the non-Federal entity primarily as a service to members, clients, or the general public when significant and necessary to the non-Federal entity's mission must be treated as direct costs whether or not allowable and be allocated an equitable share of indirect (facilities and administrative (F&A)) costs. Indirect (F&A) costs mean those costs incurred for a common or joint purpose benefitting more than one cost objective. (See 2 CFR, Part 200, Subpart A, §200.56)

## APPENDIX DD

## CHILD PROTECTIVE SERVICES

All Providers and Contractors must comply with all of the requirements of 23 PA. C.S. Chapter 63. The Child Protective Service Law.

Please note that Delaware County requires that a new Certification of Compliance as required under CPSL Section 6344 must be obtained every Thirty-Six (36) months

The Child Protective Services Law (CPSL) was passed by the Pennsylvania legislature and signed into law by the Governor in 2014. Please review the amended requirements in Chapter 63, Title 23 (go to [www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM](http://www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM)) to assure that you and/or your agency are in full compliance.

The summary below is a partial listing and is not intended to take the place of your full review of the statute or your participation in training for mandated reporters.

Required documentation for new hires: any employee who begins employment with a new agency, institution, organization or other entity that is responsible for the care, supervision, guidance or control of children is required to have the three clearances as outlined by The Child Protective Services Law, Section 6344. The employer is required to maintain copies of the documents and produce them as requested. These are:

- Report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to the applicant;
- Certification from the Pennsylvania Department of Human Services that the applicant is not named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of an Indicated or Founded report of child abuse;
- Report of Federal criminal history record information, to include fingerprint submission to the Federal Bureau of Investigation indicating that the applicant is not disqualified from obtaining employment in a childcare position.

As of January 2, 2020, provisional hires are not permitted as mandated by Act 47 of 2019 and employees must obtain all three clearances prior to the beginning of employment. The Pennsylvania Department of Human Services is authorized to grant waivers for provisional hires for 45 days upon request from child day care centers, group day care homes and family day care homes providing that certain conditions are met.

Required documentation for current staff, volunteers and foster parents: Employees and volunteers who have contact with children, prospective adoptive parents, foster parents and school employees are required to obtain new clearances (certification and criminal record checks as described above) every three years.



Written notification of new arrest, conviction or substantiated child abuse: If an employee, foster parent or volunteer subject to the CPSL is arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity or service, or is named as a perpetrator in a founded or indicated report, the employee, foster parent or volunteer shall provide the administrator or designee of their agency with written notice not later than 72 hours after the arrest, conviction or notification that the person has been named in the Statewide database.

Requirement for training on child abuse recognition and reporting: The following persons are required to meet new training requirements: Operators of institutions, facilities and agencies, which care for children, their employees who have direct contact with children, foster parents, and caregivers in family daycare homes. The persons listed above must participate in three hours of training, which is approved by the Pennsylvania Department of Human Services prior to the issuance of a license, approval or registration certificate, and three hours of approved training every five years thereafter. New employees and new foster parents shall receive three hours of approved training within 90 days of hire or approval as a foster parent. Free on-line training is available from the Pennsylvania Child Welfare Resource Center. Go to [www.reportabusepa.pitt.edu](http://www.reportabusepa.pitt.edu). Check with your licensing entity to learn about other training that will meet your agency's training requirements.

All professionally licensed persons are required to submit documentation to their licensing board of completion of at least three hours of approved child abuse recognition and reporting training when applying for renewal or a new license. See your professional board information with the Pennsylvania Department of State website or your professional organization for information about the requirements for particular professional licenses.

Please have the following information available upon request from the County of Delaware to verify your compliance with the above regulations:

1. A copy of your professional license
2. Copies of your three certifications
3. A copy of a certificate showing that you have completed three hours of State approved training on Child abuse Recognition and Reporting

***Please note that Delaware County requires that a new  
Certifications of Compliance as required under CPSL Section 6344  
must be obtained every Thirty-Six (36) months***

## **MEDICAL MARIJUANA PROHIBITION**

The Contractor may not use federal funds directly or indirectly to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. See e.g. 45 C.F.R § 75.300(a) requiring The Department of Health and Human Services (HHS) to “ensure that Federal funding is expended... in full accordance with U.S. statutory ... requirements” and 21 U.S.C §§ 812(c) and 841 prohibiting the possession, manufacture, sale, purchase or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration (DEA) and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

## POLITICAL CONTRIBUTION DISCLOSURE

Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. **Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.**

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor\* has:

**NOT** made any Reportable Contributions.

made Reportable Contributions as set forth on Schedule A attached hereto.

\*Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.

### Type of Business Entity

Corporation       LLC       Sole Proprietorship       Other:  (describe) 501c3  
Limited Partnership       Partnership       LLP

**Certification:** In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: Widener University

By:



Name:

Linda Kiraly Gilbert

Title:

VP Administration & Finance

Date:

## APPENDIX II

**Exhibit A  
Delaware County  
Political Contribution and 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](mailto: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**

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 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 indicating that 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.**

**APPENDIX II**

"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 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 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

## APPENDIX II

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 the clauses (1) through (5).

**QUESTIONS**

Questions regarding the Disclosure Form may be directed to [centralpurchasing@co.delaware.pa.us](mailto:centralpurchasing@co.delaware.pa.us).

**APPENDIX II**



## 2023 Home4Good Funding Recommendations

Continuum of Care	2023 H4G Award	CoC Funded Organization	CoC Funded Project Name	CoC Award
Beaver County CoC	\$53,000	The Salvation Army Beaver Falls	Flexible Homeless Assistance Funding	\$37,650
		Housing Opportunities, Inc	Homeowner Incubator Program	\$12,700
		CoC Administration		\$2,650
Bristol, Bensalem/Bucks County CoC	\$50,000	Bucks County Housing Group	SOAR Specialist	\$25,000
		Family Service Association of Bucks County	Rapid Exit	\$22,500
		CoC Administration		\$2,500
Chester County CoC	\$72,000	Kennett Area Community Service	Housing Stability Case Management	\$60,000
		Chester County Department of Community Development	Street Outreach Team	\$8,400
		CoC Administration		\$3,600
Eastern Pennsylvania CoC	\$428,000	Carlisle CARES dba Community CARES	Homeless Prevention and Diversion	\$43,390
		Lycoming-Clinton Counties Commission for Community Action (STEP), Inc.	Home4Good Family Navigation	\$15,000
		Pocono Mountains United Way	Pocono RHAB Homeless Prevention and Diversion Program	\$115,000
		Servants to All	Servants to All Homeless Initiative	\$24,440
		The Lehigh Conference of Churches	Lehigh Valley Homeless Outreach	\$100,000
		The Main Link	Homeless Diversion	\$10,000
		Union-Snyder Community Action Agency	Homelessness Prevention, Coordinated Entry and Homeless Diversion	\$40,000
		Women's Help Center, Inc	Eviction Prevention & Shelter Diversion Program	\$58,770
		CoC Administration		\$21,400



<b>Erie City &amp; County CoC</b>	<b>\$78,000</b>	Erie United Methodist Alliance	Our Neighbor's Place (ONP) Seasonal Shelter	\$74,100
		CoC Administration		\$3,900
<b>Harrisburg/Dauphin County CoC</b>	<b>\$62,000</b>	Christian Churches United of Tri County Region (CCIU)	Coordinated Entry and Housing Assistance for Homeless Households	\$18,900
		Thrive, Inc.	Housing Assistance Program	\$40,000
		CoC Administration		\$3,100
<b>Lancaster City &amp; County CoC</b>	<b>\$83,000</b>	Lancaster County Homelessness Coalition	Lancaster County Homelessness Prevention	\$78,850
		CoC Administration		\$4,150
<b>Lower Merion, Norristown, Abington/Montgomery County CoC</b>	<b>\$109,000</b>	Family Services	CoC Housing Program	\$103,550
		CoC Administration		\$5,450
<b>Philadelphia CoC</b>	<b>\$1,207,000</b>	Public Health Management Corporation	Family Homeless Prevention Project	\$339,025
		Nationalities Service Center	Support for Vulnerable Newcomers	\$131,878
		New Kensington CDC	Rental Resilience and Eviction Prevention Project Rental Resilience	\$122,551
		Utility Emergency Services Fund	Long-term Success through Housing Stabilization (LSHS)	\$215,135
		Homeless Advocacy Project	Breaking Barriers: Legal Assistance for Unstably Housed Youth	\$44,179
		Public Health Management Corporation	Serenity Court	\$24,658
		Resources for Human Development, Inc.	Housing and Supportive Services for Homeless Individuals in Philadelphia	\$134,475
		Depaul USA	St. Joseph's House	\$195,099
		CoC Administration		\$0
<b>Pittsburgh, McKeesport, Penn</b>	<b>\$674,000</b>	Chartiers Community Mental Health and Retardation Center, Inc	Chartiers Center Salus Program	\$200,860

<b>Hills/Allegheny County CoC</b>		Community Human Services	Innovative Fund	\$200,000
		Shepherd's Heart Fellowship and Ministries	Shepherd's Heart Fellowship 2023 Collaborative	\$91,000
		Catholic Charities of the Diocese of Pittsburgh	The Path to Hope Program	\$82,500
		SisTers PGH	Support Trans Housing	\$65,940
		CoC Administration		\$33,700
<b>Reading/Berks County CoC</b>	<b>\$104,000</b>	Berks Coalition to End Homelessness	Landlord Incentives	\$68,800
		Berks Coalition to End Homelessness	Coordinated Entry Support	\$30,000
		CoC Administration		\$5,200
<b>Scranton/Lackawanna a County CoC</b>	<b>\$100,000</b>	Community Intervention Center	Permanent Supportive Housing	\$4,000
		Women's Resource Center	WRC Safe Housing Program	\$8,000
		Catherine McAuley Center	Emergency Shelter & Family Support Program	\$20,000
		NEPA Youth Shelter	Long Term Housing for homeless teens ages 18-21	\$15,750
		United Neighborhood Centers	Homeless Assistance Prevention (HAP)	\$21,000
		Catholic Social Services of the Diocese of Scranton	St. Anthony's Haven	\$17,500
		Friends of The Poor	Water Utility Assistance	\$8,750
		CoC Administration		\$5,000
<b>Upper Darby, Chester, Haverford/Delaware County CoC</b>	<b>\$179,000</b>	Community Action Agency of Delaware County	Rent Assistance	\$21,350
		Foundation for Delaware County	Housing Choice Voucher Expansion Project	\$20,000
		Health, Education, and Legal Assistance Project: A Medical-Legal Partnership at Widener University Delaware Law School	SOAR (SSI/SSDI Outreach, Access, and Recovery) Program	\$98,700
		Community Action Agency of Delaware County	SEPTA Passes	\$10,000

		Community Action Agency of Delaware County	Furniture Assistance	\$20,000
		CoC Administration		\$8,950
<b>Western Pennsylvania CoC</b>	<b>\$341,000</b>	Union Mission of Latrobe	Housing Problem Solving through Coordinated Entry	\$219,373
		Fayette County Community Action Agency	Regional Justice Involved Housing	\$73,650
		Fayette County Community Action Agency	Financial Support for Advocates4Change, the CoC's Youth Action Board	\$30,927
		CoC Administration		\$17,050
		Commission on Economic Opportunity		PA-503 Prevention/Supportive Services
<b>Wilkes-Barre, Hazelton/Luzerne County CoC</b>	<b>\$104,000</b>	Catherine McAuley House	PA-503 Emergency Shelter Services	\$15,000
		Volunteers of America	PA-503 Day Shelter/Outreach	\$35,520
		CoC Administration		\$5,200
		Friends & Neighbors of Pennsylvania, Inc.		Intensive Case Management for Clients with Complex Needs
<b>York City &amp; County CoC</b>	<b>\$56,000</b>	Friends & Neighbors of Pennsylvania, Inc.	Day Shelter in the City of York	\$18,460
		New Hope Ministries	Hope House	\$22,500
		CoC Administration		\$2,800



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Caitlyn Brown, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to enter into a new contractual agreement with Community Action Agency of Delaware County, Inc. to provide rental assistance services. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1524-4923-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$51,350

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see the attached supporting documentation.

### ATTACHMENTS:

- [Community Action Agency of Delaware County Inc AFS #28\\_24 Summary Page.pdf](#)
- [Community Action Agency of Delaware County Inc AFS #28\\_24 Contract.pdf](#)
- [2023\\_Home4Good\\_Funding\\_Recommendations.pdf](#)

Delaware County Human Services Request for Contract

Program Office: Adult and Family Services

Provider: Community Action Agency of Delaware County, Inc.

Proposed Contract Amount: \$51,350

Proposed Contract Effective Dates: 04/17/2024 to 06/30/2025

Funding

Federal Funding Source(s):		Amount:	
State Funding Source(s):	Home4Good	Amount:	\$51,350
Other Funding Source(s):		Amount:	
County Funding:		Amount:	

Available Budget:

SAP Account(s)	1524-4923-631000	Balance:	Funds to be allocated

Contract Statement:

Human Services, Adult and Family Services is requesting to enter into a new contractual agreement with Community Action Agency of Delaware County, Inc. for rental assistance services. Subject to Solicitor's approval.

Contract Request:

Requesting approval of a new contractual agreement with Community Action of Delaware County, Inc. to provide rent assistance for unhoused Delaware County persons, as well as assistance to community partners for furniture and Southeastern Public Transportation Authority passes.

Program Need for Requested Service:

The service is necessary to provide funding for services such as Southeastern Pennsylvania Transportation Authority services and furniture purchases not covered by traditional funding or underfunded services such as rent assistance.

Was a Request for Proposal Issued? Yes  No  Date:

Number of Proposals received:

Summary of Request for Proposal Process:

N/A

Rationale for Choosing Provider versus Issuing a Request for Proposal:

A Request for Interest was distributed to the Homeless Services Coalition community. Ideas for how to utilize the Home 4 Good awarded funding were submitted to the Department of Human Services, Office of Adult and Family Services. The non-conflicted group, a group of persons who do not receive Continuum of Care funds, reviewed the submissions, and decided which projects would be submitted for consideration for funding by Home 4 Good.

Plan to issue Request for Proposal or rationale if not planning on issuing one:

N/A

Metrics utilized to evaluate provider and results of last assessment:

Successful metrics include:  
# Unhoused persons transitioning into housing who receive furniture  
# Unhoused persons who receive transportation assistance  
# Unhoused persons who receive rent assistance

Date Request Discussed with Human Services Director:

Program Approval:  Date: 04/04/2024

Fiscal Approval:  Date: 4/4/2024

CFO Approval:  Date: 4.5.24

Human Services Director: \_\_\_\_\_ Date: 4/3/2024

DATE: April 17, 2024

AGENCY: County of Delaware, Department of Human Services, Adult & Family Services

PROVIDER OF SERVICE: Community Action Agency of Delaware County, Inc.  
1414 Meethouse Road  
Boothwyn, PA 19061

Federal ID #23-2142644

CONTRACT PERIOD: Beginning: April 17, 2024  
Ending: June 30, 2025

CONTRACT AMOUNT: \$51,350

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their officials thereunto duly authorized.

PROVIDER OF SERVICE

COUNTY OF DELAWARE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COUNTY COUNCIL CHAIR

\_\_\_\_\_  
PRINT/TYPE AUTHORIZED NAME

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY CLERK

SERVICES: Rental Assistance HAP

## AGREEMENT

This Agreement is made by and between the County of Delaware, Department of Human Services, (“County”), and Community Action Agency of Delaware County, Inc. hereinafter referred to as the (“Contractor” or “Provider”).

Whereas, the County has received or is anticipating receiving State and Federal funds from the Commonwealth of Pennsylvania, and funds from other sources, for the provision of Adult & Family Services; and

Whereas, the County desires to contract with Contractor for the provision of such services; and

Whereas, the parties desire to set forth their understandings in writing.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

### 1. TERM

This Agreement shall be effective from **April 17, 2024 through June 30, 2025**, subject to the other provisions herein, unless terminated earlier by either party according to the termination provisions herein.

### 2. TERMINATION

This Agreement may be terminated by either party at any time without cause; upon at least sixty (60) days advance written notice to the other party.

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

### 3. AGREEMENT AMOUNT

Subject to the availability of State, Federal and County funds, and Contractor's compliance with each of the terms and conditions of this Agreement, the County hereby agrees to pay to Contractor a total of **\$51,350** to be utilized as set forth below: (See Appendix Z)

Payment by the County shall be made as follows:

- A. For program-funded components, payment will be on a cost reimbursement basis, solely for the actual costs or expenses incurred by providing social services as set forth in this Agreement.
- B. For fee-for-service components, payment will be made at the agreed cost per unit less any client income. County will reimburse for actual days/units in attendance and approved absences.



- C. The County may suspend, withhold or revise any payment for non-compliance by Contractor with the terms and conditions of this Agreement.
- D. Payment shall be made in the manner set forth in Appendix "A".
- E. Contractor certifies that the Federal/State funds to be used under this Agreement do not replace or supplant in any way, Federal/State or County funds for already existing services. Contractor further certifies that the services to be provided under this Agreement are not already available without cost.
- F. Notwithstanding anything to the contrary contained in this Agreement, each payment required to be made under this Agreement is specifically contingent on Contractor's full and timely compliance with each and every applicable Federal, Commonwealth (Pennsylvania Department of Public Welfare and Pennsylvania Department of Health) reporting requirement and any County reporting requirements, as such requirements may be amended from time to time. If Contractor fails to submit complete and accurate reports when and as due, County may immediately proceed as set forth in Appendix E or, to the extent permitted by applicable law and regulation, in the County's sole and absolute discretion, suspend any or all payments to Contractor and/or immediately terminate or suspend this Agreement and/or pursue any and all other remedies available under this Agreement or as otherwise provided by law.

#### 4. APPENDICES

Contractor shall comply with the provisions of the following attached Appendices, which if applicable are incorporated into and made a part of this Agreement:

Appendix A	Payment Schedule
Appendix B	Retained Revenue (Not Applicable to CYS Fee-For-Service Agreements)
Appendix C	Reporting Requirements
Appendix D	Source of Funds Statement (Not Applicable to CYS Fee-For-Service Agreements)
Appendix E	Non-Compliance Procedures
Appendix F	Insurance
Appendix G	Confidentiality
Appendix H	Special Conditions
Appendix J	Appeals Procedure
Appendix K	Funding Source Regulations
Appendix L	Disclosure of Lobbying Activities
Appendix M	Contractor Board of Directors
Appendix N	Table of Organization
Appendix O	County Contract with Funding Source
Appendix P	License/ Accreditation Certificate/Copy of Regulations/Standards
Appendix U	Audit Requirements
Appendix X	Program Narrative
Appendix Z	Budget
Appendix AA	Invoicing Submission Requirements
Appendix CC	HIPAA Business Associate Agreement
Appendix DD	Federal Awards (if applicable)
Appendix EE	Child Protective Services
Appendix FF	Medical Marijuana Prohibition
Appendix II	Political Contribution Disclosure

In the event, any provision of the attached Appendices conflict with the provisions of this Agreement, this Agreement shall control.

5. **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.

6. **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.

7. **RETAINED REVENUE**

**(This section applies to Mental Health agencies only.)**

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

## 8. 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. **(This paragraph does not apply to CYS Fee-For-Service agreements.)**

## 9. 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".

## 10. AVAILABILITY OF INFORMATION

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

## 11. ACCESS TO RECORDS/PROPERTY RIGHTS

**(This section does not apply to CYS fee-for-service agreements.)**

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").

## 12. TITLE TO AND PURCHASE OF EQUIPMENT

**(This section does not apply to CYS fee-for-service agreements, sections B through D do not apply to ID fee-for-service agreements, sections B and C do not apply to EI fee-for-service agreements.)**

- 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.

### **13. 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.

**14. 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).

**15. PROJECT INCOME**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

**16. INTEREST INCOME**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

**17. TRAVEL**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

**18. 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.

**19. 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.

**20. ENVIRONMENTAL IMPACT**

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

**21. CONFIDENTIALITY**

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

**22. 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.



**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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. Notwithstanding the foregoing, to the extent this Agreement is a Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

**28. 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.

**29. 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.

**30. 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.

**31. PERSONNEL AGREEMENT**

**(This section is not applicable to fee-for-service agreements.)**

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.

**32. 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.

**33. 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.

**34. 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.

### 35. 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.

### 36. 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.

### 37. 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.

Notwithstanding the foregoing, to the extent this Agreement is a "Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

### 38. DISPUTES

**(This section applies to Mental Health/Intellectual and Developmental Disabilities/Early Intervention agencies only.)**

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.

**39. 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.

**40. 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		

**41. 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.

**42. 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.

**43. PROHIBITION AGAINST ASSIGNMENT**

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

**44. 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.

**45. TIME IS OF THE ESSENCE**

Time is of the essence with respect to this Agreement.

**46. 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.

**47. 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.

**48. 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.

**49. 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.

**50. 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.

**51. 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. 69<sup>th</sup> 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.

**52. 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.

**53. 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.

**54. 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.

**55. HEADINGS**

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

**56. 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.

**57. 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.

**58. 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.

**59. 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.

## Payment Schedule

1. Payment to the provider shall be made as follows:
  - On or before the 10<sup>th</sup> day of the second month of the term of this contract, and on or before the 10<sup>th</sup> day of each month thereafter, the Provider shall submit to the County a Monthly Invoice on the form provided by the County (Appendix A-1), itemizing actual reasonable expenditures incurred in accordance with the approved budget.
  - All invoices must include the Certification Statement that "All costs billed were incurred in accordance with the terms set forth in the Provider's contract with the County".
2. Funds received from the County must be placed in an interest-bearing account. This program related income must be used to support the services under this contract and must be considered first funds.
3. Payment shall be on a cost reimbursement basis, solely for the actual costs or expenses incurred in providing services set forth in Appendices K and X. The County will reimburse only for services provided to eligible clients. Payment will be denied for clients determined at any time to be ineligible; if payment has already been made for service to ineligible clients, the amount will be deducted from the Providers' next payment or if no further payments are owed to Provider, Provider will immediately reimburse the County for the paid amount.
4. Billed expenses must be supported by appropriate back up information such as receipts,
5. Transfer of a Provider's funds from one budget category to another may be permitted under the following conditions when the transfer is in excess of 10% of the line item:
  - A reasonable need exists to transfer funds (i.e., the provider finds it cannot spend all of the funds in a designated category or program within the allowable time period and there is an unmet need in another category or program).
  - A request with explanation of the justification to transfer funds is made in writing to the County.
  - A favorable response is given to the Provider request and approval when required is received from the Department of Public Welfare.
  - Approval is given in writing to the provider.

Transfers under 10% of the line item do not require written approval.
6. The County shall have the right to disapprove any expenditure made by the Provider, which is not in accordance with the budget submitted to the County, and with the terms of this contract, and the County, may adjust payment to the Provider accordingly.
7. Provider will be paid only for service actually accepted by the County after audit.

Revised 10/2022

**Community Action Agency of Delaware County**  
**AFS-A 4/25 Furniture, Rent, SEPTA assistance**

**MONTHLY INVOICE**

Submit to:  
 Delcohsa\_ap@delcohsa.org

Vendor Number: \_\_\_\_\_

SAP Number: \_\_\_\_\_

MONTH: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

PHFA - HOME4GOOD FUNDING			
	Contract Budget	Year-to-Date Contract Reimbursement	Monthly Expense to be Reimbursed
Furniture	\$20,000		Households assisted this month
Rent Assistance	\$21,350		
SEPTA Passes	\$10,000		
<b>AMOUNT REQUESTED</b>			\$

Rev. 4/2024

I certify that the costs/units billed on this invoice were delivered and provided in accordance with the terms set forth in this organization's contract with the County of Delaware.

Invoice Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## RETAINED REVENUE

The County will not participate in an allowance for Contractor to retain revenues accruing at the close of the Term in excess of eligible expenses realized under this Agreement.

## APPENDIX B

## REPORTING REQUIREMENTS

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### 1. FISCAL REPORTS:

By the 10<sup>th</sup> day after the end of each month, the provider shall send the **Monthly Invoice with the Certification Statement** on the forms provided by the County of Delaware (see Appendix A-1).

### 2. CLIENT SERVICE REPORT:

A. **Monthly Client Service Report-** Provider is required to submit Monthly Client Service Report (**See Appendix C-1**) with monthly invoice.

B. **Semiannual Progress Report –**

- a. Provider is responsible for electronically submitting the completed Semiannual Progress Report to Home4Good for reporting periods October to March, April to September, and Close Out.
- b. Provide electronic or hard copy to Adult and Family Services by 15<sup>th</sup> of the following month. (**See Appendix C-2**)

### 3. ADMINISTRATIVE REPORT:

A. Provider is required to notify Adult and Family Services of significant developments affecting clients, service delivery or administration of the program (**See Appendix C-3**). This form must be submitted monthly, on the 10<sup>th</sup> day after the end of each month. Reportable developments include:

- Client and staff incidents
- Program and staff changes
- Facility developments and problems

B. In addition, the Provider is required to notify Adult and Family Services of the following incidents as indicated:

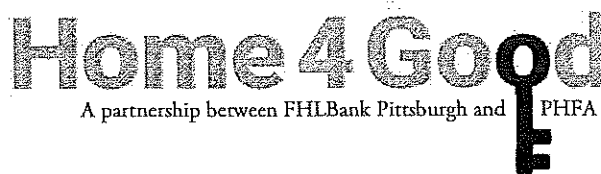
- Child Abuse, neglect or abandonment reported to CYS must be simultaneously reported to Adult and Family Services.
- Incidents involving injury to staff or clients must be reported on the day they occur.

**All Reports required under this section are to be submitted to:  
Jessica Fink  
finkj@delcohsa.org**



## Semiannual Reporting

# Semiannual Progress Report



## Semiannual Report for Home4Good Program Grants

All active grants must provide a semiannual progress report (SPR). If your organization has received more than one grant, submit an SPR for each grant. Each reporting period (October-March, April-September, Close Out) should be entered as separate numbers and not as cumulative totals. If the grant you are reporting on has a longer term, you will need to start a new report at the beginning of the subsequent years.

When completing this form use the "Tab" key after entering data and to move around the form. Do NOT use the "enter" key.

When complete, please certify and sign the last page of this form.

Grantee Name		Date of Report Completion	
Program Name		Funding Round Year (Select From Dropdown)	2023-24
Grant No./ID		Effective Date (Date of Award Letter)	
Grant Amount		Contact Person Phone	
Contact Person			
Contact Person Email			
Reporting Period	<input type="checkbox"/> October-March 20__	<input type="checkbox"/> April-September 20__	<input type="checkbox"/> Close Out
Project Status as of Current Report Period	<input type="checkbox"/> Unstarted* <input type="checkbox"/> Started/No Draw <input type="checkbox"/> Started/Partially Drawn <input type="checkbox"/> Closed/Fully Disbursed <input type="checkbox"/> Recapture		
*If "Unstarted", please describe status of project below and anticipated start date:			

### REQUIRED REPORTING:

The following sections (one through six) are Core Metrics and are required for each project providing direct services as part of the Home4Good Application Performance Metrics. DO NOT LEAVE BLANK, unless indicated below that the project provides indirect services only. If data was collected, but reported at zero, please complete the "don't know/refused" field. If data was not collected, please complete the "not collected" field.

If the project does not provide direct services and therefore cannot report on Core Metrics, describe project type below.

1. Number of Persons in Households

Criteria	October-March	April-September	Annual Cumulative Total
Adults			
Children			
Don't Know/Refused			
Not Collected			
Total			

2. Age of All Persons

Criteria	October-March	April-September	Annual Cumulative Total
Under Eighteen			
Eighteen -Twenty-Four			
Twenty-Five – Sixty-One			
Sixty-Two and Over			
Don't Know/Refused			
Not Collected			
Total			

3. Gender of All Persons (Including Children)

Criteria	October-March	April-September	Annual Cumulative Total
Male			
Female			
Transgender			
Non-binary			
Don't Know/Refused			
Not Collected			
Total			

4. Special Populations Served

Criteria	October-March	April-September	Annual Cumulative Total
Victims of Domestic Violence			
Substance Use Disorder			
Mental Illness			
Intellectual Disability			
Physical Disability			
Chronic Health Condition(s)			
Veterans			
Previously Incarcerated			
Don't Know/Refused			
Not Collected			
Total			

5. Race of All Persons (Including Children)

Criteria	October-March	April-September	Annual Cumulative Total
American Indian/Alaskan Native			
Asian			
Black/African American			
Multiple Races			
Native Hawaiian/Other Pacific Islander			
White/Caucasian			
Don't Know/Refused			
Not Collected			
Total			

6. Ethnicity of All Persons (Including Children)

Criteria	October-March	April-September	Annual Cumulative Total
Hispanic/Latino			
Non-Hispanic/Non-Latino			
Don't Know/Refused			
Not Collected			
Total			

**ADDITIONAL REPORTING**

The following sections should be completed if applicable.

7. Total Households Placed in Permanent Housing by Area Median Income (AMI)

Criteria	October-March	April-September	Annual Cumulative Total
Households at or below 30% AMI			
Households over 30% AMI			
Total Households Placed			

8. Rapid Re-Housing Households (If Applicable)

Criteria	October-March	April-September	Annual Cumulative Total
Total Number of "in person" initial consultations/meetings from referrals			
Total Number of Households currently in Housing Search			
Total Number of Households placed in Permanent Housing			

Total Number of Households receiving case management after Permanent Housing Placement			
Total number of Households that exited RRH Program successfully			
Total number of Households that exited RRH Program back into homelessness or unknown			



**PERFORMANCE OBJECTIVES REPORTING**

Based on the proposed objectives your organization provided at application, complete the below tables. The list of "Performance Objectives" from the Request for Proposal (RFP) is listed below. Complete as many tables as needed.

Performance Objectives

1. Reduction in the number of individuals experiencing homelessness, including among Veterans, those experiencing chronic homelessness, families, unaccompanied or parenting youth, individuals, domestic violence survivors, and those unsheltered.
2. Reduction in the length of time individuals remain homeless.
3. Reduction in the extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
4. Increase in access to jobs and income among individuals experiencing homelessness.
5. Reduction in the number of individuals who become homeless for the first time.
6. Increase in successful housing placement.
7. Increase in homelessness prevention.

**EXAMPLE of Proposed Objective Identified at Application**

Proposed Activity :		Housing Locator and Case Management Program		
Identified at Application				Reporting
Performance Objective for this Activity (Program Outcome)	Objective to which this metric relates (Input Program Objective #1-7)	Target Population	Anticipated Change Increase/ Decrease (Days/\$/#)	Actual Change (Cumulative Since Program Start)
Reduce average number of days between program referral/entry and housing lease up	2	Veterans and Transition age youth	Reduce average by 5 days over 1 year	Reduced by 6 days
Provide financial counseling	1,5,7	All	20 additional people counseled	20 additional people counseled

Proposed Objective Identified at Application #1:

Proposed Activity :				
Identified at Application				Reporting
Performance Objective for this Activity (Program Outcome)	Objective to which this metric relates (Input Program Objective #1-7)	Target Population	Anticipated Change Increase/ Decrease (Days/\$/#)	Actual Change (Cumulative Since Program Start)

Proposed Objective Identified at Application #2:

Proposed Activity :				
Identified at Application				Reporting
Performance Objective for this Activity (Program Outcome)	Objective to which this metric relates (Input Program Objective #1-7)	Target Population	Anticipated Change Increase/ Decrease (Days/\$/#)	Actual Change (Cumulative Since Program Start)

Proposed Objective Identified at Application #3:

Proposed Activity :				
Identified at Application				Reporting
Performance Objective for this Activity (Program Outcome)	Objective to which this metric relates (Input Program Objective #1-7)	Target Population	Anticipated Change Increase/ Decrease (Days/\$/#)	Actual Change (Cumulative Since Program Start)

**\*\*Please attach additional pages as necessary\*\***

**Narrative (Optional)**

Please provide additional information about the program's progress in this field or on an attached document

**Expenditure Table To Date**

Use the table below to indicate how your organization has used the Home4Good funds to date. Individual expenses do not need to be listed in "Expense Item/Category" but please use expense categories and aggregate amounts (Example: categories could include Rent & Utility Payments, Salary, or Administrative Costs)

**Expense Period: October through March**

Expense Item/Category	Beginning Grant Balance	Expense Amount	Ending Grant Balance
<i>Ex: Utilities for 3 households</i>	\$5,000	\$250	\$4,750

**Expense Period: April through September**

Expense Item/Category	Beginning Grant Balance	Expense Amount	Ending Grant Balance

*I certify the above to be an accurate and true representation of the persons served by my organization.*

Name:	
Title:	
Signature:	/s/

### ADMINISTRATIVE REPORT

Program: \_\_\_\_\_

Month: \_\_\_\_\_

**Please answer the following questions regarding this program. Responses should include any significant developments, changes or incidents involving the administration of this program, program staff, clients or program operations.**

1. Were there any program staffing changes? Please detail changes.  N/A
  
2. Were there any incidents involving program staff? Please detail.  N/A
  
3. Were there any client incidents to report? Please detail.  N/A
  
4. Were any program changes made that affect the overall operation of this program?  N/A
  
5. Were there any facility problems or development this month?  N/A
  
6. Are there any notable program issues, client trends or any new barriers clients may be facing in accessing services?  N/A
  
7. Are there any notable Program accomplishments you would like to report?  N/A
  
8. Are there any issues/concerns regarding the program and the operations in which you need assistance?  N/A
  
9. Other Comments:  N/A

Person completing this report: \_\_\_\_\_

## SOURCE OF FUNDS STATEMENT

All notices, informational pamphlets, press releases, research reports and similar public notices prepared by and released by the Contractor shall include the statement, "This project may be funded, in part, under a contract with Delaware County through the Delaware County Department of Human Services; the Pennsylvania Department of Human Services; the Pennsylvania Department of Agriculture; the City of Philadelphia, Office of Housing & Community Development and the U.S. Department of Housing & Urban Development; however, the Contractor is an independent contractor acting on its own behalf and not in behalf of the County of Delaware, the Commonwealth of Pennsylvania, or the Federal Government."

## APPENDIX D

## NON-COMPLIANCE PROCEDURES

During the performance of this Agreement, the following conditions shall prevail:

- A. If the Contractor shall fail to fulfill in a timely or proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants or stipulations of this contract, the County may issue a written notice of non-compliance to the Contractor requiring compliance within a specified, reasonable period of time. If the Contractor shall fail to comply within the specified period of time, the County may exercise one of the following options:
1. By written notice to the Contractor, cease payment for and withhold all otherwise allowable payments for the expense of the Contractor until such time as the Contractor complies with the requirements of the Notice of Non-Compliance; or
  2. Deem such non-compliance as severable and issue a written notice of Partial Termination as to the term, provision or condition of this Agreement for which the Contractor is not in compliance. Such partial termination shall not relieve either party of its remaining duties and obligations under this contract;
  3. At least fifteen days before the effective date thereof, issue a written Notice of Termination of this Agreement specifying the effective date.
- B. It is further agreed that in the event funds to the County from State and Federal funds are not obtained and continued to an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the County may exercise one of the following options:
1. Issue a written Notice of Termination of this Agreement to the Contractor effective upon a specified date, which will be within a reasonable period of time under the circumstances; or
  2. Continue the Agreement by reducing, through written notice to the Contractor, the amount of the Agreement in a manner consistent with the nature, amount, and circumstances of the County's loss of State or Federal funding; provided, however, that any termination or reduction of this Agreement shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction.
- C. The rights and remedies of the County provided in this provision shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.

## APPENDIX E

- D. After receipt of a Notice of Termination by the County and except otherwise directed by the County, the Contractor shall:
1. Stop work under this Agreement on the date specified in, and to the extent specified in, the Notice of Termination.
  2. Place no further order, contracts, or sub-grants for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement as is not terminated.
  3. Terminate all orders, contracts, and sub-grants to the extent that they relate to the performance of work terminated by the Notice of Termination.
  4. Assign to the County in the manner, at the time, and to the extent directed by the County, all of the rights and interests of the Contractor under the orders, contracts, or sub-grants so terminated. The County may settle or pay any or all claims for breach of contract arising out of the termination of such orders, contracts, and sub-grants unless the County can demonstrate that such obligations were not entered into in good faith performance of the Agreement;
  5. Settle all outstanding liabilities and all claims arising out of such termination of orders, contracts, and sub-grants, with the approval or ratification of the County, to the extent the County may require, which approval or ratification shall be final for all for the purposes of this clause. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County as a result of the performance or non-performance by Contractor of the services described in this Agreement.

#### APPENDIX E



## INSURANCE

Before the contract is awarded, and unless otherwise approved by the County of Delaware's (hereinafter referred to as the 'County') representative in writing, the Contractor/Provider shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the County. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor/Provider, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the County, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an "occurrence" basis, not "claims-made", with the exception of Professional Liability insurance, unless specifically approved by the County in writing.

The County of Delaware reserves the right to grant exception(s) to specific contractors with respect to the requirements herein, if deemed reasonable and if determined that such exception(s) are in the best interests of the County.

### 1. General Liability:

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor/Provider or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000
Damage to Rented Premises	\$ 50,000
Medical Payments	\$ 10,000
Abuse/Molestation (if applicable to services provided)	\$1,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor/Provider under the Indemnification and other provisions of the contract.

Any deductible under this coverage is subject to the County's approval, and shall be the sole responsibility of the Contractor/Provider.

## 2. Business Automobile Liability:

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
Uninsured/Underinsured Motorists Liability Limit	\$ 1,000,000

## 3. Workers' Compensation and Employers Liability

Workers' Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage (if applicable), and USL&H and Jones Act coverage (if applicable), with limits not less than:

Workers' Compensation	Statutory
Bodily Injury, each Employee	\$500,000
Bodily Injury, each Accident	\$500,000
Disease, each Employee	\$500,000

If Contractor/Provider is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers' Compensation coverage.

## 4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Hazardous work may require higher limits, as requested by the County.

## 5. All Risk Builders Risk (if applicable)

All Risk (Special Form) Builders Risk insurance, including Earthquake and Flood to the extent reasonably commercially available, providing protection for building, structures, and materials or equipment to be installed in the project, while in the course of construction, in transit to the project site, and while being retained in off-site storage.

The Builders Risk policy shall be written to cover 100% of the completed value of the project, at replacement cost valuation, with an agreed amount provision (coinsurance waived).

Any deductible under this coverage shall be no more than \$25,000 and shall be the sole responsibility of the Contractor.

The policy shall cover the insurable interests of the County, Contractor and Subcontractors in the Work. The County and Contractor waive all rights against each other for damages caused by fire or other perils to the extent payment is actually made under insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the County. The Contractor shall require similar waivers by Subcontractors.

The County will procure such Builders Risk coverage in compliance with the above provisions, subject to information contained in Appendix 1, which shall be provided by Contractor following award of the bid.

#### **6. Professional Liability/Errors & Omissions Insurance (if applicable)**

All Contractors/Providers who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

#### **7. Cyber Insurance**

Provider shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Provider for claims, losses, liabilities, judgements, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Provider or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to Client, but in no event less than the following: \$3,000,000. This includes, but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Provider shall furnish Client, upon request, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Provider shall not cancel or reduce any such insurance without prior written consent of Client. Provider shall notify Client in writing within five business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

## 8. Contractors Pollution Liability (if applicable)

All Contractors who will perform environmental services (including but not limited to asbestos or lead abatement, testing or remediation) shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

## 9. Performance & Other Bonds

Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations.

Contractor shall furnish a Maintenance Bond in an amount equal to ten percent (10%) of the Contract including Change Orders. This Maintenance Bond shall be effective for a period of one (1) year following the date established by the certificate of Substantial Completion.

All Bonds shall be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act and the Surety's financial statement.

If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to County.

## General Insurance Provisions

All policies required hereunder other than Workers Compensation, Professional Liability, and Builders Risk shall name the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor/Provider or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the County.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Contractor/Provider. Contractor/Provider shall immediately forward any such notice to County.

Contractor/Provider shall furnish to County Certificates of Insurance prior to the start of work, evidencing that all requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required herein, including Additional Insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the Certificate. A renewal Certificate must be provided to County prior to the expiration date thereof.

## Subcontractor/Subconsultants

Contractor/Provider shall require each subcontractor or subconsultant to provide insurance as outlined above. Such policies shall name the County of Delaware and its departments, offices, and agencies; Contractor/Provider; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subcontractor/subconsultant. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Contractor/Provider shall be responsible for securing and maintaining certificates of insurance from all subcontractors/subconsultants evidencing the insurance coverages required herein.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for Contractor/Provider or its subcontractors/subconsultants. **Meeting these minimum requirements shall in no way limit or relieve the Contractor/Provider liability and obligations under any other provision of the Contract.** The Contractor/Provider shall acquire,

at its own expense, any other Additional Insurance coverage it deems necessary for the protection of its work under this contract.

### **Self-Insurance**

If Contractor/Provider maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Provider's most recent audited financial statement, must be provided to County for review and approval, such approval not to be unreasonably withheld.

If County grants such approval, Contractor/Provider understands and agrees that the County of Delaware, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor/Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

### **Non-Waiver of Indemnification**

The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications required of Contractor/Provider, nor to limit Contractor/Provider's liability under this contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor/Provider hereunder.

## CONFIDENTIALITY

The parties shall not use or disclose, to person or entity not a party to this contract, any information about a recipient of services to be provided under this agreement for any purpose not connected with the parties' contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian. Nothing herein shall limit the exchange of information between parties hereto to the extent that such an exchange would otherwise be permitted under the laws of the Commonwealth.

## APPENDIX G

**CLIENT APPEALS  
POLICY AND PROCEDURES  
DELAWARE COUNTY OFFICE OF BEHAVIORAL HEALTH  
ADULT & FAMILY SERVICES DIVISION**

All clients have the right to have their cases reviewed by the County and the State if they have been **denied assistance or terminated from services** and believe that the decision to deny or terminate was inappropriate. Adult & Family Services providers must comply with the appeal policies and procedures described and referenced herein to ensure that clients are afforded the opportunity to exercise this right.

For program components in which State funding from the Department of Human Services is used, the first level of appeal beyond the provider agency is the County; however, the client also has the right to appeal concurrently to the Department of Human Services, Office of Hearings and Appeals. For program components where federal funding is used, the first level of appeal is Department of Human Services' Office of Hearings and Appeals, P.O. Box 2675, Harrisburg, Pennsylvania 17105. Adult & Family Services will inform the provider if federal funds are included in their contractual agreement.

If Provider's contract contains an Appendix K, Funding Source Regulations, or Appendix O, County Contract with Funding Source, Provider is responsible for compliance with any additional appeal requirements contained therein.

Clients who appeal a service denial or termination may or may not have the right to receive services during the appeal process. Clients who have been denied a one-time service, such as rental assistance, are entitled to appeal the denial, but are not entitled to receive that same assistance during the appeal process. Clients determined at any time to be ineligible, abusive, or defiant can be terminated immediately from a program, but retain their right to appeal. Clients who receive notice of termination from their program or service for other reasons and file a timely appeal of the decision may continue to receive services during the appeal process. Providers are expected to follow the guidance within this Policy and Procedure, as well as funding source requirements when making decisions to deny or terminate service.

If Provider supplements the Adult & Family Services Policy and Procedures with further requirements, Adult & Family Services must approve said requirements before they can be applied to consumers served under this contract.

### **Responsibility to Inform**

Providers must:

1. Have a written appeals policy and procedure, which describes the availability and process of an appeal at the Provider, County and State levels.
2. Provide clients with a written description of their right to appeal and a description of the appeal levels and process during completion of their application and/or intake. Care must be taken to ensure that clients understand this information, after which clients must sign a statement that they have been notified of and understand their right.
3. Provide the following information in writing to clients who have been denied assistance or terminated from services:
  - Action being taken
  - Reason for the action
  - Effective date of the action

### **APPENDIX "J"**



- Availability of an appeals process at the County and State levels
4. Make every attempt to provide a warning or advance notice of termination and, when possible, assist in finding alternative services, including shelter or housing, if the client is homeless.

### **Appeal Procedures**

1. Upon client informing Provider of their decision to appeal, Provider must ensure that the client has the necessary forms to complete, and offer assistance in completing the forms, if necessary.
2. Client must submit completed appeal forms to the designated Provider representative within the required time period following receipt of termination notice.
3. The Provider will notify the Administrator or the Homeless Services Coordinator in the Department of Human Services, Adult & Family Services office within the required time period following receipt of the appeals form from the client.
4. The Adult & Family Services staff will be responsible for assembling the County Appeal Panel and scheduling the appeal meeting within the required time period following notification from the Provider. Adult & Family Services will notify the client in writing of the meeting date, offer the opportunity for the client to meet with the Appeal Panel and explain the meeting procedures.
5. At this time, the Adult & Family Services staff will request all relevant materials from the Provider. Materials will include, but not be limited to:
  - Appeal forms completed by client
  - Program handbook, policies, and procedures
  - Case file notes
  - Documentation of disciplinary actions taken, client responses and provider responses
  - Any other materials necessary to enable the Appeal Panel to be fully informed in preparation for the appeal meeting and appeal decision.
6. The Provider is responsible to provide all requested materials to the County within the required time period following request from the County.
7. The Appeal meeting must be scheduled within the required time period following receipt of the appeal request form from the Provider.
8. The County will notify the client in writing of the appeal date, the process for the meeting, and any additional information they will need.
9. Upon review of the materials submitted by the provider, any Appeal Panel member can request additional material, which will be distributed to all Panel members.
10. The County Review Panel will examine all relevant information prior to the Appeal Meeting.
11. The Appeal Panel must render a written decision to the client and Provider within the required time period following notice of appeal from the Provider.

### **County Appeal Panel**

The Adult & Family Services will establish a County Appeal Panel consisting of:

1. Administrator, Department of Human Services, Adult & Family Services
2. Homeless Services Coordinator or Homeless Services Program Manager
3. A management representative from Early Learning Resource Center – Region 15 or Office of Mental Health

### **County Appeal Meeting**

## **APPENDIX "J"**

The Homeless Services Coordinator or Homeless Services Program Manager is responsible for recording all pertinent notes and minutes of meetings and formally notifying appropriate parties in writing of any and all County Appeal Panel decision(s).

The County Appeal Panel may meet with the Provider's Program Director and appropriate staff to obtain information regarding the case.

After review of documentation and a meeting with the Provider, the County Appeal Panel will offer the client an opportunity to meet with the panel. The client will be able to explain their situation and present information. If the client wishes, they do not need to meet with the panel. The client may bring a support person to the meeting if they choose.

Once this is completed, the Appeal Panel will meet to discuss the appeal and vote on whether the appeal should be denied or approved.

### **County Appeal Decision**

A final decision will be presented to the client and to the Provider in writing within the required time frame after the appeal has been initiated.

If the County Appeal Panel rules that the client was denied services or terminated from services inappropriately, the client must be accepted or reinstated into the program (or into a similar program) immediately. In making a determination in favor of the client to be reinstated, the Appeal Panel may make service and program stipulations, which the client must follow upon their return to the program. If the client is reinstated and is not compliant with the terms of the reinstatement, the Provider can terminate immediately. In this event, the client is not entitled to a second appeal.

In making a decision to uphold the termination, the Appeal Panel may make other recommendations to the client for future service access.

In rendering the result of the County appeal to the client, the County will inform the client of their right to appeal the decision to the Department of Human Services.

The County and the Provider must insure that each client is advised of their right to appeal also to the Human Relations Committee if the client believes the denial of assistance is based on discrimination of race, color, religious creed, ancestry, national origin, sex, age or handicap.

The County will submit copies of both County and State level appeals at the time of resolution to the Pennsylvania Department of Human Services, or other entity as required by the funding source.

### **County Appeal Timeline**

With the exception of transitional housing programs, the maximum allowable time to complete the appeal process is thirty calendar days. Specific timelines will differ according to funding source requirements as contained in Appendix K or Appendix O, or the Adult & Family Services requirements contained in Appendix J, Attachment 1, if included.

## **APPENDIX "J"**

## County Appeal Timelines

### Emergency Shelter

The appeal process for clients residing in an emergency shelter program will be completed within fifteen business days. Termination notices issued to clients will allow fifteen business days before effective date of move-out. Clients who choose to appeal their termination will be entitled to receive shelter services during the appeal process.

The agency level appeal will be completed within the first eight business days and the County level appeal will be completed over days nine through fifteen. A two-day grace period will be available to the county in extenuating circumstances. The provider will agree to extend the client's shelter stay for the additional time.

Entity	Day	Action
Provider	0	Termination notice given to client.
	1-2	Client must submit notice to appeal
	8	Appeal meeting will be completed and decision provided to client.
County	9-10	Client must request county-level appeal.
	11	Provider submits all appeal materials to the county.
	15	Appeal meeting will be completed and decision provided to client and provider.

### Housing Programs

The local appeal process for clients residing in housing programs will be completed within twenty-five business days. Termination notices issued to clients will allow twenty-five business days for the appeal process, during which their services will continue without interruption. In addition, clients whose appeal is denied at the provider level and county level, if applicable, will receive continuing subsidy for the duration of the month in which the appeal decision is made and one full month immediately following the decision. This requirement is necessary in order for the client to give notice on their lease and locate alternative housing, or secure personal resources to replace the subsidy if they choose to remain on their lease.

Entity	Day	Action
Provider	0	Termination notice given to client.
	1-2	Client must submit notice to appeal
	9	Appeal meeting will be completed and decision provided to client.
County	10-11	Client must request county-level appeal.
	14	Provider submits all appeal materials to the county.
	25	Appeal meeting will be completed and decision provided to client and provider.

The agency level appeal will be completed within the first nine business days and the County level appeal will be completed over days ten through twenty-five. A two-day grace period will be available to the county in extenuating circumstances. The provider will agree to extend the client's housing stay for the additional time.

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX L

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing b. material change</p> <p><b>For Material Change Only:</b></p> <p>Year _____ Quarter _____ Date of last report _____</p>	
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>Prime _____ Subawardee Tier _____ (if known)</p> <p>Congressional District, if known _____</p>		<p><b>5. If Reporting entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description</b></p> <p>CFDA Number, if known _____</p>		
<p><b>8. Federal Action Number, if known</b></p>	<p><b>9. Award Amount, if known</b></p> <p>\$ _____</p>		
<p><b>10 a) Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b></p>	<p><b>10 b) Individuals Performing Services (including address if different from No. 10 a)(last name, first name, MI)</b></p>		
<p><b>11.</b></p>	<p>Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Section 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone #: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p><b>Authorized for Local Reproduction Standard Form-LLL</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## Board of Directors List

**Board Officers  
For  
Community Action Agency of Delaware County, Inc.**

**President**

Mr. John P. DiEnna, Jr.  
Executive Director  
Geothermal National & International Initiative Inc.  
P.O. Box 145  
Springfield, PA 19064

**Vice President**

Mark Schreiber  
County Savings Bank  
10 Powhattan Avenue  
Essington, PA 19029-1308

**Secretary/Treasurer**

Mr. Paul Durkin  
205 Pembroke Road  
Wallingford, PA 19086



**COMMUNITY ACTION AGENCY OF DELAWARE COUNTY, INC.  
BOARD OF DIRECTORS  
AS OF JANUARY 2024**

**Public Sector**

Councilwoman Christine A. Reuther  
Delaware County Council  
Delaware County Courthouse  
Media, PA 19063

Designated Delaware County Council  
Representative – Currently Open

Designated Delaware County Council  
Representative – Currently Open

Currently Open  
City of Chester  
36 E. 5<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Chester, PA 19013

Mayor Ed Brown  
Upper Darby Township  
Municipal Building  
Long Lane & Garrett Road  
Upper Darby, PA 19082

**Private Sector**

Mr. John P. DiEnna, Jr.  
Executive Director  
Geothermal National & Int. Initiative Inc.  
P.O. Box 145  
Springfield, PA 19064

Mark Schreiber  
County Savings Bank  
10 Powhattan Avenue  
Essington, PA 19029-1308

Karen Kozachyn  
Dean  
Delaware County Community College  
901 South Media Line Road  
Media, PA 19063

Ralph Cicalese  
Senior Vice President  
WSFS Bank  
724 West Lancaster Avenue  
Wayne, PA 19087

Board Member Emeritus  
Mr. Albert J. Melfi, Jr.  
Beneficial Bank  
521 E. Baltimore Pike  
Media, PA 19063

**Client Sector****District I**

Nolan Woodland  
1306 Crosby St.  
Chester, PA 19013

**District II**

Kathleen G. Dawson

**District III**

Ms. Diane Simon  
4201 Somerset Lane  
Upper Chichester, PA 19061

**District IV**

Mr. Paul Durkin  
205 Pembroke Road  
Wallingford, PA 19086

**District V**

Edward Hastings  
Direct, Graduate Prog., Theology & Ministry  
St. Augustine Center, Liberal Arts Rm. 240  
800 Lancaster Ave.  
Villanova, PA 19085

**Shelter Board**  
**January 2024**

President

Edward T. Coleman  
Chief Executive Officer  
Community Action Agency of Delaware County, Inc.  
1414 Meetinghouse Road  
Boothwyn, PA 19061

Vice President

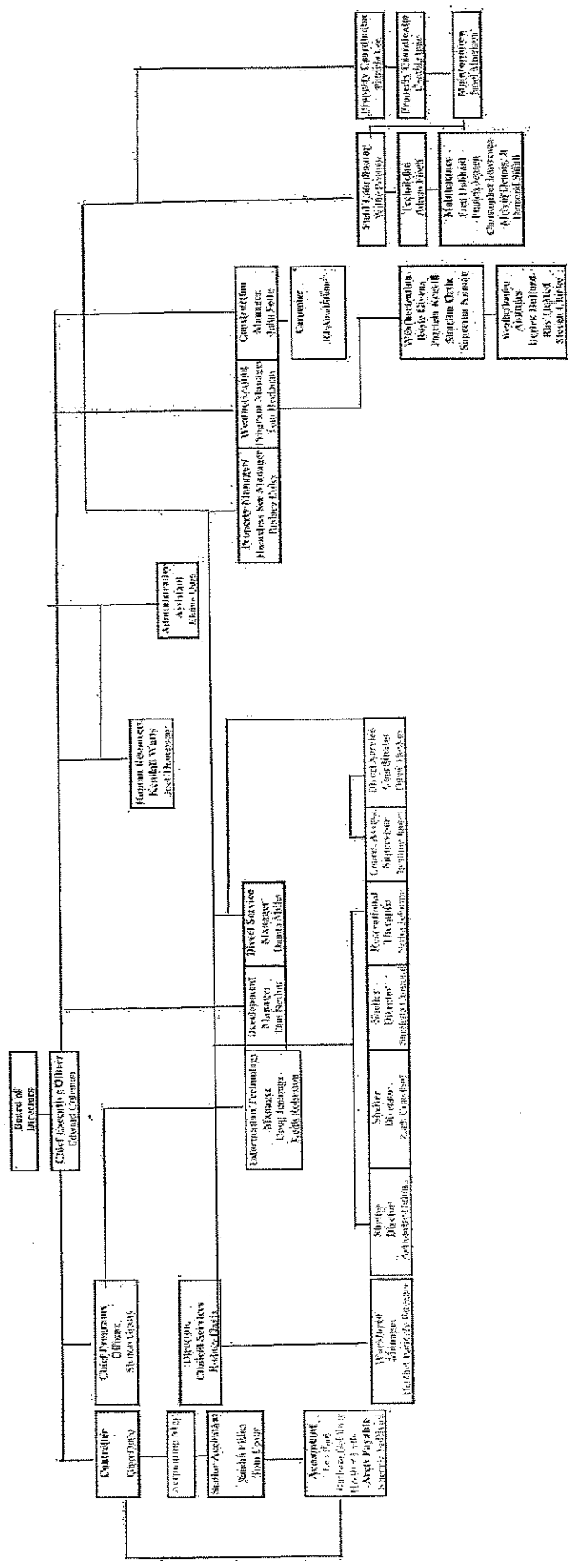
Kathleen G. Dawson

Treasurer/Secretary

William J. Tyson  
Penn State Brandywine  
25 Yearsley Mill Road  
Media, PA 19063

## Organizational Chart

Continuity Act/oe Agency of Delaware County, Inc.  
Management Chart

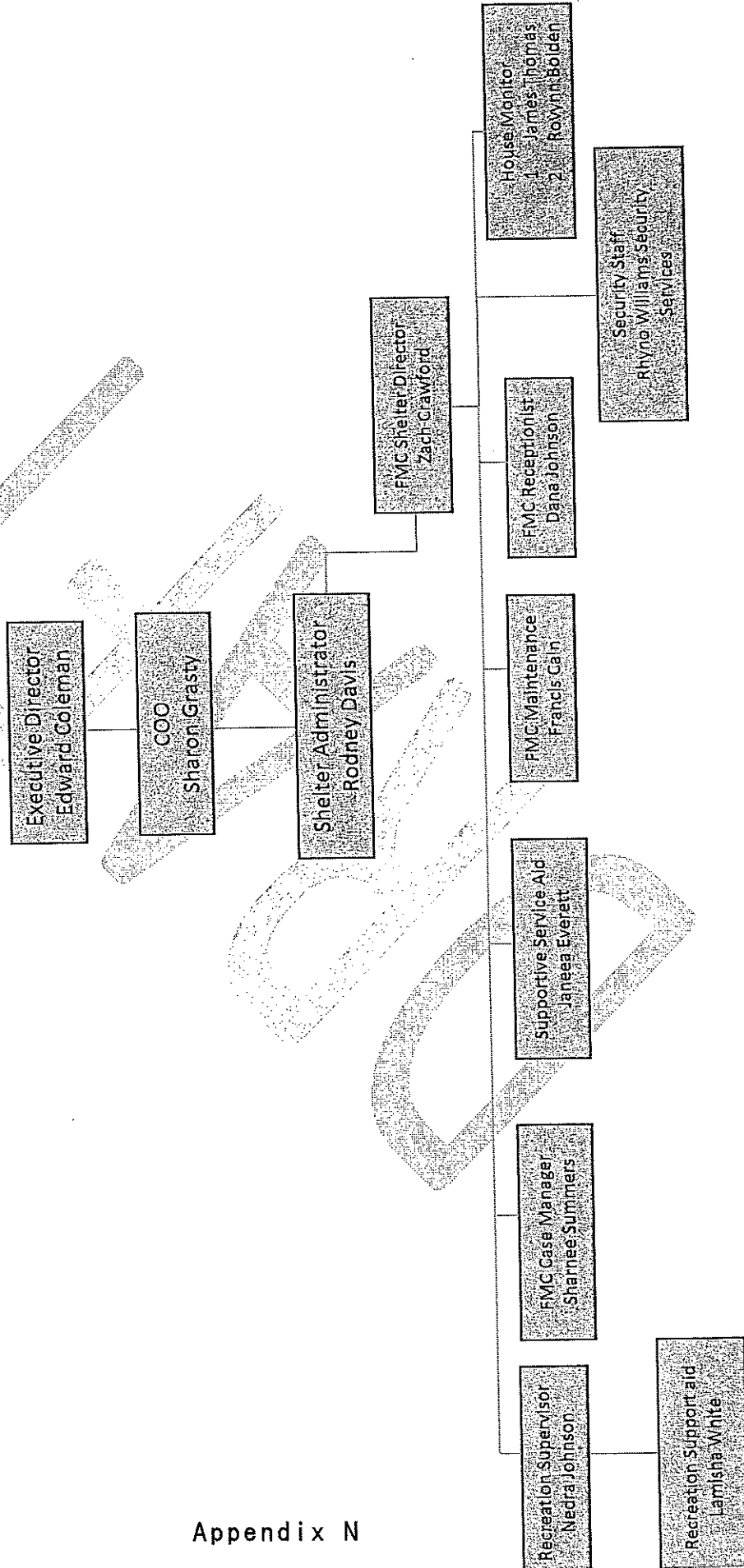


Appendix N





# Family Management Center Organizational Chart



## County Contract with Funding Source





January 16, 2024

County of Delaware  
 20 South 69th Street, 4th Floor  
 Upper Darby PA 19082

RE: Notice of Conditional Award  
Home4Good Program

Dear Grantee:

Congratulations! The PENNSYLVANIA HOUSING FINANCE AGENCY ("PHFA" or the "Grantor") is pleased to inform you that COUNTY OF DELAWARE has been approved to receive a conditional award of Home4Good ("H4G" or "Program") funds:

PHFA has reserved an amount not to exceed **ONE HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$179,000)** ("the Grant") in H4G funds to COUNTY OF DELAWARE ("Grantee") to support efforts related to the 2023 program activities (defined in paragraph 4) (the "Project").

This Conditional Award is based on Grantee's Home4Good Continuum of Care Block Grant Application (the "Application") submitted to PHFA (as amended by this award), which is attached hereto as Exhibit A and incorporated herein by this reference. The Grantee will use the Grant only for eligible costs as outlined in the approved Application.

The Grant will at all times be subject to the availability of H4G funds and to all of the restrictions and Program requirements applicable to H4G, as may be amended and supplemented from time to time. This conditional commitment to provide the Grant is subject to certain conditions, some of which are described below. Reference must be made to the Grant Agreement in which the applicable H4G Program requirements are contained and incorporated herein by reference, and to applicable provisions of state law as described therein. The documents evidencing the Grant will be in the form prescribed by the Grantor as outlined in the Closing Index attached hereto as Exhibit B and incorporated herein by this reference. Please note that the Closing Index may be revised from time to time.

Grantee understands and acknowledges that it may receive certain logistical and/or technical support from financial institution Members of Federal Home Loan Bank Pittsburgh ("Members") in connection with the performance or fulfillment of the activities outlined in the funding proposal. Members shall be under and incur no obligation to provide any funding or other support to the Project.

**1. GRANTEE**

By executing this Notice of Conditional Award ("Conditional Award Notice"), Grantee is certifying that it is fully authorized by its board and by its members (or other governing body) to undertake the Project and is in good standing with the federal government and the Commonwealth of Pennsylvania, and its designated contact as indicated in the Application. Grantee shall, at all times, remain responsible to Grantor for compliance with all terms and conditions contained herein.

In the event that Grantee enters into subcontracts and engages any third party vendors or providers in connection with the performance or fulfillment of the actions or activities identified in Exhibit A, Grantee shall provide a list to the Grantor identifying such contractors and third party vendors or providers ("Vendors"). Grantee shall ensure that such Vendors are qualified and financially capable of fulfilling their contracts, and shall require all such Vendors to abide by all of the applicable requirements set forth in this Conditional Award Notice, the Grant Agreement and any other agreements entered into pursuant to the H4G Program, as well as any applicable state or federal law or regulation.

**2. DEADLINES**

Within fourteen (14) calendar days of the date of this Conditional Award Notice, Grantee must submit the executed Conditional Award Notice to PHFA, as administrator of the Grant. A fully executed Grant Agreement must be submitted to PHFA within sixty (60) days of the date of this Conditional Award Notice.

Grantee certifies that there are no known impediments to completing the Project within the timeline established for the H4G Program (12 months from the date of initial funding). Any funds not disbursed for qualified activities within this Program timeframe may be recaptured.

**3. THE GRANT: AMOUNT AND CONDITIONS**

A. Amount—Subject to the terms and conditions contained herein and in the Grant Agreement, the Grantor agrees to provide Grantee the Grant.

Grantor may adjust the amount of the Grant at its discretion, at any time. Funds shall be allocated to the Grantee identified in this Conditional Award Notice to fulfill the objectives identified in Exhibit A.

B. Disbursement—Funds shall be disbursed to the Grantee only for deposit in a federally insured depository for the purposes of the Project.

C. Grant Recapture—Grantor may seek to recapture all or a portion of the Grant if Grantee is not compliant with the terms and conditions of this Conditional Award Notice or the Grant Agreement (collectively, the "Grant Documents") at any time throughout the Term (as defined in the Grant Agreement).

Repayment of the Grant will be required in the event of noncompliance with the terms and conditions of the Grant Documents at any time throughout the Term (as defined in the Grant Agreement). Failure to abide by any of the terms contained in any of the Grant Documents may affect future awards to Grantee under this or other programs administered by the Grantor.

#### 4. GRANT REQUIREMENTS

A. Purpose – In accordance with the H4G Program, Grantee may only use the Grant for one or more of the following purposes: to provide eviction prevention and homeless diversion support including providing security deposits, rent and/or utility assistance; landlord engagement and outreach to increase the availability of affordable rental units; supportive services to households experiencing homelessness, which includes screening and intake completed through the Coordinated Entry process, as well as employment assistance (skill development, job training, etc.) and recovery support for individuals and families; transitional housing to facilitate the movement of individuals and families to permanent housing; rapid re-housing that provides long-term housing coupled with supportive services; system enhancements and expenses related to the Pennsylvania Homeless Management Information System (PA HMIS) to increase capacity, expand services, and/or improve the ability to serve; or to increase capacity, expand services, and/or improve the ability to serve; or to support efforts to assist homeless residents and to address the needs of Pennsylvania households in immediate danger of becoming homeless or to otherwise meet the resulting challenges and help alleviate burdens faced by communities (the "Project"). It has been determined that Grantee has identified projects or programs which may qualify for the receipt of H4G funds, subject to final approval by Grantor. Should that determination change, the Grantor may recapture funds.

Grantee must utilize and/or distribute H4G funds in a manner that is both diverse and equitable such that implementation of Program funds benefit families and individuals in a manner that is appropriate for the demographic makeup of the geographic area served by Grantee.

In addition, Grantee agrees to practice the principles of equal employment opportunity and non-discrimination in all their business activities. In addition, Grantee agrees to include this clause in each subcontract it enters into for services or goods pursuant to this Agreement.

B. Qualified Region – The Grantee must utilize Grant funds in the Commonwealth.

C. Administrative Fees – Grantee shall not use more than five percent (5%) of the Grant for administrative costs and purposes.

D. Reporting and Recordkeeping – On or before March 31, 2024 and September 30, 2024, and on a semiannual basis thereafter on or before March 31 and September 30, Grantee shall supply a report, which shall include, but is not limited to a description and data regarding key performance measures and an evaluation of Project in accordance with the Semiannual Reporting Form appended hereto as Exhibit C. As further described in the Grant Agreement, Grantee and any Project shall comply with Grantor's reporting and record keeping requirements.

E. Audit – The Grantee is subject to the audit requirements set forth in the Grant Agreement.

#### 5. EXCULPATORY CLAUSE

No member, officer, agent or employee of PHFA or the Federal Home Loan Bank Pittsburgh ("FHLBank Pittsburgh") shall be personally liable for any matter arising out of or connected with this Conditional Award Notice or the H4G Program and neither PHFA nor FHLBank Pittsburgh shall be responsible for excess costs or fees incurred either before or after execution of the Grant Documents by Grantee.

2023 Notice of Conditional Award  
 January 16, 2024  
 Page 4

## 6. TERMINATION, BREACH OF COMMITMENT

A. Grantor may rescind the conditional award of Grant funds if:

(i) Grantee fails to comply with the terms, conditions and deadlines identified in this Conditional Award Notice; or

(ii) Grantee fails to provide documentation, lists, reports or any other documentation as may be required by Grantor; or

(iii) Grantee materially misrepresents or fails to disclose to Grantor (or it is discovered that Grantee has misrepresented or failed to disclose) any facts, information or data in connection with H4G activity, which, Grantor, in their sole judgment, determine may adversely affect their interests in the Project;

(iv) Grantor decides to amend, modify, discontinue this Program or the Project for any reason.

B. In the event that Grantor rescinds the conditional award of Grant funds, Grantee does hereby release and discharge PHFA and FHLBank Pittsburgh, their successors and assigns, from any and all claims, liabilities, damages or judgments in law or equity, pertaining to the Program or arising out of participation in the Program against either PHFA or FHLBank Pittsburgh.

## 7. CERTAIN LEGAL AND REGULATORY ASSURANCES

Grantee certifies by accepting this Conditional Award Notice that it neither knows nor has reason to know of any legal, regulatory, or administrative action pending or threatened against it or its principals which in any way affect or threaten to affect its financial condition, good standing under any federal or state program or corporate authority, or its eligibility to participate in this Program. Grantee, its employees, officials and members have no conflicts of interest relating to the Program.

Grantee agrees to notify Grantor of any facts or circumstances which arise hereafter or which have given rise to any legal, regulatory or administrative action which may prevent or impede Grantee from commencing or completing the Project or expending Program funds in a timely and thorough fashion or otherwise participating in the H4G Program.

Grantee certifies that it will ensure compliance with all applicable federal and state laws, including without limitation, fair housing, fair labor standards, nondiscrimination in its hiring, employment and operations.

## 8. AMENDMENTS

This Conditional Award Notice may be amended in writing in the sole discretion of PHFA. The terms and conditions of this Conditional Award Notice shall survive the execution of the Grant Agreement and become an integral part thereof by reference.

## 9. SIGNATURES

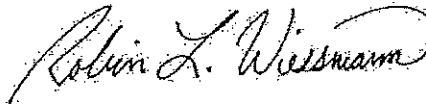
This document may be executed in counterparts and shall have the same effect and validity as if each party executed the same document.

Upon execution of this letter, please submit all required documents via email to Allison Hutchings at [ahutchings@phfa.org](mailto:ahutchings@phfa.org).

2023 Notice of Conditional Award  
January 16, 2024  
Page 5.

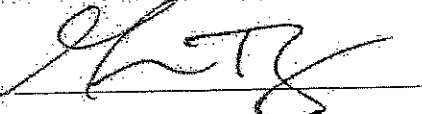
Please also feel free to contact Amy Sechrist at asechrist@phfa.org if you have any questions about the H4G Program or the required submission deadlines and Program time frames.

Sincerely,



Robin L. Wiessmann  
Executive Director & CEO

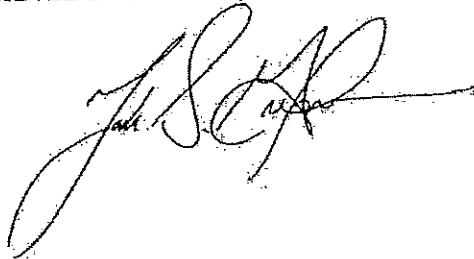
ACKNOWLEDGED AND ACCEPTED:

By: 

Title: County Council Chair

Date: 2/7/2024

APPROVED FOR FORM AND LEGALITY



By: Jada S. Greenhowe  
Counsel  
Pennsylvania Housing Finance Agency

- Enclosures (as applicable):
- Exhibit A - Approved Application
- Exhibit B - Closing Index
- Exhibit C - Semiannual Reporting Form

(Issued Jan 2024)

2023 HomeGood: Please complete the below chart to indicate how you propose to allocate the 2023 HomeGood funds and return to FHLBank Pittsburgh and Pennsylvania Housing Finance Agency (PHFA) by July 31, 2023.

Continuum of Care: Upper Darby, Chester, Haverford/Delaware County CoC  
 Name of CoC Representative: Jessica Fink  
 Email of CoC Representative: [JFink@fhlbankpa.org](mailto:JFink@fhlbankpa.org)  
 Phone: 484-683-5007  
 Other Contacts (if Applicable):  
 Dr. Monica Taylor [TaylorM@delawarecounty.org](mailto:TaylorM@delawarecounty.org)  
 Robert Feldman [RFeldman@delawarecounty.org](mailto:RFeldman@delawarecounty.org)

Instructions to Complete Chart:  
 1. Your CoC's allocation amount has been prepopulated by FHLBank Pittsburgh and PHFA. Requested projects must match allocation.  
 2. Complete the list below with your CoC's proposed projects. New for 2023, unknown Service Providers and/or unknown Program Activities are not permitted.  
 3. FHLBank will use the Worksheet of Projects to seek FHLBank Member Co-Applicant support for each project.  
 4. 2023 HomeGood funds cannot be used for development hard costs (costs associated with real estate, construction/rehabilitation, etc.) Rent subsidies are permitted.  
 5. Your CoC's 5% Administration Fee has been included in the grid below. You can choose to reduce or eliminate the fee.  
 6. Add more rows to the grid below if necessary. This document does not need to be signed.  
 7. Complete the 2023 CoC Block Grant Application (BGA) and 2023 Worksheet of Projects (Excel) and email both documents to [homegood@fhl-bp.com](mailto:homegood@fhl-bp.com) and [homegood@phfa.org](mailto:homegood@phfa.org) by July 31, 2023.

Project List							Amount
Service Provider	Project Name	Program Activity (i.e. Rapid Re-Housing, Prevention, etc.)	Geographic Service Area - List Specific City, Town or County(ies) *Exclude abbreviations and regions. (i.e. "Western PA") Allegheny and Westmoreland Counties	Expected # Individuals Served	Brief Description of Program Activity (1-3 sentences) *Description should include specific	Brief Description of how funds will be used within 12 months of approval	Amount
EXAMPLE: Main Street Housing, Inc.	Main Street Family Program	Rapid Re-Housing	Allegheny and Westmoreland Counties	25	Project will provide financial support for 10 families with children experiencing homelessness by providing them with stable housing. Families will receive supportive services for a minimum of 12 months.	Families have already been identified and the financial assistance will be provided as soon as the HomeGood funds become available to Main Street Housing, Inc.	\$ 5,000.00
Community Action Agency of Delaware County	Rent Assistance	Prevention	Delaware County	36	Funds will be used to assist 12 households with an average of three persons per household with rental arrears or move in costs such as first, last and security.	Homeless and near homeless persons present daily to CAADC for rent assistance. Funds for rent assistance have been limited.	\$ 21,350.00
Foundation for Delaware County	Housing Choice Voucher Expansion Project	Landlord Engagement	Delaware County	30	Funds will be used to assist 10 households with an average of three persons per household with incentivizing landlords to contract with homeless families outside the traditional voucher hot zones and increase the units participating in an affordable housing program. Landlord would receive part of incentive in two disbursements.	Vouchers will be secured prior to the grant year start. Outreach efforts in new landlords is currently underway to establish a landlord database, and eligible households will be identified.	\$ 20,000.00
Health, Education, and Legal Assistance Project: A SOAR (Self-Sufficiency Outreach, Access and Recovery) Program		Income Supportive Services	Delaware County	60	Program will assist persons with disabilities who are homeless or at risk of homelessness with accessing critical income support. Successful application for SSI/SSDI increases more stable housing opportunities for the entire household. Twenty households with an average of three persons per household to be served.	Households will be identified at Coordinated Entry (intake to services), shelter review meetings and outreach encounters. A weekly report will be run to identify persons newly added to the Homeless Management Information System who report having a disability but no SSI/SSDI has been identified. Staff will attend quarterly Continuum of Care meetings to educate agencies about how SOAR works and to assist with identifying potential applicants.	\$ 98,700.00
Community Action Agency of Delaware County	SEPTA Passes	Transportation	Delaware County	2500	Funds will be used to provide 2500 - two (2) SEPTA passes to allow participants to search for employment, housing and attend medical appointments	SEPTA passes will be bulk purchased and distributed to Delaware County homeless providers for distribution to homeless persons. CAADC will require recipient agencies to sign for the passes they receive and to provide reporting data.	\$ 10,000.00
Community Action Agency of Delaware County	Furniture Assistance	Housing Supports	Delaware County	30	Funding will permit 10 Households with an average of three persons, moving into housing from shelter, the ability to obtain beds, dressers, kitchen table/chairs and a couch.	A minimum of ten households exit the live shelters to housing each month.	\$ 20,000.00
<p>5% Admin. Fee (CoCs may elect to reduce or eliminate fee)</p> <p>Total Amount: \$ 135,050.00</p> <p>Amount Allocated to CoC: \$ 275,000.00</p> <p>Difference (should be \$0 once complete): \$ 140,000.00</p>							

Please Note: FHLBank Pittsburgh and PHFA will have final approval authority of all projects that are submitted and may require changes to the above. In order to receive HomeGood funding, projects must be supported by an FHLBank Pittsburgh member institution. FHLBank Pittsburgh will seek FHLBank Member support of all projects and notify my CoC if further action is required.

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
APPENDIX U  
AUDIT REQUIREMENTS**

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APPENDIX U

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
APPENDIX U  
AUDIT REQUIREMENTS FOR SUBRECIPIENT ORGANIZATIONS**

**U-I OVERVIEW**

**Introduction**

The purpose of Appendix U is to set forth audit guidance for provider organizations receiving financial assistance from the Delaware County Department of Human Services (County) either directly or as a subrecipient of a pass-through award. This audit guidance is applicable to the following Delaware County Human Services programs:

- Mental Health
- Intellectual and Developmental Disabilities
- Early Intervention
- Drug and Alcohol
- Adult and Family Services
- Child Welfare

Depending on the type and amount of funding received, an audit of the financial assistance provided in connection with the County contract may be required. Awards received from the County may include federal, state, or county financial assistance. In addition to Federal audit requirements, the Commonwealth of Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP) have unique audit requirements which need to be considered in the determination of audit compliance.

**Any pass-through of federal awards is required to be reported by subrecipients on the same basis as is required for federal financial assistance received directly from a federal awarding agency.**

The County is responsible for ensuring that the financial statements of its subrecipients are appropriately audited in accordance with *Government Auditing Standards* (the Yellow Book), applicable program requirements and contract provisions, and, when appropriate, the Single Audit Act Amendments of 1996, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) of the Office of Management and Budget (OMB), the Pennsylvania Department of Human Services Single Audit Supplement, and the Pennsylvania Department of Drug and Alcohol audit guidelines.

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## Obtaining an Engagement Letter

For all audits performed in accordance with the provisions of Appendix U, the subrecipient organization must have executed a written engagement letter with its independent auditor establishing an understanding about the services to be performed. The engagement letter should specify the responsibilities of both the subrecipient organization and the auditor and the objectives and scope of the engagement.

## Interpretation of Appendix U

Any questions pertaining to Appendix U should be referred to:

Human Services Accountant  
 Department of Human Services  
 20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
 Upper Darby, PA 19082  
 Phone No.: 610-713-2115  
 Fax No.: 610-713-2326

## Auditor Independence

Subrecipient organizations shall ensure that the audit organization and the auditors performing the audit work are independent of mind as well as in appearance. It is crucial that the audit organization and the audit team act with integrity and exercise objectivity and professional skepticism.

## Audit Objectives

The audit must be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAGAS or Yellow Book), issued by the Comptroller General of the United States. A Yellow Book audit can be required by law, regulation, agreement, contract, or policy. The most common Yellow Book audits are those required as part of a Single Audit performed under Subpart F of the Uniform Guidance, which supersedes OMB Circular A-133 audit requirements. A Single Audit is required if the organization expends more than a specified amount of federal awards. Another common way an organization may be subject to the Yellow Book requirements is because of provisions included in grant agreements or contracts regardless of the amount of federal awards expended. The Yellow Book incorporates GAAS. Thus, performing a financial audit requires auditing the financial statements in accordance with GAAS, as well as following the additional general, field work, and reporting standards contained in *Government Auditing Standards*. This includes testing and reporting on compliance with laws, regulations, and provisions of contracts or grant agreements for which noncompliance would be

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material to the financial statements. An audit of financial statements in accordance with the Yellow Book may include additional reporting and documentation responsibilities.

The subrecipient organization may satisfy the audit requirements of this contract by obtaining a Single Audit in accordance with the provisions of Subpart F of the Uniform Guidance. Either a Program Specific Audit or an organization-wide Single Audit, performed in accordance with applicable federal, state and county requirements, may be acceptable. In some instances, the auditee may elect to have a series of audits covering departments, agencies, or other organizational units that expended or otherwise administered federal awards, providing that each such audit encompasses the necessary financial reporting requirements for each such department, agency, or other organizational unit.

*The subrecipient organization's audited financial report is utilized by the County to meet its responsibilities in overseeing its programs and assuring the integrity of funds expended. Upon completion of the audit, the supporting audit workpapers shall be made available, upon request, in connection with a quality review, to resolve any audit findings or to carry out oversight responsibilities.*

### **Audit Reporting Package Submission**

The County requests that one copy of the audit reporting package conforming to this Appendix U be delivered to the County at the following address:

Human Services Accountant  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, Pennsylvania 19082

The audit reporting package submission date is 30 days after completion of the audit, but in any event, not later than 9 months after the end of the audit period. However, earlier submission to the County is encouraged.

### **Extension of Submission Date for Audit Reporting Package**

If it is determined that the audit reporting package cannot be submitted to the County before the due date, a written request for extension must be made by submission of Exhibit C to the County. The request must be received by the County at least 2 weeks prior to the due date.

The County may impose sanctions whenever the audit package is not timely submitted and an extension request has not been granted.

#### **APPENDIX U**

## **Allocations of Indirect Costs**

Indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective or not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved. Indirect costs can be allocated on an individual line-item basis or collected in an expense pool and allocated in total, utilizing an appropriate base on which to allocate the indirect expenses. In order to achieve equitable cost allocation, a plan must be established to define which costs are to be charged directly and which costs are to be treated as common or indirect costs.

If indirect costs are allocated, then the auditor has responsibility concerning the reasonableness of the allocation. The main purpose in allocating indirect costs is to ensure that each program bears its fair share of costs compared to other programs. Indirect costs are charged by way of a cost allocation plan. The cost allocation plan should ensure that:

- Costs are consistent and logical;
- The allocation includes only costs incurred for a common or joint purpose that benefit more than one program and are not readily assignable to one program;
- Each program bears its fair share of costs compared to other programs;
- Indirect costs are not charged as both direct and indirect costs; and
- The same indirect costs are not being charged to different programs.

## **Retained Revenue**

Delaware County Human Services programs may approve retained revenue allowances by subrecipients by specifically including special retained revenue provisions in the contract. In no case will retained revenue allowances exceed 3% of the total gross revenues applicable to any contract funding representing pass-through funding from Pennsylvania Department of Human Services.

## **Fraud and Illegal Acts**

If fraud or illegal acts are discovered, the auditor should notify the primary executive officer of the subrecipient organization. The subrecipient organization should then promptly notify the County. If the subrecipient's primary executive officer is in any way involved with the acts, the auditor should then notify the County directly. The County will, in turn, take the matter to the funding agency. There is no level of materiality to be considered when reporting fraud or illegal acts.

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## **Additional Audit Provisions**

Subrecipient organizations can be required to have audits by contract or other means, even when the audit would not be required by law.

The County, federal, and state agencies, or their authorized representatives, reserve the right to perform additional audits of a financial and/or performance nature, if deemed necessary in carrying out their program administration and monitoring responsibilities. Any such additional work may rely on the work already performed by the Subrecipient's auditor, and the costs for any additional work performed will be borne by those agencies at no additional expense to the Subrecipient. A federal awarding agency may request that a specific federal program be audited as a major program in lieu of the federal awarding agency conducting or arranging for additional audits.

If it is decided by the County that an audit of this contract will be performed, the Subrecipient will be given advance notice. The Subrecipient shall maintain books, records, and documents that support the services provided, that the fees retained are in accordance with the contract, and that the Subrecipient has complied with the contract terms and conditions. The Subrecipient agrees to make available, upon reasonable notice, at the office of the Subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Appendix U, all books, records, and documents for inspection, audit, or reproduction by the County or a state or federal agency or their authorized representative.

Audit working papers and audit reports must be retained by the Subrecipient's auditor for a minimum of three years from the date of issuance of the audit report, unless the Subrecipient or the Subrecipient's auditor is notified in writing by the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the County, to extend the retention period. The term "cognizant agency" means any Federal or State agency that has the primary audit or oversight responsibility for a particular contractor or grantee. Audit working papers must be made available, upon request, to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect costs, a federal agency, General Accounting Office, the County or its designee at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities. Access to audit documentation includes the right to obtain copies of audit documentation, as is reasonable and necessary.

The Subrecipient shall preserve all books, records, and documents related to the program year for at least three years from the contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the grantor or pass-through agency, or as required by applicable federal laws and regulations, whichever is longer. If the program contract is completely or partially terminated,

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the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

### **Special Purpose Reports**

The County may require the subrecipient organization or its auditor to issue other reports in addition to those reports addressed in Appendix U. Special Purpose Reports will generally be referenced in the contract.

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## U-II GENERAL AUDIT REQUIREMENTS

### A. Federally Mandated Audit Requirements

#### Subpart F

The subrecipient organization must comply with all federal, state, and county audit requirements including the *Single Audit Act*, as amended, Subpart F of the Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, state audit supplements and audit requirements, other applicable laws or regulations, and any amendments to such other applicable laws or regulations which may be enacted or promulgated by federal, state, or local government.

#### Local Governments or Non-Profit Organizations

If the subrecipient organization expends total federal awards of \$750,000 or more (from all funding sources) during its fiscal year, either directly from the federal government or indirectly from a recipient of federal funds, the subrecipient organization is required to have a Single Audit or Program Specific Audit performed in accordance with the provisions of Subpart F of the Uniform Guidance.

If the subrecipient organization expends total federal awards of less than \$750,000 (from all funding sources) during its fiscal year, it is exempt from these audit requirements. However, it is required to maintain auditable records of federal, state, and local funds that supplement such awards, and to provide access to such records by federal, state, and local agencies or their designees for a period of at least 5 years after the report release date or for any additional period requested. An organization expending less than \$750,000 in federal funds may nevertheless be subject to audit requirements specific to the programs from which they receive funds.

#### For-Profit Organizations

The Uniform Guidance applies primarily to state and local governments, Indian tribes, institutions of higher education and nonprofit organizations that carry out a federal award as a recipient or subrecipient. However, a subrecipient organization is not exempt from reporting requirements on the basis that it is a for-profit entity. Where funding has been passed through to a for-profit subrecipient, the primary recipient or subrecipient must ensure compliance with applicable laws and regulations. This can be accomplished through pre-award audits, monitoring and post-award audits. Specific audit requirements may also be included in the contract with the for-profit recipient. In some cases, program-specific audits may be required.

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## **B. Federal Expenditures Notification**

Subrecipient organizations receiving funding from the Delaware County Department of Human Services are required to provide the County with notification regarding federal expenditures. The purpose of this notification is to determine which of the County's subrecipient organizations has met the Uniform Guidance Single Audit threshold. The notification is to be completed and forwarded to the Delaware County Department of Human Services within 45 days after the subrecipient's fiscal year end. The schedule format appears as Exhibit B on page 17 of this Appendix U. Subrecipient organizations not meeting the Single Audit threshold are required to provide the County with certain information described on page 2 of Exhibit B.

## **C. Types of Federal Audits**

### **1. Single Audits Performed Under the Uniform Guidance**

**General:** The Single Audit shall be conducted in accordance with GAGAS/Yellow Book. The audit shall cover the entire operations of the auditee or at the option of the auditee, a series of audits that cover departments, agencies, and other organizational units which expended, or otherwise administered, federal awards during the fiscal year. Each such audit shall encompass the financial statements and Schedule of Expenditures of Federal Awards. The audited financial statements and the Schedule of Expenditures of Federal Awards shall be presented for the same fiscal year.

**Financial Statements:** The auditor shall determine whether the financial statements of the auditee are presented fairly in all material respects in conformity with U.S. generally accepted accounting principles. The auditor shall also determine whether the Schedule of Expenditures of Federal Awards is presented fairly in all material respects in relation to the auditee's financial statements taken as a whole.

**Other Reports:** The auditor shall issue a Yellow Book report on internal control over financial reporting and on compliance and other matters and a Single Audit report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance.

**Audit Follow-up:** The auditor shall follow-up on prior audit findings, perform procedures to assess the reasonableness of the Summary Schedule of Prior Audit Findings prepared by the auditee, and report, as a current year audit finding, if it is concluded that the Summary Schedule of Prior Audit Findings materially misrepresents the status of any prior year finding. The auditor shall perform audit follow-up procedures, regardless of whether a prior audit finding relates to a major program, in the current year.

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### Single Audit Reporting Package Requirements Checklist:

- Financial statements that reflect financial position, results of operations, or changes in net assets and, when appropriate, cash flows for the fiscal year.
- Schedule of Expenditures of federal, state & local awards for the period covered by the financial statements.
- Summary schedule of prior audit findings
- The auditor's opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.
- A report on internal control over financial reporting and compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs.
- A report on compliance for each major program and on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or modified opinion as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs.
- A schedule of findings and questioned costs which must include the following three components:
  - (1) A summary of the auditor's results, which must include:
    - (i) The type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
    - (ii) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control were disclosed by the audit of the financial statements;
    - (iii) A statement as to whether the audit disclosed any noncompliance that is material to the financial statements of the auditee;

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- (iv) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control over major programs were disclosed by the audit;
  - (v) The type of report the auditor issued on compliance for major programs (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
  - (vi) A statement as to whether the audit disclosed any audit findings that the auditor is required to report;
  - (vii) An identification of each individual major program, or in the case of a cluster of programs, the cluster name as shown on the Schedule of Expenditures of Federal Awards;
  - (viii) The dollar threshold used to distinguish between Type A and Type B programs; and
  - (ix) A statement as to whether the auditee qualified as a low-risk auditee under the criteria for a low-risk auditee.
- (2) Findings relating to the financial statements which are required to be reported in accordance with GAGAS.
- (3) Findings and questioned costs for Federal awards.
- (i) Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) that relate to the same issue should be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.
  - (ii) Audit findings that relate to both the financial statements and Federal awards should be reported in both sections of the schedule.
- Corrective action plan on all current year findings and a summary schedule of prior audit findings. When audit findings were not corrected or only partially corrected, the summary schedule must describe the reasons for the finding's recurrence and planned corrective action.
  - Data Collection Form stating whether the audit was completed in accordance with the standards for the audit of non-federal entities expending federal awards. The Data Collection Form also provides information about the auditee, its federal programs, and the results of the audit.
  - Management Letter issued by the auditor.
  - Delaware County Supplemental Schedule and related report (Appendix U -Exhibit A).

## APPENDIX U

## 2. Program Specific Audits Performed Under the Uniform Guidance

A subrecipient that expends \$750,000 in federal awards in any year may elect to have a Program Specific Audit, an audit of one federal program, rather than a Single Audit, if the subrecipient expends its federal awards under only one program (CFDA No.), excluding research and development, and that federal program's laws, regulations, or grant requirements do not require a financial statement audit of the entity.

Some federal assistance programs make available a Program Specific Audit Guide. If such a guide exists, it must be followed. A Program Specific Audit Guide provides specific guidance with respect to internal control, compliance requirements, suggested audit procedures, and audit reporting requirements. A listing of current program-specific audit guides can be found in the compliance supplement, including federal awarding agency contact information and a web site where a copy of the guide can be obtained. The auditor shall follow GAGAS/Yellow Book and the audit guide when performing a Program Specific Audit.

In those instances where a Federal Program Specific Audit Guide is available, the audit reporting package for a Program Specific Audit may be different and should be prepared in accordance with the audit guide. If a guide does not exist, the same basic responsibilities exist for the federal program as they would for an audit of a major program in a Single Audit.

The auditor must perform an audit of the financial statement(s) for the federal program in accordance with GAGAS/Yellow Book, must obtain an understanding of the subrecipient's internal control, and must perform tests of internal control as would be required for a major program. Also, the auditor must determine whether the auditee has complied with laws, regulations, and the provision of the grant agreements that could have a direct and material effect on the program as would be required for a major program, follow-up on prior year findings, and report any current year findings.

Program Specific Audit Reporting Package Checklist (when an audit guide is not available):

### The Auditee Responsibilities

- Financial statements for the federal program that include, at a minimum, a schedule of federal expenditures of federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule.
- Summary schedule of prior audit findings.
- Audit findings follow-up.

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- Corrective action plan.

The Auditor Responsibilities

- Perform an audit in accordance with GAGAS.
- Obtain an understanding of internal controls and perform tests of internal controls over the federal program.
- Perform procedures to determine that the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on the federal program.
- Follow up on prior audit findings and perform procedures to assess the reasonableness of the summary schedule of prior audit findings.
- Report on audit findings.
- Issue the following reports:
  - (i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is/are presented fairly in all material respects in accordance with the stated accounting policies;
  - (ii) A report on internal control related to the Federal program, which must describe the scope of testing of internal control and the results of the tests;
  - (iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on the Federal program; and
  - (iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program.

In certain instances, a Yellow Book report on compliance and on internal control over financial reporting with appropriate report modifications for a program-specific audit may be required.

#### APPENDIX U

## U-III THE COUNTY'S FUNDING SOURCES

The Delaware County Department of Human Services funds its human services programs primarily by the pass-through of funding received from the Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP). Auditors of subrecipient organizations should become familiar with the DHS Single Audit Supplement, Pennsylvania Code Title 55, the Bureau of Drug and Alcohol Fiscal Manual and the Pennsylvania Department of Health Audit Requirements.

### A. Pennsylvania Department of Human Services (DHS) Audit Guidelines

***DHS requires the County to be responsible for ensuring that its subrecipients/ subcontractors are audited in accordance with the Yellow Book and, when appropriate, with the Single Audit Act and the Uniform Guidance. The County manages its subrecipient organization audits by contract.***

A Single Audit or program-specific audit in accordance with the Uniform Guidance is acceptable from any entity required to have one. However, the County may require an audit in accordance with Generally Accepted Government Auditing Standards even when expenditures do not exceed the Single Audit threshold.

DHS issues an Administrative Bulletin annually for the purpose of updating and releasing its Single Audit Supplement. Independent auditors of programs funded via DHS either directly or as pass-through funds are responsible for reviewing and implementing the procedures contained in the Single Audit Supplement. Accordingly, the County herewith passes down all applicable sections of the DHS Single Audit Supplement to its subrecipients who receive DHS funds passed through the County. DHS includes the Single Audit Supplement on the DHS website:

<http://www.dhs.state.pa.us/publications/index.htm>

The Single Audit Supplement contains Common Requirements representing compliance requirements applicable to all programs funded through DHS. It also provides compliance requirements specific to DHS funded programs. It specifies certain suggested audit procedures that are applicable to subrecipients of service. The Single Audit Supplement is not intended to supersede federal or Commonwealth of Pennsylvania policy, nor is it intended to serve as an all-inclusive audit manual or to supplant the auditor's judgment concerning the audit work required. The DHS Audit Supplement also follows the Uniform Guidance regarding the determination of major programs. Activities are governed by PA Code Regulations: Title 55.

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The Bureau of Financial Operations plans, organizes, directs, and controls financial support within the Pennsylvania Department of Human Services. These activities include the resolution of audits, providing technical support on county and subrecipient human services programs and conducting performance audits and reviews of DHS-funded programs. BFO's Audit Resolution Section manages and reviews DHS's subrecipient audits from counties and non-profit agencies and these audits can become the basis for any audit adjustments to the contracts and grants.

## **B. Pennsylvania Department of Drug and Alcohol Audit Guidelines**

The Pennsylvania Department of Drug and Alcohol was formerly administered under the Department of Health. In 2012, it became a department in its own right.

The audit requirements for DDAP funded contracts are incorporated by reference to its funding requirements. DDAP's audit requirements were last revised in July 2015. The Department has also published a Fiscal Manual, which covers the period July 2015 through June 2020.

DDAP subscribes to the federally mandated audit requirements for contracts that are federally funded. Accordingly, if total federal awards of \$750,000 or more received either directly from the federal government or indirectly from a recipient of federal funds are expended during the organization's fiscal year, an audit in accordance with the provisions of the Uniform Guidance is required. This requirement is stipulated regardless of the amount of state funds expended.

DDAP mandates performance of a financial audit made in accordance with the provisions of GAGAS for any contract if less than \$750,000 of federal funds but more than \$500,000 of state funds are expended during the state fiscal year (July 1 - June 30).

Unless stated otherwise in the contract, DDAP does not require an audit if:

- The organization expends less than \$500,000 of state funds under the contract during the state fiscal year and expends less than \$750,000 in federal awards received from all sources during its fiscal year; or
- All contract funds are received on a strictly fee-for-service basis.

Even if the recipient organization is not required to have an audit performed, it is required to maintain auditable records of federal, state, and county awards and expenditures and to provide access to its records by federal, state, and county agencies or their designees.

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**SUPPLEMENTARY FINANCIAL SCHEDULES  
AND AGREED-UPON PROCEDURES REPORT**

Whenever Delaware County Human Services awards are passed down to subrecipient organizations, the recipient organizations are required to submit supplementary financial schedules to the County. The supplemental financial schedules should be considered an integral part of the subrecipient's audit package. The supplemental financial schedule required under Appendix U Exhibit A identifies all revenue support received by the subrecipient organization from Delaware County Human Services and reconciles that information to the total of all revenue reported by the subrecipient organization in its audited financial statements for that period. This schedule is to be accompanied by an auditor's report on additional information accompanying the basic financial statements.

An illustrative presentation of the format of the supplementary financial schedule report on additional information is presented below.

**A. Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A)**

EXAMPLE – Report on Reconciliation of Support Received

**INDEPENDENT AUDITOR'S REPORT  
ON ADDITIONAL INFORMATION**

To \_\_\_\_\_

We have audited the financial statements of \_\_\_\_\_ as of and for the year ended June 30, \_\_\_\_, and have issued our report thereon dated \_\_\_\_\_, which contained (an unqualified opinion) on those financial statements. Our report was performed for the purpose of forming an opinion on the financial statements as a whole. The Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A) is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Auditor's Signature

Date of report on the basic financial statements.

(NAME OF SUBRECIPIENT ORGANIZATION)  
RECONCILIATION OF SUPPORT RECEIVED FROM  
DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
YEAR ENDED JUNE 30, \_\_\_\_\_

Revenue recognized as support received from Delaware County  
(indicate by Delaware County Program):

	<u>Federal</u>	<u>State and Local</u>	<u>Other</u>	<u>Total</u>
Mental Health	_____	_____	_____	_____
Intellectual and Developmental Disabilities	_____	_____	_____	_____
Early Intervention	_____	_____	_____	_____
Drug and Alcohol	_____	_____	_____	_____
Adult and Family Services	_____	_____	_____	_____
Children & Youth Services	_____	_____	_____	_____
Juvenile Probation	_____	_____	_____	_____
 Total	_____	_____	_____	_____
 Other revenue recognized	_____	_____	_____	_____
 Total revenue recognized	_____	_____	_____	_____

Note: Total revenue should be reconcilable to the audited financial statements of the subrecipient organization.

NOTIFICATION OF SINGLE AUDIT STATUS

This is to certify that \_\_\_\_\_ (subrecipient organization) is subject to compliance with the item marked below for the Fiscal Year Ending \_\_\_\_\_ (Last Day of Entity Fiscal Year):

- The Organization Expended \$750,000 or more in federal financial assistance during the fiscal year ended \_\_\_\_\_. We understand that a copy of our Single Audit Report must be submitted to Delaware County Department of Human Services within the earlier of 30 days after completion of the audit, or nine months after the end of the fiscal year.
- The Organization expended \$750,000 or more in federal financial assistance on **a single federal program**, therefore we have elected to have a program-specific audit of the contract in lieu of a single audit. We understand that a copy of our program-specific audit must be submitted to Delaware County Department of Human Services within the earlier of 30 days after completion of the program audit, or nine months after the end of the audit period.
- The Organization expended total federal financial assistance of less than \$750,000 during the fiscal year ended \_\_\_\_\_, therefore it is exempt with respect to filing a Single Audit Report for that year. We understand however, that we may be asked to provide access to the records we are required to maintain concerning such federal assistance. (Submit page 2 within nine months after the end of the fiscal year.)
- The Organization is a for-profit organization and is therefore not subject to the requirements of the Uniform Guidance. (Submit page 2 within nine months after the end of the fiscal year.)

We understand that a copy of the applicable report must be submitted by the required deadline to:

Human Services Accountant  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082

We further understand that our failure to submit any applicable report(s) by the required deadline may result in the suspension of payments or prevent the award of future grants.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official



**AUDIT STATUS NOTIFICATION LETTER**  
(Required for Subrecipient Organizations claiming exemption from audit submission requirements)

Please complete the following information, sign after the statement below, and fax it to 610-713-2326. The form is due to the Delaware County Department of Human Services within nine months after the end of the subrecipient organization's fiscal year.

Subrecipient Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Fiscal Year Ended (month/date/year): \_\_\_\_\_

Agency Contact Person (Name, Title, Phone #): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the Subrecipient Organization identified above expended less than \$750,000 in federal awards from all funding sources for the fiscal year ended \_\_\_\_\_ or is a for-profit organization. I also certify that (**CHECK ONE**):

- The Subrecipient organization's financial statement audit did not include any disclosures related to current or prior years that could negatively impact Delaware County-funded programs (including, but not limited to, fraud, going concern uncertainties, financial statement misstatements and violations of contract and grant provisions), or
- A financial statement audit has not been conducted for the above-mentioned fiscal year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title  
(Financial Director or Designee)

\_\_\_\_\_  
Date

APPENDIX U EXHIBIT C

DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
SUBRECIPIENT REQUEST FOR EXTENSION  
RELATED TO SUBMISSION OF AUDITED FINANCIAL STATEMENTS

Subrecipient  
Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fiscal Year Ended: \_\_\_\_\_

Name of Subrecipient Organization Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Subrecipient requests an extension of the due date for report submission  
until \_\_\_\_\_.

Explanation and Justification:

\_\_\_\_\_  
Signature and Title Date

Submit this request by mail, or fax to:

Mail: Delaware County Department of Human Services  
Attention: Human Services Accountant  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082

Fax: Attention: Human Services Accountant  
610-713-2326

FOR USE BY DELAWARE COUNTY

\_\_\_\_ Request Approved  
\_\_\_\_ Request Not Approved  
By: \_\_\_\_\_  
Delaware County Department of Human Services Date

APPENDIX U

## Program Description

Appendix X

## Community Action Agency of Delaware County

### Home4Good

#### **Furniture Assistance**

Funding will permit 10 households with an average of three people in the household, moving into housing from shelter, the ability to obtain beds, dressers, kitchen table/chairs and a couch.

#### **Rent Assistance**

Funds will be used to assist 12 households with an average of three people per household with rental arrears or move in costs such as first, last and security.

#### **SEPTA Passes**

Funds will be used to provide 2500 - two trip SEPTA passes to allow participants to search for employment, housing and attend medical appointments.

DELAWARE COUNTY HUMAN SERVICES  
BUDGET INFORMATION FOR CONTRACT Z PAGE - COUNTY PROGRAM OFFICE

Agency: Community Action Agency of Delaware County

Total Contract: \$ 51,350

Contract #: AFS 28/24

Fiscal Year Ending: June 30 2025

County Program Office: Adult Services

N/A Contract

Total Cost: 51,350

Agency Programs: Rental Assistance HAP


AFS - HOME4GOOD		
COMMUNITY ACTION AGENCY OF DELAWARE COUNTY, INC.		
Vendor Number:	2000879	
SAP Number:	1520-4905-631000	
	<b>Contract Budget</b>	
RENTAL ASSISTANCE	\$ 21,350.00	
FURNITURE	\$ 20,000.00	
TRANSPORTATION	10,000.00	
<b>TOTAL</b>	<b>\$ 51,350.00</b>	

## INVOICING SUBMISSION REQUIREMENTS

Per your preference, invoices may be sent via mail **OR** email as follows:

Invoices submitted via mail to:

Accounts Payable Department  
 Department of Human Services Administration  
 20 South 69<sup>th</sup> Street, 4<sup>TH</sup> Floor  
 Upper Darby, PA 19082

Invoices submitted electronically to:

Delcohsa\_ap@delcohsa.org

***\*NOTE: TO AVOID DUPLICATION DO NOT SEND THE INVOICE IN BOTH FORMATS AND DO NOT COPY OTHER INDIVIDUALS***

### Basic Invoice Requirements

- All invoices must be signed, dated and include a unique invoice number as well as the County Program Office and Program Name
- All invoices must include a coversheet if client specific data is included (See sample attached of both Fee for Service & Cost Reimbursement invoice coversheets)
- All invoices must include detail to support amount due – as per directed / mandated by your Assigned Program / Fiscal County Staff

### Additional Electronic Submission Requirements

- Submit invoices separately, one email for each invoice
- Invoice must be in PDF format only; any other format will be rejected by Accounts Payable
- Email subject line must include your Agency's name, County Program / Program name for which the invoice is being submitted, Invoice #, Invoice Date and Invoice amount

## APPENDIX AA

COST REIMBURSEMENT INVOICE COVER SHEET

((Provider letterhead, address, etc))

To: **Accounts Payable**  
**Delaware County Department of Human Services**  
**20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor**  
**Upper Darby, PA 19082**

DHS PROGRAM OFFICE: \_\_\_\_\_

PROGRAM NAME: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

INVOICE # \_\_\_\_\_

SERVICE MONTH: \_\_\_\_\_

INVOICE AMOUNT: \$ \_\_\_\_\_

((Signature))  
((Title))

**APPENDIX AA**



**Provider Name / Location**  
 Delaware County DHS Program Office

**Program Name**

**Service Month**

**Unique Invoice Reference #**

<b>Service / Level of Care</b>	<b>Total Units</b>	<b>Rate</b>	<b>Total Service / Program Expenses</b>
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
<b>Total Invoice</b>		\$	-

**Authorized Signature**

**Date**

## DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES HIPAA BUSINESS ASSOCIATE AGREEMENT

**WHEREAS**, the Delaware County Department of Human Services (Covered Entity) and Provider (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa.C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, 42 C.F.R. §§ 431.301-431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with the Agreement and the standards established by applicable laws and agency guidance.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this BAA and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

**NOW, THEREFORE**, Covered Entity and Business Associate agree as follows:

### 1. Definitions.

- A. "Agreement" shall mean all agreements between the parties pursuant to which Business Associate provides services to the Covered Entity under which it receives PHI from Covered Entity.
- B. "BAA" shall mean this Business Associate Agreement.
- C. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- D. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- E. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA, the HITECH Act and applicable regulations and agency guidance, limited that which relates to or arises from the Agreement.
- G. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.

### APPENDIX CC

- H. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH regulations and agency guidance or as otherwise defined in the HITECH Act.
- I. The following terms used in this BAA shall have the meaning given to such terms under HIPAA, the HITECH Act and applicable regulations and agency guidance: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**2. Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement.

**NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.**

**3. BUSINESS ASSOCIATE OBLIGATIONS:**

- A. **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law and agency guidance.
- B. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable Minimum Necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance. Such safeguards shall include, without limitation, a reasonable security risk assessment and mitigation process, pursuant to which it prepares written reports. Business Associate shall provide to Covered Entity a copy of Business Associate's current risk assessment and mitigation report or reports upon request.
- C. **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to HIPAA Compliance Officer at 20 S. 69<sup>th</sup> Street, Upper Darby, PA 19082, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- D. **Reports Of Security Incidents.** In addition to following the breach notification requirements in section 13402 of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to HIPAA Compliance Officer at 20 S. 69<sup>th</sup> Street, Upper Darby, PA 19082, within two (2) days of discovery any Security Incident of which it becomes aware.
- E. **Breach Notification and Indemnification.** Upon the occurrence of any incident requiring notice under Subsection 3.C or 3.D of this BAA, Business Associate shall perform a risk assessment as contemplated by the HIPAA rules and guidance to determine whether the incident resulted in a Breach of Unsecured PHI. Business Associate shall include in the any notice provided to Covered Entity under Subsection

**APPENDIX CC**

3.C or 3.D of this BAA (i) a summary of such risk assessment and (ii) Business Associate's conclusions with respect thereto sufficient for Covered Entity to determine whether a Breach of Unsecured PHI has occurred and to provide notification to such individuals pursuant to the Breach Notification Rule. Business Associate shall provide Covered Entity with any additional information regarding such incident reasonably requested by Covered Entity to comply with the HIPAA Rules. Covered Entity may elect, at its own discretion, to provide or direct Business Associate to provide the notification to individuals. Within five (5) days after receipt of written notice from Covered Entity, Business Associate shall, at its own cost, provide the notification of a Breach of Unsecured PHI to individuals as required by the Breach Notification Rule and applicable guidance thereunder. In advance of providing such notification, Business Associate shall provide a copy of the proposed notification or notifications to be provided to the individuals and incorporate any reasonable changes thereto requested by Covered Entity. Business Associate shall further comply with all applicable federal and state breach notification requirements. Business Associate shall indemnify the Covered Entity for costs (including, without limitation, costs related to individual notification and reasonable attorneys' fees) associated with any Security Incident or incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under federal or state law and agency guidance which Security Incident or other incident (i) arises from any act or omission of Business Associate or any Subcontractor; or (ii) occurs with respect to any PHI while in the possession, custody or control of Business Associate or any Subcontractor.

- F. **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any Subcontractors or agents, Business Associate shall provide only the Minimum Necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the Subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this BAA.
- G. **Right Of Access To PHI.** At no cost to Covered Entity, Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and provide to him or her a copy of that individual's PHI within ten (10) business days of receiving a written request from the Covered Entity or the individual. Business Associate shall provide PHI to the extent and in the manner required by 45 C.F.R. §164.524 and other applicable federal and state law and agency guidance. If Business Associate maintains an electronic health record, Business Associate must provide the PHI in electronic format if requested. If any individual requests from Business Associate or its agents or Subcontractors access to PHI. Business Associate shall notify Covered Entity of same no less than five (5) days in advance of allowing such individual access to such designated record set. Business Associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.
- H. **Amendment And Incorporation Of Amendments.** At no cost to Covered Entity, within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If any individual requests an amendment from Business Associate or its agents or Subcontractors, Business Associate shall notify

#### APPENDIX CC

- Covered Entity no less than five (5) days in advance of responding to incorporating any requested amendment or otherwise responding to such request. .
- I. **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures. Business Associate shall notify Covered Entity of any such request it receives directly from an Individual no less than five (5) days in advance of providing such accounting to the individual.
  - J. **Requests For Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.
  - K. **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee and/or Covered Entity for purposes of determining compliance with applicable laws and agency guidance.
  - L. **Return Or Destruction Of PHI.** At termination of this BAA, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. Upon termination of this BAA, Business Associate shall notify Covered Entity in writing regarding its plans for post-termination treatment of PHI, including without limitation return, destruction or ongoing maintenance of all PHI. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
  - M. **Maintenance Of PHI.** Notwithstanding Section 3.L of this BAA, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of the BAA and shall continue to maintain the information required under the various documentation requirements of this BAA (such as those in §3(h)) for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
  - N. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the Privacy Rule, as amended. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or applicable laws and agency guidance.

## APPENDIX CC

- O. **Term.** The Term of this Agreement shall be effective on the date of execution of the Agreement, and shall terminate on the date of termination of the Agreement between the or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- P. **Termination for Cause.** Notwithstanding any other provision of this BAA or the Agreement to the contrary, Covered Entity shall have the right to terminate this BAA and the Agreement if covered entity determines Business Associate has violated a material term of this BAA and Business Associate has failed to cure such breach within thirty days after written notice from Covered Entity.
- Q. **Failure To Perform Obligations.** In the event Business Associate fails to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable laws and agency guidance. Covered Entity's rights and remedies under this Subsection 3.Q are in addition to, and shall not restrict, limit or abridge, any other rights or remedies of Covered Entity under this BAA or the Agreement.
- P. **Privacy Practices.** Upon execution of this BAA, Business Associate shall provide to Covered Entity a copy of its Notice of Privacy Practices and other forms that Business Associate intends to utilize with respect to individuals under the Agreement. Business Associate shall incorporate any changes thereto reasonably requested by Covered Entity. Business Associate shall promptly utilize any related forms or notices relating to compliance with the HIPAA Rules and guidance as directed by Covered Entity. Covered Entity retains the right make reasonable changes to such forms The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

#### 4. OBLIGATIONS OF COVERED ENTITY:

- A. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the Notice of Privacy Practices that the Covered Entity produces in accordance with applicable law and agency guidance as well as changes to such notice.
- B. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

## FEDERAL AWARDS

The following information is provided pursuant to the requirements of 2 CFR § 200

CONTRACTOR's registered name for DUNS \_\_\_\_\_

CONTRACTOR'S DUNS number \_\_\_\_\_

CONTRACTOR'S UNIQUE ENTITY IDENTIFIER \_\_\_\_\_

The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. This number may be obtained by telephone (866-705-5711) or via the Internet (<http://fedgov.dnb.com/webform>). (See 2 CFR, Part 200, Subpart A, §200.32)

Federal Award Identification Number \_\_\_\_\_

Date of Federal Award \_\_\_\_\_

The date when the Federal award is signed by the authorized official of the Federal awarding agency. (See 2 CFR, Part 200, Subpart A, §200.39)

Start and end date for performance \_\_\_\_\_

The period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal Award. (See 2 CFR, Part 200, Subpart A, §200.77)

Amount of Federal Award obligated to Provider \_\_\_\_\_

Total amount of Federal Award \_\_\_\_\_

Project Description \_\_\_\_\_

A brief summary of the statutory or regulatory requirements of the program and its intended outcome and should align with the strategic goals and objectives within the Federal Awarding Agency's Performance Plan

Federal Awarding Agency \_\_\_\_\_

Contact information for awarding agency \_\_\_\_\_

Pass-through entity DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES

Catalog of Federal Domestic Assistance (CFDA) Number \_\_\_\_\_

CFDA Name \_\_\_\_\_

Is this award for research and development? YES \_\_\_\_\_ NO \_\_\_\_\_

Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Development is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. (See 2 CFR, Part 200, Subpart A, §200.87)

Indirect Cost Rate \_\_\_\_\_

For nonprofit organizations, the costs of activities performed by the non-Federal entity primarily as a service to members, clients, or the general public when significant and necessary to the non-Federal entity's mission must be treated as direct costs whether or not allowable and be allocated an equitable share of indirect (facilities and administrative (F&A)) costs. Indirect (F&A) costs mean those costs incurred for a common or joint purpose benefitting more than one cost objective. (See 2 CFR, Part 200, Subpart A, §200.56)

### APPENDIX DD

## CHILD PROTECTIVE SERVICES

All Providers and Contractors must comply with all of the requirements of 23 PA. C.S. Chapter 63. The Child Protective Service Law.

Please note that Delaware County requires that a new Certification of Compliance as required under CPSL Section 6344 must be obtained every Thirty-Six (36) months

The Child Protective Services Law (CPSL) was passed by the Pennsylvania legislature and signed into law by the Governor in 2014. Please review the amended requirements in Chapter 63, Title 23 (go to [www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM](http://www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM)) to assure that you and/or your agency are in full compliance.

The summary below is a partial listing and is not intended to take the place of your full review of the statute or your participation in training for mandated reporters.

Required documentation for new hires: any employee who begins employment with a new agency, institution, organization or other entity that is responsible for the care, supervision, guidance or control of children is required to have the three clearances as outlined by The Child Protective Services Law, Section 6344. The employer is required to maintain copies of the documents and produce them as requested. These are:

- Report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to the applicant;
- Certification from the Pennsylvania Department of Human Services that the applicant is not named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of an Indicated or Founded report of child abuse;
- Report of Federal criminal history record information, to include fingerprint submission to the Federal Bureau of Investigation indicating that the applicant is not disqualified from obtaining employment in a childcare position.

As of January 2, 2020, provisional hires are not permitted as mandated by Act 47 of 2019 and employees must obtain all three clearances prior to the beginning of employment. The Pennsylvania Department of Human Services is authorized to grant waivers for provisional hires for 45 days upon request from child day care centers, group day care homes and family day care homes providing that certain conditions are met.

Required documentation for current staff, volunteers and foster parents: Employees and volunteers who have contact with children, prospective adoptive parents, foster parents and school employees are required to obtain new clearances (certification and criminal record checks as described above) every three years.



Written notification of new arrest, conviction or substantiated child abuse: If an employee, foster parent or volunteer subject to the CPSL is arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity or service, or is named as a perpetrator in a founded or indicated report, the employee, foster parent or volunteer shall provide the administrator or designee of their agency with written notice not later than 72 hours after the arrest, conviction or notification that the person has been named in the Statewide database.

Requirement for training on child abuse recognition and reporting: The following persons are required to meet new training requirements: Operators of institutions, facilities and agencies, which care for children, their employees who have direct contact with children, foster parents, and caregivers in family daycare homes. The persons listed above must participate in three hours of training, which is approved by the Pennsylvania Department of Human Services prior to the issuance of a license, approval or registration certificate, and three hours of approved training every five years thereafter. New employees and new foster parents shall receive three hours of approved training within 90 days of hire or approval as a foster parent. Free on-line training is available from the Pennsylvania Child Welfare Resource Center. Go to [www.reportabusepa.pitt.edu](http://www.reportabusepa.pitt.edu). Check with your licensing entity to learn about other training that will meet your agency's training requirements.

All professionally licensed persons are required to submit documentation to their licensing board of completion of at least three hours of approved child abuse recognition and reporting training when applying for renewal or a new license. See your professional board information with the Pennsylvania Department of State website or your professional organization for information about the requirements for particular professional licenses.

Please have the following information available upon request from the County of Delaware to verify your compliance with the above regulations:

1. A copy of your professional license
2. Copies of your three certifications
3. A copy of a certificate showing that you have completed three hours of State approved training on Child abuse Recognition and Reporting

***Please note that Delaware County requires that a new  
Certifications of Compliance as required under CPSL Section 6344  
must be obtained every Thirty-Six (36) months***

## MEDICAL MARIJUANA PROHIBITION

The Contractor may not use federal funds directly or indirectly to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. See e.g. 45 C.F.R § 75.300(a) requiring The Department of Health and Human Services (HHS) to “ensure that Federal funding is expended... in full accordance with U.S. statutory ... requirements” and 21 U.S.C §§ 812(c) and 841 prohibiting the possession, manufacture, sale, purchase or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration (DEA) and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

### POLITICAL CONTRIBUTION DISCLOSURE

Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. **Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.**

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor\* has:

**NOT** made any Reportable Contributions.

made Reportable Contributions as set forth on Schedule A attached hereto.

\*Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.

#### Type of Business Entity

Corporation\_\_\_ LLC\_\_\_ Sole Proprietorship\_\_\_ Other:  (describe) 501(c)3 Nonprofit  
Limited Partnership\_\_\_ Partnership\_\_\_ LLP\_\_\_

**Certification:** In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: Community Action Agency of Delaware County, Inc.  
By: \_\_\_\_\_

Name: Edward T. Coleman  
Title: Chief Executive Officer  
Date: 3-18-21

**Exhibit A**  
**Delaware County**  
**Political Contribution and 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](mailto: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**

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 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 indicating that 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.**

**APPENDIX II**

"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 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 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

## APPENDIX II

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 the clauses (1) through (5).

#### **QUESTIONS**

Questions regarding the Disclosure Form may be directed to [centralpurchasing@co.delaware.pa.us](mailto:centralpurchasing@co.delaware.pa.us).

## **Schedule A DELAWARE COUNTY**

### **APPENDIX II**



### 2023 Home4Good Funding Recommendations

Continuum of Care	2023 H4G Award	CoC Funded Organization	CoC Funded Project Name	CoC Award
Beaver County CoC	\$53,000	The Salvation Army Beaver Falls	Flexible Homeless Assistance Funding	\$37,650
		Housing Opportunities, Inc	Homeowner Incubator Program	\$12,700
		CoC Administration		\$2,650
Bristol, Bensalem/Bucks County CoC	\$50,000	Bucks County Housing Group	SOAR Specialist	\$25,000
		Family Service Association of Bucks County	Rapid Exit	\$22,500
		CoC Administration		\$2,500
Chester County CoC	\$72,000	Kennett Area Community Service	Housing Stability Case Management	\$60,000
		Chester County Department of Community Development	Street Outreach Team	\$8,400
		CoC Administration		\$3,600
Eastern Pennsylvania CoC	\$428,000	Carlisle CARES dba Community CARES	Homeless Prevention and Diversion	\$43,390
		Lycoming-Clinton Counties Commission for Community Action (STEP), Inc.	Home4Good Family Navigation	\$15,000
		Pocono Mountains United Way	Pocono RHAB Homeless Prevention and Diversion Program	\$115,000
		Servants to All	Servants to All Homeless Initiative	\$24,440
		The Lehigh Conference of Churches	Lehigh Valley Homeless Outreach	\$100,000
		The Main Link	Homeless Diversion	\$10,000
		Union-Snyder Community Action Agency	Homelessness Prevention, Coordinated Entry and Homeless Diversion	\$40,000
		Women's Help Center, Inc	Eviction Prevention & Shelter Diversion Program	\$58,770
		CoC Administration		\$21,400



<b>Erie City &amp; County CoC</b>	<b>\$78,000</b>	Erie United Methodist Alliance	Our Neighbor's Place (ONP) Seasonal Shelter	\$74,100
		CoC Administration		\$3,900
<b>Harrisburg/Dauphin County CoC</b>	<b>\$62,000</b>	Christian Churches United of Tri County Region (CCIU)	Coordinated Entry and Housing Assistance for Homeless Households	\$18,900
		Thrive, Inc.	Housing Assistance Program	\$40,000
		CoC Administration		\$3,100
<b>Lancaster City &amp; County CoC</b>	<b>\$83,000</b>	Lancaster County Homelessness Coalition	Lancaster County Homelessness Prevention	\$78,850
		CoC Administration		\$4,150
<b>Lower Merion, Norristown, Abington/Montgomery County CoC</b>	<b>\$109,000</b>	Family Services	CoC Housing Program	\$103,550
		CoC Administration		\$5,450
<b>Philadelphia CoC</b>	<b>\$1,207,000</b>	Public Health Management Corporation	Family Homeless Prevention Project	\$339,025
		Nationalities Service Center	Support for Vulnerable Newcomers	\$131,878
		New Kensington CDC	Rental Resilience and Eviction Prevention Project Rental Resilience	\$122,551
		Utility Emergency Services Fund	Long-term Success through Housing Stabilization (LSHS)	\$215,135
		Homeless Advocacy Project	Breaking Barriers: Legal Assistance for Unstably Housed Youth	\$44,179
		Public Health Management Corporation	Serenity Court	\$24,658
		Resources for Human Development, Inc.	Housing and Supportive Services for Homeless Individuals in Philadelphia	\$134,475
		Depaul USA	St. Joseph's House	\$195,099
		CoC Administration		\$0
<b>Pittsburgh, McKeesport, Penn</b>	<b>\$674,000</b>	Chartiers Community Mental Health and Retardation Center, Inc	Chartiers Center Salus Program	\$200,860

<b>Hills/Allegheny County CoC</b>		Community Human Services	Innovative Fund	\$200,000
		Shepherd's Heart Fellowship and Ministries	Shepherd's Heart Fellowship 2023 Collaborative	\$91,000
		Catholic Charities of the Diocese of Pittsburgh	The Path to Hope Program	\$82,500
		SisTers PGH	Support Trans Housing	\$65,940
		CoC Administration		\$33,700
<b>Reading/Berks County CoC</b>	<b>\$104,000</b>	Berks Coalition to End Homelessness	Landlord Incentives	\$68,800
		Berks Coalition to End Homelessness	Coordinated Entry Support	\$30,000
		CoC Administration		\$5,200
<b>Scranton/Lackawanna County CoC</b>	<b>\$100,000</b>	Community Intervention Center	Permanent Supportive Housing	\$4,000
		Women's Resource Center	WRC Safe Housing Program	\$8,000
		Catherine McAuley Center	Emergency Shelter & Family Support Program	\$20,000
		NEPA Youth Shelter	Long Term Housing for homeless teens ages 18-21	\$15,750
		United Neighborhood Centers	Homeless Assistance Prevention (HAP)	\$21,000
		Catholic Social Services of the Diocese of Scranton	St. Anthony's Haven	\$17,500
		Friends of The Poor	Water Utility Assistance	\$8,750
		CoC Administration		\$5,000
<b>Upper Darby, Chester, Haverford/Delaware County CoC</b>	<b>\$179,000</b>	Community Action Agency of Delaware County	Rent Assistance	\$21,350
		Foundation for Delaware County	Housing Choice Voucher Expansion Project	\$20,000
		Health, Education, and Legal Assistance Project: A Medical-Legal Partnership at Widener University Delaware Law School	SOAR (SSI/SSDI Outreach, Access, and Recovery) Program	\$98,700
		Community Action Agency of Delaware County	SEPTA Passes	\$10,000

		Community Action Agency of Delaware County	Furniture Assistance	\$20,000
		CoC Administration		\$8,950
<b>Western Pennsylvania CoC</b>	<b>\$341,000</b>	Union Mission of Latrobe	Housing Problem Solving through Coordinated Entry	\$219,373
		Fayette County Community Action Agency	Regional Justice Involved Housing	\$73,650
		Fayette County Community Action Agency	Financial Support for Advocates4Change, the CoC's Youth Action Board	\$30,927
		CoC Administration		\$17,050
<b>Wilkes-Barre, Hazelton/Luzerne County CoC</b>	<b>\$104,000</b>	Commission on Economic Opportunity	PA-503 Prevention/Supportive Services	\$48,280
		Catherine McAuley House	PA-503 Emergency Shelter Services	\$15,000
		Volunteers of America	PA-503 Day Shelter/Outreach	\$35,520
		CoC Administration		\$5,200
<b>York City &amp; County CoC</b>	<b>\$56,000</b>	Friends & Neighbors of Pennsylvania, Inc.	Intensive Case Management for Clients with Complex Needs	\$12,240
		Friends & Neighbors of Pennsylvania, Inc.	Day Shelter in the City of York	\$18,460
		New Hope Ministries	Hope House	\$22,500
		CoC Administration		\$2,800



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Caitlyn Brown, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of Early Learning Resource Center agreements as outlined on the attached list. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1923-4204-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** The attached list of Regulated Providers has submitted the required information to establish a Provider Agreement with Early Learning Resource Center (ELRC) of Delaware County to accept subsidized childcare clients.

**ATTACHMENTS:**  
[ATTACHMENT\\_ELRC\\_LIST\\_2324.docx](#)

**EARLY LEARNING RESOURCE CENTER REGION 15 (ELRC)  
23/24 REGULATED AGREEMENTS**

<b><u>AGREEMENT NUMBER</u></b>	<b><u>PROVIDER</u></b>	<b><u>TERM</u></b>	<b><u>AMOUNT</u></b>
ELRC 1134/23	The Learning Lab Childcare Center LLC	3/1/24-*	N/A (Based on maximum State childcare allowance)

**\*Either party may terminate this Agreement in accordance with Article IV of this Agreement.**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Phalina Sim, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to amend Contract #AFS 22/24 with The Salvation Army to increase the overall value of the Agreement \$93,000. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** N/A\*

**ESTIMATED/ACTUAL COST OF REQUEST:** \$93,000

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see attached supporting documents.

**ATTACHMENTS:**  
[The Salvation Army #AFS 22/24 Summary Page](#)  
[The Salvation Army #AFS 22/24 Current Appendix Z Page](#)  
[The Salvation Army #AFS 22/24 Revised Appendix Z / Budget](#)

### Delaware County Human Services Request for Contract Amendment

Program Office: Adult and Family Services

Provider: The Salvation Army

Current Contract Amount: \$207,992

Current Contract Effective Dates: 07/01/2023 to 06/30/2024

Proposed Contract Amount: \$300,992

Proposed Contract Increase/Decrease: \$93,000

Proposed Contract Effective Dates: 02/21/2024 to 06/30/2024

Funding (Entire Contract):

Federal Funding Source(s):	US Department of Housing and Urban Development Continuum of Care Coordinated Entry CFDA #14.267	Amount:	
			\$57,292

State Funding Source(s):	Human Services Block Grant/Homeless Assistance Services Fund Appropriation 10258	Amount:	
			\$210,700

Other Funding Source(s):		Amount:	

County Funding:		Amount:	\$33,000
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Available Budget (Only for Increase Amount):

SAP Account(s)	1524-4906-631000	Balance:	Funds to be transferred
	1524-4931-631000		Funds to be transferred

*Amendment Statement:*

Human Services, Adult and Family Services is requesting approval to amend Contract #AFS 22/24 with The Salvation Army to increase the overall value of the Agreement \$93,000. Subject to Solicitor's approval. to cover a funding deficit.

*Amendment Request:*

Approval to amend Contract #AFS 22/24 with The Salvation Army increasing the overall value of the Agreement by \$93,000 to cover a funding deficit.

*Program Need for Requested Service:*

The Salvation Army provides emergency shelter and case management to 32 single adults each night, Coordinated Entry Assessment services, and Permanent Supportive Housing case management to 30 households that includes 36 adults, 8 children; 12 adults are over 60 years of age.

Was a Request for Proposal Issued? Yes  No  Date:

Number of Proposals received:

*Summary of Request for Proposal Process:*

N/A

*Rationale for Choosing Current Provider versus Issuing a Request for Proposal:*

The Salvation Army is one of three adult only shelters in Delaware County and has provided emergency shelter and case management services to single men and women for more than twenty years.

*Plan to issue Request for Proposal or rationale if not planning on issuing one:*

There is not a current plan to issue a Request for Proposal to replace this emergency shelter.



Metrics utilized to evaluate provider and results of last assessment:

- # persons served
- # persons increased income
- # persons transitioned into permanent housing

Date Request Discussed with Human Services Director: April 3, 2024

Program Approval: Jessica Ford Date: 04/05/2024

Fiscal Approval: Peggy McNamee Date: 4/5/2024

CFO Approval: [Signature] Date: 4.5.24

Human Services Director: [Signature] Date: 4/5/2024



DELAWARE COUNTY HUMAN SERVICES  
BUDGET INFORMATION FOR CONTRACT REQUEST

Agency:	The Salvation Army
Fiscal Year Ending:	June 30 2024
Federal Identification Number:	13-5562351
DUNS Number:	
Primary Contact Name:	Major Joaquin Calvo
Primary Contact Email:	joaquin.calvo@use.salvationarmy.org
Primary Contact Phone:	(610)874-4266
Secondary Contact Name:	Sarfraz Kan
Secondary Contact Email:	sarfraz.kan@use.salvationarmy.org
Secondary Contact Phone:	(610)874-4266
Agency Address:	151 W 15th Street Chester, PA 19013
Have you been approved in past years to spend over 10% on admin costs?	
Have you provided a letter this year to request spending over 10% on admin costs?	
Has your organization filled out a budget packet in the last 3 years?	
If you answered "No" to the above question, when was the last time your organization filled out a budget packet?	

REPORT OF EXPENDITURES BY COUNTY PROGRAM OFFICE

AGENCY: The Salvation Army

FISCAL YEAR ENDING: June 30, 2024

COUNTY PROGRAM OFFICE: Adult Services

Agency Programs:									
	TOTAL AGENCY FOR COUNTY PROGRAM	Warming Center	Stepping Stone Day Center	Consolidated PSH - AHF Match	Coordinated Entry - HUD	Coordinated Entry - AHF Match			
Program Cost Center (If Applicable)									
I. EXPENDITURE ITEMS									
A. Personnel Services	208,972	89,151	45,182	14,401	46,888	13,350			
1. Wages and Salaries	186,522	81,151	42,732	12,012	41,388	9,239			
2. Employee Benefits	22,450	8,000	2,450	2,389	5,500	4,111			
3. Miscellaneous Personnel									
B. Operating Expenses	92,020	60,849	15,518	4,249	10,404	1,000			
1. Occupancy	64,020	47,249	10,118	1,149	4,504	1,000			
2. Communications	4,000	1,000	1,000	1,000	1,000				
3. Program Supplies	4,500	2,000	1,000	100	1,400				
4. Treatment & Supportive Supplies									
5. Transportation	3,500	1,000	1,000	1,000	500				
6. Purchased Treatment Services									
7. Miscellaneous Operating Expenses (Identify below)	16,000	9,600	2,400	1,000	3,000				
a. Professional Fees/Audit Fees	16,000	9,600	2,400	1,000	3,000				
b. Client Assistance									
0									
0									
0									
C. Equipment & Other Fixed Assets									
1. Purchase of Fixed Assets									
2. Repairs & Improvement of Fixed Assets									
II. PROGRAM COSTS (Sum of A, B and C)	300,992	150,000	60,700	18,650	57,292	14,350			
III. ADMINISTRATIVE COSTS									
IV. PROGRAM & ADMINISTRATIVE COSTS (Sum of II and III)	300,992	150,000	60,700	18,650	57,292	14,350			
V. RETAINED EARNINGS (Maximum 3% of IV)									
VI. TOTAL COSTS (Sum of IV and V)	300,992	150,000	60,700	18,650	57,292	14,350			
VII. REVENUE									
ADJUSTMENT BY COUNTY									
VIII. TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	300,992	150,000	60,700	18,650	57,292	14,350			
Is the program Rate Based?		No	No	No	No	No			No
Bed/Unit Capacity									
Total Units (Bed Capacity x 365 if residential)									
Attendance Factor									
Projected Units									
Rate									
Clients Served									

REPORT OF EXPENDITURES BY TOTAL AGENCY

AGENCY: The Salvation Army  
 FISCAL YEAR ENDING: June 30, 2024

EXPENDITURE ITEMS	TOTAL AGENCY	MENTAL HEALTH	INTELLECTUAL DISABILITIES	DRUG AND ALCOHOL	EARLY INTERVENTION	ADULT SERVICES	CHILDREN AND YOUTH	REINVESTMENT	OTHER
A. Personnel Services	503,106	-	-	-	-	208,972	-	-	294,134
1. Wages and Salaries	393,127	-	-	-	-	186,522	-	-	206,605
2. Employee Benefits	109,979	-	-	-	-	22,450	-	-	87,529
3. Miscellaneous Personnel	647,635	-	-	-	-	92,020	-	-	555,615
B. Operating Expenses	97,350	-	-	-	-	64,020	-	-	33,330
1. Occupancy	6,345	-	-	-	-	4,000	-	-	4,345
2. Communications	20,500	-	-	-	-	4,500	-	-	16,000
3. Program Supplies	10,340	-	-	-	-	3,500	-	-	6,840
5. Transportation	511,100	-	-	-	-	16,000	-	-	495,100
6. Purchased Treatment Services	47,100	-	-	-	-	16,000	-	-	31,100
7. Miscellaneous Operating Expenses (Identify below)	464,000	-	-	-	-	16,000	-	-	464,000
a. Professional Fees/Audit Fees									
b. Client Assistance									
C. Equipment & Other Fixed Assets	-	-	-	-	-	-	-	-	-
1. Purchase of Fixed Assets	-	-	-	-	-	-	-	-	-
2. Repairs & Improvement of Fixed Assets	1,150,741	-	-	-	-	300,992	-	-	849,749
PROGRAM COSTS (Sum of A, B and C)	88,000	-	-	-	-	300,992	-	-	88,000
ADMINISTRATIVE COSTS	1,238,741	-	-	-	-	300,992	-	-	937,749
PROGRAM & ADMINISTRATIVE COSTS (Sum of II and III)	1,238,741	-	-	-	-	300,992	-	-	937,749
RETAINED EARNINGS (Maximum 3% of IV)	1,238,741	-	-	-	-	300,992	-	-	937,749
TOTAL COSTS (Sum of IV and V)	496,073	-	-	-	-	300,992	-	-	496,073
REVENUE	-	-	-	-	-	-	-	-	-
ADJUSTMENT BY COUNTY	-	-	-	-	-	-	-	-	-
TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	742,668	-	-	-	-	300,992	-	-	441,676

ADMINISTRATIVE COSTS PRORATION SPREAD BY AGENCY

AGENCY: The Salvation Army  
 FISCAL YEAR ENDING: June 30 2024

	TOTAL AGENCY	MENTAL HEALTH	INTELLECTUAL DISABILITIES	DRUG AND ALCOHOL	EARLY INTERVENTION	ADULT SERVICES	CHILDREN AND YOUTH	REINVESTMENT	OTHER
<b>I. EXPENDITURE ITEMS</b>									
<b>A. Personnel Services</b>	88,000	-	-	-	-	-	-	-	88,000
1. Wages and Salaries	88,000	-	-	-	-	-	-	-	88,000
2. Employee Benefits									
3. Miscellaneous Personnel									
<b>B. Operating Expenses</b>									
1. Occupancy									
2. Communications									
3. Administrative Supplies									
4. Transportation									
5. Miscellaneous Operating Expenses (Identify below)									
a.									
b.									
c.									
d.									
e.									
f.									
<b>C. Equipment &amp; Other Fixed Assets</b>									
1. Purchase of Fixed Assets									
2. Repairs & Improvement of Fixed Assets									
<b>D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES</b>									
<b>E. TOTAL ADMINISTRATIVE EXPENSES (A&amp;B&amp;C&amp;D)</b>	88,000	-	-	-	-	-	-	-	88,000
<b>F. ADMINISTRATIVE REVENUE</b>									
<b>G. TOTAL ADMINISTRATION (E-F)</b>	88,000	-	-	-	-	-	-	-	88,000

Administration Costs Agency







REPORT OF REVENUE BY TOTAL AGENCY

Return to Ins  
Tab

AGENCY: The Salvation Army  
 FISCAL YEAR ENDING: June 30 2024

	TOTAL AGENCY	MENTAL HEALTH	INTELLECTUAL DISABILITIES	DRUG AND ALCOHOL	EARLY INTERVENTION	ADULT SERVICES	CHILDREN AND YOUTH	REINVESTMENT	OTHER
REVENUE SOURCES									
Program Service Fees	\$ 46,000								\$ 46,000
Private Insurance									
Room and Board									
Medical Assistance									
Medicaid HMO									
EPSDT									
Interest	\$ 751,065								\$ 751,065
Other (Please Identify)									
Day Center									
Warming Center HAP									
Coordinated Entry									
PSH Match									
TSA Grant	\$ 70,000								\$ 70,000
HUD PSH Consolidate	\$ 439,094								\$ 439,094
HUD PSH Consolidate	\$ 99,806								\$ 99,806
Stepping Stone	\$ 20,000								\$ 20,000
Emergency Food & Shelter Program	\$ 112,165								\$ 112,165
Inkind Donations	\$ 10,000								\$ 10,000
Chester Economic Development Authority									
TOTAL	\$ 797,065	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 797,065

ROSTER OF PERSONNEL BY TOTAL AGENCY

AGENCY: The Salvation Army  
 FISCAL YEAR ENDING: June 30 2024

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	COUNTY PROGRAM	TOTAL DIRECT & INDIRECT SALARY FOR COUNTY PROGRAM IDENTIFIED	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR COUNTY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST
Matthew Bears			\$ 60,606.00	\$ 60,606.00	40	Adult Services	\$ 54,896.00	\$ 54,896.00		40	40	
Kathleen Deack			\$ 18,197.00	\$ 18,197.00	28	Adult Services	\$ 13,557.00	\$ 13,557.00		28	28	
Patra Ukagwu			\$ 25,479.00	\$ 25,479.00	40	Adult Services	\$ 22,479.00	\$ 22,479.00		40	40	
Joycelynn Denton			\$ 53,158.95	\$ 53,158.95	40	Adult Services	\$ 19,025.00	\$ 19,025.00		40	40	
Louisa Morse			\$ 65,762.80	\$ 65,762.80	40	Adult Services	\$ 12,012.00	\$ 12,012.00		40	40	
Sharon Shelby			\$ 15,135.00	\$ 15,135.00	40	Adult Services	\$ 16,139.00	\$ 16,139.00		29	29	
Brian Boxer			\$ 46,974.26	\$ 46,974.26	40	Adult Services	\$ 16,026.00	\$ 16,026.00		40	40	
Patricia Thomas			\$ 18,139.00	\$ 18,139.00	40	Adult Services	\$ 15,697.00	\$ 15,697.00		29	29	
Clara Robinson			\$ 18,139.00	\$ 18,139.00	40	Adult Services	\$ 13,276.00	\$ 13,276.00		29	29	
Sarifaz Khan			\$ 48,990.53	\$ 48,990.53	40	Adult Services	\$ 4,500.00	\$ 4,500.00		10	10	
<b>TOTAL</b>			\$ 373,778.00	\$ 373,778.00			\$ 169,522.00	\$ 169,522.00		326	326	0

TOTAL BY COUNTY PROGRAM	Total Actual Salary Cost	Total Direct Salary	Total Administrative Salary
Mental Health	\$ -	\$ -	\$ -
Intellectual Disabilities	\$ -	\$ -	\$ -
Drug and Alcohol	\$ -	\$ -	\$ -
Early Intervention	\$ -	\$ -	\$ -
Adult Services	\$ 169,522	\$ 169,522	\$ -
Children and Youth	\$ -	\$ -	\$ -





DELAWARE COUNTY HUMAN SERVICES  
 BUDGET INFORMATION FOR CONTRACT REQUEST - COUNTY PROGRAM OFFICE

Agency:	The Salvation Army	Provider Type:		Specialty Code:		Procedure Code:		Price Modifier:		Info Modifier:		Location Code:		Unit Value:		Cost Center:		Funding Type:		N/A Contract?	No
Fiscal Year Ending:	June 30 2024																				No
County Program Office:	Adult Services																				No
Agency Programs:	Warming Center																				No
	Stepping Stone Day Center																				No
	Consolidated PSH -- AHF Match																				No
	Coordinated Entry -- HUD																				No
	Coordinated Entry -- AHF Match																				No

Agency: **The Salvation Army**  
 Fiscal Year Ending: **June 30 2024**  
 County Program Office: **Adult Services**

**Warming Center**

Program Specific Budget Explanation

**Warming Center Salary cost:** 100% of four shelter monitors' wages, and 2.5% of the Business Manager's salary; Fringe benefits and payroll taxes include health insurance for FT staff @ \$22,800 for family coverage and \$11,820 per year prorated to the time devoted to the project; Employee pension for insurance @ \$60 annually (prorated) to the time devoted to the program; Employee practices (bond) @ \$70 annually (prorated); life insurance @ \$60 annually (prorated); Disability insurance @ \$255 yearly (prorated), FICA @ 7.65% of salary / wage and Workers compensation @ 2.50% of salary / wage; professional outside audit prorated to the Warming Center's overall share of the homeless service budget (1.7%); payroll processing charges based on 2.50% of the salaries and wages, telephone, internet and postage based on FTE's assigned to the program, office supplies based on program FTE, educational and linen supplies based on cost history, building utilities including electricity, gas, water, trash and snow removal, general liability insurance (.85%) of program income, property prorated insurance charges, and prorated janitorial supply cost on history and Transportation.

**Stepping Stone Day Center**

**Stepping Stone Day Center:** Salary: 5.5% of the Business Manager's salary, 10% of the Coordinator Entry salary; 30% of the Case Manager salaries, 7% of the Shelter Supervisor Fringe Benefits and Payroll taxes include employee health insurance for FT staff @ \$22,800 for family coverage and \$11,820 per year prorated to the time devoted to the project; Employee pension for FT staff (5.25% of salary) prorated to the time devoted to the program; Employee Practices (bond) @ \$70 annually (prorated); Life insurance @ \$60 annually (prorated), Disability insurance @ \$255 yearly (prorated), FICA @ 7.65% of salary / wages, and Workers Comp @ 2.5% of salary / wages; professional outside audit prorated to Stepping Stone's overall share of the homeless services budget (1.9%); payroll processing charges based on 2.5% of salaries and wages; telephone, internet, and postage based on FTE's assigned to the program; office supplies based on program FTE, educational (life skills) supplies based on cost history; building utilities including electricity, gas, water, trash and snow removal, general liability insurance, prorated property insurance charges, and prorated janitorial supply cost based on history and transportation.

Agency:

The Salvation Army

Fiscal Year Ending:

June 30 2024

County Program Office:

Adult Services

Program Specific Budget Explanation

Consolidated PSH – AHF Match

**Consolidated PSH – AHF Match – Salary Costs:** 15% of the PSH Case Manager salary, 1% of the Business Manager’s salary, Fringe Benefits and Payroll taxes include employee health insurance for FT staff @ \$22,200 for family coverage and \$11,820 per year prorated to the time devoted to the project; Employee pension for FT staff (5.25% of salary) prorated to the time devoted to the program; Employee Practices (bond) @ \$70 annually (prorated); Life insurance @ \$60 annually (prorated), Disability insurance @ \$255 yearly (prorated), FICA @ 7.65% of salary / wages, and Workers Comp @ 2.5% of salary / wages; professional outside audit prorated to Stepping Stone’s overall share of the homeless services budget (59%); payroll processing charges based on 2.5% of salaries and wages; telephone, internet, and postage based on FTE’s assigned to the program; office supplies based on program FTE, educational (life skills) supplies based on cost history; building utilities including electricity, gas, water, trash and snow removal, general liability insurance (.85% of program income, prorated property insurance charges, and prorated janitorial supply cost based on history, staff travel for home visits, leasing of 30 units, and utility assistance for program participants based on the HUD-CoC grant agreement.

Consolidated PSH – AHF Match

**Coordinated Entry – HUD – Salary Costs:** 90% of the CE Case Manager salary. 1% of the Business Manager’s salary, Fringe Benefits and Payroll taxes include employee health insurance for FT staff @ \$22,200 for family coverage and \$11,220 per year prorated to the time devoted to the project; Employee pension for FT staff (5.25% of salary) prorated to the time devoted to the program; Employee Practices (bond) @ \$70 annually (prorated); Life insurance @ \$60 annually (prorated), Disability insurance @ \$255 yearly (prorated), FICA @ 7.65% of salary / wages, and Workers Comp @ 2.5% of salary / wages; professional outside audit prorated to Stepping Stone’s overall share of the homeless services budget (9%); payroll processing charges based on 2.5% of salaries and wages; telephone, internet, and postage based on FTE’s assigned to the program; office supplies based on program FTE, educational (life skills) supplies based on cost history; building utilities including electricity, gas, water, trash and snow removal, general liability insurance and Transportation.

Coordinated Entry – AHF Match

ADMINISTRATIVE COSTS PRORATION SPREAD BY COUNTY PROGRAM OFFICE

AGENCY:  
 The Salvation Army

FISCAL YEAR ENDING:  
 June 30 2024

COUNTY PROGRAM OFFICE:  
 Adult Services

	TOTAL AGENCY FOR COUNTY PROGRAM	Agency Programs:				Coordinated Entry - HUD	Coordinated Entry - AHF Match
		Warming Center	Stepping Stone Day Center	Consolidated PSH - AHF Match	Coordinated Entry - AHF Match		
Program Cost Center (if Applicable)		0	0	0	0	0	
<b>I. EXPENDITURE ITEMS</b>							
<b>A. Personnel Services</b>							
1. Wages and Salaries							
2. Employee Benefits							
<b>3. Miscellaneous Personnel</b>							
<b>B. Operating Expenses</b>							
1. Occupancy							
2. Communications							
3. Administrative Supplies							
4. Transportation							
5. Miscellaneous Operating Expenses (Identify below)							
a.							
b.							
c.							
d.							
e.							
f.							
<b>C. Equipment &amp; Other Fixed Assets</b>							
1. Purchase of Fixed Assets							
2. Repairs & Improvement of Fixed Assets							
<b>D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES</b>							
<b>E. TOTAL ADMINISTRATIVE EXPENSES (A&amp;B&amp;C&amp;D)</b>							
<b>F. ADMINISTRATIVE REVENUE</b>							
<b>G. TOTAL ADMINISTRATION (E-F)</b>							





REPORT OF REVENUE BY COUNTY PROGRAM OFFICE

AGENCY:  
The Salvation Army

FISCAL YEAR ENDING:  
June 30 2024

COUNTY PROGRAM OFFICE:  
Adult Services

Agency Programs:

	TOTAL AGENCY FOR COUNTY PROGRAM	Warming Center	Stepping Stone Day Center	Coordinated Entry - AHF Match	Coordinated Entry - HUD	Coordinated Entry - AHF Match	COST CENTER (IF APPLICABLE)
REVENUE SOURCES							
Program Service Fees	-						
Private Insurance	-						
Room and Board	-						
Medical Assistance	-						
Medicaid HMO	-						
EPSDT	-						
Interest	-						
Other (Please Identify)	-	0	0	0	0	0	
Day Center	-						
Warming Center HAP	-						
Coordinated Entry	-						
PSH Match	-						
TSA Grant	-						
HUD PSH Consolidate	-						
Stepping Stone	-						
Emergency Food & Shelter Program	-						
Inkind Donations	-						
Chester Economic Development Authority	-	0	0	0	0	0	
TOTAL	-	0	0	0	0	0	

ROSTER OF PERSONNEL BY COUNTY PROGRAM OFFICE

AGENCY: DRUG SCREENING ENTRY  
 FISCAL YEAR ENDING: June 30, 2024  
 COUNTY PROGRAM OFFICE: AJUB SERVICES  
 TOTAL SALARIES: \$185,522.00

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	TOTAL DIRECT & INDIRECT AGENCY PROGRAM IDENTIFIED	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR AGENCY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST	COST CENTER (IF APPLICABLE)
Matthew Brax	COE - Case Manager		\$ 80,608.00	\$ 80,608.00	40	\$ 41,388.00	\$ 41,388.00			30		
Matthew Brax	COE - Case Manager		\$ 80,608.00	\$ 80,608.00	40	\$ 41,388.00	\$ 41,388.00			6		
Matthew Brax	COE - Case Manager		\$ 16,137.00	\$ 16,137.00	28	\$ 8,238.00	\$ 8,238.00			28		
Kerrian Dreck	Shelter Monitor		\$ 28,478.00	\$ 28,478.00	40	\$ 13,567.00	\$ 13,567.00			40		
Kevin Johnson	Case Manager		\$ 62,169.00	\$ 62,169.00	40	\$ 22,479.00	\$ 22,479.00			12		
Julian Moore	Shelter Supervisor/PHS		\$ 66,750.00	\$ 66,750.00	35	\$ 16,024.00	\$ 16,024.00			35		
Sharon Shady	Shelter Monitor		\$ 48,924.00	\$ 48,924.00	40	\$ 15,136.00	\$ 15,136.00			28		
Brian Bower	Case Manager		\$ 48,924.00	\$ 48,924.00	40	\$ 18,028.00	\$ 18,028.00			28		
Patricia Thomas	Shelter Monitor		\$ 48,924.00	\$ 48,924.00	40	\$ 15,687.00	\$ 15,687.00			5		14
Samuel Huan	Shelter Monitor		\$ 66,750.00	\$ 66,750.00	40	\$ 4,600.00	\$ 4,600.00			28		
Debra Robinson	Shelter Monitor		\$ 18,135.00	\$ 18,135.00	28	\$ 13,278.00	\$ 13,278.00					
TOTAL			\$ 582,147.00	\$ 582,147.00	\$	\$ 185,522.00	\$ 185,522.00	\$	\$	0	0	

Total from Agency Tab \$185,522.00  
 Total from Agency Tab 30.00

TOTAL BY AGENCY PROGRAM	Total Actual Salary Cost	Total Direct Salary	Total Administrative Salary
Screening Center	\$ 85,651	\$ 81,151	\$
Sheltered State Day Center	\$ 38,222	\$ 42,792	\$
Coordinated Entry - AHF Match	\$ 12,012	\$ 12,012	\$
Coordinated Entry - HUD	\$ 41,988	\$ 41,988	\$
Coordinated Entry - AHF Match	\$ 2,259	\$ 2,259	\$









# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Caitlyn Brown, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to amend Contract #AFS 2/24 with Community Action Agency of Delaware County, Inc. increasing the overall value \$60,000. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1824-4981-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$60,000

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see attached supporting documentation.

### ATTACHMENTS:

- [Community Action Agency of Delaware County Inc AFS #2\\_24 Summary Page.pdf](#)
- [Community Action Agency of Delaware County Inc AFS #2\\_24 Current Z Page.pdf](#)
- [Community Action Agency of Delaware County Inc AFS #2\\_24 Revised Z Page.pdf](#)
- [AFS-CYS Housing Stability Plan.pdf](#)

Delaware County Human Services Request for Contract Amendment

Program Office: Adult and Family Services

Provider: Community Action Agency of Delaware County, Inc.

Current Contract Amount: \$2,805,222

Current Contract Effective Dates: 07/01/2023 to 06/30/2024

Proposed Contract Amount: \$2,865,222

Proposed Contract Increase/Decrease: \$60,000

Proposed Contract Effective Dates: 07/01/2023 to 06/30/2024

Funding (Entire Contract):

Federal Funding Source(s): Housing Opportunities for Persons with Aids CFDA# 14.241 Amount: \$439,907

State Funding Source(s): Children and Youth Housing Grant Amount: \$1,192,221

Homeless Assistance Fund Appropriation \$1,053,100

Human Services Development Fund Appropriation \$30,000

Other Funding Source(s): Amount:

County Funding: Amount: 150,000

Available Budget (Only for Increase Amount):

SAP Account(s) 1824-4981-631000 Balance: (-) 553,525.40

*Amendment Statement:*

Human Services, Adult and Family Services is requesting approval to amend Contract #AFS 2/24 with the Community Action Agency of Delaware County, Inc. Subject to Solicitor's approval.

*Amendment Request:*

Approval to amend Contract #AFS 2/24 by adding additional Housing Stability Program funding to the Agreement with Community Action Agency of Delaware County, Inc. which increases the overall value of the agreement \$60,000.

*Program Need for Requested Service:*

The Housing Stability Program provides housing assistance to Children and Youth involved families to avoid homelessness; assistance may cover rent arrears, move in costs, past due utilities such as gas and electric as well as assistance for basic furniture for move in.

Was a Request for Proposal Issued? Yes  No  Date:

Number of Proposals received:

*Summary of Request for Proposal Process:*

N/A

*Rationale for Choosing Current Provider versus Issuing a Request for Proposal:*

Community Action Agency currently contracts with Adult and Family Services to issue checks for the Housing Stability Program.

*Plan to issue Request for Proposal or rationale if not planning on issuing one:*

There is not a current plan to issue a Request for Proposal to replace this provider as the issuer of Housing Stability Program payments.

*Metrics utilized to evaluate provider and results of last assessment:*

# persons served  
# persons who maintained housing



Date Request Discussed with Human Services Director:

April 3, 2024

Program Approval: Jessica Smith

Date: 04/05/24

Fiscal Approval: Peggy McNamee

Date: 4/5/2024

CFO Approval: Jim J. [Signature]

Date: 4.5.24

Human Services Director: Angie Hiron

Date: 4/4/2024

DELAWARE COUNTY HUMAN SERVICES  
BUDGET INFORMATION FOR CONTRACT Z PAGE - COUNTY PROGRAM OFFICE

Agency:	Community Action Agency	Total Contract:	2,805,222	Total Cost:	404,100
Contract #	AFS 2/24				595,000
Fiscal Year Ending:	June 30 2024				361,350
County Program Office:	Adult Services				7,000
Agency Programs:	Case Management (HAP)	Provider	Cost Center	Funding Type	N/A Contract?
	Rent Assistance (HAP)				
	Temporary Emergency Shelter (CYS)				
	Temporary Emergency Shelter (HAP)				
	Innovative Engagement TES (HAP)				
	CY - Rec Therapy				
	HOPWA				
	Rapid Rehousing (AHR)				
	Centralized Intake (HAP)				
	Cobb's Creek/Life Center				
	Housing Stability Program				
	Independent Living Housing Stability (CYS) Program				
	Housing Locator				
	CYS Homeless Service FMC				
	Home4 Good Rental & Utility Assistance		1524-4918-651000		
	Landlord Relief				
					2,805,222

APPENDIX Z

DELAWARE COUNTY HUMAN SERVICES  
BUDGET INFORMATION FOR CONTRACT Z PAGE - COUNTY PROGRAM OFFICE

Agency:	Community Action Agency	Total Contract:	2,865,222
Fiscal Year Ending:	30-Jun-24		
County Program Office:	Adult Services		
Agency Programs:	Case Management (HAP)	N/A Contract?	Total Cost:
	Rent Assistance (HAP)	No	404,100
	Rent Assistance (HSBG)	No	30,000
	Temporary Emergency Shelter (HSBG)	No	30,000
	Temporary Emergency Shelter (CYS)	No	475,000 #
	Temporary Emergency Shelter (HAP)	No	574,350
	Innovative Engagement TES (HAP)	No	7,000
	HOPWA	No	21,000
	Rapid Rehousing (AHF)	No	439,901
	Centralized Intake (HAP)	No	86,000
	Centralized Intake (AHF) 2	No	25,000
	Housing Locator HAP	No	54,000
	Landlord Relief	No	10,000
	CY - Rec Therapy	No	10,000
	CY - FMC Shelter	No	54,800
	CYS Housing Stability Specialist	No	464,071
		No	180,000





# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Ashley Farr, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to renew Contract #ID 44/23 with Neighbours International, Inc. for the 2024/2025 fiscal contracting year. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1125-4714-631000, 1125-4828-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A\*

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see attached supporting documents.

**ATTACHMENTS:**  
[Neighbours International Inc ID 44/24 Summary Page.pdf](#)  
[Neighbours International Inc ID 44/24 Contract.pdf](#)

Delaware County Human Services Contract Summary Page for Annual Renewal Requests

Program Office: Intellectual and Developmental Disabilities

Provider: Neighbours International, Inc.

Contract Number: ID 44/24

Proposed Contract Amount: N/A

Estimate Expenditures for Current Fiscal Year: \$228,003.00

Proposed Contract Effective Dates: 7/1/2024 6/30/2025

Funding:

Federal Funding Source(s):		Amount:	
State Funding Source(s):	Human Services Block Grant	Amount:	97.94%
Other Funding Source(s):		Amount:	
County Funding:		Amount:	2.06%

Available Budget (Only for Increase Amount):

SAP Account(s)	1125-4714-631000	Balance:	Funds to be transferred
	1125-4828-631000		Funds to be transferred

Services included in the Contract:

Administrative fee

Was a Request for Proposal Issued? Yes  No  Date:

*Plan to issue Request for Proposal or rationale if not planning on issuing one:*

Neighbours International is an Office of Developmental Programs approved provider which the Department's Intellectual and Developmental Disabilities program must use. The Department has no current plan to advertise this level of service.

*Specific data points which will be utilized to evaluate provider:*

*Metrics utilized to assess data points and acceptable thresholds:*

Supports Coordinators review services during quarterly provider monitoring which includes the successful utilization of services which Neighbours issues vendor payments for. There is monthly monitoring along with ODP to track all activity around funding that has been allocated. In addition, the SCO meets bi-weekly meetings to monitor progress.

*Results of last assessment of provider:*

DATE: July 1, 2024

AGENCY: County of Delaware, Office of Intellectual and Developmental Disabilities

PROVIDER OF SERVICE: Neighbours International, Inc.  
49 Woodbridge Avenue  
Highland Park, NJ 08904

Federal ID #61-1593928

CONTRACT PERIOD: Beginning: July 1, 2024  
Ending: June 30, 2025

CONTRACT AMOUNT: N/A\*

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their officials thereunto duly authorized.

PROVIDER OF SERVICE

COUNTY OF DELAWARE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COUNTY COUNCIL CHAIR

\_\_\_\_\_  
PRINT/TYPE AUTHORIZED NAME

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY CLERK

SERVICES: SEE APPENDIX Z

\*Contract contains no maximum dollar amount – approved rates attached.



**AGREEMENT**

This Agreement is made by and between the County of Delaware, Department of Human Services, (“County”), and **Neighbours International, Inc.** hereinafter referred to as the (“Contractor” or “Provider”).

Whereas, the County has received or is anticipating receiving State and Federal funds from the Commonwealth of Pennsylvania, and funds from other sources, for the provision of Intellectual and Developmental Disabilities services; and

Whereas, the County desires to contract with Contractor for the provision of such services; and

Whereas, the parties desire to set forth their understandings in writing.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

**1. TERM**

This Agreement shall be effective from **July 1, 2024 through June 30, 2025**, subject to the other provisions herein, unless terminated earlier by either party according to the termination provisions herein.

**2. TERMINATION**

This Agreement may be terminated by either party at any time without cause, upon at least sixty (60) days advance written notice to the other party.

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

**3. AGREEMENT AMOUNT**

Subject to the availability of State, Federal and County funds, and Contractor's compliance with each of the terms and conditions of this Agreement, the County hereby agrees to pay to Contractor a total of **N/A\***, to be utilized as set forth below: (See Appendix Z)

Payment by the County shall be made as follows:

- A. For program-funded components, payment will be on a cost reimbursement basis, solely for the actual costs or expenses incurred by providing social services as set forth in this Agreement.

- B. For fee-for-service components, payment will be made at the agreed cost per unit less any client income. County will only reimburse for actual days/units in attendance and approved absences.
- C. The County may suspend, withhold or revise any payment for non-compliance by Contractor with the terms and conditions of this Agreement.
- D. Payment shall be made in the manner set forth in Appendix "A".
- E. Contractor certifies that the Federal/State funds to be used under this Agreement do not replace or supplant in any way, Federal/State or County funds for already existing services. Contractor further certifies that the services to be provided under this Agreement are not already available without cost.
- F. Notwithstanding anything to the contrary contained in this Agreement, each payment required to be made under this Agreement is specifically contingent on Contractor's full and timely compliance with each and every applicable Federal, Commonwealth (Pennsylvania Department of Public Welfare and Pennsylvania Department of Health) reporting requirement and any County reporting requirements, as such requirements may be amended from time to time. If Contractor fails to submit complete and accurate reports when and as due, County may immediately proceed as set forth in Appendix E or, to the extent permitted by applicable law and regulation, in the County's sole and absolute discretion, suspend any or all payments to Contractor and/or immediately terminate or suspend this Agreement and/or pursue any and all other remedies available under this Agreement or as otherwise provided by law.

**4. APPENDICES**

Contractor shall comply with the provisions of the following attached Appendices, which are incorporated into and made a part of this Agreement:

Appendix A	Payment Schedule
Appendix D	Source of Funds Statement
Appendix E	Non-Compliance Procedures
Appendix F	Insurance
Appendix H-1	Special Terms/Conditions (if applicable)
Appendix L	Disclosure of Lobbying Activities
Appendix M	Board of Directors
Appendix T	SCO Base Contract Requirements
Appendix U	Audit Requirements
Appendix X	Program Description (if applicable)
Appendix Z	Budget
Appendix AA	Invoicing Submission Requirements
Appendix CC	HIPPA Business Associate Agreement
Appendix DD	Federal Awards (if applicable)
Appendix EE	Child Protective Services
Appendix FF	Medical Marijuana Prohibition
Appendix II	Political Contribution Disclosure

In the event, any provision of the attached Appendices conflict with the provisions of this Agreement, this Agreement shall control.

**5. 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.

**6. 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.

**7. RETAINED REVENUE**

**(This section applies to Mental Health agencies only.)**

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

8. **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. **(This paragraph does not apply to CYS Fee-For-Service agreements.)**

9. **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".

**10. AVAILABILITY OF INFORMATION**

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

**11. ACCESS TO RECORDS/PROPERTY RIGHTS**

**(This section does not apply to CYS fee-for-service agreements.)**

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").

12. **TITLE TO AND PURCHASE OF EQUIPMENT**

**(This section does not apply to CYS fee-for-service agreements, sections B through D do not apply to ID fee-for-service agreements, sections B and C do not apply to EI fee-for-service agreements.)**

- 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.

### **13. 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.

14. **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).

15. **PROJECT INCOME**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

16. **INTEREST INCOME**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

17. **TRAVEL**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.



**18. 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.

**19. 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.

**20. ENVIRONMENTAL IMPACT**

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

**21. CONFIDENTIALITY**

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

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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. Notwithstanding the foregoing, to the extent this Agreement is a Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

**28. 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.

**29. 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.

**30. 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.

**31. PERSONNEL AGREEMENT**

**(This section is not applicable to fee-for-service agreements.)**

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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

37. **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.

Notwithstanding the foregoing, to the extent this Agreement is a "Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

38. **DISPUTES**

**(This section applies to Mental Health/Intellectual and Developmental Disabilities/Early Intervention agencies only.)**

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.

**39. 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.

**40. 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		

**41. 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.

**42. 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.

**43. PROHIBITION AGAINST ASSIGNMENT**

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

**44. 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.

**45. TIME IS OF THE ESSENCE**

Time is of the essence with respect to this Agreement.

**46. 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.

**47. 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.

**48. 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.

**49. 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.

**50. 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.

**51. 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. 69<sup>th</sup> 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.

**52. 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.

**53. 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.

**54. 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.

**55. HEADINGS**

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

**56. 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.

**57. 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.

**58. 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.

**59. 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.

## **PAYMENT SCHEDULE**

### **INVOICING FEE-FOR-SERVICE PROGRAMS**

In accordance with the rate setting package submitted by the Contractor, which is on file with the Delaware County Department of Human Services, the Contractor will be reimbursed on a fee-for-service basis at the rates set forth in Appendix Z - Budget. Payment will not be made for any client for whom a current service authorization is not in place.

County will not reimburse non-waiver fee-for-service residential contractors for days a consumer is hospitalized or on therapeutic leave.

Invoices must be submitted through the Pennsylvania Department of Human Services PROMISe™ System.

### **APPENDIX A**



## **SOURCE OF FUNDS STATEMENT**

All notices, informational pamphlets, press releases, research reports and similar public notices prepared by and released by the Contractor shall include the statement, "This project may be funded under a contract with Delaware County through the Delaware County Department of Human Services; the Pennsylvania Department of Human Services; the Pennsylvania Department of Agriculture; the City of Philadelphia, Office of Housing & Community Development and the U.S. Department of Housing & Urban Development; however, the Contractor is an independent contractor acting on its own behalf and not in behalf of the County of Delaware, the Commonwealth of Pennsylvania or the Federal Government".

## **APPENDIX D**

## NON-COMPLIANCE PROCEDURES

During the performance of this Contract/Agreement, the following conditions shall prevail for Non-Waiver Intellectual and Developmental Disabilities Services:

- A. The Contractor shall comply with and fulfill, in a timely and proper manner, its obligations under this Contract/Agreement and the provisions of the Mental Health/Intellectual Disabilities Act of 1966 and subsequent amendments, the Mental Health Procedures Act of 1976, as amended, the Child Protective Services Laws of 1975, as amended, and all regulations and bulletins promulgated by the Department of Human Services of the Commonwealth of Pennsylvania there under, which are hereby incorporated into this Contract/Agreement by reference.
- B. Any request for extension of the due dates must be in writing at least fifteen days prior to due date with detailed reasons to justify the extension. Submissions to satisfy compliance issues must be in writing.
- C. If the Contractor shall fail to fulfill in a timely or proper manner its obligations under this Contract/Agreement, or if the Contractor shall violate any of the covenants or stipulations of this Contract/Agreement, the County may issue a written notice of non-compliance to the Contractor requiring compliance within a specified period of time, but in no event less than fifteen days following receipt of said notice. If the Contractor shall fail to comply with the specified period of time, the County may exercise one of the following options:
  - 1. By written notice to the Contractor, cease payment for and withhold all otherwise allowable payments for the expense of the Contractor until such time as the Contractor complies with the requirements of the Notice of Non-Compliance; or
  - 2. If compliance is not achieved within thirty days of written notice, a non-retrievable 10% reduction in the Contractor's administrative expenses will be implemented and/or;
  - 3. If satisfactory compliance is not received within the following thirty days of written notice, an additional non-retrievable 20% reduction in the Contractor's administrative expenses will be implemented and/or;
  - 4. The Contractor's total allocation may be reduced by 5% in addition to any previous action.

### APPENDIX E

- D. It is further agreed that in the event funds to the County from State and Federal funds are not obtained and continued to an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the County may exercise one of the following options:

Continue the Contract/Agreement by reducing through written notice to the Contractor, the amount of the Contract/Agreement in a manner consistent with the nature, amount, and circumstances of the County's loss of State or Federal funding; provided, however, that any termination or reduction of this Contract/Agreement shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction.

- E. The rights and remedies of the County provided in this provision shall not be exclusive and are in addition to any rights and remedies provided by law or under this Contract/Agreement.
- F. Contractor shall comply in full with all Quarterly/Semiannual Report requirements set forth in Appendix C, if applicable.

If the Contractor shall fail to submit required Quarterly/Semiannual Reports on a timely, complete, and accurate basis, Contractor shall be subject to the withholding of County Payments until all outstanding report requirements have been fully satisfied. No Quarterly/Semiannual Report submission will be considered satisfactory until it has met County standards for both completeness and accuracy.

Non-compliance includes, but is not limited to, the failure to submit reports or the submission of late or inaccurate reports, during the Term. Such non-compliance may also result in actions as described under Section C above.

#### APPENDIX E

## INSURANCE

Before the contract is awarded, and unless otherwise approved by the County of Delaware's (hereinafter referred to as the 'County') representative in writing, the Contractor/Provider shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the County. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor/Provider, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the County, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an "occurrence" basis, not "claims-made", with the exception of Professional Liability insurance, unless specifically approved by the County in writing.

The County of Delaware reserves the right to grant exception(s) to specific contractors with respect to the requirements herein, if deemed reasonable and if determined that such exception(s) are in the best interests of the County.

### **1. General Liability:**

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor/Provider or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000
Damage to Rented Premises	\$ 50,000
Medical Payments	\$ 10,000
Abuse/Molestation (if applicable to services provided)	\$1,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor/Provider under the Indemnification and other provisions of the contract.

Any deductible under this coverage is subject to the County's approval, and shall be the sole responsibility of the Contractor/Provider.

**2. Business Automobile Liability:**

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
Uninsured/Underinsured Motorists Liability Limit	\$ 1,000,000

**3. Workers' Compensation and Employers Liability**

Workers' Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage (if applicable), and USL&H and Jones Act coverage (if applicable), with limits not less than:

Workers' Compensation	Statutory
Bodily Injury, each Employee	\$500,000
Bodily Injury, each Accident	\$500,000
Disease, each Employee	\$500,000

If Contractor/Provider is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers' Compensation coverage.

**4. Umbrella Liability**

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Hazardous work may require higher limits, as requested by the County.

**5. All Risk Builders Risk (if applicable)**

All Risk (Special Form) Builders Risk insurance, including Earthquake and Flood to the extent reasonably commercially available, providing protection for building, structures, and materials or equipment to be installed in the project, while in the course of construction, in transit to the project site, and while being retained in off-site storage.

The Builders Risk policy shall be written to cover 100% of the completed value of the project, at replacement cost valuation, with an agreed amount provision (coinsurance waived).

Any deductible under this coverage shall be no more than \$25,000 and shall be the sole responsibility of the Contractor.

The policy shall cover the insurable interests of the County, Contractor and Subcontractors in the Work. The County and Contractor waive all rights against each other for damages caused by fire or other perils to the extent payment is actually made under insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the County. The Contractor shall require similar waivers by Subcontractors.

The County will procure such Builders Risk coverage in compliance with the above provisions, subject to information contained in Appendix 1, which shall be provided by Contractor following award of the bid.

#### **6. Professional Liability/Errors & Omissions Insurance (if applicable)**

All Contractors/Providers who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

#### **7. Cyber Insurance**

Provider shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Provider for claims, losses, liabilities, judgements, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Provider or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to Client, but in no event less than the following: \$3,000,000. This includes, but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Provider shall furnish Client, upon request, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Provider shall not cancel or reduce any such insurance without prior written consent of Client. Provider shall notify Client in writing within five business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

**8. Contractors Pollution Liability (if applicable)**

All Contractors who will perform environmental services (including but not limited to asbestos or lead abatement, testing or remediation) shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

**9. Performance & Other Bonds**

Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations.

Contractor shall furnish a Maintenance Bond in an amount equal to ten percent (10%) of the Contract including Change Orders. This Maintenance Bond shall be effective for a period of one (1) year following the date established by the certificate of Substantial Completion.

All Bonds shall be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act and the Surety's financial statement.

If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to County.

## General Insurance Provisions

All policies required hereunder other than Workers Compensation, Professional Liability, and Builders Risk shall name the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor/Provider or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the County.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Contractor/Provider. Contractor/Provider shall immediately forward any such notice to County.

Contractor/Provider shall furnish to County Certificates of Insurance prior to the start of work, evidencing that all requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required herein, including Additional Insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the Certificate. A renewal Certificate must be provided to County prior to the expiration date thereof.

## Subcontractor/Subconsultants

Contractor/Provider shall require each subcontractor or subconsultant to provide insurance as outlined above. Such policies shall name the County of Delaware and its departments, offices, and agencies; Contractor/Provider; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subcontractor/subconsultant. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Contractor/Provider shall be responsible for securing and maintaining certificates of insurance from all subcontractors/subconsultants evidencing the insurance coverages required herein.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for Contractor/Provider or its subcontractors/subconsultants. **Meeting these minimum requirements shall in no way limit or relieve the Contractor/Provider liability and obligations under any other provision of the Contract.** The Contractor/Provider shall acquire,



at its own expense, any other Additional Insurance coverage it deems necessary for the protection of its work under this contract.

### **Self-Insurance**

If Contractor/Provider maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Provider's most recent audited financial statement, must be provided to County for review and approval, such approval not to be unreasonably withheld.

If County grants such approval, Contractor/Provider understands and agrees that the County of Delaware, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor/Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

### **Non-Waiver of Indemnification**

The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications required of Contractor/Provider, nor to limit Contractor/Provider's liability under this contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor/Provider hereunder.

## SPECIAL TERMS/CONDITIONS

- H-1 Provider agrees, at all times during the period services are provided, to be in compliance with all appropriate Pennsylvania Department of Human Services licenses, including but not limited to 3800, 6100, 6400, 6500, 6600, 2380 and 2390 licenses.

Provider agrees to comply, or to assist the Office of Intellectual and Developmental Disabilities to comply, with all court orders relevant to persons receiving supports from said provider, including Pennhurst.

Provider agrees to notify the County in writing 30 days in advance of any notice of termination of services for any individual. The individual must be maintained in the current placement until a new placement is secured.

Provider agrees to comply with Pennsylvania Department of Human Services Office of Developmental Programs Bulletin 00-21-02, Incident Management, and any subsequent regulations or updated bulletins related as such.

## APPENDIX H-1

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX L

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____ Date of last report _____</p>	
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>Prime _____ Subawardee Tier _____ (if known)</p> <p>Congressional District, if known _____</p>		<p><b>5. If Reporting entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description</b></p> <p>CFDA Number, if known _____</p>		
<p><b>8. Federal Action Number, if known</b></p>	<p><b>9. Award Amount, if known</b></p> <p>\$ _____</p>		
<p><b>10 a) Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b></p>	<p><b>10 b) Individuals Performing Services (including address if different from No. 10 a)(last name, first name, MI)</b></p>		
<p><b>11.</b></p>	<p>Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Section 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file he required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone #: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p><b>Authorized for Local Reproduction Standard Form-LLL</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**June 14, 2023**

**Neighbours International, Inc.**

**Directors & Officers:**

**Patti Scott, President**

**Term: July 1, 2023 to July 1, 2024**

**49 Woodbridge Avenue, Highland Park, NJ 08904**

**Jay Klein, Secretary**

**Term: July 1, 2023 to July 1, 2024**

**49 Woodbridge Avenue, Highland Park, NJ 08904**

**DeAmon Harges, Treasurer**

**Term: July 1, 2023 to July 1, 2024**

**49 Woodbridge Avenue, Highland Park, NJ 08904**

**Gloria Quinn, Director**

**Term: July 1, 2023 to July 1, 2024**

**49 Woodbridge Avenue, Highland Park, NJ 08904**

**Tom McLean, Director**

**Term: July 1, 2023 to July 1, 2024**

**49 Woodbridge Avenue, Highland Park, NJ 08904**

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
APPENDIX U  
AUDIT REQUIREMENTS**

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APPENDIX U

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
APPENDIX U  
AUDIT REQUIREMENTS FOR SUBRECIPIENT ORGANIZATIONS**

**U-I OVERVIEW**

**Introduction**

The purpose of Appendix U is to set forth audit guidance for provider organizations receiving financial assistance from the Delaware County Department of Human Services (County) either directly or as a subrecipient of a pass-through award. This audit guidance is applicable to the following Delaware County Human Services programs:

- Mental Health
- Intellectual and Developmental Disabilities
- Early Intervention
- Drug and Alcohol
- Adult and Family Services
- Child Welfare

Depending on the type and amount of funding received, an audit of the financial assistance provided in connection with the County contract may be required. Awards received from the County may include federal, state, or county financial assistance. In addition to Federal audit requirements, the Commonwealth of Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP) have unique audit requirements which need to be considered in the determination of audit compliance.

**Any pass-through of federal awards is required to be reported by subrecipients on the same basis as is required for federal financial assistance received directly from a federal awarding agency.**

The County is responsible for ensuring that the financial statements of its subrecipients are appropriately audited in accordance with *Government Auditing Standards* (the Yellow Book), applicable program requirements and contract provisions, and, when appropriate, the Single Audit Act Amendments of 1996, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) of the Office of Management and Budget (OMB), the Pennsylvania Department of Human Services Single Audit Supplement, and the Pennsylvania Department of Drug and Alcohol audit guidelines.

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## Obtaining an Engagement Letter

For all audits performed in accordance with the provisions of Appendix U, the subrecipient organization must have executed a written engagement letter with its independent auditor establishing an understanding about the services to be performed. The engagement letter should specify the responsibilities of both the subrecipient organization and the auditor and the objectives and scope of the engagement.

## Interpretation of Appendix U

Any questions pertaining to Appendix U should be referred to:

Human Services Accountant  
Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082  
Phone No.: 610-713-2115  
Fax No.: 610-713-2326

## Auditor Independence

Subrecipient organizations shall ensure that the audit organization and the auditors performing the audit work are independent of mind as well as in appearance. It is crucial that the audit organization and the audit team act with integrity and exercise objectivity and professional skepticism.

## Audit Objectives

The audit must be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAGAS or Yellow Book), issued by the Comptroller General of the United States. A Yellow Book audit can be required by law, regulation, agreement, contract, or policy. The most common Yellow Book audits are those required as part of a Single Audit performed under Subpart F of the Uniform Guidance, which supersedes OMB Circular A-133 audit requirements. A Single Audit is required if the organization expends more than a specified amount of federal awards. Another common way an organization may be subject to the Yellow Book requirements is because of provisions included in grant agreements or contracts regardless of the amount of federal awards expended. The Yellow Book incorporates GAAS. Thus, performing a financial audit requires auditing the financial statements in accordance with GAAS, as well as following the additional general, field work, and reporting standards contained in *Government Auditing Standards*. This includes testing and reporting on compliance with laws, regulations, and provisions of contracts or grant agreements for which noncompliance would be

### APPENDIX U

material to the financial statements. An audit of financial statements in accordance with the Yellow Book may include additional reporting and documentation responsibilities.

The subrecipient organization may satisfy the audit requirements of this contract by obtaining a Single Audit in accordance with the provisions of Subpart F of the Uniform Guidance. Either a Program Specific Audit or an organization-wide Single Audit, performed in accordance with applicable federal, state and county requirements, may be acceptable. In some instances, the auditee may elect to have a series of audits covering departments, agencies, or other organizational units that expended or otherwise administered federal awards, providing that each such audit encompasses the necessary financial reporting requirements for each such department, agency, or other organizational unit.

*The subrecipient organization's audited financial report is utilized by the County to meet its responsibilities in overseeing its programs and assuring the integrity of funds expended. Upon completion of the audit, the supporting audit workpapers shall be made available, upon request, in connection with a quality review, to resolve any audit findings or to carry out oversight responsibilities.*

### **Audit Reporting Package Submission**

The County requests that one copy of the audit reporting package conforming to this Appendix U be delivered to the County at the following address:

Human Services Accountant  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, Pennsylvania 19082

The audit reporting package submission date is 30 days after completion of the audit, but in any event, not later than 9 months after the end of the audit period. However, earlier submission to the County is encouraged.

### **Extension of Submission Date for Audit Reporting Package**

If it is determined that the audit reporting package cannot be submitted to the County before the due date, a written request for extension must be made by submission of Exhibit C to the County. The request must be received by the County at least 2 weeks prior to the due date.

The County may impose sanctions whenever the audit package is not timely submitted and an extension request has not been granted.

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## **Allocations of Indirect Costs**

Indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective or not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved. Indirect costs can be allocated on an individual line-item basis or collected in an expense pool and allocated in total, utilizing an appropriate base on which to allocate the indirect expenses. In order to achieve equitable cost allocation, a plan must be established to define which costs are to be charged directly and which costs are to be treated as common or indirect costs.

If indirect costs are allocated, then the auditor has responsibility concerning the reasonableness of the allocation. The main purpose in allocating indirect costs is to ensure that each program bears its fair share of costs compared to other programs. Indirect costs are charged by way of a cost allocation plan. The cost allocation plan should ensure that:

- Costs are consistent and logical;
- The allocation includes only costs incurred for a common or joint purpose that benefit more than one program and are not readily assignable to one program;
- Each program bears its fair share of costs compared to other programs;
- Indirect costs are not charged as both direct and indirect costs; and
- The same indirect costs are not being charged to different programs.

## **Retained Revenue**

Delaware County Human Services programs may approve retained revenue allowances by subrecipients by specifically including special retained revenue provisions in the contract. In no case will retained revenue allowances exceed 3% of the total gross revenues applicable to any contract funding representing pass-through funding from Pennsylvania Department of Human Services.

## **Fraud and Illegal Acts**

If fraud or illegal acts are discovered, the auditor should notify the primary executive officer of the subrecipient organization. The subrecipient organization should then promptly notify the County. If the subrecipient's primary executive officer is in any way involved with the acts, the auditor should then notify the County directly. The County will, in turn, take the matter to the funding agency. There is no level of materiality to be considered when reporting fraud or illegal acts.

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## **Additional Audit Provisions**

Subrecipient organizations can be required to have audits by contract or other means, even when the audit would not be required by law.

The County, federal, and state agencies, or their authorized representatives, reserve the right to perform additional audits of a financial and/or performance nature, if deemed necessary in carrying out their program administration and monitoring responsibilities. Any such additional work may rely on the work already performed by the Subrecipient's auditor, and the costs for any additional work performed will be borne by those agencies at no additional expense to the Subrecipient. A federal awarding agency may request that a specific federal program be audited as a major program in lieu of the federal awarding agency conducting or arranging for additional audits.

If it is decided by the County that an audit of this contract will be performed, the Subrecipient will be given advance notice. The Subrecipient shall maintain books, records, and documents that support the services provided, that the fees retained are in accordance with the contract, and that the Subrecipient has complied with the contract terms and conditions. The Subrecipient agrees to make available, upon reasonable notice, at the office of the Subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Appendix U, all books, records, and documents for inspection, audit, or reproduction by the County or a state or federal agency or their authorized representative.

Audit working papers and audit reports must be retained by the Subrecipient's auditor for a minimum of three years from the date of issuance of the audit report, unless the Subrecipient or the Subrecipient's auditor is notified in writing by the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the County, to extend the retention period. The term "cognizant agency" means any Federal or State agency that has the primary audit or oversight responsibility for a particular contractor or grantee. Audit working papers must be made available, upon request, to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect costs, a federal agency, General Accounting Office, the County or its designee at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities. Access to audit documentation includes the right to obtain copies of audit documentation, as is reasonable and necessary.

The Subrecipient shall preserve all books, records, and documents related to the program year for at least three years from the contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the grantor or pass-through agency, or as required by applicable federal laws and regulations, whichever is longer. If the program contract is completely or partially terminated,

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the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

### **Special Purpose Reports**

The County may require the subrecipient organization or its auditor to issue other reports in addition to those reports addressed in Appendix U. Special Purpose Reports will generally be referenced in the contract.

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## **U-II GENERAL AUDIT REQUIREMENTS**

### **A. Federally Mandated Audit Requirements**

#### **Subpart F**

The subrecipient organization must comply with all federal, state, and county audit requirements including the *Single Audit Act*, as amended, Subpart F of the Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, state audit supplements and audit requirements, other applicable laws or regulations, and any amendments to such other applicable laws or regulations which may be enacted or promulgated by federal, state, or local government.

#### **Local Governments or Non-Profit Organizations**

If the subrecipient organization expends total federal awards of \$750,000 or more (from all funding sources) during its fiscal year, either directly from the federal government or indirectly from a recipient of federal funds, the subrecipient organization is required to have a Single Audit or Program Specific Audit performed in accordance with the provisions of Subpart F of the Uniform Guidance.

If the subrecipient organization expends total federal awards of less than \$750,000 (from all funding sources) during its fiscal year, it is exempt from these audit requirements. However, it is required to maintain auditable records of federal, state, and local funds that supplement such awards, and to provide access to such records by federal, state, and local agencies or their designees for a period of at least 5 years after the report release date or for any additional period requested. An organization expending less than \$750,000 in federal funds may nevertheless be subject to audit requirements specific to the programs from which they receive funds.

#### **For-Profit Organizations**

The Uniform Guidance applies primarily to state and local governments, Indian tribes, institutions of higher education and nonprofit organizations that carry out a federal award as a recipient or subrecipient. However, a subrecipient organization is not exempt from reporting requirements on the basis that it is a for-profit entity. Where funding has been passed through to a for-profit subrecipient, the primary recipient or subrecipient must ensure compliance with applicable laws and regulations. This can be accomplished through pre-award audits, monitoring and post-award audits. Specific audit requirements may also be included in the contract with the for-profit recipient. In some cases, program-specific audits may be required.

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## **B. Federal Expenditures Notification**

Subrecipient organizations receiving funding from the Delaware County Department of Human Services are required to provide the County with notification regarding federal expenditures. The purpose of this notification is to determine which of the County's subrecipient organizations has met the Uniform Guidance Single Audit threshold. The notification is to be completed and forwarded to the Delaware County Department of Human Services within 45 days after the subrecipient's fiscal year end. The schedule format appears as Exhibit B on page 17 of this Appendix U. Subrecipient organizations not meeting the Single Audit threshold are required to provide the County with certain information described on page 2 of Exhibit B.

## **C. Types of Federal Audits**

### **1. Single Audits Performed Under the Uniform Guidance**

**General:** The Single Audit shall be conducted in accordance with GAGAS/Yellow Book. The audit shall cover the entire operations of the auditee or at the option of the auditee, a series of audits that cover departments, agencies, and other organizational units which expended, or otherwise administered, federal awards during the fiscal year. Each such audit shall encompass the financial statements and Schedule of Expenditures of Federal Awards. The audited financial statements and the Schedule of Expenditures of Federal Awards shall be presented for the same fiscal year.

**Financial Statements:** The auditor shall determine whether the financial statements of the auditee are presented fairly in all material respects in conformity with U.S. generally accepted accounting principles. The auditor shall also determine whether the Schedule of Expenditures of Federal Awards is presented fairly in all material respects in relation to the auditee's financial statements taken as a whole.

**Other Reports:** The auditor shall issue a Yellow Book report on internal control over financial reporting and on compliance and other matters and a Single Audit report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance.

**Audit Follow-up:** The auditor shall follow-up on prior audit findings, perform procedures to assess the reasonableness of the Summary Schedule of Prior Audit Findings prepared by the auditee, and report, as a current year audit finding, if it is concluded that the Summary Schedule of Prior Audit Findings materially misrepresents the status of any prior year finding. The auditor shall perform audit follow-up procedures, regardless of whether a prior audit finding relates to a major program, in the current year.

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## Single Audit Reporting Package Requirements Checklist:

- Financial statements that reflect financial position, results of operations, or changes in net assets and, when appropriate, cash flows for the fiscal year.
- Schedule of Expenditures of federal, state & local awards for the period covered by the financial statements.
- Summary schedule of prior audit findings
- The auditor's opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.
- A report on internal control over financial reporting and compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs.
- A report on compliance for each major program and on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or modified opinion as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs.
- A schedule of findings and questioned costs which must include the following three components:
  - (1) A summary of the auditor's results, which must include:
    - (i) The type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
    - (ii) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control were disclosed by the audit of the financial statements;
    - (iii) A statement as to whether the audit disclosed any noncompliance that is material to the financial statements of the auditee;

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- (iv) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control over major programs were disclosed by the audit;
  - (v) The type of report the auditor issued on compliance for major programs (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
  - (vi) A statement as to whether the audit disclosed any audit findings that the auditor is required to report;
  - (vii) An identification of each individual major program, or in the case of a cluster of programs, the cluster name as shown on the Schedule of Expenditures of Federal Awards;
  - (viii) The dollar threshold used to distinguish between Type A and Type B programs; and
  - (ix) A statement as to whether the auditee qualified as a low-risk auditee under the criteria for a low-risk auditee.
- (2) Findings relating to the financial statements which are required to be reported in accordance with GAGAS.
- (3) Findings and questioned costs for Federal awards.
- (i) Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) that relate to the same issue should be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.
  - (ii) Audit findings that relate to both the financial statements and Federal awards should be reported in both sections of the schedule.
- Corrective action plan on all current year findings and a summary schedule of prior audit findings. When audit findings were not corrected or only partially corrected, the summary schedule must describe the reasons for the finding's recurrence and planned corrective action.
  - Data Collection Form stating whether the audit was completed in accordance with the standards for the audit of non-federal entities expending federal awards. The Data Collection Form also provides information about the auditee, its federal programs, and the results of the audit.
  - Management Letter issued by the auditor.
  - Delaware County Supplemental Schedule and related report (Appendix U -Exhibit A).

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## 2. Program Specific Audits Performed Under the Uniform Guidance

A subrecipient that expends \$750,000 in federal awards in any year may elect to have a Program Specific Audit, an audit of one federal program, rather than a Single Audit, if the subrecipient expends its federal awards under only one program (CFDA No.), excluding research and development, and that federal program's laws, regulations, or grant requirements do not require a financial statement audit of the entity.

Some federal assistance programs make available a Program Specific Audit Guide. If such a guide exists, it must be followed. A Program Specific Audit Guide provides specific guidance with respect to internal control, compliance requirements, suggested audit procedures, and audit reporting requirements. A listing of current program-specific audit guides can be found in the compliance supplement, including federal awarding agency contact information and a web site where a copy of the guide can be obtained. The auditor shall follow GAGAS/Yellow Book and the audit guide when performing a Program Specific Audit.

In those instances where a Federal Program Specific Audit Guide is available, the audit reporting package for a Program Specific Audit may be different and should be prepared in accordance with the audit guide. If a guide does not exist, the same basic responsibilities exist for the federal program as they would for an audit of a major program in a Single Audit.

The auditor must perform an audit of the financial statement(s) for the federal program in accordance with GAGAS/Yellow Book, must obtain an understanding of the subrecipient's internal control, and must perform tests of internal control as would be required for a major program. Also, the auditor must determine whether the auditee has complied with laws, regulations, and the provision of the grant agreements that could have a direct and material effect on the program as would be required for a major program, follow-up on prior year findings, and report any current year findings.

Program Specific Audit Reporting Package Checklist (when an audit guide is not available):

### The Auditee Responsibilities

- Financial statements for the federal program that include, at a minimum, a schedule of federal expenditures of federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule.
- Summary schedule of prior audit findings.
- Audit findings follow-up.

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- Corrective action plan.
- The Auditor Responsibilities

- Perform an audit in accordance with GAGAS.
- Obtain an understanding of internal controls and perform tests of internal controls over the federal program.
- Perform procedures to determine that the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on the federal program.
- Follow up on prior audit findings and perform procedures to assess the reasonableness of the summary schedule of prior audit findings.
- Report on audit findings.
- Issue the following reports:
  - (i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is/are presented fairly in all material respects in accordance with the stated accounting policies;
  - (ii) A report on internal control related to the Federal program, which must describe the scope of testing of internal control and the results of the tests;
  - (iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on the Federal program; and
  - (iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program.

In certain instances, a Yellow Book report on compliance and on internal control over financial reporting with appropriate report modifications for a program-specific audit may be required.

#### APPENDIX U

## U-III THE COUNTY'S FUNDING SOURCES

The Delaware County Department of Human Services funds its human services programs primarily by the pass-through of funding received from the Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP). Auditors of subrecipient organizations should become familiar with the DHS Single Audit Supplement, Pennsylvania Code Title 55, the Bureau of Drug and Alcohol Fiscal Manual and the Pennsylvania Department of Health Audit Requirements.

### A. Pennsylvania Department of Human Services (DHS) Audit Guidelines

***DHS requires the County to be responsible for ensuring that its subrecipients/ subcontractors are audited in accordance with the Yellow Book and, when appropriate, with the Single Audit Act and the Uniform Guidance. The County manages its subrecipient organization audits by contract.***

A Single Audit or program-specific audit in accordance with the Uniform Guidance is acceptable from any entity required to have one. However, the County may require an audit in accordance with Generally Accepted Government Auditing Standards even when expenditures do not exceed the Single Audit threshold.

DHS issues an Administrative Bulletin annually for the purpose of updating and releasing its Single Audit Supplement. Independent auditors of programs funded via DHS either directly or as pass-through funds are responsible for reviewing and implementing the procedures contained in the Single Audit Supplement. Accordingly, the County herewith passes down all applicable sections of the DHS Single Audit Supplement to its subrecipients who receive DHS funds passed through the County. DHS includes the Single Audit Supplement on the DHS website:

<http://www.dhs.state.pa.us/publications/index.htm>

The Single Audit Supplement contains Common Requirements representing compliance requirements applicable to all programs funded through DHS. It also provides compliance requirements specific to DHS funded programs. It specifies certain suggested audit procedures that are applicable to subrecipients of service. The Single Audit Supplement is not intended to supersede federal or Commonwealth of Pennsylvania policy, nor is it intended to serve as an all-inclusive audit manual or to supplant the auditor's judgment concerning the audit work required. The DHS Audit Supplement also follows the Uniform Guidance regarding the determination of major programs. Activities are governed by PA Code Regulations: Title 55.

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The Bureau of Financial Operations plans, organizes, directs, and controls financial support within the Pennsylvania Department of Human Services. These activities include the resolution of audits, providing technical support on county and subrecipient human services programs and conducting performance audits and reviews of DHS-funded programs. BFO's Audit Resolution Section manages and reviews DHS's subrecipient audits from counties and non-profit agencies and these audits can become the basis for any audit adjustments to the contracts and grants.

## **B. Pennsylvania Department of Drug and Alcohol Audit Guidelines**

The Pennsylvania Department of Drug and Alcohol was formerly administered under the Department of Health. In 2012, it became a department in its own right.

The audit requirements for DDAP funded contracts are incorporated by reference to its funding requirements. DDAP's audit requirements were last revised in July 2015. The Department has also published a Fiscal Manual, which covers the period July 2015 through June 2020.

DDAP subscribes to the federally mandated audit requirements for contracts that are federally funded. Accordingly, if total federal awards of \$750,000 or more received either directly from the federal government or indirectly from a recipient of federal funds are expended during the organization's fiscal year, an audit in accordance with the provisions of the Uniform Guidance is required. This requirement is stipulated regardless of the amount of state funds expended.

DDAP mandates performance of a financial audit made in accordance with the provisions of GAGAS for any contract if less than \$750,000 of federal funds but more than \$500,000 of state funds are expended during the state fiscal year (July 1 - June 30).

Unless stated otherwise in the contract, DDAP does not require an audit if:

- The organization expends less than \$500,000 of state funds under the contract during the state fiscal year and expends less than \$750,000 in federal awards received from all sources during its fiscal year; or
- All contract funds are received on a strictly fee-for-service basis.

Even if the recipient organization is not required to have an audit performed, it is required to maintain auditable records of federal, state, and county awards and expenditures and to provide access to its records by federal, state, and county agencies or their designees.

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**SUPPLEMENTARY FINANCIAL SCHEDULES  
AND AGREED-UPON PROCEDURES REPORT**

Whenever Delaware County Human Services awards are passed down to subrecipient organizations, the recipient organizations are required to submit supplementary financial schedules to the County. The supplemental financial schedules should be considered an integral part of the subrecipient's audit package. The supplemental financial schedule required under Appendix U Exhibit A identifies all revenue support received by the subrecipient organization from Delaware County Human Services and reconciles that information to the total of all revenue reported by the subrecipient organization in its audited financial statements for that period. This schedule is to be accompanied by an auditor's report on additional information accompanying the basic financial statements.

An illustrative presentation of the format of the supplementary financial schedule report on additional information is presented below.

**A. Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A)**

EXAMPLE – Report on Reconciliation of Support Received

INDEPENDENT AUDITOR'S REPORT  
ON ADDITIONAL INFORMATION

To \_\_\_\_\_

We have audited the financial statements of \_\_\_\_\_ as of and for the year ended June 30, \_\_\_\_, and have issued our report thereon dated \_\_\_\_\_, which contained (an unqualified opinion) on those financial statements. Our report was performed for the purpose of forming an opinion on the financial statements as a whole. The Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A) is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Auditor's Signature

Date of report on the basic financial statements.

(NAME OF SUBRECIPIENT ORGANIZATION)  
RECONCILIATION OF SUPPORT RECEIVED FROM  
DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
YEAR ENDED JUNE 30, \_\_\_\_\_

Revenue recognized as support received from Delaware County  
(indicate by Delaware County Program):

	<u>Federal</u>	<u>State and Local</u>	<u>Other</u>	<u>Total</u>
Mental Health	_____	_____	_____	_____
Intellectual and Developmental Disabilities	_____	_____	_____	_____
Early Intervention	_____	_____	_____	_____
Drug and Alcohol	_____	_____	_____	_____
Adult and Family Services	_____	_____	_____	_____
Children & Youth Services	_____	_____	_____	_____
Juvenile Probation	_____	_____	_____	_____
 Total	 _____	 _____	 _____	 _____
Other revenue recognized	_____	_____	_____	_____
Total revenue recognized	_____	_____	_____	_____

Note: Total revenue should be reconcilable to the audited financial statements of the subrecipient organization.

NOTIFICATION OF SINGLE AUDIT STATUS

This is to certify that \_\_\_\_\_ (subrecipient organization) is subject to compliance with the item marked below for the Fiscal Year Ending \_\_\_\_\_ (Last Day of Entity Fiscal Year):

- The Organization Expended \$750,000 or more in federal financial assistance during the fiscal year ended \_\_\_\_\_. We understand that a copy of our Single Audit Report must be submitted to Delaware County Department of Human Services within the earlier of 30 days after completion of the audit, or nine months after the end of the fiscal year.
- The Organization expended \$750,000 or more in federal financial assistance on **a single federal program**, therefore we have elected to have a program-specific audit of the contract in lieu of a single audit. We understand that a copy of our program-specific audit must be submitted to Delaware County Department of Human Services within the earlier of 30 days after completion of the program audit, or nine months after the end of the audit period.
- The Organization expended total federal financial assistance of less than \$750,000 during the fiscal year ended \_\_\_\_\_, therefore it is exempt with respect to filing a Single Audit Report for that year. We understand however, that we may be asked to provide access to the records we are required to maintain concerning such federal assistance. (Submit page 2 within nine months after the end of the fiscal year.)
- The Organization is a for-profit organization and is therefore not subject to the requirements of the Uniform Guidance. (Submit page 2 within nine months after the end of the fiscal year.)

We understand that a copy of the applicable report must be submitted by the required deadline to:

Human Services Accountant  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082

We further understand that our failure to submit any applicable report(s) by the required deadline may result in the suspension of payments or prevent the award of future grants.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official



**AUDIT STATUS NOTIFICATION LETTER**  
(Required for Subrecipient Organizations claiming exemption from audit submission requirements)

Please complete the following information, sign after the statement below, and fax it to 610-713-2326. The form is due to the Delaware County Department of Human Services within nine months after the end of the subrecipient organization's fiscal year.

Subrecipient Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Fiscal Year Ended (month/date/year): \_\_\_\_\_

Agency Contact Person (Name, Title, Phone #): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the Subrecipient Organization identified above expended less than \$750,000 in federal awards from all funding sources for the fiscal year ended \_\_\_\_\_ or is a for-profit organization. I also certify that **(CHECK ONE)**:

- The Subrecipient organization's financial statement audit did not include any disclosures related to current or prior years that could negatively impact Delaware County-funded programs (including, but not limited to, fraud, going concern uncertainties, financial statement misstatements and violations of contract and grant provisions), or
- A financial statement audit has not been conducted for the above-mentioned fiscal year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title  
(Financial Director or Designee)

\_\_\_\_\_  
Date

DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
SUBRECIPIENT REQUEST FOR EXTENSION  
RELATED TO SUBMISSION OF AUDITED FINANCIAL STATEMENTS

Subrecipient  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fiscal Year Ended: \_\_\_\_\_  
Name of Subrecipient Organization Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

Subrecipient requests an extension of the due date for report submission  
until \_\_\_\_\_.

Explanation and Justification:

\_\_\_\_\_  
Signature and Title Date

Submit this request by mail, or fax to:

Mail: Delaware County Department of Human Services  
Attention: Human Services Accountant  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082  
Fax: Attention: Human Services Accountant  
610-713-2326

**FOR USE BY DELAWARE COUNTY**

\_\_\_\_ Request Approved  
\_\_\_\_ Request Not Approved  
By: \_\_\_\_\_  
Delaware County Department of Human Services Date

**Program Narrative**

Agency Name: Neighbours International , Inc.

Contract Address: 49 Woodbridge Ave, Highland Park, NJ 08904

Agency Point of Contact: Mark Zandanel

Point of Contact Email Address: markzandanel@neighbours-inc.com

Phone Number Point of Contact: 856-278-5841

Hours of Operation: M-F 9-5pm

Emergency on-call number N/A

Service location(s): N/A

Agency Mission Statement: To provide quality vendor payment services.

**APPENDIX X**



**Provider Name / Location**

Delaware County DHS Program Office

**Program Name**

**Service Month**

**Unique Invoice Reference #**

<b>Service / Level of Care</b>	<b>Total Units</b>	<b>Rate</b>	<b>Total Service / Program Expenses</b>
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
<b>Total Invoice</b>		\$	-

**Authorized Signature**

**Date**

## INVOICING SUBMISSION REQUIREMENTS

Per your preference, invoices may be sent via mail **OR** email as follows:

Invoices submitted via mail to:

Accounts Payable Department  
Department of Human Services Administration  
20 South 69<sup>th</sup> Street, 4<sup>TH</sup> Floor  
Upper Darby, PA 19082

Invoices submitted electronically to:

Delcohsa\_ap@delcohsa.org

***\*NOTE: TO AVOID DUPLICATION DO NOT SEND THE INVOICE IN BOTH FORMATS AND DO NOT COPY OTHER INDIVIDUALS***

### Basic Invoice Requirements

- All invoices must be signed, dated and include a unique invoice number as well as the County Program Office and Program Name
- All invoices must include a coversheet if client specific data is included (See sample attached of both Fee for Service & Cost Reimbursement invoice coversheets)
- All invoices must include detail to support amount due – as per directed / mandated by your Assigned Program / Fiscal County Staff

### Additional Electronic Submission Requirements

- Submit invoices separately, one email for each invoice
- Invoice must be in PDF format only; any other format will be rejected by Accounts Payable
- Email subject line must include your Agency's name, County Program / Program name for which the invoice is being submitted, Invoice #, Invoice Date and Invoice amount

## APPENDIX AA

((Provider letterhead, address, etc))

To: **Accounts Payable**  
**Delaware County Department of Human Services**  
**20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor**  
**Upper Darby, PA 19082**

DHS PROGRAM OFFICE: \_\_\_\_\_

PROGRAM NAME: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

INVOICE # \_\_\_\_\_

SERVICE MONTH: \_\_\_\_\_

INVOICE AMOUNT: \$ \_\_\_\_\_

((Signature))  
((Title))

APPENDIX AA

## **DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES HIPAA BUSINESS ASSOCIATE AGREEMENT**

**WHEREAS**, the Delaware County Department of Human Services (Covered Entity) and Provider (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa.C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, 42 C.F.R. §§ 431.301-431,302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with the Agreement and the standards established by applicable laws and agency guidance.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this BAA and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

**NOW, THEREFORE**, Covered Entity and Business Associate agree as follows:

### **1. Definitions.**

- A. "Agreement" shall mean all agreements between the parties pursuant to which Business Associate provides services to the Covered Entity under which it receives PHI from Covered Entity.
- B. "BAA" shall mean this Business Associate Agreement.
- C. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- D. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- E. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA, the HITECH Act and applicable regulations and agency guidance, limited that which relates to or arises from the Agreement.
- G. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.

### **APPENDIX CC**



- H. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH regulations and agency guidance or as otherwise defined in the HITECH Act.
- I. The following terms used in this BAA shall have the meaning given to such terms under HIPAA, the HITECH Act and applicable regulations and agency guidance: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**2. Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement.

**NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.**

**3. BUSINESS ASSOCIATE OBLIGATIONS:**

- A. **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law and agency guidance.
- B. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable Minimum Necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance. Such safeguards shall include, without limitation, a reasonable security risk assessment and mitigation process, pursuant to which it prepares written reports. Business Associate shall provide to Covered Entity a copy of Business Associate's current risk assessment and mitigation report or reports upon request.
- C. **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to HIPAA Compliance Officer at 20 S. 69<sup>th</sup> Street, Upper Darby, PA 19082, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- D. **Reports Of Security Incidents.** In addition to following the breach notification requirements in section 13402 of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to HIPAA Compliance Officer at 20 S. 69<sup>th</sup> Street, Upper Darby, PA 19082, within two (2) days of discovery any Security Incident of which it becomes aware.
- E. **Breach Notification and Indemnification.** Upon the occurrence of any incident requiring notice under Subsection 3.C or 3.D of this BAA, Business Associate shall perform a risk assessment as contemplated by the HIPAA rules and guidance to determine whether the incident resulted in a Breach of Unsecured PHI. Business Associate shall include in the any notice provided to Covered Entity under Subsection

APPENDIX CC

- 3.C or 3.D of this BAA (i) a summary of such risk assessment and (ii) Business Associate's conclusions with respect thereto sufficient for Covered Entity to determine whether a Breach of Unsecured PHI has occurred and to provide notification to such individuals pursuant to the Breach Notification Rule. Business Associate shall provide Covered Entity with any additional information regarding such incident reasonably requested by Covered Entity to comply with the HIPAA Rules. Covered Entity may elect, at its own discretion, to provide or direct Business Associate to provide the notification to individuals. Within five (5) days after receipt of written notice from Covered Entity, Business Associate shall, at its own cost, provide the notification of a Breach of Unsecured PHI to individuals as required by the Breach Notification Rule and applicable guidance thereunder. In advance of providing such notification, Business Associate shall provide a copy of the proposed notification or notifications to be provided to the individuals and incorporate any reasonable changes thereto requested by Covered Entity. Business Associate shall further comply with all applicable federal and state breach notification requirements. Business Associate shall indemnify the Covered Entity for costs (including, without limitation, costs related to individual notification and reasonable attorneys' fees) associated with any Security Incident or incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under federal or state law and agency guidance which Security Incident or other incident (i) arises from any act or omission of Business Associate or any Subcontractor; or (ii) occurs with respect to any PHI while in the possession, custody or control of Business Associate or any Subcontractor.
- F. **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any Subcontractors or agents, Business Associate shall provide only the Minimum Necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the Subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this BAA.
- G. **Right Of Access To PHI.** At no cost to Covered Entity, Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and provide to him or her a copy of that individual's PHI within ten (10) business days of receiving a written request from the Covered Entity or the individual. Business Associate shall provide PHI to the extent and in the manner required by 45 C.F.R. §164.524 and other applicable federal and state law and agency guidance. If Business Associate maintains an electronic health record, Business Associate must provide the PHI in electronic format if requested. If any individual requests from Business Associate or its agents or Subcontractors access to PHI. Business Associate shall notify Covered Entity of same no less than five (5) days in advance of allowing such individual access to such designated record set. Business Associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.
- H. **Amendment And Incorporation Of Amendments.** At no cost to Covered Entity, within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If any individual requests an amendment from Business Associate or its agents or Subcontractors, Business Associate shall notify

APPENDIX CC

- Covered Entity no less than five (5) days in advance of responding to incorporating any requested amendment or otherwise responding to such request. .
- I. **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures. Business Associate shall notify Covered Entity of any such request it receives directly from an Individual no less than five (5) days in advance of providing such accounting to the individual.
  - J. **Requests For Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.
  - K. **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee and/or Covered Entity for purposes of determining compliance with applicable laws and agency guidance.
  - L. **Return Or Destruction Of PHI.** At termination of this BAA, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. Upon termination of this BAA, Business Associate shall notify Covered Entity in writing regarding its plans for post-termination treatment of PHI, including without limitation return, destruction or ongoing maintenance of all PHI. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
  - M. **Maintenance Of PHI.** Notwithstanding Section 3.L of this BAA, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of the BAA and shall continue to maintain the information required under the various documentation requirements of this BAA (such as those in §3(h)) for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
  - N. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the Privacy Rule, as amended. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or applicable laws and agency guidance.

APPENDIX CC

- O. **Term.** The Term of this Agreement shall be effective on the date of execution of the Agreement, and shall terminate on the date of termination of the Agreement between the or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- P. **Termination for Cause.** Notwithstanding any other provision of this BAA or the Agreement to the contrary, Covered Entity shall have the right to terminate this BAA and the Agreement if covered entity determines Business Associate has violated a material term of this BAA and Business Associate has failed to cure such breach within thirty days after written notice from Covered Entity.
- Q. **Failure To Perform Obligations.** In the event Business Associate fails to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable laws and agency guidance. Covered Entity's rights and remedies under this Subsection 3.Q are in addition to, and shall not restrict, limit or abridge, any other rights or remedies of Covered Entity under this BAA or the Agreement.
- P. **Privacy Practices.** Upon execution of this BAA, Business Associate shall provide to Covered Entity a copy of its Notice of Privacy Practices and other forms that Business Associate intends to utilize with respect to individuals under the Agreement. Business Associate shall incorporate any changes thereto reasonably requested by Covered Entity. Business Associate shall promptly utilize any related forms or notices relating to compliance with the HIPAA Rules and guidance as directed by Covered Entity. Covered Entity retains the right make reasonable changes to such forms The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

#### 4. OBLIGATIONS OF COVERED ENTITY:

- A. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the Notice of Privacy Practices that the Covered Entity produces in accordance with applicable law and agency guidance as well as changes to such notice.
- B. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

## FEDERAL AWARDS

The following information is provided pursuant to the requirements of 2 CFR § 200

CONTRACTOR's registered name for DUNS \_\_\_\_\_

CONTRACTOR'S DUNS number \_\_\_\_\_

CONTRACTOR'S UNIQUE ENTITY IDENTIFIER \_\_\_\_\_

The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. This number may be obtained by telephone (866-705-5711) or via the Internet (<http://fedgov.dnb.com/webform>). (See 2 CFR, Part 200, Subpart A, §200.32)

Federal Award Identification Number \_\_\_\_\_

Date of Federal Award \_\_\_\_\_

The date when the Federal award is signed by the authorized official of the Federal awarding agency. (See 2 CFR, Part 200, Subpart A, §200.39)

Start and end date for performance \_\_\_\_\_

The period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal Award. (See 2 CFR, Part 200, Subpart A, §200.77)

Amount of Federal Award obligated to Provider \_\_\_\_\_

Total amount of Federal Award \_\_\_\_\_

Project Description \_\_\_\_\_

A brief summary of the statutory or regulatory requirements of the program and its intended outcome and should align with the strategic goals and objectives within the Federal Awarding Agency's Performance Plan

Federal Awarding Agency \_\_\_\_\_

Contact information for awarding agency \_\_\_\_\_

Pass-through entity DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES

Catalog of Federal Domestic Assistance (CFDA) Number \_\_\_\_\_

CFDA Name \_\_\_\_\_

Is this award for research and development? YES \_\_\_\_\_ NO \_\_\_\_\_

Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Development is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. (See 2 CFR, Part 200, Subpart A, §200.87)

Indirect Cost Rate \_\_\_\_\_

For nonprofit organizations, the costs of activities performed by the non-Federal entity primarily as a service to members, clients, or the general public when significant and necessary to the non-Federal entity's mission must be treated as direct costs whether or not allowable and be allocated an equitable share of indirect (facilities and administrative (F&A)) costs. Indirect (F&A) costs mean those costs incurred for a common or joint purpose benefitting more than one cost objective. (See 2 CFR, Part 200, Subpart A, §200.56)

## CHILD PROTECTIVE SERVICES

All Providers and Contractors must comply with all of the requirements of 23 PA. C.S. Chapter 63. The Child Protective Service Law.

Please note that Delaware County requires that a new Certification of Compliance as required under CPSL Section 6344 must be obtained every Thirty-Six (36) months

The Child Protective Services Law (CPSL) was passed by the Pennsylvania legislature and signed into law by the Governor in 2014. Please review the amended requirements in Chapter 63, Title 23 (go to [www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM](http://www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM)) to assure that you and/or your agency are in full compliance.

The summary below is a partial listing and is not intended to take the place of your full review of the statute or your participation in training for mandated reporters.

Required documentation for new hires: any employee who begins employment with a new agency, institution, organization or other entity that is responsible for the care, supervision, guidance or control of children is required to have the three clearances as outlined by The Child Protective Services Law, Section 6344. The employer is required to maintain copies of the documents and produce them as requested. These are:

- Report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to the applicant;
- Certification from the Pennsylvania Department of Human Services that the applicant is not named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of an Indicated or Founded report of child abuse;
- Report of Federal criminal history record information, to include fingerprint submission to the Federal Bureau of Investigation indicating that the applicant is not disqualified from obtaining employment in a childcare position.

As of January 2, 2020, provisional hires are not permitted as mandated by Act 47 of 2019 and employees must obtain all three clearances prior to the beginning of employment. The Pennsylvania Department of Human Services is authorized to grant waivers for provisional hires for 45 days upon request from child day care centers, group day care homes and family day care homes providing that certain conditions are met.

Required documentation for current staff, volunteers and foster parents: Employees and volunteers who have contact with children, prospective adoptive parents, foster parents and school employees are required to obtain new clearances (certification and criminal record checks as described above) every three years.

Written notification of new arrest, conviction or substantiated child abuse: If an employee, foster parent or volunteer subject to the CPSL is arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity or service, or is named as a perpetrator in a founded or indicated report, the employee, foster parent or volunteer shall provide the administrator or designee of their agency with written notice not later than 72 hours after the arrest, conviction or notification that the person has been named in the Statewide database.

Requirement for training on child abuse recognition and reporting: The following persons are required to meet new training requirements: Operators of institutions, facilities and agencies, which care for children, their employees who have direct contact with children, foster parents, and caregivers in family daycare homes. The persons listed above must participate in three hours of training, which is approved by the Pennsylvania Department of Human Services prior to the issuance of a license, approval or registration certificate, and three hours of approved training every five years thereafter. New employees and new foster parents shall receive three hours of approved training within 90 days of hire or approval as a foster parent. Free on-line training is available from the Pennsylvania Child Welfare Resource Center. Go to [www.reportabusepa.pitt.edu](http://www.reportabusepa.pitt.edu). Check with your licensing entity to learn about other training that will meet your agency's training requirements.

All professionally licensed persons are required to submit documentation to their licensing board of completion of at least three hours of approved child abuse recognition and reporting training when applying for renewal or a new license. See your professional board information with the Pennsylvania Department of State website or your professional organization for information about the requirements for particular professional licenses.

Please have the following information available upon request from the County of Delaware to verify your compliance with the above regulations:

1. A copy of your professional license
2. Copies of your three certifications
3. A copy of a certificate showing that you have completed three hours of State approved training on Child abuse Recognition and Reporting

***Please note that Delaware County requires that a new Certifications of Compliance as required under CPSL Section 6344 must be obtained every Thirty-Six (36) months***

## MEDICAL MARIJUANA PROHIBITION

The Contractor may not use federal funds directly or indirectly to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. See e.g. 45 C.F.R § 75.300(a) requiring The Department of Health and Human Services (HHS) to “ensure that Federal funding is expended... in full accordance with U.S. statutory ... requirements” and 21 U.S.C §§ 812(c) and 841 prohibiting the possession, manufacture, sale, purchase or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration (DEA) and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.



## POLITICAL CONTRIBUTION DISCLOSURE

Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. **Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.**

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor\* has:

**NOT** made any Reportable Contributions.

**X** made Reportable Contributions as set forth on Schedule A attached hereto.

\*Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.

### Type of Business Entity

Corporation  **X**      LLC       Sole Proprietorship       Other:  (describe)

Limited Partnership       Partnership       LLP

**Certification:** In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor:      Neighbours International, Inc.

By: \_\_\_\_\_

Name: Mark A Zandanel  
Title: CFO  
Date: 2/27/2024



## APPENDIX II

(L:Contracts\_2223)Standard\_Appendices\_AppendixII  
7/22

**Exhibit A  
Delaware County  
Political Contribution and 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 his 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](mailto: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**

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 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 indicating that 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.**

**APPENDIX II**

"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 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 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

## APPENDIX II

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 the clauses (1) through (5).

**QUESTIONS**

Questions regarding the Disclosure Form may be directed to [centralpurchasing@co.delaware.pa.us](mailto:centralpurchasing@co.delaware.pa.us).

**Schedule A  
DELAWARE COUNTY**

**APPENDIX II**





# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Thavy Sim, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a new contractual agreement with Darrin Molletta dba People R US Community Residential Services, Inc for the provision of residential group home services. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1824-XXXX-631000, 01-2306-640150

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see attached supporting documents.

**ATTACHMENTS:**

- [Darrin Molletta dba People R US Community Residential Services, Inc. CW 121/23 Summary Page](#)
- [Darrin Molletta dba People R US Community Residential Services, Inc. CW 121/23 Contract.pdf](#)

**Delaware County Human Services Request for Contract**

*Program Office: Child Welfare*

*Provider:* Darrin Molletta dba People R US Community Residential Services, Inc.

*Proposed Contract Amount:* N/A

*Proposed Contract Effective Dates:* 4/17/24 to 6/30/25

*Funding:*

Federal Funding Source(s):	Foster Care Title IV-E CFDA #93.658	Amount:	Per eligibility of child/placement
	Stefanie Tubbs Jones Child Welfare Services Program CFDA #93.645		Per allocation and/or applicability
	Social Services Block Grant CFDA #93.667		Per allocation and/or applicability
State Funding Source(s):	Act 148	Amount:	80%/60% per placement type and net of Federal and other revenue
Other Funding Source(s):	Title IV-D/Social Security	Amount:	Variable per child
County Funding:		Amount:	20%/40% per placement type and net of Federal and other revenue

*Available Budget:*

SAP Account(s)	1824-XXXX-631000	Balance:	Funds to be transferred
	01-2306-640150		\$653,000

*Contract Statement:*

The Department of Human Services – Child Welfare is requesting approval to enter into a new contractual agreement with Darrin Molletta dba People R US Community Residential Services, Inc. for the provision of residential group home services for male and female youth ages 13-21. Subject to Solicitor’s approval.

*Contract Request:*

Approval of a new contractual agreement with Darrin Molletta dba People R US Community Residential Services, Inc., located in both Philadelphia and Delaware counties for the provision of residential group home services. The agency's program provides trauma-informed care in a short-term living home for adolescents recovering from mental health disorders, inappropriate social behaviors, delinquency, tendencies to run away and nonviolent offenses. The intensive residential program is designed for the mental health adolescent population who have been diagnosed with DSM-IV-TR Axis I disorders. They provide meals, tutoring, transportation, life and career counseling. They have a security guard on each shift. Social Services are provided by their partners/community organizations. They use evidence based cognitive behavior approaches for the adolescents who need to learn how to cope with the stresses of family, school, and the community at large.

*Program Need for Requested Service:*

Delaware County Children and Youth Services is mandated by law to provide an array of placement services to children and youth between the ages of birth to 21 years of age. Placement services, specifically foster care and congregate care do not require that a Request for Service be issued by the County. If approved, this would be a new network provider for the Department of Human Services, Children & Youth Services and the County Department of Juvenile Probation.

Was a Request for Proposal Issued? Yes  No  Date:

Number of Proposals received:

*Summary of Request for Proposal Process:*

N/A

*Rationale for Choosing Provider versus Issuing a Request for Proposal:*

Placement services, specifically foster care and congregate care do not require that a Request for Service be issued by the Department.

*Plan to issue Request for Proposal or rationale if not planning on issuing one:*

N/A

*Metrics utilized to evaluate provider and results of last assessment:*

Children and Youth Services Quality Assurance will monitor this program through the audit process. This is done in conjunction with the Department of Human Services Fiscal Department. These audits are completed on a rotating basis. Children and Youth Services Resource Department also works with Providers to ensure provision of service as outlined in the contract.



Date Request Discussed with Human Services Director:

March 7, 2024

CYS Program Approval:  \_\_\_\_\_

Date: 03-12-24

CYS Fiscal \_\_\_\_\_

Date: \_\_\_\_\_

JPO Program Approval: \_\_\_\_\_

Date: \_\_\_\_\_

JPO Fiscal Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Juvenile Detention Program Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Juvenile Detention Fiscal Approval: \_\_\_\_\_

Date: \_\_\_\_\_

CFO Approval:  \_\_\_\_\_

Date: 4.8.24

Human Services Director:  \_\_\_\_\_

Date: 4/5/2024

DATE: April 17, 2024

AGENCY: County of Delaware, Child Welfare

PROVIDER OF SERVICE: Darrin Molletta dba People R US Community Residential Services, Inc. 2101-03 West Tioga Street Philadelphia, PA 19140

Federal ID #20-3606791

CONTRACT PERIOD: Beginning: April 17, 2024 Ending: June 30, 2025

CONTRACT AMOUNT: N/A\*

IN WITNESS WHEREOF, the parties hereto have caused the contract to be executed by their officials thereunto duly authorized.

PROVIDER OF SERVICE

COUNTY OF DELAWARE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COUNTY COUNCIL CHAIR

\_\_\_\_\_  
PRINT/TYPE AUTHORIZED NAME

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY CLERK

SERVICES: SEE APPENDIX Z

\*Contract contains no maximum dollar amounts -- approved rates attached.

## AGREEMENT

This Agreement is made by and between the County of Delaware, Department of Human Services, (“County”), **Darrin Molletta dba People R US Community Residential Services, Inc.** hereinafter referred to as the (“Contractor” or “Provider”).

Whereas, the County has received or is anticipating receiving State and Federal funds from the Commonwealth of Pennsylvania, and funds from other sources, for the provision of Children and Youth services; and

Whereas, the County desires to contract with Contractor for the provision of such services; and

Whereas, the parties desire to set forth their understandings in writing.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. **TERM**

This Agreement shall be effective from **April 17, 2024 through June 30, 2025**, subject to the other provisions herein, unless terminated earlier by either party according to the termination provisions herein.

2. **TERMINATION**

This Agreement may be terminated by either party at any time without cause, upon at least sixty (60) days advance written notice to the other party.

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

3. **AGREEMENT AMOUNT**

Subject to the availability of State, Federal and County funds, and Contractor's compliance with each of the terms and conditions of this Agreement, the County hereby agrees to pay to Contractor a total of **N/A\*** to be utilized as set forth below: (See Appendix Z)

Payment by the County shall be made as follows:

- A. For program funded components, payment will be on a cost reimbursement basis, solely for the actual costs or expenses incurred by providing social services as set forth in this Agreement.

- B. For fee-for-service components, payment will be made at the agreed cost per unit less any client income. County will reimburse for actual days/units in attendance and approved absences.
- C. The County may suspend, withhold or revise any payment for non-compliance by Contractor with the terms and conditions of this Agreement.
- D. Payment shall be made in the manner set forth in the Appendix "A".
- E. Contractor certifies that the Federal/State funds to be used under this Agreement do not replace or supplant in any way, Federal/State or County funds for already existing services. Contractor further certifies that the services to be provided under this Agreement are not already available without cost.
- F. Notwithstanding anything to the contrary contained in this Agreement, each payment required to be made under this Agreement is specifically contingent on Contractor's full and timely compliance with each and every applicable Federal, Commonwealth (Pennsylvania Department of Public Welfare and Pennsylvania Department of Health) reporting requirement and any County reporting requirements, as such requirements may be amended from time to time. If Contractor fails to submit complete and accurate reports when and as due, County may immediately proceed as set forth in Appendix E or, to the extent permitted by applicable law and regulation, in the County's sole and absolute discretion, suspend any or all payments to Contractor and/or immediately terminate or suspend this Agreement and/or pursue any and all other remedies available under this Agreement or as otherwise provided by law.

**4. APPENDICES**

Contractor shall comply with the provisions of the following attached Appendices, which are incorporated into and made a part of this Agreement:

Appendix A	Payment Schedule
Appendix C	Reporting Requirements
Appendix E	Non-Compliance Procedures
Appendix F	Insurance
Appendix G	Confidentiality
Appendix I	Work Statement
Appendix L	Disclosure of Lobbying Activities
Appendix P	CYS Policies and Procedures - Manual – RTF (if applicable)
Appendix U	Audit Requirements
Appendix X	Program Description
Appendix Z	Budget
Appendix AA	Invoicing Submission Requirements
Appendix CC	HIPAA Business Associate Agreement
Appendix DD	Federal Awards (if applicable)
Appendix EE	Child Protective Services
Appendix FF	Medical Marijuana Prohibition
Appendix HH	Standard Program Evaluation Protocol
Appendix II	Political Contribution Disclosure
Appendix JJ	Delinquency Home Passes

In the event, any provision of the attached Appendices conflict with the provisions of this Agreement, this Agreement shall control.

5. **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.

6. **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.

7. **RETAINED REVENUE**

**(This section applies to Mental Health agencies only.)**

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

8. **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. **(This paragraph does not apply to CYS Fee-For-Service agreements.)**

9. **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".

**10. AVAILABILITY OF INFORMATION**

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

**11. ACCESS TO RECORDS/PROPERTY RIGHTS**

**(This section does not apply to CYS fee-for-service agreements.)**

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").

12. **TITLE TO AND PURCHASE OF EQUIPMENT**

**(This section does not apply to CYS fee-for-service agreements, sections B through D do not apply to ID fee-for-service agreements, sections B and C do not apply to EI fee-for-service agreements.)**

- 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.

### **13. 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.

14. **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).

15. **PROJECT INCOME**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

16. **INTEREST INCOME**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

17. **TRAVEL**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

**18. 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.

**19. 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.

**20. ENVIRONMENTAL IMPACT**

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

**21. CONFIDENTIALITY**

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

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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. Notwithstanding the foregoing, to the extent this Agreement is a Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

**28. 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.

**29. 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.

**30. 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.

**31. PERSONNEL AGREEMENT**

**(This section is not applicable to fee-for-service agreements.)**

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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

Notwithstanding the foregoing, to the extent this Agreement is a "Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

**38. DISPUTES**

**(This section applies to Mental Health/Intellectual and Developmental Disabilities/Early Intervention agencies only.)**

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.

**39. 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.

**40. 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		

**41. 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.

**42. 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.

**43. PROHIBITION AGAINST ASSIGNMENT**

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

**44. 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.

**45. TIME IS OF THE ESSENCE**

Time is of the essence with respect to this Agreement.

**46. 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.

**47. 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.

**48. 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.

**49. 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.

**50. 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.

**51. 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. 69<sup>th</sup> 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.

**52. 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.

**53. 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.

**54. 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.

**55. HEADINGS**

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

**56. 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.

**57. 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.

**58. 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.

**59. 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.

## CHILD WELFARE FEE PAYMENT SCHEDULE CONTRACTS/LETTERS OF AGREEMENT

1. Upon periodic completion of services rendered, invoices for fees shall be submitted monthly, and shall contain the following information in order to be paid within 30 days of receipt of invoice.
  - a. Certification of Compliance with the Civil Rights Act of 1964;
  - b. Delaware County Certification Statement attesting to the terms of the contract;
  - c. Total cost of service provided;
  - d. Units of service provided;
  - e. Specific dates of service including completion date;
  - f. Any and all documents as required by the program office to verify that services were rendered;
2. Arrangements for quarterly payments may be made with the invoice due within 30 days of the end of the quarter.
3. If a new rate is to be requested upon expiration of this Agreement, the Contractor shall make such a request, and shall submit justification for the increase (on forms provided by or approved by the County), at least 120 days prior to the expiration of this Agreement. If the Contractor fails to comply within the specified period of time, and in the event any subsequent Agreement with the Contractor is deemed by the County to be in its best interest, the County will prepare a new Agreement at the existing rate. In no case will the Contractor be retroactively awarded an increased rate of reimbursement.
4. Day Treatment Program Funding
  - a. Delaware County Juvenile Court and Children and Youth Services cannot be billed for:
    - i. Days considered as "breaks" (i.e. Christmas vacation, Easter vacation, summer recess, etc.);
    - ii. Holidays if the children are not attending school on these days;
    - iii. More than four (4) unexcused absences per month. Excused absences will be reimbursed. Excused absences are those absences verified by a parent's or doctor's note or as determined by supervisory staff related to treatment considerations.

## **CHILD WELFARE FEE PAYMENT SCHEDULE CONTRACTS/LETTERS OF AGREEMENT**

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3. If a new rate is to be requested upon expiration of this Agreement, the Contractor shall make such a request, and shall submit justification for the increase (on forms provided by or approved by the County), at least 120 days prior to the expiration of this Agreement. If the Contractor fails to comply within the specified period of time, and in the event any subsequent Agreement with the Contractor is deemed by the County to be in its best interest, the County will prepare a new Agreement at the existing rate. In no case will the Contractor be retroactively awarded an increased rate of reimbursement.
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  - a. Delaware County Juvenile Court and Children and Youth Services cannot be billed for:
    - i. Days considered as "breaks" (i.e. Christmas vacation, Easter vacation, summer recess, etc.);
    - ii. Holidays if the children are not attending school on these days;
    - iii. More than four (4) unexcused absences per month. Excused absences will be reimbursed. Excused absences are those absences verified by a parent's or doctor's note or as determined by supervisory staff related to treatment considerations.

### **APPENDIX A 1 Of 3**

**CHILD WELFAREPAYMENT SCHEDULE  
PLACEMENT CONTRACTS/LETTERS OF AGREEMENT**

1. Invoices shall be submitted monthly and shall contain the following information in order to be paid within 30 days of receipt of invoice.
  - a. Certification of Compliance with the Civil Rights Act of 1964;
  - b. Delaware County Certification Statement attesting to the terms of the contract;
  - c. Facility Name (in case of Foster Family Home – Name of Foster Family Provider);
  - d. Facility location;
  - e. OCYF Certificate of Compliance Number;
  - f. Name of Unit and Unique Identifier;
  - g. Child's name;
  - h. Specific dates of service;
  - i. Total cost of residential care;
  - j. Total allowable Title IV-E Maintenance for residential service. Personal incidental cost must be identified separately and distinguished between total cost and Title IV-E allowable costs;
  - k. Total allowable Title IV-E Administration (applicable private foster family providers only).
2. The Provider represents and warrants that the rates charged to the County are equal to or less than the maximum rate of reimbursement as approved by the State.
3. If a new rate is to be requested upon expiration of this Agreement, the Contractor shall make such a request, and shall submit justification for the increase (on forms provided by or approved by the County), at least 120 days prior to the expiration of this Agreement. If the Contractor fails to comply within the specified period of time, and in the event any subsequent Agreement with the Contractor is deemed by the County to be in its best interest, the County will prepare a new Agreement at the existing rate. In no case will the Contractor be retroactively awarded an increased rate of reimbursement.
4. Payment for each child shall be effective from the first day of child's actual attendance up to, but not including, child's discharge date or for a period not to

**APPENDIX A – 2 Of 3**

exceed 5 consecutive days absence of the child (which shall result in an automatic discharge), whichever comes first.

#### 5. Day Treatment Program Funding

- a. Delaware County Juvenile Court and Children and Youth Services cannot be billed for:
  - i. Days considered as "breaks" (i.e. Christmas vacation, Easter vacation, summer recess, etc).
  - ii. Holidays if the children are not attending school on these days.
  - iii. More than four unexcused absences per month. Excused absences will be reimbursed. Excused absences are those absences verified by a parent's note or a doctor's note or as determined by supervisory staff related to treatment considerations.

## REPORTING REQUIREMENTS

- A. Provider is required to obtain a Federal Criminal History Record report on all foster parent and employee applicants prior to approval or hire. In addition, Child Abuse Clearances are required to be obtained by the provider. The provider will also adhere to House Bill #435 of 2013 as well as the Child Protective Services Law. If the foster parent or employee applicant lived outside the Commonwealth during the past 5 years, Clearances must also be obtained from those states.
- B. Children and Youth Services is required by regulations (refer to Pennsylvania Bulletin 3130-83-05 issued on February 4, 1983) to have the exact location of Children and Youth Services children placed in purchase of service facilities. Children and Youth Services must have the name and address where our children are physically placed. In the case of a Group Home placement, Children and Youth Services must have the same information (some Contractors have a number of Group Homes).
- C. Foster Family homes (relative or non-relative) must meet all standards for full approval. Temporary or provisional approvals of foster family homes do not meet the full licensure requirement. Within 24 hours of the placement of a child, the Provider shall submit to the County's Children and Youth Administrator, a copy of the Provider's approval letter granting the foster home/parent full approval status.

The Provider shall also notify the County within 24 hours if and when any foster home/parent under contract with the Provider is found in violation of any federal, state, or county regulation, which could result in the loss of full approval status.

- D. Submission to the County of child service plans, quarterly progress reports, discharge summaries and other written reports shall be required by the County in accordance with Pennsylvania Department of Human Services regulations. Such reports shall contain any and all information requested by the County and shall be submitted on date due, or within five days of date of discharge or date on which request for the same is made by the County.
- E. A complete written clothing and miscellaneous inventory must be submitted to the child's Children and Youth Services worker whenever a child is either admitted to or discharged from a Contractor agency. This information should be submitted to Children and Youth Services within 7 days of admission and within 7 days of discharge.
- F. Provider is obligated to conduct an internal review as outlined under Children and Youth Bulletin 3490-00-01 Child Death Review and Report Protocols when a child placed with a private agency dies as the result of suspected child abuse/neglect.

## APPENDIX C

The review would include cases that are currently active and also those that were known to the Private agency within the past 16 months.

The review shall be conducted simultaneously with the Child Protective Service (CPS) Investigation and should examine supervisory requirements, training requirements and determine whether an appropriate level of service was provided to the child and family by public and private agencies.

G. Labor and Industry

Provider shall ensure that all foster homes are maintained in compliance with the Department of Labor and Industry's Fire and Panic Codes as outlines in Chapter 55 Division C-2, Occupancies and Chapter 56, Division C-3, Sann Group Habitation.

H. Document Maintenance for Residential Providers

The County must ensure that their contracts with residential providers include these provisions:

- Residential providers must maintain centrally located documentation regarding each referral that the provider receives from a county agency (CYS or JPO). The provider can maintain the documentation however they choose, as long as it located centrally. The provider must maintain the following information: the date of receipt of referral; the requesting county and agency (CYS or JPO); the name, age and race of the child presenting primary problem; and whether the child was accepted or rejected for admission to the program and the reason.
- Residential providers must maintain centrally located documentation regarding each child that is discharged from their residential programs. The provider can maintain the documentation however they choose, as long as it located centrally. The provider must maintain the following information: the date of the discharge from the residential program; the county and agency (CYS or JPO) that placed the child at the program; the name, age and race of the child; and the reason that the child was discharged from the residential program (including the successful progress of original presenting problem; awol; negative discharge; etc.)
- Residential providers must maintain centrally located documentation for all arrests by law enforcement regarding children and youth being served by the provider. The provider can maintain the documentation however they choose, as long as it located centrally. The provider must maintain the following information: the date; the county and agency (CYS or JPO) that placed the child at the program; the name, age and race of the child; and reason for arrest by the law enforcement agency.

APPENDIX C

- Residential provider must maintain centrally located documentation for all restraints of children/youth served. The provider can maintain the documentation however they choose, as long as it located centrally. The provider must maintain the following information: the date; the county and agency (CYS or JPO) that placed the child at the program; the name, age and race of the child; reason for restraint; intervention attempted by staff prior to restraint; date and time the restraint occurred; type of restraint used; name of employee(s) who performed the restraint; duration of restraint; name of employee(s) who observed the child; and the result of restraint (i.e. injuries incurred by, hospitalization, etc.).
- Residential providers must maintain centrally located documentation for the period that the youth was placed out-of-home with the same provider as to whether the youth has been truant (3 unexcused absences within the school year.
- Residential providers, with the exception of emergency shelters and detention centers, must maintain centrally located documentation as to whether the youth is attending school and/or is employed full-time (37.5 hours per week) within 6 and 12 months after discharge from placement; and,
- Residential providers must maintain centrally located documentation as to whether every youth has received a full EPSDT screening within 60 days of entering placement, unless the child has had a screening and the results of the screening are available, and whether the subsequent treatment indicated has been initiated/scheduled within 90 days upon entering placement. Youth transferring from one foster care agency to another and youth transferring from a facility licensed under Chapter 3800 to a foster care agency may be exceptions. Please see Policy Clarification 3700-07-03, dated May 25, 2007.

#### I. Emergency and Disaster Planning

- Child and Family Services Improvement Act requires that agencies and programs funded by Titles IV-B and IV-E have a disaster response plan.
- Agencies that are revising existing emergency or disaster response plans or developing emergency or disaster response plans must be certain that these plans are coordinated with County Emergency Management or other appropriate local planning authorities, and are updated to address the five federal requirements listed below:

### APPENDIX C



- a) Identify, locate and assure continuity of services for children receiving services in their own home, under State care or supervision in child residential and day treatment facilities and resource for family homes – who are displaced or adversely affected by a disaster or outbreak of disease;
- b) Respond, as appropriate, to new child welfare cases in areas adversely affected by a disaster or other emergency situations, and provide services in those cases;
- c) Remain in communication with caseworkers and other essential child welfare personnel who are temporarily displaced or debilitated because of a disaster or other emergency situation;
- d) Preserve essential program records; and,
- e) Coordinate services and share information with other agencies, programs, and/or States.

**APPENDIX C**

## **REQUIREMENTS FOR REAUTHORIZATION DOCUMENTATION FOR RTF AND PSYCHO-SOCIAL REHAB FACILITIES**

The Reauthorization Documentation must include the following information:

1. Restatement of the goals of residential treatment services for the child – long term goals and immediate goals of this reauthorization process.
  - a. Which of these goals have been achieved or partially achieved: if not, why not
  - b. Any additional goals
  - c. What services will be provided to assist in achieving the above goals
2. Restatement of the goals of residential treatment services for the family – long term goals and immediate goals of this reauthorization process.
  - a. Which of these goals have been achieved or partially achieved; if not, why not
  - b. Any additional goals
  - c. What services will be provided to assist in achieving the above goals
3. Anticipated length of stay in a residential facility – if discharge planning is to occur during this reauthorization period, include specifics of that planning.

## REPORTING REQUIREMENTS

- A. The following is a list of the specific administrative functions/activities that are to be purchased and included in the Total Per Diem and Title IV-E Administrative Per Diem rates. These administrative activities are:
1. Per diem development, defined as the administrative time spent by the private foster care provider in completing the budget forms required by OCYF Bulletin 3170-08-01.
  2. Referral to services, comprised and including the administrative activity when the worker is providing a child or his/her family with requested information about needed services, directing an individual to needed treatment, aid or information; administrative time only and does not include the participation in service delivery or providing a service directly to a client.
  3. Placement of children, that being the administrative activity of identifying appropriate foster homes, completing necessary paperwork to submit and to review criminal background checks for prospective foster parents, matching of a particular child referred by the county to the private foster care provider with a particular needs, working with foster parents to prepare them to receive specific child.
  4. Day-to-day administrative case management when foster care agency worker arranges for services and monitors and assures that services are provided, and scheduling and arranging for appointments for the provision of services for the child in placement; arranging for services and assuring services are provided excludes participating in service delivery/provision or providing a service directly to the client; and supervision of a particular child's adjustment in the foster family home.
  5. Recruitment, licensing, and approval of foster homes and institutions (including finding, training, approving, monitoring and supervising of the particular home and foster family members).
  6. For the period placed out-of-home with the same provider, whether the child/youth has been truant;
  7. Whether the child/youth is attending school and/or is employed full time within 6 and 12 months after discharge from placement; and
  8. Whether every child/youth has received a full EPSDT screening within 60 days of entering placement, unless the child has had a screening and the results of the screenings are available, and whether the subsequent treatment indicated has been initiated/scheduled within 90 days upon entering placement.
  9. If the County and a private foster care provider BOTH provide foster family services, the Provider verifies that there is NO DUPLICATION OF ACTIVITIES by both the County and the private provider workers that are reimbursed with Title IV-E funding.

### APPENDIX C-2

**B. Reasonable and Prudent Parenting Standards:**

Effective January 1, 2016, PROVIDER is required to comply with the aspects of Pennsylvania Act 75 of 2015/House Bill 477, and Public Law 113-183 Sec. 111, relating to the Reasonable and Prudent Parenting Standard.

PROVIDER shall designate an individual to provide decision-making authority for children residing in their care in accordance with staffing and supervision requirements applicable to the setting. This individual should consult with COUNTY and PROVIDER caseworkers or staff members who are most familiar with the child in applying and using the Reasonable and Prudent Parent Standard.

PROVIDER shall provide training and monitoring of resource families regarding the application and use of the Reasonable and Prudent Parent Standard.

**C. Prison Rape Elimination Act (PREA)**

The Prison Rape Elimination Act of 2003 (PREA, P.L. 108-79) was enacted by Congress to address the problem of sexual abuse of persons in the custody of correctional agencies throughout the country. PREA applies to all public and private institutions that house adult or juvenile offenders and is also relevant to community-based agencies. It addresses both inmate-on-inmate sexual abuse and staff sexual misconduct. The major provisions of PREA include:

- Adherence to a zero-tolerance standard for the incidence of inmate sexual assault and rape;
- Development of standards for detection, prevention, reduction, and punishment of prison rape;
- Collection and dissemination of information on the incidence of prison rape; and
- Award of grant funds to help state and local governments implement the purposes of PREA

Although PREA was legislated in 2003, the National Standards to Prevent, Detect, and Respond to Prison Rape were just recently published in the Federal Register on June 20, 2012. These standards are applicable to adult prisons and jails, lockups, community confinement facilities, and juvenile facilities. A Juvenile Facility is defined as a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system.

In order to demonstrate compliance with this federal law, all facilities that fall under this definition must be audited once during each three year audit cycle.

## NON-COMPLIANCE PROCEDURES

During the performance of this Agreement, the following conditions shall prevail:

- A. The Contractor shall comply with and fulfill, in a timely and proper manner, its obligations under this Agreement and the provisions of the Public Welfare Code, 62 P.S. Articles IV and VII; the Juvenile Act, 42 PA C.S. Section 6301-6365; the Child Protective Services Laws, 11 P.S. Section 2201-2224; the Adoption Act, 23 PA C.S.A. Section 2101-2910; the Adoption Assistance and Child Welfare Act of 1980, P.L. 96-272, amending Title IV-B and Title IV-E of the Social Security Act, 42 U.S.C. Section 620-627 and Section 670 and all other relevant statutes, regulations and bulletins promulgated by the Department of Human Services of the Commonwealth of Pennsylvania thereunder, as such are amended from time to time, and which are hereby incorporated into this Agreement by reference.
- B. If the Contractor shall fail to fulfill in a timely or proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants or stipulations of this Agreement, the County may issue a written notice of non-compliance to the Contractor requiring compliance within a specified period of time, but in no event less than fifteen (15) days following receipt of said notice. If the Contractor shall fail to comply within the specified period of time, the County may exercise one of the following options:
  - 1. By written notice to the Contractor, cease payment for and withhold all otherwise allowable payments for the expense of the Contractor until such time as the Contractor complies with the requirements of the Notice of Non-Compliance; or
  - 2. Deem such non-compliance as severable and issue a written notice of Partial Termination as to the term, provision or condition of this Agreement for which the Contractor is not in compliance. Such partial termination shall not relieve either party of its remaining duties and obligations under this Agreement.
  - 3. At least fifteen (15) days before the effective date thereof, issue a written Notice of Termination of this Agreement specifying the effective date.
- C. It is further agreed that in the event funds to the County from State and Federal sources are not obtained and continued to an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the County may issue a written Notice of Termination of this Agreement to the Contractor effective upon a specified date, which will be within a reasonable period of time under the circumstances.

### APPENDIX E

## INSURANCE

Before the contract is awarded, and unless otherwise approved by the County of Delaware's (hereinafter referred to as the 'County') representative in writing, the Contractor/Provider shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the County. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor/Provider, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the County, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an "occurrence" basis, not "claims-made", with the exception of Professional Liability insurance, unless specifically approved by the County in writing.

The County of Delaware reserves the right to grant exception(s) to specific contractors with respect to the requirements herein, if deemed reasonable and if determined that such exception(s) are in the best interests of the County.

### 1. General Liability:

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor/Provider or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000
Damage to Rented Premises	\$ 50,000
Medical Payments	\$ 10,000
Abuse/Molestation (if applicable to services provided)	\$1,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor/Provider under the Indemnification and other provisions of the contract.

Any deductible under this coverage is subject to the County's approval, and shall be the sole responsibility of the Contractor/Provider.

## 2. Business Automobile Liability:

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
Uninsured/Underinsured Motorists Liability Limit	\$ 1,000,000

## 3. Workers' Compensation and Employers Liability

Workers' Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage (if applicable), and USL&H and Jones Act coverage (if applicable), with limits not less than:

Workers' Compensation	Statutory
Bodily Injury, each Employee	\$500,000
Bodily Injury, each Accident	\$500,000
Disease, each Employee	\$500,000

If Contractor/Provider is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers' Compensation coverage.

## 4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Hazardous work may require higher limits, as requested by the County.

## 5. All Risk Builders Risk (if applicable)

All Risk (Special Form) Builders Risk insurance, including Earthquake and Flood to the extent reasonably commercially available, providing protection for building, structures, and materials or equipment to be installed in the project, while in the course of construction, in transit to the project site, and while being retained in off-site storage.

The Builders Risk policy shall be written to cover 100% of the completed value of the project, at replacement cost valuation, with an agreed amount provision (coinsurance waived).

Any deductible under this coverage shall be no more than \$25,000 and shall be the sole responsibility of the Contractor.

The policy shall cover the insurable interests of the County, Contractor and Subcontractors in the Work. The County and Contractor waive all rights against each other for damages caused by fire or other perils to the extent payment is actually made under insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the County. The Contractor shall require similar waivers by Subcontractors.

The County will procure such Builders Risk coverage in compliance with the above provisions, subject to information contained in Appendix 1, which shall be provided by Contractor following award of the bid.

#### **6. Professional Liability/Errors & Omissions Insurance (if applicable)**

All Contractors/Providers who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

#### **7. Cyber Insurance**

Provider shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Provider for claims, losses, liabilities, judgements, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Provider or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to Client, but in no event less than the following: \$3,000,000. This includes, but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Provider shall furnish Client, upon request, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Provider shall not cancel or reduce any such insurance without prior written consent of Client. Provider shall notify Client in writing within five business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.



**8. Contractors Pollution Liability (if applicable)**

All Contractors who will perform environmental services (including but not limited to asbestos or lead abatement, testing or remediation) shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

**9. Performance & Other Bonds**

Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations.

Contractor shall furnish a Maintenance Bond in an amount equal to ten percent (10%) of the Contract including Change Orders. This Maintenance Bond shall be effective for a period of one (1) year following the date established by the certificate of Substantial Completion.

All Bonds shall be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act and the Surety's financial statement.

If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to County.

## **General Insurance Provisions**

All policies required hereunder other than Workers Compensation, Professional Liability, and Builders Risk shall name the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor/Provider or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the County.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Contractor/Provider. Contractor/Provider shall immediately forward any such notice to County.

Contractor/Provider shall furnish to County Certificates of Insurance prior to the start of work, evidencing that all requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required herein, including Additional Insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the Certificate. A renewal Certificate must be provided to County prior to the expiration date thereof.

## **Subcontractor/Subconsultants**

Contractor/Provider shall require each subcontractor or subconsultant to provide insurance as outlined above. Such policies shall name the County of Delaware and its departments, offices, and agencies; Contractor/Provider; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subcontractor/subconsultant. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Contractor/Provider shall be responsible for securing and maintaining certificates of insurance from all subcontractors/subconsultants evidencing the insurance coverages required herein.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for Contractor/Provider or its subcontractors/subconsultants. **Meeting these minimum requirements shall in no way limit or relieve the Contractor/Provider liability and obligations under any other provision of the Contract.** The Contractor/Provider shall acquire,

at its own expense, any other Additional Insurance coverage it deems necessary for the protection of its work under this contract.

### **Self-Insurance**

If Contractor/Provider maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Provider's most recent audited financial statement, must be provided to County for review and approval, such approval not to be unreasonably withheld.

If County grants such approval, Contractor/Provider understands and agrees that the County of Delaware, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor/Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

### **Non-Waiver of Indemnification**

The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications required of Contractor/Provider, nor to limit Contractor/Provider's liability under this contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor/Provider hereunder.

## **CONFIDENTIALITY**

The Contractor agrees that all persons who seek services or who are diagnosed, counseled, treated, or placed, or receiving any services defined in this contract, or formerly recipients of such human services, shall be secure in the confidentiality of their names, identities, records, and the information contained therein except as disclosure is permitted by the applicable laws and regulations of the Pennsylvania Department of Human Services and policies of the County. The Contractor shall, to insure confidentiality of client information, make provisions for security of records and protection of individual privacy.

## **APPENDIX G**

## WORK STATEMENT

### INDIVIDUAL SERVICE PLAN

Individual Service Plan should comply with State Regulations 55 PA Code Chapter 3680, specific section 3680.42 as amended from time to time. The plan needs to be developed with the opportunity for the participation of the county caseworker.

### VISITATION AND TRANSPORTATION

Family visitation is a right not a privilege. According to State Regulation restricting home visits as a behavior management technique is out of compliance with legal opinion, state regulations and county policy. Visitation should be offered a minimum of once every two weeks or more as determined by the Court Order.

Contractor is expected to arrange all visitation for children and parents, in collaboration with the county caseworker, utilizing clinical visitation programs contracted for and located within Delaware County. The county caseworker will complete referrals for clinical visitation programs. Contractor is expected to provide transportation costs for children to visit their parents. On those occasions when children for whatever reason are not able to visit parents, the contractor will be asked to provide transportation for those parents who, because of lack of funding or because of lack of mode of transportation, need help in visiting their children at the placement facility. This will also include parental visits for therapy sessions.

Contractor is expected to provide all routine transportation costs for children and transportation for Court Hearings and Administrative Reviews. All transportation costs are a part of the per diem

### EDUCATION

Provision of appropriate education, including remedial or vocational training, is required through the public school system, where applicable. Fostering Connections requires county agencies to work with local school districts to maintain school stability for all children placed in out of home care including those in residential placements, by coordinating with appropriate school districts to ensure that placed children remain in their current school unless a change would be in their best interests. (42 U.S.C. §675(G)(ii)). If children do change schools, the contractor should ensure child is immediately enrolled in school, with required educational records provided to the new school. (42 U.S.C. §675(1)(G)(ii)(iii)).

The agency shall not be required to obtain informed consent from the parent of a child for an initial evaluation to determine whether the child is a child with a disability if despite reasonable efforts to do so, the agency cannot discover the whereabouts of the parent of the child, the rights of the parents of the child have been terminated in accordance with State law; or the rights of the parent to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial

## APPENDIX I

evaluation has been given by an individual appointed by the judge to represent the child. (Individuals with Disabilities Education Act §144(iii)(I)(II)).

## NECESSITIES

Contractor is expected to provide food, clothing, shelter, and all personal necessities. If child does not have a sufficient wardrobe at the time of placement, Children and Youth Services may issue a clothing voucher to purchase necessary clothing not to exceed \$375 for youth aged 12-18, \$325 for youth ages 5-11, and \$250 for youth ages 1-4. Request for a voucher must be submitted within two weeks of placement. Vendor shall ensure that the wardrobe at the time of discharge is equivalent to the initial basic wardrobe as provided by the County as assumes liability for same.

## MEDICAL /DENTAL

Contractor is expected to provide medical, dental, psychological and other services as necessary to ensure child's adequate physical and emotional development. The county will provide consent for provision of routine medical care. (55 Pa. Code§3680.52) For medical and dental services, Contractor shall utilize medical assistance or other third-party coverage. For medical assistance or third-party coverage, ineligible children only, County will fund medical and dental services only if contractor obtains prior approval from the Resources Administrator or Vendor Specialist. The request must be in writing, except when emergency care is required.

The Contractor cannot give emergency / non-routine medical or surgical consent and should contact the County to assist in obtaining parental consent for emergency medical care. If parental consent cannot be obtained, County worker consent, including Court Order if necessary is required.

## MEDICAL FOSTER CARE

The County agrees to reimburse the Contractor at the lowest Foster Care rate shown in Appendix Z (usually identified as Foster Care Level I). However, on an exception basis and only with written prior approval from the County, the Contractor may be authorized to furnish a higher level of Foster Care and will be reimbursed by the County at the appropriate reference rate in Appendix Z. Without regard to the level of Foster Care authorized by the County, the Contractor will separately invoice the Pennsylvania Medical Assistance program at the prevailing fee schedule rate for all personal care services furnished.

Contractor will complete a Medical and Emergency Plan to include diagnosis, level of care and equipment needed for all children in Medical Foster Care within 30 days of placement.

## APPENDIX I

## FAMILY WORK

The contractor will collaborate with the agency to work with the youth and family in support of the goals identified in the Individual Service Plan and the Family Service Plan.

## INTER-AGENCY CONFERENCE

In-person or virtual Conferences with appropriate County staff is required quarterly when a change in plan for services is contemplated. Except for internal meetings, parents are to be invited unless Court Ordered otherwise. Other meetings to be scheduled, as necessary, based on case needs.

## JUDICIAL PROCEEDINGS

Contractor participation in all court hearings, including testifying as may be deemed appropriate by the Court on matters pertaining to the child's current level of functioning and progress, is required.

The County will allow those children, over the age of sixteen, who are placed in out of home care to own and operate a motor vehicle upon the verification of a current driver's license, registration, and automobile insurance at no less than the Commonwealth's minimum standards at their own expense. The policy holder for the automobile insurance assumes liability.

The County forbids any child in custody to own or operate a moped, scooter or motorcycle.

## FIREARMS AND OTHER DANGEROUS WEAPONS

The County cannot condone children in Children and Youth Services custody and placed with contractors, hunting or otherwise possessing firearms or knives, bows and arrows, num-chucks and similar dangerous weapons. Such weapons, if stored in the child's residence, such as a foster home, shall be locked up and guns must be stored in a locked cabinet and unloaded.

## PSYCHIATRIC HOSPITALIZATION

If a child acts in a way, which indicate possible need for psychiatric hospitalization, the Contractor must obtain a psychiatric examination. If the psychiatrist recommends hospitalization, even if its for a 24 hour observation period, the commitment should be coordinated by the Contractor with the mental health system in the County of the child's permanent residence. If the psychiatrist does not recommend hospitalization, then a written statement must be obtained stating the child is not a danger to himself and / or to others and the child should be returned to the Contractor. This statement and /or results of all psychiatric examinations must be given to the County worker as soon as possible.

## APPENDIX I

## RUNAWAYS

Prompt notification is necessary to all appropriate parties, including local Police and child's parents, when it is determined that a child has run away and when a runaway child is found and / or returned to the Contractor's physical custody. The County may be reached through Emergency Services during off-hours. Contractor should continue to hold a bed and provide services to the runaway child for five days from the date the child ran away unless the County notifies the Contractor that the child is considered discharged. When oral notice is given during the five day period that the child is to be considered discharged, the Contractor is no longer responsible for the child and need not accept the child back into placement.

Contractor will also provide transportation if runaway child in its care is found within the County or contiguous county of the location of the placement.

## CHANGE IN LOCATION

Contractor is responsible to furnish Children and Youth Services with information regarding the exact physical location of the child / youth at the time of placement. If the child needs to be moved within the Contractor system from one physical location to another, the Contractor must inform the Children and Youth Services caseworker, in writing, 20 days before the move is made. Children and Youth Services must file a Motion to Modify Placement with the Court. The child / youth cannot be moved until the Motion to Modify has been approved by the Court. In the case of an emergency, the Contractor must call Children and Youth Services no later than the next working day with the required information. Contractor must verify nature of the emergency move, in writing, immediately thereafter.

## DISCHARGES

If Contractor wished to discharge a child/youth, written notice must be sent to the Children and Youth Services caseworker, along with all pertinent reports (discharge summary, psychological, psychiatric, school records and other pertinent reports). Children and Youth Services requires 30 days of notice of pending discharge and Contractor will be responsible to keep child until another plan is made or until 30 days have passed, whichever comes first.

If youth is committed to a detention or psychiatric facility discharge will be negotiable.

## PRE-PLACEMENT REPORTS

The County agrees to submit studies of children, including social summary and significant medical history, as required by the Contractor for admission decision. Related school information, diagnostic reports, and previous placement reports shall be forwarded to the Contractor, if available.

## APPENDIX I



## PRE-PLACEMENT VISITS

The County will arrange for pre-placement visits and conferences as agreed upon between the County and Contractor. The participants may include, but not be limited to the child, the parent(s) or guardian, and the County caseworker or probation officer.

## PLACEMENT INFORMATION

Upon official notice of acceptance by the Contractor the County agrees to submit all medical, dental and other health reports and forms, medical/dental consents, a valid Court Order and any other pertinent information deemed necessary by the Contractor or in accordance with Pennsylvania Department of Human Services regulators.

## EMERGENCY PLACEMENTS

For emergency or shelter placements, the County agrees to submit all available reports, summaries and other information required by the Contractor within five working days of date of placement.

## CHILDREN AND YOUTH SERVICES CASEWORKER VISITING WITH CHILD IN CONTRACTOR FOSTER HOME

When the County worker wishes to see child in the foster home, arrangement will be made by the County, through the Contractor agency, and if available, a contractor agency worker should be present during the visit. The County worker will be afforded the opportunity to meet with the child alone.

## SERVICES TO CHILDREN IN OUT OF HOME PLACEMENT WHO ARE 14 YEARS OLD OR OLDER

The Foster Care Independence Act of 1999 and the John H. Chafee Foster Care Independence Program require that all youth who are in foster care (including group home and residential facilities) on or after their 14<sup>th</sup> birthday be provided with Independent Living Services to assist them in preparing for employment, education and successful management of adult responsibilities. Providers serving this population, must at a minimum, provide a needs assessment, service planning, service delivery and transition planning for all children under their care. The Needs Assessment must evaluate a youth's independent living needs in at least the following areas: education / job training, employment, housing and life skills. The Needs Assessment and case plans should be developed in collaboration with the Children and Youth Services worker, the adolescent, the foster parents, biological parents or community caregivers, as appropriate and other involved professionals. The Casey Life Skills Assessment tools can be accessed on-line at no cost at [caseylifeskills.org](http://caseylifeskills.org). A copy of all needs assessments and case plans should be forwarded to the County Independent Living supervisor.

## APPENDIX I

## PRIVATE PROVIDER CASEWORKER VISITS WITH CHILDREN WHO ARE IN THE LEGAL CUSTODY OF DELAWARE COUNTY CHILDREN AND YOUTH SERVICES

Senate Bill S.3525, passed in 2006 amended Title IV, Part B of the Social Security Act, to include standards and expectations for caseworker visits to children in out of home placement. At a minimum, children should be visited by their caseworkers on a monthly basis, the majority of visits occurring in the placement setting. The visits should be “well planned and focused on issues pertinent to case planning and service delivery to ensure the safety, permanency and well being of the children.” At this time, the Department of Human Services is indicating that a visit qualifies if a safety assessment was completed during the visit and there is documentation of the visit and the assessment. Provider are required to document the visits and safety assessments and provide copies of the documentation to Delaware County Children and Youth Services monthly.

## APPENDIX I

## **RESPONSIBILITY FOR RTF PLACEMENTS MADE PENDING OMHSAS APPROVAL**

When a child has been placed by Delaware County Department of Human Services in a RTF pending OMHSAS approval it can be presumed that the interagency team has recommended such placement to meet the child's treatment needs. If the request for prior authorization is subsequently denied by OMHSAS, the CYS/JPO case manager, and County case manager are responsible for reconvening the interagency team to plan for other mental health services for the child in a less restrictive setting and/or grieving the denial of services. [Rejections based on incomplete/inaccurate requests will be returned to the prescribing physician or psychologist for additional information and/or corrections and resubmissions.]

When the Delaware County Department of Human Services concurs with or exhausts the grievance process pertaining to the denial by OMHSAS, Delaware County Department of Human Services agrees to reimburse Contractor at the total per diem residential treatment contracted rate (treatment plus room and board) negotiated by OMHSAS for the period beginning with the date the child entered residential treatment program and ending with the day the child was removed from the residential treatment program.

The Contractor agrees to cooperate fully and to act in a timely manner regarding all decisions of the Delaware County Department of Human Services regarding movement of the child to a less/more restrictive setting.

### **APPENDIX I-1**

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX L

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing b. material change</p> <p><b>For Material Change Only:</b></p> <p>Year _____ Quarter _____ Date of last report _____</p>	
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>Prime _____ Subawardee Tier _____ (if known)</p> <p>Congressional District, if known _____</p>		<p><b>5. If Reporting entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description</b></p> <p>CFDA Number, if known _____</p>		
<p><b>8. Federal Action Number, if known</b></p>	<p><b>9. Award Amount, if known</b></p> <p>\$ _____</p>		
<p><b>10 a) Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b></p>	<p><b>10 b) Individuals Performing Services (including address if different from No. 10 a)(last name, first name, MI)</b></p>		
<p><b>11.</b></p>	<p>Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Section 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file he required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone #: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p><b>Authorized for Local Reproduction Standard Form-LLL</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## APPENDIX L

**Children and Youth Services**  
**Policy and Procedures for Accessing Behavioral Health Services**  
**Provided in a Residential Treatment Facility**

**SCOPE**

- County Children & Youth Agency Administrators
- Chief Juvenile Probation Officers
- Private Children & Youth Agency Directors
- County MH/IDD Administrators
- Juvenile Court Judges

**PURPOSE**

The purpose of this Appendix is to implement the policies and procedures established in Medical Assistance Bulletins #01-93-04, #13-93-02, #11-93-02, #41-93-02, #53-93-02, and #1165-95-01 regarding Payment for Mental Health Services provided in a Residential Treatment Facility for eligible individuals under twenty-one years of age, specifically policies and procedures for County Children and Youth Agencies and Juvenile Probation Offices to follow in order to access these services for children under twenty-one years of age (or in the case of Joint Commission on Accreditation of Healthcare Organizations up to the age of twenty-two) who have a diagnosed mental illness or severe emotional disturbance and are alleged to be, or have been adjudicated abused, neglected, dependent, or delinquent and therefore are, or should be, accepted for service by the children and youth system.

**BACKGROUND**

In 1989, Congress amended the Early Periodic Screening, Diagnosis and Treatment provisions of the Federal Medicaid statute to require states to provide “necessary health care, diagnostic services, treatment, and other measures described in the statute to correct or ameliorate defects and physical and mental illnesses and conditions discovered by the screening services, whether or not such services are covered under the State plan.” 42 U.S.C. 1396d @ (5) (“OBRA ‘89”) (emphasis added)

The expansion of the Federal Medicaid statute, in 1989 gave individuals under the age of twenty-one with an emotional disturbance or mental illness increased eligibility for a wide range of mental health services and provides alternatives to the more restrictive residential and psychiatric inpatient services. These services included programs to help families care for their children at home.

The Pennsylvania Department of Human Services is committed to providing a children’s mental health system that offers individualized services at the appropriate level of service to all children and families through a process of collaboration and coordination among professionals, families, and children to assure that children remain in their own homes or a home-like environment whenever possible. The intent of these policies and procedures is to assure that the full array of treatment options available have been considered before the child must be removed from his/her home and if the child must be removed from his/her home that

**APPENDIX P**

he/she is returned to the home or to a less restrictive alternative for treatment as soon as possible.

## **DEFINITION OF MENTAL HEALTH RESIDENTIAL TREATMENT SERVICES PROVIDED IN A MENTAL HEALTH RESIDENTIAL TREATMENT FACILITY**

Mental Health Residential Treatment services are provided in a staff secure or secure facility that provides twenty-four hour out-of-home care and addresses the specific behavioral health needs of children who have been diagnosed with a mental illness or a severe emotional disturbance. Mental Health Residential Treatment, Therapeutic Foster Care, and Community Residential Rehabilitation Host Home will also be referred to in this document as Residential Treatment Facility. These services can only be provided to children for whom Residential Treatment Facility services have been prescribed as medically necessary. The prescriber is the psychiatrist or psychologist who determines medical necessity. The active participation and agreement of an interagency team is also necessary.

Mental Health Residential Treatment programs must provide children with highly individualized comprehensive mental health services through utilization of recognized treatment modalities. The facility must also have access to physical health services for the child to ensure that the child is receiving Early Periodic Screening, Diagnosis and Treatment screens and all other health related services to which he or she is entitled. In addition, the facility must assure that the child has access to educational services. The services provided by the Residential Treatment Facility must include active child and family involvement in all aspects of admission, treatment, and discharge. For children involved with Children and Youth Services, it is expected that the Residential Treatment Facility will involve the agency in the above services as well. All aspects of treatment must have as a goal, the movement of the child or adolescent to his or her natural home or to a less restrictive alternative for treatment as soon as possible.

## **ALTERNATIVES TO MENTAL HEALTH RESIDENTIAL TREATMENT**

Two sets of principles (Child and Adolescent Service System Program principles for service to children and adolescents in Pennsylvania and the

State Children and Youth Program objectives) guide the decision-making process of developing the treatment plan and referring children/adolescents with severe emotional disturbances to residential treatment services. The Child and Adolescent Service System Program principles and Children and Youth Program objectives have as their basic tenet that the family setting should be the first focus of treatment for the child or adolescent. Out-of-home placement or hospitalization should be the last alternative. Thus, communities should develop a variety of services for children and their families so that alternatives to out-of-home placement such as home-based services, parent support groups, day treatment programs, and crisis centers are available.

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Many of these services are covered under Medical Assistance are called Behavioral Health Rehabilitation Services also known as wraparound services. The goal of community-based mental health Behavioral Health Rehabilitation Services is to maintain the child at home or as close to home and the community as possible, in the most normalizing and age-appropriate placements.

## **CHILDREN ELIGIBLE FOR MENTAL HEALTH SERVICES PROVIDED IN A RESIDENTIAL TREATMENT FACILITY**

The policies and procedure outlined in this Appendix apply specifically to any child in Pennsylvania who has been accepted for service by a County Children and Youth Agency and/or Juvenile Probation Office. Those children whose case management responsibilities are shared by the County Children and Youth Agency and Juvenile Probation Office are also included in the procedures. Children are considered in substitute care if the County Children and Youth Agency has taken custody of the child or if Juvenile Probation Office has court committed a child into placement. In circumstances where County Children and Youth Agency and/or Juvenile Probation Office are involved with the child and family but do not have custody of the child, and it is deemed medically necessary for Residential Treatment Facility placement, the placement is arranged through the behavioral health system and these children are considered "behavioral health only" placements. In these cases, County Children and Youth Agency / Juvenile Probation Office is considered a member of the Interagency Service Planning Team and actively participates in planning for the child and family.

A child or adolescent accepted for service by a County Children and Youth Agency or Juvenile Probation Office who is under twenty-one years of age and has been diagnosed with a severe emotional disturbance or mental illness is eligible for Medical Assistance funded residential treatment services under the following conditions:

1. The child is eligible for Medical Assistance. (The eligibility requirements are the same for both Fee-for-Service (Fee-For-Service) and HealthChoices.)
2. The child has received a psychological or psychiatric evaluation that supports a DSM-IV diagnosis, Axis I-V, or an ICD-9-CM diagnosis, along with Axis III-V of the DSM IV.
3. The child has a documented need for mental health services requiring placement in a medically prescribed therapeutic/rehabilitative residential treatment facility primarily because of mental illness or severe emotional disturbance, which cannot be adequately treated by outpatient, community-based mental health services.
  - a. For a child being referred to a Residential Treatment Facility accredited by the Joint Commission on Accreditation of Healthcare Organizations and enrolled as a Medical Assistance Contractor:
    - i. The mental health residential services must be prescribed or recommended initially for up to sixty days and documented as medically necessary by a licensed psychiatrist.

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- ii. Certification of need for care must meet the requirements of Medical Assistance Bulletins #13-91-01 and #13-92-03.
    - iii. The mental health services must be recommended by an interagency treatment team and be documented through the treatment plan.
  - b. For a child being referred to a non- Joint Commission on Accreditation of Healthcare Organizations accredited mental health residential treatment facility:
    - i. The mental health services must be prescribed or recommended initially for up to sixty days and documented as medically necessary by a licensed psychiatrist or psychologist.
    - ii. The mental health services must be recommended by an interagency treatment team and be documented through the treatment plan.
- 4. The service has been prior authorized by the Office of Mental Health and Substance Abuse Services or the HealthChoices Managed Care Organization.

There are two separate processes for children to access Residential Treatment Facilities. The first is for children enrolled in Medical Assistance Fee-For-Service (Medical Assistance Fee-For-Service coverage could apply to the following circumstances: Children detained over 35 days at a Juvenile Detention Center, initial applicants to Medical Assistance, and when there is a lapse in Medical Assistance coverage). The second is for children enrolled in HealthChoices. Below, the two separate processes are delineated.

**THE APPLICATION PROCESS FOR CHILDREN ENROLLED IN MEDICAL ASSISTANCE FEE-FOR-SERVICE FOR ACCESSING MENTAL HEALTH RESIDENTIAL TREATMENT SERVICES**

**1. Documentation Required for the Application**

A request for prior authorization of Medical Assistance payment for Joint Commission on Accreditation of Healthcare Organizations and non-Joint Commission on Accreditation of Healthcare Organizations residential services must be prepared containing the following documents and information:

- a. 1150 Administrative Waiver Request
  - i. For Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facility services, the MA 325 form signed by the prescribing psychiatrist or designee.
  - ii. For non- Joint Commission on Accreditation of Healthcare Organizations services, the MA 97 signed by the prescribing licensed psychiatrist or licensed psychologist or designee.
- b. Current Psychiatric or Psychological Evaluation

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- i. For Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facility services, a copy of the most recent psychiatric evaluation completed within the last thirty days and signed by the treating psychiatrist, which includes a recommendation of up to sixty days of initial mental health residential treatment services;
  - ii. For non- Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facility services, a copy of the most recent psychiatric or psychological evaluation completed within the last thirty days and signed by the treating psychiatrist or psychologist, which includes a recommendation of up to sixty days of initial mental health residential treatment services.
- c. A copy of the child's current or proposed mental health treatment plan signed by the child (if over age 14) and the parent/guardian and reviewed by an interagency team. The treatment plan must specify the goals for the treatment, the services to be provided, how those services will achieve the goals, and expected outcomes;
  - d. The Plan of Care Summary also referred to as Attachment 6 or 7;
  - e. A copy of the completed form, Attachment 8 – Community-Based Mental Health Services – Alternatives to Mental Health Residential Treatment Services;
  - f. Documentation of the Interagency Service Planning Team meeting, including names and signatures of those in attendance. The Interagency Service Planning Team must support placement in a Residential Treatment Facility.

## **2. Application Procedures**

The application process for children in substitute care is as follows:

- a. The Delaware County Provider of Residential Service Management is responsible for obtaining the documentation necessary for the application.
- b. The County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator must work collaboratively with the Delaware County Provider of Residential Service Management to ensure that all necessary documentation is acquired.
- c. The Delaware County Provider of Residential Service Management must assure that the County Children and Youth Agency / Juvenile Probation Office administrator/designee signs the application on the signature line provided on the Plan of Care summary and on the Attachment 8.
- d. A representative of Delaware County Mental Health Office is required to review the application and make a recommendation for approval or rejection. If the

### **APPENDIX P**

Mental Health Office representative approves the application, he/she will sign the Plan of Care summary and the Attachment 8.

- e. If the Mental Health Office representative recommends that the request be rejected, he/she will notify the County Children and Youth Agency administrator/designee by forwarding him/her a copy of Attachment 8 indicating the reasons for the request being rejected.
- f. The Delaware County Provider of Residential Service Management will forward the completed, signed, and reviewed material within 2 business days of their receipt of the completed application, as follows:

- i. Original

- a) For Joint Commission on Accreditation of Healthcare Organizations Residential Treatment Facility Services:

- (Overnight Delivery)**

- Division of Medical Review  
DHS/OMHSAS  
DGS-Annex Complex  
Beechmont Building #32  
Attention: RTF Section  
21 Beech Drive  
Harrisburg, PA 17110-3591

- (Regular Mail Only)**

- Division of Medical Review  
DHS/OMHSAS  
DGS-Annex Complex  
P.O. Box 2675  
Harrisburg, PA 17105-2675

- b) For non- Joint Commission on Accreditation of Healthcare Organizations Residential Treatment Facility Services:

- Outpatient  
PA/ 1150 Waiver Services  
P.O. Box 8188  
Harrisburg, PA 17105-8188

- ii. Copies of the waiver packet to:

- a) County Children and Youth Agency / Juvenile Probation Office
          - b) Delaware County Provider of Residential Service Management
          - c) Mental Health Office
          - d) Behavioral Health Managed Care Organization

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### **3. Time Period and Criteria for Approving or Rejecting the Application**

- a. The above forms and information must be submitted as soon as possible after the recommendation for mental health residential treatment facility services is made. The request will be date-stamped upon receipt by Office of Mental Health and Substance Abuse Services. A decision to approve or reject will be made by Office of Mental Health and Substance Abuse Services within twenty-one days of receipt of the application or the request will be deemed approved.
- b. The decision to approve or reject the request will be based on appropriateness of the placement and documented medical necessity for the service. If Office of Mental Health and Substance Abuse Services determines that the treatment in a Residential Treatment Facility is more restrictive than is medically necessary, the request will be denied.
- c. Written notification of the decision to approve or deny services will be sent to the Contractor, County Children and Youth Agency / Juvenile Probation Office prescribing psychiatrist or psychologist and the County Mental Health Office. If services are denied or the submission is incomplete, the Mental Health Office will notify the Delaware County Provider of Residential Service Management. Incomplete or inaccurate requests will be rejected and returned to the Delaware County Provider Residential Service Management and/or prescribing psychiatrist or psychologist for additional information and/or corrections and resubmission.
- d. If Office of Mental Health and Substance Abuse Services denies authorization of a request for mental health residential services because such services are either not medically necessary or too restrictive, then the County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator and the Delaware County Provider of Residential Service Management will be notified and will collaborate to schedule an Interagency Service Planning Team to develop an alternative treatment plan within thirty days of receiving the denial.

### **4. Placement Pending Office of Mental Health and Substance Abuse Services Approval**

- a. A child may be placed in a Residential Treatment Facility pending Office of Mental Health and Substance Abuse Services approval provided all of the following criteria are met:
  - i. The child is not in a mental health crisis situation;
  - ii. The child requires placement because of child safety/protection issues; and

#### **APPENDIX P**

- iii. The child's Interagency Service Planning Team recommends Residential Treatment Facility placement to meet the child's treatment needs.
- b. Please note that meeting the above criteria does not guarantee Office of Mental Health and Substance Abuse Services approval. If the request for approval is denied by Office of Mental Health and Substance Abuse Services, the facility will not be paid by Medical Assistance. (County Children and Youth Agency / Juvenile Probation Office will then be responsible for this placement) If necessary, the Interagency Service Planning Team must meet to plan for other mental health services for the child in a setting less restrictive than a Mental Health Residential Treatment Facility.
- c. The following process will occur once Office of Mental Health and Substance Abuse Services renders a decision: County Children and Youth Agency / Juvenile Probation Office Caseworker and/or HealthChoices Coordinator will contact the County's Provider of Residential Service Management to notify them of the Office of Mental Health and Substance Abuse Services approval and ask that they outreach Office of Mental Health and Substance Abuse Services to see if they are willing to fund the Residential Treatment Facility stay from the date of admission so as to avoid having to utilize County Children and Youth Agency / Juvenile Probation Office funds for the initial unauthorized days of Mental Health Residential Treatment Services.
- d. The purpose of this provision is to avoid unnecessary shelter care placement of children awaiting Office of Mental Health and Substance Abuse Services approval of Residential Treatment Facility placement. When a child is placed in a Residential Treatment Facility pending Office of Mental Health and Substance Abuse Services approval, a complete application package, as discussed above, must be submitted to Office of Mental Health and Substance Abuse Services within twenty days of the date of the child's placement. Office of Mental Health and Substance Abuse Services will continue to have twenty-one days from the date it receives the application to make its decision.

## **5. Effective Date of Approval**

Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facility:

- a. Office of Mental Health and Substance Abuse Services approval is valid for thirty days from the date on the approval letter. If the child is not placed within thirty days of the approval, and Residential Treatment Facility services are still sought, another complete application packet must be submitted with updated medical information.
- b. For a child who was placed prior to the approval notice by Office of Mental Health and Substance Abuse Services, the effective funding date is the date that the packet was received by Office of Mental Health and Substance Abuse

### **APPENDIX P**

Services. However, the County Children and Youth Agency / Juvenile Probation Office Caseworker and/or HealthChoices Coordinator should contact the County's Provider of Residential Service Management to notify them of the Office of Mental Health and Substance Abuse Services approval and ask that they outreach Office of Mental Health and Substance Abuse Services to see if they are willing to fund the Residential Treatment Facility stay from the date of admission so as to avoid having to utilize County Children and Youth Agency / Juvenile Probation Office funds for the initial unauthorized days of Mental Health Residential Treatment Services.

- c. If the child did not meet the criteria for Residential Treatment Facility placement, there will be no payment by Office of Mental Health and Substance Abuse Services, unless there is an appeal sought and the decision is overturned.

Non- Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facility:

- a. Office of Mental Health and Substance Abuse Services approval is valid for thirty days from the date on the approval letter. If the child is not placed within thirty days of the approval, and Residential Treatment Facility services are still sought, another complete application packet must be submitted with updated medical.
- b. For a child who was placed in a Residential Treatment Facility prior to the approval notice by Office of Mental Health and Substance Abuse Services, the effective funding approval date is the date the request was approved by Office of Mental Health and Substance Abuse Services. However, the County Children and Youth Agency / Juvenile Probation Office Caseworker and/or HealthChoices Coordinator should contact the County's Provider of Residential Service Management to notify them of the Office of Mental Health and Substance Abuse Services approval and ask that they outreach Office of Mental Health and Substance Abuse Services to see if they are willing to fund the Residential Treatment Facility stay from the date of admission so as to avoid having to utilize County Children and Youth Agency / Juvenile Probation Office funds. For the initial unauthorized days of Mental Health Residential Treatment Services.
- c. If the child did not meet the criteria for Residential Treatment Facility placement, there will be no payment by Office of Mental Health and Substance Abuse Services, unless there is an appeal sought and the decision is overturned.

## 6. Right To Appeal

If a request for prior authorization services in a Mental Health Residential Treatment Facility is denied, the client, the prescriber, Delaware County Mental Health Office, and the County Children and Youth Agency / Juvenile Probation Office case manager will receive written notification of the child's right to appeal. The child, his/her parent,

### APPENDIX P

or his/her designee may submit in writing that he/she wishes to appeal the determination and indicate his/her reasons for appealing. The appellant should also include all documentation regarding the case. It should be noted that appeals can only be submitted by the child or his/her designee and must be received in the reviewing office within thirty days of the date of the written notice of denial. The written appeal requesting reconsideration along with any documentation should be submitted as follows:

For Joint Commission on Accreditation of Healthcare Organizations and non- Joint Commission on Accreditation of Healthcare Organizations Residential Treatment Facility Services:

**(Regular Mail)**

OMHSAS  
Division of Medical Review  
DGS-Annex Complex  
DPW-OMHSAS  
Beechmont Building #32  
Appeal Section, Room 249  
Harrisburg, PA 17105-2675

**(Overnight Delivery)**

OMHSAS  
Division of Medical Review  
DGS-Annex Complex  
Appeal Section, Room 249  
21 Beech Drive  
Beechmont Building #32  
Harrisburg, PA 17110-3591

If the application continues to be denied by Office of Mental Health and Substance Abuse Services, the appeal will then be forwarded to the Office of Hearings and Appeals. The Office of Hearings and Appeals will make the final determination.

## **7. Time Limits of Service**

Reimbursement for mental health residential services will be authorized up to but no longer than 120 days at a time. The Behavioral Health Managed Care Organization becomes responsible for the funding of all children in substitute care admitted to mental health residential facilities soon after the child's admission.

## **8. Reauthorization of Services**

The Interagency Service Planning Team must convene to discuss discharge planning for the child receiving mental health treatment in a mental health residential facility. An Interagency Service Planning Team meeting should review the mental health treatment plan forty-five days before the expiration of the authorized placement period in order to allow the appropriate amount of time to determine if reauthorization of services should be requested or discharge planning should proceed. The Base Service Unit/Anchor Provider Residential Service Manager and the County Children and Youth Agency / Juvenile Probation Office case manager are jointly responsible for coordinating the Interagency Service Planning Team meeting. The purpose of the review is to determine if the original goals for treatment have been successfully

## **APPENDIX P**



achieved and to discuss how each system represented can support the child and family in treatment.

If the goals of the treatment plan have not been achieved and it is medically necessary for the child to remain in a Residential Treatment Facility, the Residential Service

Manager is responsible for gathering and coordinating all of the information necessary to apply for reauthorization of residential treatment services.

In order to request reauthorization of treatment provided in a mental health residential facility, a MA 325 or MA97 and all of the other information listed above under the application process (including the Interagency Service Planning Team meeting), documenting the medical services which the child received in the Residential Treatment Facility and the necessity for the continuation of mental health residential treatment services, must be submitted to the Behavioral Health Managed Care Organization thirty days prior to the expiration date of the previously authorized period.

## **THE APPLICATION PROCESS FOR CHILDREN ENROLLED IN HEALTHCHOICES FOR ACCESSING MENTAL HEALTH RESIDENTIAL TREATMENT SERVICES**

### **1. Documentation Required for the Application**

The following documentation must be submitted to the Behavioral Health Managed Care Organization prior to authorization of residential treatment services:

- a. Psychiatric or Psychological Evaluation:
  - i. For Joint Commission on Accreditation of Healthcare Organizations accredited (Residential Treatment Facility) services, a copy of a psychiatric evaluation completed within the past thirty days, which recommends mental health residential treatment as medically necessary for up to ninety days. The evaluating psychiatrist must sign the evaluation.
  - ii. For non- Joint Commission on Accreditation of Healthcare Organizations residential treatment services (including Therapeutic Foster Care & Community Residential Rehabilitation Host Home programs), a copy of a psychiatric or psychological evaluation completed within the past thirty days, which recommends mental health residential treatment as medically necessary for up to ninety days. The evaluating psychiatrist or psychologist must sign the evaluation.
- b. A copy of the child's current or proposed mental health treatment plan signed by the child (if over age fourteen) and/or the parent/guardian and reviewed by

### **APPENDIX P**

an interagency team, which specifies the goals for the treatment, the services to be provided, how those services will achieve the goals, and expected outcome;

- c. The Plan of Care Summary, also referred to as Attachment 6 or 7;
- d. A copy of a completed Attachment 8 – Community Based Mental Health Services – Alternatives to Mental Health Residential Treatment form. The Delaware County Provider of Residential Service Management is responsible for completing and forwarding the Attachment 8 form to the Behavioral Health Managed Care Organization;
- e. Documentation of the Interagency Service Planning Team meeting, including the names and signatures of those in attendance. The Interagency Service Planning Team must support Residential Treatment Facility placement.

## **2. Application Procedures**

Mental Health residential treatment services require prior authorization by the HealthChoices Behavioral Health Managed Care Organization. A parent, County Children and Youth Agency / Juvenile Probation Office, or mental health provider agency can contact the Behavioral Health Managed Care Organization to request residential treatment services for a child or adolescent.

If a child or adolescent requires a psychiatric evaluation to determine the medical necessity of mental health residential treatment services, a request for the evaluation can be made through the Behavioral Health Managed Care Organization and/or the Delaware County Provider of Residential Service Management. If a child has been evaluated by a psychiatrist and recommended for mental health residential treatment, a parent, a representative from a mental health provider agency, or another involved child serving system must contact the Delaware County Provider of Residential Service Management to begin the process of scheduling an Interagency Service Planning Team meeting.

A Behavioral Health Managed Care Organization Care Manager should be invited to participate in the Interagency Service Planning Team meeting; however, this is not mandatory. Following the Interagency Service Planning Team meeting, the Delaware County Provider of Residential Service Management must send the above documentation, which is completed, signed, and reviewed within 2 business days of receipt of these materials to the Behavioral Health Managed Care Organization. The Behavioral Health Managed Care Organization will review the application with the Behavioral Health Managed Care Organization clinical supervisor and/or the medical director.

The application process for “behavioral health only” children is as follows:

- a. The Delaware County Provider of Residential Service Management compiles the packet.

### **APPENDIX P**

- b. The Delaware County Provider of Service Management reviews and signs the Plan of Care Summary and the Attachment 8.
- c. The Delaware County Provider of Residential Service Manager faxes the packet to the Behavioral Health Managed Care Organization at 866-667-7744 or mails it to 105 Terry Drive Suite 103 Newtown, PA 18940. A copy of the completed application will be forwarded to the County Children and Youth Agency / Juvenile Probation Office. The Delaware County Provider of Residential Service Management will keep a copy on file.

### **3. Time Period and Criteria for Approving and Rejecting the Application**

The Behavioral Health Managed Care Organization will make a decision regarding authorization of mental health residential treatment services within two business days of receipt of the completed application. The decision is contingent upon receipt of a service authorization request packet, which includes ALL required documentation by the Behavioral Health Managed Care Organization.

If the submitted documentation is incomplete or if the Behavioral Health Managed Care Organization needs additional information in order to render a decision regarding authorization of mental health residential treatment, the Behavioral Health Managed Care Organization may request additional information. If additional information is requested, the Behavioral Health Managed Care Organization has an additional two days to render a decision regarding authorization of residential treatment services.

If the Behavioral Health Managed Care Organization determines that medical necessity is met and Mental Health Residential Treatment Facility services are approved, the Behavioral Health Managed Care Organization will notify the family and/or legal guardian.

### **4. Effective Date of Approval**

Behavioral Health Managed Care Organization funding for both Joint Commission on Accreditation of Healthcare Organizations and non- Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facilities begins the date that the child is placed at the Mental Health Residential Treatment Facilities (and/or the date the child coverts from Medical Assistance Fee-For-Service to the Behavioral Health Managed Care Organization).

### **5. Right to Appeal**

Child/Adolescent, Parents and County Children and Youth Agency / Juvenile Probation Office have the right to appeal any denial or reduction of services. This can be done directly with the Behavioral Health Managed Care Organization or by requesting a DPW Fair Hearing. The HealthChoices grievance process is described in the Behavioral Health Managed Care Organization handbook.

## **APPENDIX P**

## 6. Time Limits of Service

Reimbursement for residential services will be authorized up to but no longer than 120 days at a time.

## 7. Reauthorization of Services

The interagency service planning team must convene to discuss discharge planning for the child receiving mental health treatment service. An Interagency Service Planning Team review of the mental health treatment plan should occur approximately up to forty-five days before the expiration of the authorized placement period in order to allow the appropriate amount of time to determine if reauthorization of services should be requested or discharge planning should proceed. The Delaware County Provider of Residential Service Management, County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator are jointly responsible for convening the Interagency Service Planning Team meeting. The purpose of the Interagency Service Planning Team meeting is to determine if the original goals for treatment have been successfully achieved and to discuss how each system represented can support the child and family in treatment.

If the goals of the treatment plan have not been achieved and it is medically necessary for the child to remain in Mental Health Residential Treatment Facility, the Delaware County Provider of Residential Service Management is responsible for gathering and coordinating all of the information necessary to apply for reauthorization of mental health residential treatment services.

In order to request reauthorization of treatment provided in a Mental Health Residential Treatment Facilities, a current evaluation documenting continued medical necessity must be submitted to the Behavioral Health Managed Care Organization, and the Interagency Service Planning Team meeting must be held thirty days before the expiration date of the previously authorized period.

## METHOD OF DEALING WITH MENTAL HEALTH CRISIS SITUATIONS

It should be noted that Mental Health Residential Treatment Facility are not the appropriate placement or treatment resource when dealing with an acute mental health crisis. The purpose of Mental Health Residential Treatment Facilities services is to treat the non-emergency mental health needs of the child.

If a mental health crisis situation exists, it should be handled through the county mental health system. Mental health crisis stabilization services can be requested through the county psychiatric crisis centers and/or the HealthChoices Behavioral Health Managed Care Organization.

## APPENDIX P

## **CASE MANAGEMENT RESPONSIBILITIES FOR CHILDREN PLACED IN RESIDENTIAL TREATMENT FACILITIES**

Every child being considered for Mental Health Residential Treatment Facility is assigned a Residential Service Management through the Delaware County Provider of Residential Service Management. It is the responsibility of both the County Children and Youth Agency / Juvenile Probation Office case manager and/or the HealthChoices Coordinator and the Residential Service Manager to gather and assemble the information necessary for requesting (re)authorization of mental health Residential Treatment Facilities services. Once a child has been admitted to a Mental Health Residential Treatment Facilities program, this Residential Service Manager has primary case management responsibilities for that child.

### **1. Primary Case Management**

- a. The Residential Service Manager has primary case management responsibilities for children who are being considered, approved, or attending mental health residential treatment. The Residential Service Management is responsible for coordinating and facilitating the child's access to care in collaboration with the County Children and Youth Agency / Juvenile Probation Office case manager, and/or HealthChoices Coordinator, parent/guardian, school and other identified interagency team members. The Residential Service Manager, in collaboration with all team members, will be the person primarily responsible for gathering and assembling the information necessary to complete and submit the application for mental health residential treatment services.
- b. Throughout the child or adolescent's placement in a Mental Health Residential Treatment Facility, the Residential Service Manager is responsible for:
  - i. Monitoring the child's progress as well as the delivery of services;
  - ii. Assuring that the treatment plan is being followed;
  - iii. Assuring that the discharge service planning process takes place;
  - iv. Ongoing communication with parent/guardian and other involved child serving systems;
  - v. Convening the Interagency Service Planning Team meetings; and
  - vi. Monitoring of the child's medical assistance eligibility.

### **2. The Interagency Service Planning Team Meeting**

The Residential Service Manager is also responsible for convening a face-to-face (distance permitting) Interagency Service Planning Team meeting with the assistance of the County Children and Youth Agency / Juvenile Probation Office case manager

#### **APPENDIX P**

and/or HealthChoices Coordinator in order to determine what services are necessary to meet the needs of the child and family.

- a. Members of the Interagency Service Planning Team should include representatives from all community and child service systems currently involved with the child. The Interagency Service Planning Team must include at a minimum:
  - i. The County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator (if the child is actively involved in these systems);
  - ii. The Base Service Unit /Anchor Provider Residential Service Manager;
  - iii. A representative from the responsible educational agency;
  - iv. The child;
  - v. The Family/Guardian (unless deemed inappropriate by County Children and Youth Agency / Juvenile Probation Office);
  - vi. The prescribing psychiatrist/psychologist (if possible); and
  - vii. For reauthorization meetings, it is a requirement that the child's Mental Health Residential Treatment Facility treatment team participate in the team meeting;
  - viii. For discharge planning meetings, it is recommended that the agency that will be providing behavioral health services to the child/family in the community, like Family Based, Multisystemic Therapy, and Target Case Management, participate in any discharge planning meetings that are held thirty days prior to the actual date of discharge.
- b. To document the Interagency Service Planning Team meeting, the block on Attachment 8 must be checked indicating that the Interagency Service Planning Team meeting was held. The date of the meeting must also be shown on Attachment 8.
- c. A possible outcome of the Interagency Service Planning Team meeting maybe the identification or modification of treatment goals specific to the needs of the child. Mental health treatment goals must be established prior to the child's placement in a mental health residential treatment facility. If the Interagency Service Planning Team determines that residential treatment services are necessary to meet the needs of the child and family, treatment and service planning should consider the following:
  - i. The treatment goals to be achieved as a result of placement in a mental health residential facility;

**APPENDIX P**

- ii. The services to be provided by the Mental Health Residential Treatment Facility;
- iii. Who will be responsible for providing the specific services;
- iv. How those services will meet the treatment goals;
- v. What the expected outcomes will be;
- vi. The nature and extent of family participation;
- vii. The specific description of community resources;
- viii. The specific description of educational planning; and
- ix. The discharge goal

### 3. Discharge Planning

The Interagency Service Planning Team must convene to discuss discharge planning for the child receiving mental health residential treatment services. It is the responsibility of the Interagency Service Planning Team to review develop a comprehensive discharge plan with division of roles and tasks in implementing the plan. An Interagency Service Planning Team review of the mental health treatment plan should be completed forty-five days before the expiration of the authorized placement period in order to allow the appropriate amount of time to determine if reauthorization of services should be requested or discharge planning should proceed. The Residential Service Manager and the County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator are jointly responsible for coordinating the Interagency Service Planning Team meeting. To determine if the original goals for treatment have been successfully achieved and to discuss how each system represented can support the child and family in the community post discharge from the Mental Health Residential Treatment Facility.

If sufficient progress towards the goals of the treatment plan has not been achieved and it is deemed medically necessary for the child to remain in Mental Health Residential Treatment Facility, the Residential Service Manager is responsible for gathering and coordinating all of the information necessary to apply for reauthorization of mental health residential treatment services.

If sufficient progress towards the goals for mental health residential treatment has been achieved, the Interagency Service Planning Team will develop a comprehensive discharge plan, which includes behavioral health aftercare services. The comprehensive discharge plan must:

- a. Identify the needs of the child and family;
- b. Specify the services and the intensity of the services that must be provided to assure that those needs are met;
- c. Identify who will be responsible for providing the services;
- d. Specify the level of family participation;
- e. Describe the use of community resources; and
- f. Identify the educational needs of the child.

## APPENDIX P

The goal of the discharge plan should be to keep the child stabilized in the least restrictive setting by employing individualized services to meet the needs of the child and his/her family.

Once the child is discharged from the Mental Health Residential Treatment Facility, it is the joint responsibility of the County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator, and the Residential Service Manager to assure that linkages to aftercare are established as identified in the child's discharge plan. Children discharged from Mental Health Residential Treatment Facility should be considered for family-centered, community-based case management services through the Base Service Unit to monitor the child's adjustment to the community and to assure that the child has access to all appropriate services. Should the child's mental health condition deteriorate and require more intensive services, this case manager and the County Children and Youth Agency / Juvenile Probation Office case manager are jointly responsible to coordinate and access these services.

## **FUNDING FOR MENTAL HEALTH RESIDENTIAL TREATMENT SERVICES**

### **1. General Requirements**

Since July 1, 1994, medically necessary mental health residential treatment services provided in a Joint Commission on Accreditation of Healthcare Organizations - accredited facility to an eligible child in the custody of the County Children and Youth Agency or Juvenile Probation Office has been funded by Medical Assistance Fee-For-Service or Behavioral Health Managed Care Organization. As of August 1, 2009, medically necessary mental health services will be funded by the Behavioral Health Managed Care Organization for children in substitute care unless the child is covered by Medical Assistance Fee-For-Service for a period of time. Both the mental health treatment and room and board costs are included in the Medical Assistance and/or Behavioral Health Managed Care Organization Inpatient Mental Health Residential Treatment Facility per diem payment. Other medically necessary services are funded separately from the Mental Health Residential Treatment Facility payment through either Medical Assistance Fee-For-Service, ACCESS Plus or the Physical Health HMO program of capitation. Neither Medical Assistance Fee-For-Service (nor the Behavioral Health Managed Care Organization), nor County Children and Youth Agency / Juvenile Probation Office are responsible for education costs, although the Mental Health Residential Treatment Facility must assure educational services are provided. The child's home school district is responsible for funding the child's educational services.

Mental Health Residential Treatment services provided in a non-Joint Commission on Accreditation of Healthcare Organizations facility to an eligible child who is in the custody of the County Children and Youth Agency or Juvenile Probation Office are funded through a combination of State, local, Title IV-E, and Medical Assistance funds. In these situations, Behavioral Health Managed Care Organization will only pay those costs that are related to the child's mental health treatment. The costs associated with

#### **APPENDIX P**



the child's room and board must be covered by the County Children and Youth Agency / Juvenile Probation Office if the child is in substitute care. If the non-substitute care child is placed in a non- Joint Commission on Accreditation of Healthcare Organizations facility by the Behavioral Health Managed Care Organization, the rate is all-inclusive and there are no separate room and board costs.

County Children and Youth Agency and Juvenile Probation Office should note that the treatment costs of children who are eligible to receive mental health residential treatment services as defined above, but who are not placed in PA Medical Assistance -approved facilities (Joint Commission on Accreditation of Healthcare Organizations and non- Joint Commission on Accreditation of Healthcare Organizations), will be considered unallowable reimbursement costs under Act 148 unless there is documentation in the child's case record that PA Medical Assistance funded Mental Health Residential Treatment Facility services were unavailable to the child.

## **2. County Contracting and Reimbursement Procedures**

The County Children and Youth Agency / Juvenile Probation Office must enter into a written contract with each Contractor of non- Joint Commission on Accreditation of Healthcare Organizations Mental Health Residential Treatment Facility services as required by 55 PA Code Chapter 3170 (relating to Allowable Costs and Procedures for County Children and Youth Services.) The contract must include:

- a. A definition of all services including the mental health residential treatment services to be provided to the children [the County Children and Youth Agency can reference and attach the program description approved by Office of Mental Health and Substance Abuse Services to the contract];
- b. The total per diem cost for all services along with the per diem costs for mental health residential treatment and child maintenance; and
- c. The agreement of the Contractor to bill Medical Assistance Fee-For-Service (or the Behavioral Health Managed Care Organization) for mental health services for eligible children.

The per diem rate for treatment services shown in the contract must be based on the per diem rate established by the Department through Office of Mental Health and Substance Abuse Services. Administrative costs are allocated proportionately to both treatment and to maintenance.

The County Children and Youth Agency / Juvenile Probation Office may request reimbursement for the cost of maintenance of a child placed in a non- Joint Commission on Accreditation of Healthcare Organizations facility through State Act 148 and Federal Title IV-E funds. Act 148 reimbursement requested may not include the costs of mental health treatment provided in a Mental Health Residential Treatment Facility for those children eligible for PA Medical Assistance funded mental health services. For Mental Health Residential Treatment Services provided in a non-

### **APPENDIX P**

Joint Commission on Accreditation of Healthcare Organizations facility, the Title IV-E rate may not exceed the maintenance rate established by Office of Mental Health and Substance Abuse Services.

When the County Children and Youth Agency or Juvenile Probation Office arranges for Mental Health Residential Treatment Facility services through a Joint Commission on Accreditation of Healthcare Organizations facility, the County Children and Youth Agency or Juvenile Probation Office must develop a written service agreement with the Joint Commission on Accreditation of Healthcare Organizations facility [as required by 3130.40 (a)] which:

- a. Describes the services to be provided to children; and
- b. Describes the responsibilities of the facility and the County Children and Youth Agency or Juvenile Probation Office for case reporting and case management.

## **CONTRACTOR ENROLLMENT AND BILLING**

### **1. Contractor Enrollment**

To be eligible for Medical Assistance reimbursement, a Mental Health Residential Treatment Facility must be licensed by the Pennsylvania Department of Human Services pursuant to 55 PA Code Chapters 3680, and 3800.300; be accredited by the Joint Commission on Accreditation of Healthcare Organizations or meet the interim guidelines for residential treatment that have been established by the Pennsylvania Department of Human Services; and become enrolled as a Medical Assistance Contractor.

To enroll as a Medical Assistance Contractor, an Enrollment Application Form, Contractor Agreement, and other enrollment documents must be completed by the subscriber and returned to Office of Mental Health and Substance Abuse Services. Different forms and agreements are required for Joint Commission on Accreditation of Healthcare Organizations -accredited and non- Joint Commission on Accreditation of Healthcare Organizations facilities. Further information and assistance regarding Contractor enrollment can be obtained by calling Office of Mental Health and Substance Abuse Services at (717) 772-6456 for non- Joint Commission on Accreditation of Healthcare Organizations enrollment information and (717) 772-6152 for Joint Commission on Accreditation of Healthcare Organizations enrollment information.

Contractors who are seeking Medicaid reimbursement for mental health services provided in a mental health residential facility must have their own utilization review process and comply with the Department's utilization review and quality control inspections. Utilization reviews will be conducted by the Department or its agents. Medical and fiscal records are subject to review to assure that the services described in the child's treatment plan are being provided, documented and are being billed accordingly. Quality control inspections are performed by qualified professionals

## **APPENDIX P**

employed by or under agreement with the Department and may include licensed psychologists, psychiatrists, nurses, pediatricians, etc. The professionals will make site visits to the Contractor facilities to assure that the quality of services is consistent with those described when the Contractor was originally enrolled and are being provided at the required levels. There are similar expectations for Contractors contracted with the Behavioral Health Managed Care Organization. These specifications are found in the Contractor Agreement with the Behavioral Health Managed Care Organization.

## **2. Rate Setting**

The Office of Mental Health and Substance Abuse Services will establish payment rates for services provided in residential facilities according to the following procedures:

- a. For Joint Commission on Accreditation of Healthcare Organizations accredited Mental Health Residential Treatment Facilities, a per diem rate will be established for each Contractor. The per diem will include payment for medically necessary mental health services as well as room and board. (Physical health services are not part of the per diem.)
- b. For non- Joint Commission on Accreditation of Healthcare Organizations - accredited facilities, a per diem rate will be established for each Contractor. The per diem will only include payment for prescribed therapeutic or rehabilitative services and a proportionate share of administrative costs. All costs related to room and board are ineligible for Medical Assistance (or HealthChoices) funding.

The Contractor should note that no payment will be made for any treatment services not prior authorized.

Behavioral Health Managed Care Organization Rates are negotiated directly with the Mental Health Residential Treatment Facilities.

## **3. Billing Procedures**

- a. Procedures for Billing Medicaid

As noted above, a Contractor's eligibility to receive Medicaid reimbursement for mental health residential treatment services provided in a mental health residential facility is dependent upon the child's eligibility for Medical Assistance on the date of service, receipt of prior authorization and documentation in the client's record indicating the medical necessity for the services in accordance with the regulatory requirements of 55 PA Code, Chapter 1101 as amended, and the bulletins cited previously.

## **APPENDIX P**

To bill Medicaid, starting April 8, 1994, the Joint Commission on Accreditation of Healthcare Organizations Mental Health Residential Treatment Facilities must use the federal common billing form, UB-92. The non- Joint Commission on Accreditation of Healthcare Organizations facilities must use Medical Services Invoice Form, MA 319.

When submitting a claim, the original invoice form must be submitted according to the established procedures.

- i. For Joint Commission on Accreditation of Healthcare Organizations Mental Health Residential Treatment Facilities, the UB-92 invoice is sent to:

Department of Human Services  
Office of Medical Assistance Programs  
P.O. Box 8051  
Harrisburg, PA 17105

- ii. For non- Joint Commission on Accreditation of Healthcare Organizations facilities, the Medical Services Invoice Form, MA 319 is sent to: This address may have been changed.

Office of Medical Assistance Programs  
P.O. Box 8297  
Harrisburg, PA 17105

Contractors should bill Medical Assistance Fee-For-Service according to the instructions in the Medical Assistance Handbook and updating bulletins.

- b. Procedures for billing HealthChoices

See Agreement with Behavioral Health Managed Care Organization.

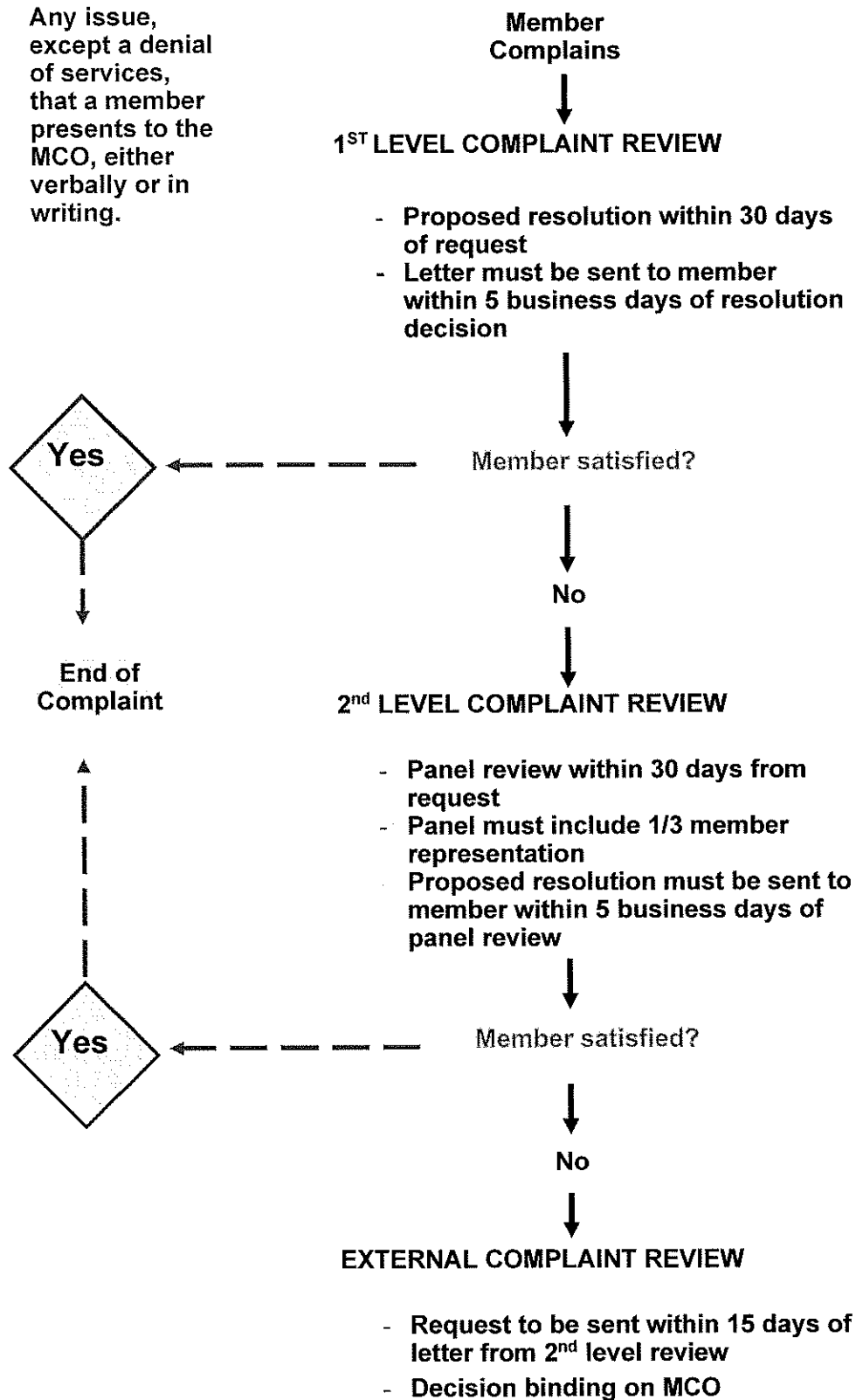
- c. Procedures for Billing the County

The non- Joint Commission on Accreditation of Healthcare Organizations Contractor is responsible for directly billing the County for room and board costs associated with a substitute care child's mental health residential treatment. The specific Agreement established between the Contractor and the County must indicate the per diem rate established by Office of Mental Health and Substance Abuse Services (see Rate Setting above) for the child's maintenance and treatment. Procedures established by each county must be followed when billing a county for the costs of maintenance and supervision not associated with treatment of the child.

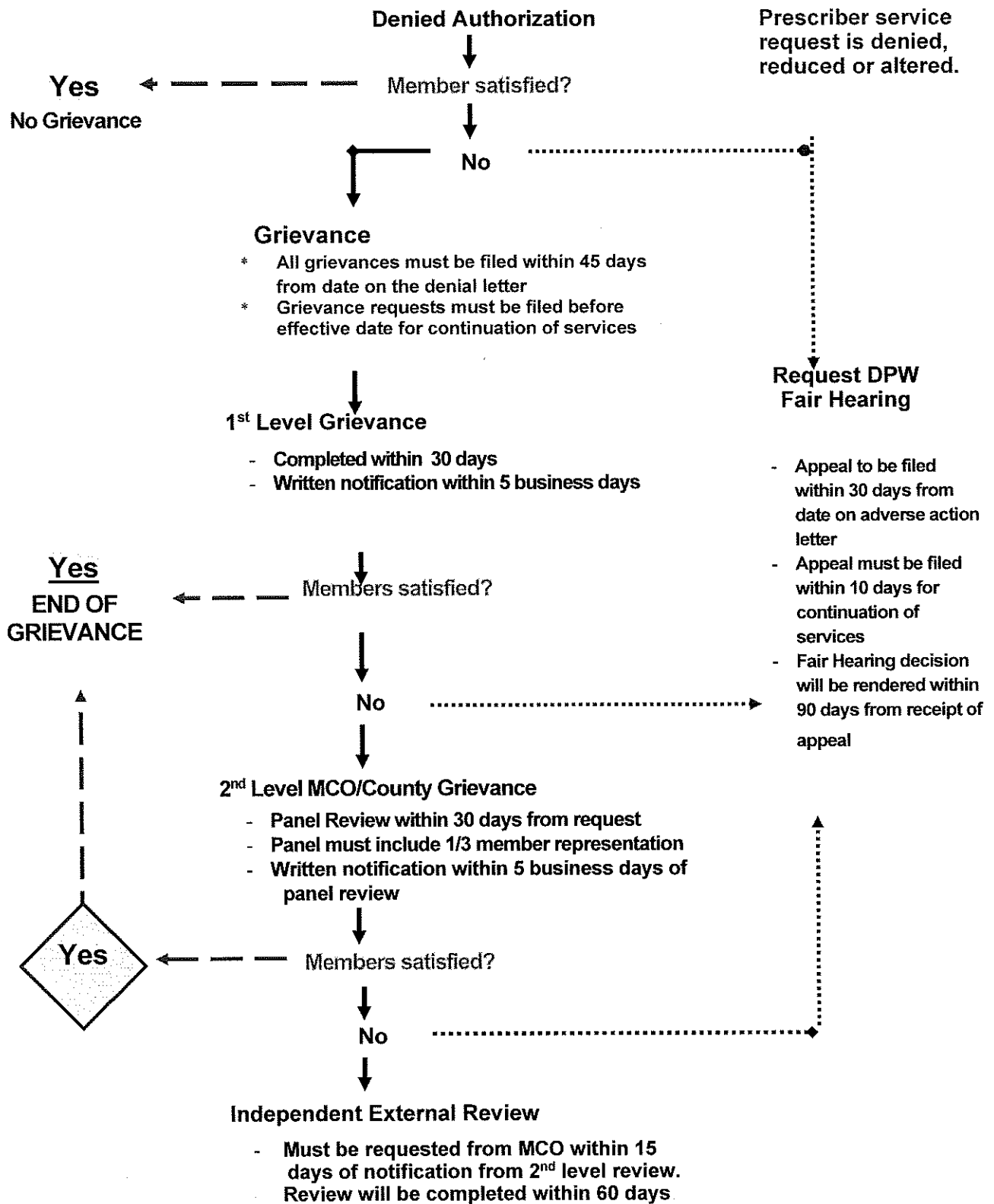
#### APPENDIX P

# HEALTHCHOICES BEHAVIORAL HEALTH STANDARD COMPLAINT PROCEDURES

Any issue, except a denial of services, that a member presents to the MCO, either verbally or in writing.



# HEALTHCHOICES BEHAVIORAL HEALTH GRIEVANCE PROCEDURE



**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
APPENDIX U  
AUDIT REQUIREMENTS**

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APPENDIX U

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
APPENDIX U  
AUDIT REQUIREMENTS FOR SUBRECIPIENT ORGANIZATIONS**

**U-I OVERVIEW**

**Introduction**

The purpose of Appendix U is to set forth audit guidance for provider organizations receiving financial assistance from the Delaware County Department of Human Services (County) either directly or as a subrecipient of a pass-through award. This audit guidance is applicable to the following Delaware County Human Services programs:

- Mental Health
- Intellectual and Developmental Disabilities
- Early Intervention
- Drug and Alcohol
- Adult and Family Services
- Child Welfare

Depending on the type and amount of funding received, an audit of the financial assistance provided in connection with the County contract may be required. Awards received from the County may include federal, state, or county financial assistance. In addition to Federal audit requirements, the Commonwealth of Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP) have unique audit requirements which need to be considered in the determination of audit compliance.

**Any pass-through of federal awards is required to be reported by subrecipients on the same basis as is required for federal financial assistance received directly from a federal awarding agency.**

The County is responsible for ensuring that the financial statements of its subrecipients are appropriately audited in accordance with *Government Auditing Standards* (the Yellow Book), applicable program requirements and contract provisions, and, when appropriate, the Single Audit Act Amendments of 1996, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) of the Office of Management and Budget (OMB), the Pennsylvania Department of Human Services Single Audit Supplement, and the Pennsylvania Department of Drug and Alcohol audit guidelines.

APPENDIX U

Standard\_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21



## **Obtaining an Engagement Letter**

For all audits performed in accordance with the provisions of Appendix U, the subrecipient organization must have executed a written engagement letter with its independent auditor establishing an understanding about the services to be performed. The engagement letter should specify the responsibilities of both the subrecipient organization and the auditor and the objectives and scope of the engagement.

## **Interpretation of Appendix U**

Any questions pertaining to Appendix U should be referred to:

Human Services Accountant  
Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082  
Phone No.: 610-713-2115  
Fax No.: 610-713-2326

## **Auditor Independence**

Subrecipient organizations shall ensure that the audit organization and the auditors performing the audit work are independent of mind as well as in appearance. It is crucial that the audit organization and the audit team act with integrity and exercise objectivity and professional skepticism.

## **Audit Objectives**

The audit must be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAGAS or Yellow Book), issued by the Comptroller General of the United States. A Yellow Book audit can be required by law, regulation, agreement, contract, or policy. The most common Yellow Book audits are those required as part of a Single Audit performed under Subpart F of the Uniform Guidance, which supersedes OMB Circular A-133 audit requirements. A Single Audit is required if the organization expends more than a specified amount of federal awards. Another common way an organization may be subject to the Yellow Book requirements is because of provisions included in grant agreements or contracts regardless of the amount of federal awards expended. The Yellow Book incorporates GAAS. Thus, performing a financial audit requires auditing the financial statements in accordance with GAAS, as well as following the additional general, field work, and reporting standards contained in *Government Auditing Standards*. This includes testing and reporting on compliance with laws, regulations, and provisions of contracts or grant agreements for which noncompliance would be

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material to the financial statements. An audit of financial statements in accordance with the Yellow Book may include additional reporting and documentation responsibilities.

The subrecipient organization may satisfy the audit requirements of this contract by obtaining a Single Audit in accordance with the provisions of Subpart F of the Uniform Guidance. Either a Program Specific Audit or an organization-wide Single Audit, performed in accordance with applicable federal, state and county requirements, may be acceptable. In some instances, the auditee may elect to have a series of audits covering departments, agencies, or other organizational units that expended or otherwise administered federal awards, providing that each such audit encompasses the necessary financial reporting requirements for each such department, agency, or other organizational unit.

*The subrecipient organization's audited financial report is utilized by the County to meet its responsibilities in overseeing its programs and assuring the integrity of funds expended. Upon completion of the audit, the supporting audit workpapers shall be made available, upon request, in connection with a quality review, to resolve any audit findings or to carry out oversight responsibilities.*

#### **Audit Reporting Package Submission**

The County requests that one copy of the audit reporting package conforming to this Appendix U be delivered to the County at the following address:

Human Services Accountant  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, Pennsylvania 19082

The audit reporting package submission date is 30 days after completion of the audit, but in any event, not later than 9 months after the end of the audit period. However, earlier submission to the County is encouraged.

#### **Extension of Submission Date for Audit Reporting Package**

If it is determined that the audit reporting package cannot be submitted to the County before the due date, a written request for extension must be made by submission of Exhibit C to the County. The request must be received by the County at least 2 weeks prior to the due date.

The County may impose sanctions whenever the audit package is not timely submitted and an extension request has not been granted.

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## **Allocations of Indirect Costs**

Indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective or not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved. Indirect costs can be allocated on an individual line-item basis or collected in an expense pool and allocated in total, utilizing an appropriate base on which to allocate the indirect expenses. In order to achieve equitable cost allocation, a plan must be established to define which costs are to be charged directly and which costs are to be treated as common or indirect costs.

If indirect costs are allocated, then the auditor has responsibility concerning the reasonableness of the allocation. The main purpose in allocating indirect costs is to ensure that each program bears its fair share of costs compared to other programs. Indirect costs are charged by way of a cost allocation plan. The cost allocation plan should ensure that:

- Costs are consistent and logical;
- The allocation includes only costs incurred for a common or joint purpose that benefit more than one program and are not readily assignable to one program;
- Each program bears its fair share of costs compared to other programs;
- Indirect costs are not charged as both direct and indirect costs; and
- The same indirect costs are not being charged to different programs.

## **Retained Revenue**

Delaware County Human Services programs may approve retained revenue allowances by subrecipients by specifically including special retained revenue provisions in the contract. In no case will retained revenue allowances exceed 3% of the total gross revenues applicable to any contract funding representing pass-through funding from Pennsylvania Department of Human Services.

## **Fraud and Illegal Acts**

If fraud or illegal acts are discovered, the auditor should notify the primary executive officer of the subrecipient organization. The subrecipient organization should then promptly notify the County. If the subrecipient's primary executive officer is in any way involved with the acts, the auditor should then notify the County directly. The County will, in turn, take the matter to the funding agency. There is no level of materiality to be considered when reporting fraud or illegal acts.

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## **Additional Audit Provisions**

Subrecipient organizations can be required to have audits by contract or other means, even when the audit would not be required by law.

The County, federal, and state agencies, or their authorized representatives, reserve the right to perform additional audits of a financial and/or performance nature, if deemed necessary in carrying out their program administration and monitoring responsibilities. Any such additional work may rely on the work already performed by the Subrecipient's auditor, and the costs for any additional work performed will be borne by those agencies at no additional expense to the Subrecipient. A federal awarding agency may request that a specific federal program be audited as a major program in lieu of the federal awarding agency conducting or arranging for additional audits.

If it is decided by the County that an audit of this contract will be performed, the Subrecipient will be given advance notice. The Subrecipient shall maintain books, records, and documents that support the services provided, that the fees retained are in accordance with the contract, and that the Subrecipient has complied with the contract terms and conditions. The Subrecipient agrees to make available, upon reasonable notice, at the office of the Subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Appendix U, all books, records, and documents for inspection, audit, or reproduction by the County or a state or federal agency or their authorized representative.

Audit working papers and audit reports must be retained by the Subrecipient's auditor for a minimum of three years from the date of issuance of the audit report, unless the Subrecipient or the Subrecipient's auditor is notified in writing by the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the County, to extend the retention period. The term "cognizant agency" means any Federal or State agency that has the primary audit or oversight responsibility for a particular contractor or grantee. Audit working papers must be made available, upon request, to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect costs, a federal agency, General Accounting Office, the County or its designee at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities. Access to audit documentation includes the right to obtain copies of audit documentation, as is reasonable and necessary.

The Subrecipient shall preserve all books, records, and documents related to the program year for at least three years from the contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the grantor or pass-through agency, or as required by applicable federal laws and regulations, whichever is longer. If the program contract is completely or partially terminated,

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the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

### **Special Purpose Reports**

The County may require the subrecipient organization or its auditor to issue other reports in addition to those reports addressed in Appendix U. Special Purpose Reports will generally be referenced in the contract.

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## **U-II GENERAL AUDIT REQUIREMENTS**

### **A. Federally Mandated Audit Requirements**

#### **Subpart F**

The subrecipient organization must comply with all federal, state, and county audit requirements including the *Single Audit Act*, as amended, Subpart F of the Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, state audit supplements and audit requirements, other applicable laws or regulations, and any amendments to such other applicable laws or regulations which may be enacted or promulgated by federal, state, or local government.

#### **Local Governments or Non-Profit Organizations**

If the subrecipient organization expends total federal awards of \$750,000 or more (from all funding sources) during its fiscal year, either directly from the federal government or indirectly from a recipient of federal funds, the subrecipient organization is required to have a Single Audit or Program Specific Audit performed in accordance with the provisions of Subpart F of the Uniform Guidance.

If the subrecipient organization expends total federal awards of less than \$750,000 (from all funding sources) during its fiscal year, it is exempt from these audit requirements. However, it is required to maintain auditable records of federal, state, and local funds that supplement such awards, and to provide access to such records by federal, state, and local agencies or their designees for a period of at least 5 years after the report release date or for any additional period requested. An organization expending less than \$750,000 in federal funds may nevertheless be subject to audit requirements specific to the programs from which they receive funds.

#### **For-Profit Organizations**

The Uniform Guidance applies primarily to state and local governments, Indian tribes, institutions of higher education and nonprofit organizations that carry out a federal award as a recipient or subrecipient. However, a subrecipient organization is not exempt from reporting requirements on the basis that it is a for-profit entity. Where funding has been passed through to a for-profit subrecipient, the primary recipient or subrecipient must ensure compliance with applicable laws and regulations. This can be accomplished through pre-award audits, monitoring and post-award audits. Specific audit requirements may also be included in the contract with the for-profit recipient. In some cases, program-specific audits may be required.

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## **B. Federal Expenditures Notification**

Subrecipient organizations receiving funding from the Delaware County Department of Human Services are required to provide the County with notification regarding federal expenditures. The purpose of this notification is to determine which of the County's subrecipient organizations has met the Uniform Guidance Single Audit threshold. The notification is to be completed and forwarded to the Delaware County Department of Human Services within 45 days after the subrecipient's fiscal year end. The schedule format appears as Exhibit B on page 17 of this Appendix U. Subrecipient organizations not meeting the Single Audit threshold are required to provide the County with certain information described on page 2 of Exhibit B.

## **C. Types of Federal Audits**

### **1. Single Audits Performed Under the Uniform Guidance**

**General:** The Single Audit shall be conducted in accordance with GAGAS/Yellow Book. The audit shall cover the entire operations of the auditee or at the option of the auditee, a series of audits that cover departments, agencies, and other organizational units which expended, or otherwise administered, federal awards during the fiscal year. Each such audit shall encompass the financial statements and Schedule of Expenditures of Federal Awards. The audited financial statements and the Schedule of Expenditures of Federal Awards shall be presented for the same fiscal year.

**Financial Statements:** The auditor shall determine whether the financial statements of the auditee are presented fairly in all material respects in conformity with U.S. generally accepted accounting principles. The auditor shall also determine whether the Schedule of Expenditures of Federal Awards is presented fairly in all material respects in relation to the auditee's financial statements taken as a whole.

**Other Reports:** The auditor shall issue a Yellow Book report on internal control over financial reporting and on compliance and other matters and a Single Audit report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance.

**Audit Follow-up:** The auditor shall follow-up on prior audit findings, perform procedures to assess the reasonableness of the Summary Schedule of Prior Audit Findings prepared by the auditee, and report, as a current year audit finding, if it is concluded that the Summary Schedule of Prior Audit Findings materially misrepresents the status of any prior year finding. The auditor shall perform audit follow-up procedures, regardless of whether a prior audit finding relates to a major program, in the current year.

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## Single Audit Reporting Package Requirements Checklist:

- Financial statements that reflect financial position, results of operations, or changes in net assets and, when appropriate, cash flows for the fiscal year.
- Schedule of Expenditures of federal, state & local awards for the period covered by the financial statements.
- Summary schedule of prior audit findings
- The auditor's opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.
- A report on internal control over financial reporting and compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs.
- A report on compliance for each major program and on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or modified opinion as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs.
- A schedule of findings and questioned costs which must include the following three components:
  - (1) A summary of the auditor's results, which must include:
    - (i) The type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
    - (ii) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control were disclosed by the audit of the financial statements;
    - (iii) A statement as to whether the audit disclosed any noncompliance that is material to the financial statements of the auditee;

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- (iv) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control over major programs were disclosed by the audit;
  - (v) The type of report the auditor issued on compliance for major programs (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
  - (vi) A statement as to whether the audit disclosed any audit findings that the auditor is required to report;
  - (vii) An identification of each individual major program, or in the case of a cluster of programs, the cluster name as shown on the Schedule of Expenditures of Federal Awards;
  - (viii) The dollar threshold used to distinguish between Type A and Type B programs; and
  - (ix) A statement as to whether the auditee qualified as a low-risk auditee under the criteria for a low-risk auditee.
- (2) Findings relating to the financial statements which are required to be reported in accordance with GAGAS.
- (3) Findings and questioned costs for Federal awards.
- (i) Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) that relate to the same issue should be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.
  - (ii) Audit findings that relate to both the financial statements and Federal awards should be reported in both sections of the schedule.
- Corrective action plan on all current year findings and a summary schedule of prior audit findings. When audit findings were not corrected or only partially corrected, the summary schedule must describe the reasons for the finding's recurrence and planned corrective action.
  - Data Collection Form stating whether the audit was completed in accordance with the standards for the audit of non-federal entities expending federal awards. The Data Collection Form also provides information about the auditee, its federal programs, and the results of the audit.
  - Management Letter issued by the auditor.
  - Delaware County Supplemental Schedule and related report (Appendix U -Exhibit A).

#### APPENDIX U

## 2. Program Specific Audits Performed Under the Uniform Guidance

A subrecipient that expends \$750,000 in federal awards in any year may elect to have a Program Specific Audit, an audit of one federal program, rather than a Single Audit, if the subrecipient expends its federal awards under only one program (CFDA No.), excluding research and development, and that federal program's laws, regulations, or grant requirements do not require a financial statement audit of the entity.

Some federal assistance programs make available a Program Specific Audit Guide. If such a guide exists, it must be followed. A Program Specific Audit Guide provides specific guidance with respect to internal control, compliance requirements, suggested audit procedures, and audit reporting requirements. A listing of current program-specific audit guides can be found in the compliance supplement, including federal awarding agency contact information and a web site where a copy of the guide can be obtained. The auditor shall follow GAGAS/Yellow Book and the audit guide when performing a Program Specific Audit.

In those instances where a Federal Program Specific Audit Guide is available, the audit reporting package for a Program Specific Audit may be different and should be prepared in accordance with the audit guide. If a guide does not exist, the same basic responsibilities exist for the federal program as they would for an audit of a major program in a Single Audit.

The auditor must perform an audit of the financial statement(s) for the federal program in accordance with GAGAS/Yellow Book, must obtain an understanding of the subrecipient's internal control, and must perform tests of internal control as would be required for a major program. Also, the auditor must determine whether the auditee has complied with laws, regulations, and the provision of the grant agreements that could have a direct and material effect on the program as would be required for a major program, follow-up on prior year findings, and report any current year findings.

Program Specific Audit Reporting Package Checklist (when an audit guide is not available):

### The Auditee Responsibilities

- Financial statements for the federal program that include, at a minimum, a schedule of federal expenditures of federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule.
- Summary schedule of prior audit findings.
- Audit findings follow-up.

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- Corrective action plan.
- The Auditor Responsibilities

- Perform an audit in accordance with GAGAS.
- Obtain an understanding of internal controls and perform tests of internal controls over the federal program.
- Perform procedures to determine that the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on the federal program.
- Follow up on prior audit findings and perform procedures to assess the reasonableness of the summary schedule of prior audit findings.
- Report on audit findings.
- Issue the following reports:
  - (i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is/are presented fairly in all material respects in accordance with the stated accounting policies;
  - (ii) A report on internal control related to the Federal program, which must describe the scope of testing of internal control and the results of the tests;
  - (iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on the Federal program; and
  - (iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program.

In certain instances, a Yellow Book report on compliance and on internal control over financial reporting with appropriate report modifications for a program-specific audit may be required.

#### APPENDIX U

## U-III THE COUNTY'S FUNDING SOURCES

The Delaware County Department of Human Services funds its human services programs primarily by the pass-through of funding received from the Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP). Auditors of subrecipient organizations should become familiar with the DHS Single Audit Supplement, Pennsylvania Code Title 55, the Bureau of Drug and Alcohol Fiscal Manual and the Pennsylvania Department of Health Audit Requirements.

### A. Pennsylvania Department of Human Services (DHS) Audit Guidelines

***DHS requires the County to be responsible for ensuring that its subrecipients/ subcontractors are audited in accordance with the Yellow Book and, when appropriate, with the Single Audit Act and the Uniform Guidance. The County manages its subrecipient organization audits by contract.***

A Single Audit or program-specific audit in accordance with the Uniform Guidance is acceptable from any entity required to have one. However, the County may require an audit in accordance with Generally Accepted Government Auditing Standards even when expenditures do not exceed the Single Audit threshold.

DHS issues an Administrative Bulletin annually for the purpose of updating and releasing its Single Audit Supplement. Independent auditors of programs funded via DHS either directly or as pass-through funds are responsible for reviewing and implementing the procedures contained in the Single Audit Supplement. Accordingly, the County herewith passes down all applicable sections of the DHS Single Audit Supplement to its subrecipients who receive DHS funds passed through the County. DHS includes the Single Audit Supplement on the DHS website:

<http://www.dhs.state.pa.us/publications/index.htm>

The Single Audit Supplement contains Common Requirements representing compliance requirements applicable to all programs funded through DHS. It also provides compliance requirements specific to DHS funded programs. It specifies certain suggested audit procedures that are applicable to subrecipients of service. The Single Audit Supplement is not intended to supersede federal or Commonwealth of Pennsylvania policy, nor is it intended to serve as an all-inclusive audit manual or to supplant the auditor's judgment concerning the audit work required. The DHS Audit Supplement also follows the Uniform Guidance regarding the determination of major programs. Activities are governed by PA Code Regulations: Title 55.

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The Bureau of Financial Operations plans, organizes, directs, and controls financial support within the Pennsylvania Department of Human Services. These activities include the resolution of audits, providing technical support on county and subrecipient human services programs and conducting performance audits and reviews of DHS-funded programs. BFO's Audit Resolution Section manages and reviews DHS's subrecipient audits from counties and non-profit agencies and these audits can become the basis for any audit adjustments to the contracts and grants.

## **B. Pennsylvania Department of Drug and Alcohol Audit Guidelines**

The Pennsylvania Department of Drug and Alcohol was formerly administered under the Department of Health. In 2012, it became a department in its own right.

The audit requirements for DDAP funded contracts are incorporated by reference to its funding requirements. DDAP's audit requirements were last revised in July 2015. The Department has also published a Fiscal Manual, which covers the period July 2015 through June 2020.

DDAP subscribes to the federally mandated audit requirements for contracts that are federally funded. Accordingly, if total federal awards of \$750,000 or more received either directly from the federal government or indirectly from a recipient of federal funds are expended during the organization's fiscal year, an audit in accordance with the provisions of the Uniform Guidance is required. This requirement is stipulated regardless of the amount of state funds expended.

DDAP mandates performance of a financial audit made in accordance with the provisions of GAGAS for any contract if less than \$750,000 of federal funds but more than \$500,000 of state funds are expended during the state fiscal year (July 1 - June 30).

Unless stated otherwise in the contract, DDAP does not require an audit if:

- The organization expends less than \$500,000 of state funds under the contract during the state fiscal year and expends less than \$750,000 in federal awards received from all sources during its fiscal year; or
- All contract funds are received on a strictly fee-for-service basis.

Even if the recipient organization is not required to have an audit performed, it is required to maintain auditable records of federal, state, and county awards and expenditures and to provide access to its records by federal, state, and county agencies or their designees.

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**SUPPLEMENTARY FINANCIAL SCHEDULES  
AND AGREED-UPON PROCEDURES REPORT**

Whenever Delaware County Human Services awards are passed down to subrecipient organizations, the recipient organizations are required to submit supplementary financial schedules to the County. The supplemental financial schedules should be considered an integral part of the subrecipient's audit package. The supplemental financial schedule required under Appendix U Exhibit A identifies all revenue support received by the subrecipient organization from Delaware County Human Services and reconciles that information to the total of all revenue reported by the subrecipient organization in its audited financial statements for that period. This schedule is to be accompanied by an auditor's report on additional information accompanying the basic financial statements.

An illustrative presentation of the format of the supplementary financial schedule report on additional information is presented below.

**A. Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A)**

EXAMPLE – Report on Reconciliation of Support Received

**INDEPENDENT AUDITOR'S REPORT  
ON ADDITIONAL INFORMATION**

To \_\_\_\_\_

We have audited the financial statements of \_\_\_\_\_ as of and for the year ended June 30, \_\_\_\_, and have issued our report thereon dated \_\_\_\_\_, which contained (an unqualified opinion) on those financial statements. Our report was performed for the purpose of forming an opinion on the financial statements as a whole. The Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A) is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Auditor's Signature

Date of report on the basic financial statements.

APPENDIX U

(NAME OF SUBRECIPIENT ORGANIZATION)  
RECONCILIATION OF SUPPORT RECEIVED FROM  
DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
YEAR ENDED JUNE 30, \_\_\_\_\_

Revenue recognized as support received from Delaware County  
(indicate by Delaware County Program):

	<u>Federal</u>	<u>State and Local</u>	<u>Other</u>	<u>Total</u>
Mental Health	_____	_____	_____	_____
Intellectual and Developmental Disabilities	_____	_____	_____	_____
Early Intervention	_____	_____	_____	_____
Drug and Alcohol	_____	_____	_____	_____
Adult and Family Services	_____	_____	_____	_____
Children & Youth Services	_____	_____	_____	_____
Juvenile Probation	_____	_____	_____	_____
 Total	_____	_____	_____	_____
 Other revenue recognized	_____	_____	_____	_____
 Total revenue recognized	_____	_____	_____	_____

Note: Total revenue should be reconcilable to the audited financial statements of the subrecipient organization.

NOTIFICATION OF SINGLE AUDIT STATUS

This is to certify that \_\_\_\_\_ (subrecipient organization) is subject to compliance with the item marked below for the Fiscal Year Ending \_\_\_\_\_ (Last Day of Entity Fiscal Year):

- Four checkbox options regarding federal financial assistance reporting requirements, including single federal program audits and exemptions for for-profit organizations.

We understand that a copy of the applicable report must be submitted by the required deadline to:

Human Services Accountant
Delaware County Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, PA 19082

We further understand that our failure to submit any applicable report(s) by the required deadline may result in the suspension of payments or prevent the award of future grants.

Signature of Authorized Official

Date

Title of Authorized Official



**AUDIT STATUS NOTIFICATION LETTER**  
(Required for Subrecipient Organizations claiming exemption from audit submission requirements)

Please complete the following information, sign after the statement below, and fax it to 610-713-2326. The form is due to the Delaware County Department of Human Services within nine months after the end of the subrecipient organization's fiscal year.

Subrecipient Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Fiscal Year Ended (month/date/year): \_\_\_\_\_

Agency Contact Person (Name, Title, Phone #): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the Subrecipient Organization identified above expended less than \$750,000 in federal awards from all funding sources for the fiscal year ended \_\_\_\_\_ or is a for-profit organization. I also certify that (**CHECK ONE**):

- The Subrecipient organization's financial statement audit did not include any disclosures related to current or prior years that could negatively impact Delaware County-funded programs (including, but not limited to, fraud, going concern uncertainties, financial statement misstatements and violations of contract and grant provisions), or
- A financial statement audit has not been conducted for the above-mentioned fiscal year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title  
(Financial Director or Designee)

\_\_\_\_\_  
Date

DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
SUBRECIPIENT REQUEST FOR EXTENSION  
RELATED TO SUBMISSION OF AUDITED FINANCIAL STATEMENTS

Subrecipient  
Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fiscal Year Ended: \_\_\_\_\_

Name of Subrecipient Organization Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Subrecipient requests an extension of the due date for report submission  
until \_\_\_\_\_.

Explanation and Justification:

\_\_\_\_\_  
Signature and Title Date

Submit this request by mail, or fax to:

Mail: Delaware County Department of Human Services  
Attention: Human Services Accountant  
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FOR USE BY DELAWARE COUNTY

\_\_\_\_ Request Approved  
\_\_\_\_ Request Not Approved  
By: \_\_\_\_\_  
Delaware County Department of Human Services Date



#### Program Description – non CUA

*People R Us* is a 24 hour community residential treatment program for male and female adolescents, involved in child welfare services, with a primary health disorder. Our program provides trauma-informed care (TIC) in a short-term living home for adolescents recovering from mental health disorders, inappropriate social behaviors, delinquency, tendencies to run away and nonviolent offenses. We are a licensed Child Residential and Day Treatment Facility through Children and Youth Services, Department of Public Welfare (55 Pa. Code Chapter 3800).

We provide safety, protection, and support to (14) fourteen adolescents, male and female, between 13 and 21 years of age, who need protective custody as stipulated through Child Welfare Services or Juvenile Probation. Our network of small community home settings consist of a home for (10) at 629 Diamond Street., and a Delaware County home for (4) at 1005 McDowell Avenue, Chester, PA (Chester Site). We house 10 at our Diamond Street location and 4 at our Chester Location.

Our Shared Residence Facility at 639 Diamond Street is specifically designed to serve youth ages 17 to 24, and the focus is “stepping our youth up” to prepare them for Independent Living. The population we will serve are marginalized youth stepping down from Residential Treatment Facilities; LGBTQ community and those who have been involved in Sex-Trafficking or trades. For a more detailed description of this program, see Appendix A.

Through the use of Department of Children and Youth identified resources, established community partnerships, and other trauma-informed care (TIC) interventions, specifically Trauma-Focused Cognitive Behavioral Therapy and Restorative Conferencing, *People R Us* is fully committed to actively collaborating with other system professionals to achieve permanency goals, specifically that more youth are safely maintained in their own homes and communities; more youth achieve timely reunification; there is a reduction in the use of congregate care; and youth and family functioning improve. The facility will be staffed with 10 Residential Mentors, a Therapist and Life Coach, and follow our existing reporting structure.

Our program is delivered using an integrated model of community/other agency partnerships for social services, and our internal staff. Our internal staff of Residential Mentors (14 FTE) are responsible for the daily supervision of our residents. Our Residential Mentors report to our Residential Supervisors (2 FTE), who are responsible for overseeing the Residential Staff, which is comprised of Residential Mentors (14 FTE), Security (2.0), Driver (1.5 FTE). The Residential Staff for both sites are managed by the Residential Supervisors, who report to the Program Director (1 FTE). Our Site Coordinator is responsible for the overall operation of our sites. Our Life Coach also reports to the Program Director and are responsible for helping/encouraging our residents identify and achieve life goals. The Program Director reports to the Executive Director.

Our case manager (s) (1.0 FTE) is responsible for providing on-going direct service support to assigned clients to ensure the development and implementation of comprehensive delivery plans

based on team assessments of client's needs. Case manager duties include assessing, planning, implementing, monitoring and evaluating actions required to meet the client's health and human services needed.

Our operational staff consists of Facility Maintenance (1), Cook (1.5), Finances (bookkeeper (1.0)), administration (Admin. Assistant/Intake (1.5)) and Human Resource/Quality Assurance (1). The operational staff is responsible for both sites and report to the Executive Director.

Our placement niche is that we assist PA Counties with placing their most challenging children and youth, including LGBTQ youth, emergency placements, clinically fragile youth, and older youth who are close to aging out of foster care.

Through a continuum of services in education, life skills, mentoring, and mental health, People R Us proven record of positive outcomes that has promoted unity for individuals and families. Over the past 4 years has demonstrated great success in utilizing a continuum of competent programming that ensures the safety and protection of all children including Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) youth and affirms diverse sexual orientations and identities. Transgender and gender non-conforming youth will be safely housed in a way that affirms the youth's gender expression, based on how they identify themselves.

Our intensive residential program is designed for the mental health adolescent population who have been diagnosed with DSM-IV-TR Axis I disorders, including but not limited to: Oppositional Defiant Disorder; Conduct Disorder; Anxiety Disorders; Mood Disorders; and Post Traumatic Stress Disorder. We provide meals, tutoring, transportation, life and career counseling. We have a security guard on each shift.

Social Services are provided by our partners/community organizations.

We use evidence based cognitive-behavior approaches for the adolescents who need to learn how to cope with the stresses of family, school, and the community at large.

Our referrals will come from the Philadelphia and surrounding counties. An intake interview will be conducted over the phone prior to admission or consideration.

#### Agency & Staffing Qualifications

*People R Us* provides a safe, nurturing environment to reduce flight risk. In addition to the training already required, *PEOPLE R US* staff is trained to understand youth and family engagement, trauma, crisis management and intervention, de-escalation, and suicide prevention and intervention. *People R Us* utilizes evidence-based approaches in these areas, with oversight from MSW level supervisors and directors. *PEOPLE R US* staff attends monthly training refreshers, equaling 40 training hours annually. *People R Us* will follow the staffing requirements set forth in the Pennsylvania Code, Title 55. Public Welfare, Chapter 3800 Child Residential & Day Treatment Facilities.

The maximum workload for *People R Us* staff members working directly with youth must be no more than eight (8) youth per worker when youth are awake and no more than ten (10) youth per worker when youth are asleep. The Ratios for case managers or therapists who provide case

oversight, coordination of services, and are available to provide individual and group counseling and family work as needed must be 1:10 youth and their families.

PEOPLE R US will adhere to PA State Regulations when determining appropriateness of staff for open positions. Child abuse and criminal history checks are required for each employee.

Clinical/Therapeutic Approach:

Our Therapist (s) have Master's Degrees and are licensed, experienced professionals. People R'Us has a complete team of experienced and exceptional Program Staff. Our Therapeutic staff consists of Licensed Therapists (1.0 FTE).

Our therapeutic staff is responsible for trauma informed care (TIC) that supports the continuum of care of our residents by providing individual, group and family therapy, crisis intervention as needed and educating participants and their caregivers about their specific mental health diagnosis and needs.

We use evidence based cognitive-behavior approaches for the adolescents who need to learn how to cope with the stresses of family, school, and the community at large. Our cognitive behavioral therapy is delivered by an external provider, however, techniques are integrated and used to facilitate residential meetings, such as circles and other facilitation techniques.

Medical/Dental/Vision:

All medical, dental, vision or any other healthcare need will be provided by community professional providers. Referrals will be completed and charts noted to what provider the resident was referred too, as well as appointment dates, etc.

Program Objectives:

The program objectives are to provide trauma-informed and culturally competent placement resources via the trained staff of our facility. We will also serve as an important link between the youth and their legal family or other reunification resource. It is important that all youth return to an appropriate and safe family setting once they have achieved their treatment goals.

Anticipated outcomes for our services are:

- To provide children and youth with behavioral health treatment, protection, care, and a nurturing environment with fully trained behavioral health staff.
- *To help identify youth and family strengths, as well as challenges and supports* needed, so that County court staff can integrate these into goals and objectives as set forth in the child's permanency or family plan.
- To help inform behavioral health and other service delivery planning so that appropriate resources for care are in place prior to discharge and can be noted as goals, objectives or action steps on the Individual Service Plan (ISP).
- To provide opportunities to strengthen and develop youth assets.
- To promote social competency skills, and pro-social coping behaviors and decision- making.
- To ensure that youth are available for assigned court related appearances.

- To provide facilitation and intervention to improve family relationships, including with identified kin or other resource family or permanency resource.
- To collaborate with the County and/or other team members in planning the transition into the next level of care - which will be family reunification when possible.
- To ensure medical and dental services are provided as needed.
- To provide support, including access to resources, to achieve academic and/or vocational goals.

People R'Us is proud to be a program that aims for reintroduction into the community by working with our youth from a holistic model. We feel strongly that our youth can best heal and thrive as part of a community, rather than as isolated "behavioral issues".

We use Strategic Family Therapy as a treatment model, for a practical, solutions-based approach to helping families transition to reunification. We are also expanding our overall engagement efforts with our youth's identified permanency network. All court-approved individuals will be invited for visits, dinner, and outings throughout the year and encouraged to drop by and spend time with our youth as often as possible. Families are not always determined by biology, so we're always helping our youth to develop prosocial relationships with members of their home communities. When necessary, we provide clinical and social facilitation to ensure success.

While we stand by our commitment to reintegrating our youth back into their communities, we also understand that everyone is unique. We therefore tailor our treatment planning to suit each resident's individual service plan and preference for goal setting.

Upon admission, each youth is offered a comprehensive biopsychosocial assessment which, with the counties-provided single case plan, is used to formulate our clinical profile. We also administer an adolescent health inventory, the DSM-5 Self-Rated Level 1 Cross-Cutting Symptom Measure, Child Age 11 to 17 and the LEVEL 2, Substance Use, Child Age 11 to 17 (Adapted from the NIDA-Modified ASSIST). The information gleaned from our assessments, the adolescent's self-report, and the collateral information from the placing agency helps to determine initial treatment recommendations. Following the assessment phase, each youth is assigned a Master's Level licensed therapist to take over their therapeutic care.

A comprehensive initial treatment plan is formulated with the youth by the assigned therapist and this understanding of presenting problems, treatment goals and action steps guide individual therapy. A concise monthly update of the treatment plan is developed and shared with the CUA case manager and child advocacy staff assigned to the youth.

We make great efforts to conduct weekly individual sessions with each youth that work toward the goals of the treatment plan. Although treatment is individualized for each resident, given that the presenting often include depression, anxiety, disruptive behavior disorders, substance use, and significant trauma histories, our therapists draw from Cognitive Behavioral approaches, such as psycho-education about depression, anxiety, trauma and the interaction between thoughts, feelings and behaviors and behavioral contracting. We often provide verbal and written exercises to help youth engage in cognitive restructuring, affect regulation through self statements and behavioral coping strategies, such as deep breathing or grounding techniques. We draw from evidence-based strategies, such as Dialectical Behavioral Therapy, Trauma Focused Cognitive

Behavior therapy, Beck's cognitive approach to depression, the Adolescents with Depression model, Motivational Interviewing, and Aggression Replacement Therapy techniques. Therapists engage in weekly clinical supervision and all youth are staffed at least once a month during "Flow of Services" meetings at which therapists present a behavioral summary of the youth while at PRU and progress toward treatment goals. Feedback obtained from these staffing sessions is used along with youth input to inform next steps for treatment.

In addition, youth in our program are provided with weekly in-house Casey based life skills sessions, and drug and alcohol prevention and intervention services through local organizations. Many participate in the Achieving Independence Life Skills program in North Philadelphia.

#### Therapeutic Milieu:

Our program provides a collaborative, holistic, strengths based and trauma-focused program through: 1) Our individual clinical therapy approach based on a Cognitive Behavioral Therapeutic Approach (CBT) and incorporates components of Dialectical Behavior Therapy (DBT), and trauma focused approaches as well as 2) Family therapy models which aim to improve parenting skills for monitoring and managing adolescent behavior more effectively and to restructure family relationships so that parents' and adolescent's needs are met in more constructive ways. This combination of models together creates a therapeutic and supportive context for each adolescent and his family/caretaker.

Adolescents referred to our program will be encouraged to partner with their individually assigned therapist to recover from traumatic stress and develop healthy beliefs and alternative behaviors to oppositionality and aggression. Invested family members and other supportive adults will be supported and encouraged to collaborate with family therapists and the People R'Us staff to work cooperatively toward the recovery of the adolescents. We will promote healing through validation of their unique experiences, recognition of their strengths and resilience, positive reinforcement of new healthy and functional behaviors and a peer culture which creates a sense of belonging and safety. Those delinquent youth who received family therapy and whose parents received parenting skills spent less time in institutional settings according to a meta analysis of eight randomized controlled trials.

Our family therapy approach will incorporate those functions of family work that were demonstrated to be most efficacious when working with adolescents who exhibit conduct disordered and delinquent behaviors; that is, providing family therapy to improve functioning between members and provide parenting skills that improve parent's skills to help their child successfully manage their impulses and behaviors. MDT Family Therapy has been effective in reducing family disharmony in case studies and has been shown to be efficacious as compared to treatment as usual (TAU) in treating families with a variety of problem behaviors and in reducing and maintaining treatment effects through two years of tracking recidivism rates. MDT has been shown to effect positive change (decreased Conduct Disorder symptoms, improved coping skills, recidivism rate under 7%) in 20 "real world" studies. Parents will learn behavioral management techniques and authoritative parenting skills.

#### Assessment Following Admission:

Initial and ongoing assessment and discharge planning is integral to our program approach. The initial intake will take place, prior to the adolescent being accepted into the program, we will establish reason for referral, familial and organizational supports for the adolescents, and the strengths and protective factors as well as risk factors and presenting issues.

Health is best understood in terms of a combination of biological, psychological and social factors. We will use our bio-psychosocial assessment to develop a holistic evaluation of each adolescent. The bio-psychosocial paradigm also considers the “mind-body connection” which is a central therapeutic component of MDT. This in-depth assessment will be informed by the referral agency, family/caretakers, and the adolescent, clearly describes a historic profile of the adolescent and his family/caretaker, and enables the therapist to begin to develop an individualized treatment plan Appendix A.

*Health Assessment:*

People R’Us will administer a health and safety assessment to each incoming adolescent within 24 hours of the adolescent’s admission to the program. This examination will be thorough and will meet all requirements of the applicable laws and regulations (Legal and Regulatory References: 55 Pa. Code §3800.14). The complete health and safety assessment will be administered by a qualified practitioner within 15 days of admission, and will include the following elements: medical information about the adolescent, including medications currently being taken, allergies, immunization history, hospitalizations, diagnoses, special dietary requirements, illnesses and injuries, dental, mental or emotional problems; medical information about the adolescent’s family, including family history of medical problems; known or suspected self-injury or suicide attempts or ideation, eating disorders; known incidents of aggressive behavior or violent behavior whether self- or other-directed; substance history; sexual history, and any behavior patterns which may put the adolescent or others at risk. The qualifying practitioner is not a member of the PRUS staff.

Access to medical care, both preventive and emergency, is addressed in policy and procedure. Healthy living practices are modeled, taught and encouraged to include basic hygiene, effective hand-washing, wholesome nutrition, daily exercise and avoidance of drugs, alcohol and tobacco products.

Any health care recommendations that need immediate attention will be responded to according to time frame of the care provider. Any procedures which need to be deferred will be documented with a written plan for actions to be taken.

We will encourage the adolescents to use basic hygiene skills daily, by earning points through our behavioral contingency reward system. Healthy living, including: nutrition, exercise and recreation will be included in their daily schedule.

*Elements of the Treatment and the Service Planning Process:*

The Treatment and Service Planning Process for each adolescent will begin the moment the decision is made to accept them into the facility. This treatment plan will consider prior treatments the adolescent has undergone, their background which has brought them to our attention, and be inclusive of the family/caretaker. We will also consider if there are other positive people in the adolescent’s life which they would like to have included in their treatment, as these people are needed for their success in treatment.

Through collaboration with the adolescent, their family/caretaker, the therapist (our clinical/therapeutic team); the ISP will progress and develop appropriate. Each plan will be tailored around MDT and CBT with the strongest aspects being used for each individual adolescent as required.



Comprehensive treatment plans for program residential participants will be prepared by the assigned therapist in collaboration with the adolescent and his family/caretaker. This plan will then be reviewed and approved by the Program Director and psychiatrist (contracted) within 7 days of intake and updated every 10 therapy sessions or every 90 days (whichever is first). Treatment plans for those undergoing involuntary treatment will be written by a mental health team, headed by a Board-Certified Psychologist and a review shall be conducted every 10 days.

All treatment plans will be based upon a DSM IV-TR diagnosis followed by adolescent strengths, barriers, protective factors and recovery capital. Behavioral description of the problem, including the adolescent's own words, will be followed by long-term and short-term outcome goals to address each problem. A plan of action that includes the modality of treatment, the persons involved in each action step, and the proposed duration will be specified to address each outcome goal. A treatment program will include: individual therapy; family and group therapy; a crisis plan; and medication or other medical protocol (if required). Information on assessment and resulting goals for vocational and educational planning will be included. The discharge criteria will be formulated in the initial treatment plan.

#### Individual Therapy:

Each adolescent will meet for individual therapy session weekly with his assigned Master's level therapist. A Masters level family therapist will coordinate weekly family therapy sessions with involved family members/caretakers and the adolescent.

Another modality will include: Trauma Focused Cognitive Behavior Therapy (TF-CBT) or Narrative Exposure Therapy (NET) when an adolescent presents with clear unresolved traumatic events. In these cases, the adolescent will work with an additional consulting therapist who is trained in TF-CBT and the adolescent and supportive parent (if present) will complete the 12 sessions of this approach while the adolescent continues with individual MDT and other components of the program.

#### Religious Policies and Observances:

PRUS is a secular institution that respects all religions. All workers are asked to be sensitive around resident's religious preferences and any religious observances. Identification of religious restrictions, such as diet are identified at the time of admission. Staff are asked to make appropriate accommodations to address the diverse religions within our community, such as when worship services are conducted to accommodate transportation and other needs required based on a resident's religion.

#### Family/Community Therapy:

We are determined to remove the stigma of pathology from individual and family and work toward promoting the resilience and strengths of the family. Family engagement, the family's role in planning and their support of the adolescents are critical to healing and the development of healthy family functioning. We embrace a broad conceptualization of family so that at least one source of external family support acceptable to the adolescents will be included in the family therapy component of our program.

Weekly family therapy sessions will be conducted by the program's family therapist. Alternately, family therapy sessions will be offered via telephone when families/caretakers are unable to attend regularly scheduled in person sessions. We will ensure the family members/caretakers

participation during the treatment process for the adolescents by offering transportation to and from meetings and therapy sessions.

To avoid the tendency to stigmatize the adolescent as the individual that is the object of dysfunction, the MDT Family Fear and Belief assessments were created to be implemented as part of MDT treatment for adolescents. The assessments include: The Fear-Family Assessment of 60 items that identifies basic difficulties, anxieties, or fears of the family; The Family Core Belief Assessment which identifies core beliefs of family members that contribute to family difficulties, and The Functionally Based Treatment Development Form which addresses the collective family beliefs and supplies the family a specific methodology to develop and maintain more functional family beliefs. The family therapist collaborates with the families using the approach of Validation, Clarification and Redirection (VCR) to validate the experiences that have contributed to their core beliefs, but also to examine the opposite side that clarifies past and present experiences that challenge dysfunctional beliefs. The adolescents and their therapist and the family member(s)/caretaker(s) and their therapist then work together to validate both the adolescent and family member's/caretaker's beliefs, to clarify the possibilities of different beliefs that lead to healthier behaviors and functional family dynamics.

#### Group Therapies:

Group therapy sessions will be conducted daily and promote topics like Social Skill Development, Developing Positive Relationships with Peers and Family, Anxiety Management, Conflict Resolution, Anger Management, and Self-Awareness. Adolescents will also be extended the invitation to attend groups that address substance and sexual abuse. In the event these specialized groups are not offered on site, People R'Us will decide for adolescents to attend those sessions at another location.

Other group approaches including mental health psycho-education, social competence skill building approaches, mentoring, life skills building groups, and team-building community groups will add to the therapeutic milieu. Individual progress made towards group goals will be tracked as it is a part of therapeutic intervention.

Daily recreational and cultural experiences will work toward the adolescent's integration into the community. Our adolescents can benefit from community resources that support recovery and fulfill their potential to be in their own community as healthy and contributing members once they successfully complete their program. Weekend activities of recreation, vocational education, cultural experiences, community service and mentoring are systematically planned. Please see daily and weekend schedules in Appendix B.

#### Education:

For adolescents who can attend local public schooling while in our care, they will be escorted to and from their local school by our residential staff members. We will also provide them with tokens and trans-passes to help with the transportation to and from their local schools in case of local enrollment. Travel training is encouraged through life skills development activities.

People R Us provides educational support systems that can meet their needs. People R Us will connect the youth with local area schools and home-based/cyber education (if necessary) through Reach Cyber Charter School. PRU intends to provide each youth with a staff educational coach to assist and support the youth in achieving daily educational goals and complete their assignments. The educational coach will also connect the youth to People R Us computer education staff to assist with computer literacy.

#### Visitation:

A list of family members must be provided by the family/caretaker in advance in order that all will receive the proper approval. Each adolescent is allowed a maximum of four visitors, whom are expected to follow the guidelines of our sober living and non-smoking environment, meaning they are not allowed to bring the following with them to the facility to give to the adolescent: clothing, cigarettes, money, alcohol, or drugs.

All visitors and family members/caretakers are required to check any of the following with the People R'Us staff or leave these items in their vehicle, as they are not allowed beyond the administration office:

- Personal belongings: pocketbooks, bags, backpacks
- Cameras and/or camera equipped cell phones
- Food and beverages

#### Therapeutic Leaves:

Therapeutic leaves are provided in the form of community passes, day passes and home passes. A modified safety plan should include prior precipitants of crisis, alternatives to inpatient treatment, communication among treatment teams, debriefing, and assessment of intervention outcomes.

#### *Skill Building Opportunities:*

The adolescents will have many opportunities to build upon the skills they have learned at our facility. Within the local community and neighborhood, we will teach the adolescents how to use the public transportation/bus system.

We will incorporate trips to the local facilities such as, but not limited to: local library branches; The Salvation Army Ray & Joan Kroc Corps Community Center; movies, recreational centers such as roller-skating rinks, Dave and Buster's, and laser tag. We provide van transportation to and from each venue.

#### Opportunities for Community Participation:

People R Us believes that working with the adolescents from the facility and the community is educational and exposes the adolescents to culture and teaches them how working with the community can be helpful and even beneficial to them. If they care about their community and take part in the community, they will show how they care about themselves as well.

People R Us is partnering with different entities in the community where the adolescents from the facility will volunteer, work on community projects, and have job employment opportunities. Shop Rite will provide the adolescents from the facility with the proper horticultural training to enable them to help in the community garden, and they will teach them the pricing of items being used in the garden and decision making for the plants to be planted. Shop Rite has also promised jobs to the adolescents, from the facility, who qualifies for the available position(s); this is to include jobs to individuals with Special Education needs.

The adolescents of People R'Us, using the skills and tools they have learned while working closely with the community, will be able to return to their home communities and feel a sense of pride and hopefully they will continue what they have learned with us in their own home communities.

#### Restrictive Procedures:

We aim to maintain a safe environment for staff, adolescents, and visitors always and have developed The People R'Us policy for restrictive procedures in accordance with this goal and in accordance with state and federal regulations.

Restrictive procedures will only be used to prevent and adolescent from hurting himself or others.

The only restrictive procedures permitted to be used are:

- Manual Restraint that follows

We explicitly prohibit the use of these Restrictive Procedures:

- Chemical Restraints
- Mechanical Restraints
- Seclusion
- Aversive Conditioning- the use of startling, painful, or noxious stimuli
- Pressure point techniques, except for the purpose of bite release
- Prone position manual restraint

Restrictive Procedures will not to be used as a method of punishment, coercion, or as a convenience for staff.

#### Behavioral Contingency Management System

People R Us provides a safe environment; trauma-informed approach to care that does not utilize a "level" or "point" system, access to timely medical and mental health services, educational programming, and physical/recreational activities. Rules-Safety Expectations (cooperation). Values respect of others (and self). When interacting with clients, staff will ACKNOWLEDGE GOOD BEHAVIOR through positive reinforcement, giving frequent praise (empathically), rewards (use of rec. room, TV, games, outside activities), focus on solutions rather than blaming when processing with clients, ignore-mild negative attention seeking behaviors, be consistent, and use contracts for managing behaviors. In individual counseling, cognitive-behavioral therapy will be used to help clients use positive thinking and goal setting in order to motivate them to make positive changes in their lives.

#### Components of Family Involvement:

It is the mission of People R'Us to effectively reintegrate adolescents back into their family units. Adolescent families/caretakers will be given every opportunity to participate in the treatment process. Treatment goals should be reviewed monthly to ensure they reflect the family's goals. As a result, provider creativity and flexibility are ongoing. We will utilize Skype video conferencing, and email whenever possible to enhance communication between

families/caretakers and the entire treatment team. It is the Therapist's responsibility to make every effort to reschedule canceled appointments. It is required that all communication efforts and the lack of be documented. Moreover, family/caretaker involvement will be encouraged.

#### Additional Family Intervention:

When the adolescent has been accepted as a referral to People R'Us, the family/caretaker will be invited to the facility for the first meeting and orientation. During this orientation, the family/caretaker and adolescent will be informed of the nature of treatment being prescribed by the clinical/therapeutic staff, whether medication is needed or not, and the nature of the family/caretaker involvement in the treatment process and how important it is in the adolescent achieving their goals.

When the adolescent arrives at People R'Us, we will orient the adolescent and the family/caretaker to: the facility point system; the community model that we use; the individual and family therapy approach; and weekly schedule. This reward system has been developed adapting a point system from the Multidimensional Foster Care Program.

A Ph.D. forensic psychologist will administer the Comprehensive Bio-psychosocial Evaluation through a contracted relationship. A consulting Board Certified adolescent psychiatrist will be responsible for the psychiatric evaluation at admission and two week and/or monthly medical checks and/or mental status exams, prior to therapeutic leaves and at discharge. The psychiatrist will be available for clinically indicated evaluations and case consultations with the clinical/therapeutic staff as needed. The psychologist and psychiatrist are not part of People R'Us staff,

Parents will be encouraged to attend bi-monthly parent support group meetings. Mutual support, psycho education, and parent management skills will be offered in this group format. Additional topics that support group members' requests will be provided.

Each family/caretaker is expected by us to participate in weekly family therapy sessions. If they are unable to get to our facility on their own, we will provide transportation for them or even provide the session in home, over the phone or via Skype to ensure that the treatment process continues to move forward. We will even meet at a mutually chosen location to facilitate the family therapy session. If at any time the family/caretaker is unable to attend a family therapy session, we will document this in the adolescent's file, noting the attempts to accommodate the family/caretaker.

We will encourage families/caretakers to participate in key decisions regarding the adolescent's care, including haircuts, activities and school needs. People R'Us will notify the family/caretaker of any changes in the adolescent's schedule or condition, and we will obtain permission from the family/caretaker for activities that are not in the normal daily routine.

#### Discharge and Return to the Community Planning:

Discharge planning begins at admission. The primary discharge plan would be to return those who have successfully completed the program to return to their respective homes within three months. We will ensure that the adolescent has a safe and supportive home situation, help with applying for medical and financial assistance, a smooth educational or vocational transition, Primary Medical Care and access to any necessary medication established in his home community, connections with recreational and social support systems.

People R'Us will follow clear procedures for the discharge of adolescents, or their transfer to another program, including involuntary discharge and voluntary discontinuance of treatment as well as discharge of adolescents who successfully complete the program. These procedures, and their documentation, help to ensure that subsequent providers have the information they need to treat the adolescent.

Discharge is considered as a satisfactory completion when an adolescent has stayed the prescribed period and met most of the goals of the Individual Service Plan (ISP).

It is possible to have an "unsatisfactory completion" when an adolescent stays the prescribed period but did not complete treatment plans or attain the objectives of the ISP. In this case, People R'Us may issue a "Certificate of Attendance" showing the dates that the adolescent was in residence.

A "non-completion" is given to an adolescent who did not stay the prescribed period; left against staff/medical advice; departed for therapeutic reasons, i.e. clinical/therapeutic team decision to discharge with objectives to be completed before reconsideration is given to re-admit adolescent; and premature departure (left due to legal reasons).

In the case of an adolescent who expresses the intent to leave voluntarily without completing the program, or against medical/facility advice, the Therapist will hold an exit interview which explores the adolescent's reasons for leaving the program and offers such alternatives as may fit the specific situation.

For adolescents that are referred by the courts, discharge or transfer (except involuntary discharge back to the court's jurisdiction) is determined by the length of the court order.

In the case of an administrative/disciplinary discharge, People R'Us will consult with staff in ORR before completing the discharge.

As required by the adolescent's progress toward ISP goals, or as required by other contingencies, adolescents may need to be transferred to another program. The transfer will be documented and followed up in the same manner as discharge.

In case of an involuntary discharge of an adolescent, the adolescent will be notified in writing of the reason and effective date of the involuntary discharge and will be offered the opportunity to request reconsideration of the discharge. An involuntary discharge may occur if the adolescent fails to follow the rules of People R'Us, is AWOL, is violent, etc. Every effort is made by People

R'Us to avoid involuntary discharge. In the case of adolescents, the recommended discharge or transfer will be discussed, in advance, with the youth's parent or legal guardian. In every case, when an adolescent leaves People R'Us, the reasons for leaving will be completely documented by the Therapist; copies of the discharge documentation will be transmitted to the referring agency, and the adolescent's file will be reviewed by the Program Director to ensure that all records are complete. This discharge summary will summarize the adolescent's stay at People R'Us, and must include the following elements:

- The reasons for admission
- The treatments and services offered and utilized
- A summary of the treatment progress, together with an analysis of anticipated problems
- The initial five-axis diagnosis, and a discharge diagnosis, including the adolescent's medical/psychosocial problems
- Medication information, including the contact information of the adolescent's primary care physician
- The adolescent's apparent condition at discharge, including identification of any special needs not discussed elsewhere
- A note confirming that the adolescent has a copy of the discharge plan, including such appointments as may have been scheduled
- The discharge note will be completed within a week of the discharge and will be reviewed and approved (or revised) by the Program Director
- Non-complete and involuntary discharges constitute Reportable Incidents and will be reported within 24 hours according to that protocol.

In the case of the transfer of an adolescent to an inpatient facility, the discharge note will also document that a physician order was issued for the transfer, and that the adolescent was informed of the reasons for the transfer. The note will record the adolescent's reaction to the transfer. The note will document the date and time of the transfer, the method of transportation of the adolescent, and specific medications administered to the adolescent within the four hours prior to the transfer. This information must accompany the adolescent to the receiving facility.

Aftercare:

People R'Us will respond to any applicable and appropriate inquiries after discharge. Our volunteer interns will be charged with any appropriate follow-ups, at the direction of the Program Director.

Outcome and Quality Improvement Indicators:

People R'Us has developed a robust QI Program, which continually evaluates the extent to which the organization meets the quality measurements required by the state and counties and MCO. That QI program collects process and outcome statistics as well as reviewing case files for adherence to the published quality standards.

Our record-keeping system maintains detailed information on every adolescent, from the initial pre-admission contact through discharge, with a survey completed within 30

days of discharge. From these records, we can accumulate statistics and indicators on several information items, consistent with privacy regulations. In addition, because these records are maintained for the required 4 years after discharge, we can research closed files as new indicators are developed and develop historic measures. Outcome measures will be associated with demographic characteristics, to evaluate the effectiveness of the program on various age groups, racial/ethnic groups, and the diagnosis of the adolescent. Identifying each outcome measure by demographic characteristics will also sensitize us to any areas in which a cause of a differential outcome might be a failure of cultural competence.

*Process measures will include:*

- Number of parent/family contacts with the program Discharges against medical advice
- Disciplinary actions necessary
- Special accommodations required/supplied

*Outcome measures that will be administered at admission and again prior to discharge will include:*

- Internalizing and externalizing symptoms as measured by the Childhood Behavior Checklist (CBCL) and the Youth Self-Report
- Level of aggression as measured by the State Trait Anger Expression Inventory (STAXI)
- Recovery from trauma as measured by the Fear Assessment

*Other outcome measures will include:*

- Recidivism, if court-referred
- Stability of living situation after discharge
- Regularity of school and/or job attendance after discharge Extent of participation in at-risk behaviors after discharge Extent of community involvement after discharge

We expect that additional measures will be developed in cooperation with the BH-MCO. Treatment fidelity will be monitored through supervision, observation, and documentation of clinical efforts.

Measures of consumer satisfaction, on the part of the adolescent and of the adolescent's family/caretaker, will use simple questionnaires to be administered at each relevant stage of the adolescent's participation in the program, including the intake process and development of an Individualized Service Plan, during treatment, at discharge, and shortly after discharge..

People R<sup>2</sup>Us uses the measures of outcomes and of satisfaction as part of the input to its Continuous Quality Improvement program, which includes both



professional and non professional staff in regular meetings to review quality monitoring.

This plan will then be reviewed and approved by the Program Director and the staff psychiatrist (contracted) within 7 days of intake and updated every 10 therapy sessions or every 90 days (whichever is first). Treatment plans for those undergoing involuntary treatment will be written by a mental health team, headed by a Board-Certified Psychologist and a review shall be conducted every 10 days.

All treatment plans will be based upon a DSM IV-TR diagnosis followed by adolescent strengths, barriers, protective factors and recovery capital. Behavioral description of the problem, including the adolescent's own words, will be followed by long-term and short-term outcome goals to address each problem. A plan of action that includes the modality of treatment, the persons involved in each action step, and the proposed duration will be specified to address each outcome goal. A treatment program will include: individual therapy; family and group therapy; a crisis plan; and medication or other medical protocol (if required). Information on assessment and resulting goals for vocational and educational planning will be included. The discharge criteria will be formulated in the initial treatment plan.

CHILD WELFARE  
CONTRACT  
FISCAL YEAR 2023-2024

DARRIN MOLLETTA  
DBA PEOPLE R US COMMUNITY  
RESIDENTIAL SERVICES, INC.

39 VENDOR:

**CONTRACT #:** CW 121/23

<b>Type of Service</b>	<b>NON ACT 152 Per diem</b>
Residential Group Home	\$295.00

## INVOICING SUBMISSION REQUIREMENTS

Per your preference, invoices may be sent via mail **OR** email as follows:

Invoices submitted via mail to:

Accounts Payable Department  
Department of Human Services Administration  
20 South 69<sup>th</sup> Street, 4<sup>TH</sup> Floor  
Upper Darby, PA 19082

Invoices submitted electronically to:

Delcohsa\_ap@delcohsa.org

***\*NOTE: TO AVOID DUPLICATION DO NOT SEND THE INVOICE IN BOTH FORMATS AND DO NOT COPY OTHER INDIVIDUALS***

### Basic Invoice Requirements

- All invoices must be signed, dated and include a unique invoice number as well as the County Program Office and Program Name
- All invoices must include a coversheet if client specific data is included (See sample attached of both Fee for Service & Cost Reimbursement invoice coversheets)
- All invoices must include detail to support amount due – as per directed / mandated by your Assigned Program / Fiscal County Staff

### Additional Electronic Submission Requirements

- Submit invoices separately, one email for each invoice
- Invoice must be in PDF format only; any other format will be rejected by Accounts Payable
- Email subject line must include your Agency's name, County Program / Program name for which the invoice is being submitted, Invoice #, Invoice Date and Invoice amount

## APPENDIX AA

**((Provider letterhead, address, etc))**

**To: Accounts Payable  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082**

DHS PROGRAM OFFICE: \_\_\_\_\_

PROGRAM NAME: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

INVOICE # \_\_\_\_\_

SERVICE MONTH: \_\_\_\_\_

INVOICE AMOUNT: \$ \_\_\_\_\_

((Signature))  
((Title))

**APPENDIX AA**

**Provider Name / Location**  
**Delaware County DHS Program Office**

**Program Name**  
**Service Month**

**Unique Invoice Reference #**

<b>Service / Level of Care</b>	<b>Total Units</b>	<b>Rate</b>	<b>Total Service / Program Expenses</b>
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
<b>Total Invoice</b>		\$	-

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES HIPAA BUSINESS ASSOCIATE AGREEMENT**

**WHEREAS**, the Delaware County Department of Human Services (Covered Entity) and Provider (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa.C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, 42 C.F.R. §§ 431.301-431,302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with the Agreement and the standards established by applicable laws and agency guidance.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this BAA and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

**NOW, THEREFORE**, Covered Entity and Business Associate agree as follows:

### **1. Definitions.**

- A. "Agreement" shall mean all agreements between the parties pursuant to which Business Associate provides services to the Covered Entity under which it receives PHI from Covered Entity.
- B. "BAA" shall mean this Business Associate Agreement.
- C. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- D. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- E. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA, the HITECH Act and applicable regulations and agency guidance, limited that which relates to or arises from the Agreement..
- G. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.

### **APPENDIX CC**

- H. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH regulations and agency guidance or as otherwise defined in the HITECH Act.
- I. The following terms used in this BAA shall have the meaning given to such terms under HIPAA, the HITECH Act and applicable regulations and agency guidance: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**2. Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement.

**NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.**

**3. BUSINESS ASSOCIATE OBLIGATIONS:**

- A. **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law and agency guidance.
- B. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable Minimum Necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance. Such safeguards shall include, without limitation, a reasonable security risk assessment and mitigation process, pursuant to which it prepares written reports. Business Associate shall provide to Covered Entity a copy of Business Associate's current risk assessment and mitigation report or reports upon request.
- C. **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to HIPAA Compliance Officer at 20 S. 69<sup>th</sup> Street, Upper Darby, PA 19082, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- D. **Reports Of Security Incidents.** In addition to following the breach notification requirements in section 13402 of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to HIPAA Compliance Officer at 20 S. 69<sup>th</sup> Street, Upper Darby, PA 19082, within two (2) days of discovery any Security Incident of which it becomes aware.
- E. **Breach Notification and Indemnification.** Upon the occurrence of any incident requiring notice under Subsection 3.C or 3.D of this BAA, Business Associate shall perform a risk assessment as contemplated by the HIPAA rules and guidance to determine whether the incident resulted in a Breach of Unsecured PHI. Business Associate shall include in the any notice provided to Covered Entity under Subsection

**APPENDIX CC**

3.C or 3.D of this BAA (i) a summary of such risk assessment and (ii) Business Associate's conclusions with respect thereto sufficient for Covered Entity to determine whether a Breach of Unsecured PHI has occurred and to provide notification to such individuals pursuant to the Breach Notification Rule. Business Associate shall provide Covered Entity with any additional information regarding such incident reasonably requested by Covered Entity to comply with the HIPAA Rules. Covered Entity may elect, at its own discretion, to provide or direct Business Associate to provide the notification to individuals. Within five (5) days after receipt of written notice from Covered Entity, Business Associate shall, at its own cost, provide the notification of a Breach of Unsecured PHI to individuals as required by the Breach Notification Rule and applicable guidance thereunder. In advance of providing such notification, Business Associate shall provide a copy of the proposed notification or notifications to be provided to the individuals and incorporate any reasonable changes thereto requested by Covered Entity. Business Associate shall further comply with all applicable federal and state breach notification requirements. Business Associate shall indemnify the Covered Entity for costs (including, without limitation, costs related to individual notification and reasonable attorneys' fees) associated with any Security Incident or incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under federal or state law and agency guidance which Security Incident or other incident (i) arises from any act or omission of Business Associate or any Subcontractor; or (ii) occurs with respect to any PHI while in the possession, custody or control of Business Associate or any Subcontractor.

- F. **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any Subcontractors or agents, Business Associate shall provide only the Minimum Necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the Subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this BAA.
- G. **Right Of Access To PHI.** At no cost to Covered Entity, Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and provide to him or her a copy of that individual's PHI within ten (10) business days of receiving a written request from the Covered Entity or the individual. Business Associate shall provide PHI to the extent and in the manner required by 45 C.F.R. §164.524 and other applicable federal and state law and agency guidance. If Business Associate maintains an electronic health record, Business Associate must provide the PHI in electronic format if requested. If any individual requests from Business Associate or its agents or Subcontractors access to PHI. Business Associate shall notify Covered Entity of same no less than five (5) days in advance of allowing such individual access to such designated record set. Business Associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.
- H. **Amendment And Incorporation Of Amendments.** At no cost to Covered Entity, within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If any individual requests an amendment from Business Associate or its agents or Subcontractors, Business Associate shall notify

#### APPENDIX CC



Covered Entity no less than five (5) days in advance of responding to incorporating any requested amendment or otherwise responding to such request. .

- I. **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures. Business Associate shall notify Covered Entity of any such request it receives directly from an Individual no less than five (5) days in advance of providing such accounting to the individual.
- J. **Requests For Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.
- K. **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee and/or Covered Entity for purposes of determining compliance with applicable laws and agency guidance.
- L. **Return Or Destruction Of PHI.** At termination of this BAA, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. Upon termination of this BAA, Business Associate shall notify Covered Entity in writing regarding its plans for post-termination treatment of PHI, including without limitation return, destruction or ongoing maintenance of all PHI. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- M. **Maintenance Of PHI.** Notwithstanding Section 3.L of this BAA, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of the BAA and shall continue to maintain the information required under the various documentation requirements of this BAA (such as those in §3(h)) for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- N. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the Privacy Rule, as amended. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or applicable laws and agency guidance.

#### APPENDIX CC

- O. **Term.** The Term of this Agreement shall be effective on the date of execution of the Agreement, and shall terminate on the date of termination of the Agreement between the or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- P. **Termination for Cause.** Notwithstanding any other provision of this BAA or the Agreement to the contrary, Covered Entity shall have the right to terminate this BAA and the Agreement if covered entity determines Business Associate has violated a material term of this BAA and Business Associate has failed to cure such breach within thirty days after written notice from Covered Entity.
- Q. **Failure To Perform Obligations.** In the event Business Associate fails to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable laws and agency guidance. Covered Entity's rights and remedies under this Subsection 3.Q are in addition to, and shall not restrict, limit or abridge, any other rights or remedies of Covered Entity under this BAA or the Agreement.
- P. **Privacy Practices.** Upon execution of this BAA, Business Associate shall provide to Covered Entity a copy of its Notice of Privacy Practices and other forms that Business Associate intends to utilize with respect to individuals under the Agreement. Business Associate shall incorporate any changes thereto reasonably requested by Covered Entity. Business Associate shall promptly utilize any related forms or notices relating to compliance with the HIPAA Rules and guidance as directed by Covered Entity. Covered Entity retains the right make reasonable changes to such forms The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

#### 4. OBLIGATIONS OF COVERED ENTITY:

- A. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the Notice of Privacy Practices that the Covered Entity produces in accordance with applicable law and agency guidance as well as changes to such notice.
- B. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### APPENDIX CC

## FEDERAL AWARDS

The following information is provided pursuant to the requirements of 2 CFR § 200

CONTRACTOR's registered name for DUNS \_\_\_\_\_

CONTRACTOR'S DUNS number \_\_\_\_\_

CONTRACTOR'S UNIQUE ENTITY IDENTIFIER \_\_\_\_\_

The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. This number may be obtained by telephone (866-705-5711) or via the Internet (<http://fedgov.dnb.com/webform>). (See 2 CFR, Part 200, Subpart A, §200.32)

Federal Award Identification Number \_\_\_\_\_

Date of Federal Award \_\_\_\_\_

The date when the Federal award is signed by the authorized official of the Federal awarding agency. (See 2 CFR, Part 200, Subpart A, §200.39)

Start and end date for performance \_\_\_\_\_

The period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal Award. (See 2 CFR, Part 200, Subpart A, §200.77)

Amount of Federal Award obligated to Provider \_\_\_\_\_

Total amount of Federal Award \_\_\_\_\_

Project Description \_\_\_\_\_

A brief summary of the statutory or regulatory requirements of the program and its intended outcome and should align with the strategic goals and objectives within the Federal Awarding Agency's Performance Plan

Federal Awarding Agency \_\_\_\_\_

Contact information for awarding agency \_\_\_\_\_

Pass-through entity

DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES

Catalog of Federal Domestic Assistance (CFDA) Number \_\_\_\_\_

CFDA Name \_\_\_\_\_

Is this award for research and development?

YES \_\_\_\_\_ NO \_\_\_\_\_

Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Development is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. (See 2 CFR, Part 200, Subpart A, §200.87)

Indirect Cost Rate \_\_\_\_\_

For nonprofit organizations, the costs of activities performed by the non-Federal entity primarily as a service to members, clients, or the general public when significant and necessary to the non-Federal entity's mission must be treated as direct costs whether or not allowable and be allocated an equitable share of indirect (facilities and administrative (F&A)) costs. Indirect (F&A) costs mean those costs incurred for a common or joint purpose benefitting more than one cost objective. (See 2 CFR, Part 200, Subpart A, §200.56)

## CHILD PROTECTIVE SERVICES

All Providers and Contractors must comply with all of the requirements of 23 PA. C.S. Chapter 63. The Child Protective Service Law.

Please note that Delaware County requires that a new Certification of Compliance as required under CPSL Section 6344 must be obtained every Thirty-Six (36) months

The Child Protective Services Law (CPSL) was passed by the Pennsylvania legislature and signed into law by the Governor in 2014. Please review the amended requirements in Chapter 63, Title 23 (go to [www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM](http://www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM)) to assure that you and/or your agency are in full compliance.

The summary below is a partial listing and is not intended to take the place of your full review of the statute or your participation in training for mandated reporters.

Required documentation for new hires: any employee who begins employment with a new agency, institution, organization or other entity that is responsible for the care, supervision, guidance or control of children is required to have the three clearances as outlined by The Child Protective Services Law, Section 6344. The employer is required to maintain copies of the documents and produce them as requested. These are:

- Report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to the applicant;
- Certification from the Pennsylvania Department of Human Services that the applicant is not named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of an Indicated or Founded report of child abuse;
- Report of Federal criminal history record information, to include fingerprint submission to the Federal Bureau of Investigation indicating that the applicant is not disqualified from obtaining employment in a childcare position.

As of January 2, 2020, provisional hires are not permitted as mandated by Act 47 of 2019 and employees must obtain all three clearances prior to the beginning of employment. The Pennsylvania Department of Human Services is authorized to grant waivers for provisional hires for 45 days upon request from child day care centers, group day care homes and family day care homes providing that certain conditions are met.

Required documentation for current staff, volunteers and foster parents: Employees and volunteers who have contact with children, prospective adoptive parents, foster parents and school employees are required to obtain new clearances (certification and criminal record checks as described above) every three years.

Written notification of new arrest, conviction or substantiated child abuse: If an employee, foster parent or volunteer subject to the CPSL is arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity or service, or is named as a perpetrator in a founded or indicated report, the employee, foster parent or volunteer shall provide the administrator or designee of their agency with written notice not later than 72 hours after the arrest, conviction or notification that the person has been named in the Statewide database.

Requirement for training on child abuse recognition and reporting: The following persons are required to meet new training requirements: Operators of institutions, facilities and agencies, which care for children, their employees who have direct contact with children, foster parents, and caregivers in family daycare homes. The persons listed above must participate in three hours of training, which is approved by the Pennsylvania Department of Human Services prior to the issuance of a license, approval or registration certificate, and three hours of approved training every five years thereafter. New employees and new foster parents shall receive three hours of approved training within 90 days of hire or approval as a foster parent. Free on-line training is available from the Pennsylvania Child Welfare Resource Center. Go to [www.reportabusepa.pitt.edu](http://www.reportabusepa.pitt.edu). Check with your licensing entity to learn about other training that will meet your agency's training requirements.

All professionally licensed persons are required to submit documentation to their licensing board of completion of at least three hours of approved child abuse recognition and reporting training when applying for renewal or a new license. See your professional board information with the Pennsylvania Department of State website or your professional organization for information about the requirements for particular professional licenses.

Please have the following information available upon request from the County of Delaware to verify your compliance with the above regulations:

1. A copy of your professional license
2. Copies of your three certifications
3. A copy of a certificate showing that you have completed three hours of State approved training on Child abuse Recognition and Reporting

***Please note that Delaware County requires that a new  
Certifications of Compliance as required under CPSL Section 6344  
must be obtained every Thirty-Six (36) months***

## MEDICAL MARIJUANA PROHIBITION

The Contractor may not use federal funds directly or indirectly to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. See e.g. 45 C.F.R § 75.300(a) requiring The Department of Health and Human Services (HHS) to “ensure that Federal funding is expended... in full accordance with U.S. statutory ... requirements” and 21 U.S.C §§ 812(c) and 841 prohibiting the possession, manufacture, sale, purchase or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration (DEA) and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

## Standard Program Evaluation Protocol

The provider will participate in the Standardized Program Evaluation Protocol at the Delaware County Department of Juvenile Court and Probation Services request. Delaware County Department of Juvenile Court and Probation Services' staff certified as a Standard Program Evaluation Protocol Implementation Specialist- level one and/or state-certified Standard Program Evaluation Protocol professionals will coordinate the training and provide all information to prepare the provider for the evaluation process.

Delaware County Department of Juvenile Court and Probation Services will provide the most updated Youth Level of Service risk assessment to providers servicing juveniles under Delaware County Department of Juvenile Court jurisdiction. Service providers are expected to include the risk assessment results into the individual service plan. The goals and level of achievement must be reflected in the monthly progress reports submitted to the Delaware County Department of Juvenile Court and Probation Services. Service providers are to collaborate in the case planning process at the request of the Delaware County Department of Juvenile Court and Probation Services- Probation Officers and caseworkers. Monthly provider progress reports are to be submitted timely for each juvenile in conjunction with community-based service verification sheets. Timely submission is defined as no later than ten days after the conclusion of the month. Discharge reports shall be submitted to the Department of Juvenile Court and Probation Services within ten days of service completion.

The provider agrees to collect data outcomes designated by the Delaware County Department of Juvenile Court and Probation Services. Specific outcomes are matched to the service offered by the provider. Outcomes will be submitted annually to the Delaware County Department of Juvenile Court and Probation Services.

## POLITICAL CONTRIBUTION DISCLOSURE

Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. **Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.**

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor\* has:

**NOT** made any Reportable Contributions.

made Reportable Contributions as set forth on Schedule A attached hereto.

\*Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.

### Type of Business Entity


Corporation  LLC  Sole Proprietorship  Other:  (describe)

Limited Partnership  Partnership  LLP

**Certification:** In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: People R' US  
By: 

Name: Darrin Molletta  
Title: Executive Director  
Date: 2/8/2024

## APPENDIX II

(L:Contracts\_2223)Standard\_Appendices\_AppendixII  
7/22



**Exhibit A  
Delaware County  
Political Contribution and 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](mailto: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**

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 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 indicating that 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.**

**APPENDIX II**

"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 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 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

## APPENDIX II

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 the clauses (1) through (5).

**QUESTIONS**

Questions regarding the Disclosure Form may be directed to [centralpurchasing@co.delaware.pa.us](mailto:centralpurchasing@co.delaware.pa.us).

**Schedule A  
DELAWARE COUNTY**

**APPENDIX II**

(L:Contracts\_2223)Standard\_Appendices\_AppendixII  
7/22

**POLITICAL CONTRIBUTION FORM**

**Reportable Contributions within Past 24 months**

Name of Contractor: Darrin Molletta dba People R US Community Residential Services, Inc.

Date: 02/28/2024

Contributor*	Candidate	Date	Amount	Relationship of Contributor to Contractor

\*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" on Exhibit A.

## **Delinquency Home Passes Child Welfare Residential Facilities**

Requests for home passes shall comply with the Juvenile Court Judges' Commission Home Passes to Delinquent Children in Placement.

Requests initiated by the facility shall include the completed Juvenile Court Judges' Commission Home Pass 1 and be forwarded to the probation officer ten business days before the proposed home pass begins.

The following information is minimally required:

- Responsible party identifying information.
- Home pass beginning and ending dates.
- Placement official acknowledgement of form Juvenile Court Judges' Commission Home Pass 1, Section II criteria.
- Smart goal identification.
- Child's call-in schedules to probation officer and/or residential facility.
- Pre-arranged appointment visits to the Juvenile Probation office.
- Detailed travel schedule.
- Placement and parent/guardian acknowledgement of their oversight responsibilities.
- Copy of home pass contract.

Any modifications to a previously approved home pass shall be in the form of a completed Juvenile Court Judges' Commission Home Pass 3.

Assessments shall be completed for all home passes using the form Juvenile Court Judges' Commission Home Pass 4. Facility personnel shall communicate with the juvenile probation officer, parent/guardian, and the child to evaluate home pass goals. Facility staff shall provide the completed assessment within five business days to the Juvenile Probation office.

### **APPENDIX JJ**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Caitlyn Brown, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Human Services, HealthChoices, requests approval of a new contractual agreement with Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems in the amount of \$3,241,260 for the relocation and of their Merion Chase Program. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 48-4718-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$3,241,260

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see attached supporting documentation.

### ATTACHMENTS:

[Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems HCR-MH #28 23 Summary Page.pdf](#)

[Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems HCR-MH #28 23 Contract.pdf](#)

Delaware County Human Services Request for Contract

Program Office: HealthChoices

Provider: Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems

Proposed Contract Amount: \$3,241,260

Proposed Contract Effective Dates: 04/17/2024 to 12/31/2026

Funding:

Federal Funding Source(s):		Amount:	

State Funding Source(s):	HealthChoices Reinvestment	Amount:	\$3,241,260

Other Funding Source(s):		Amount:	

County Funding:		Amount:	
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Available Budget:

SAP Account(s)	48-4718-631000	Balance:	\$9,231,750.05

Contract Statement:

Human Services, HealthChoices, requests approval of a new contractual agreement with Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems in the amount of \$3,241,260 for the relocation and of their Merion Chase Program. Subject to Solicitor's approval.

Contract Request:

Approval of a new HealthChoices Reinvestment contract with Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems in the amount of \$3,241,260 for the relocation and of their Merion Chase Program to a newly purchased property.

HealthChoices has applied for and received approval from the Pennsylvania Department of Human Services, Office of Mental Health and Substance Abuse Services to utilize 2022 HealthChoices reinvestment funds for the purpose of relocating the Merion Trace Full Care Community

Residential Rehabilitation Program from Merion Trace Apartments, 7200 Merion Terrace, Upper Darby, PA to 220 North Woodlawn Avenue, Aldan, PA.

*Program Need for Requested Service:*

Holcomb has identified an appropriate property located in Aldan, PA which, if approved, will be utilized to operate a Full Care Residential Community Rehabilitation program for individuals with severe or persistent mental illness who are coming from an in-patient psychiatric and/or criminal justice background and are in need of additional supports. Residents do not routinely qualify for rental housing. The program's current site, located at Merion Trace Apartments, 7200 Merion Terrace, Upper Darby, has a capacity for 23 adults; the new site has an expanded capacity of 36, which also allows for residents to have the privacy of their own bedroom.

Once relocated, the Merion Trace Full Care Community Residential Rehabilitation program will continue to assist individuals with severe and persistent mental illness with developing the skills necessary to live independently. The agency does not anticipate needing additional staff to accommodate the increase in the number of one and two-bedroom apartments, given that they will be purchasing a building to house those apartments. The program will continue to maintain staff 24 hours per day, 7 days per week. Staff will continue to have access to supervisors 24 hours per day. The projected length of stay in this program will remain at approximately two years, however the length of stay will continue to vary based on individual needs. The Community Residential Rehabilitation staff will coordinate with the individual's case manager to ensure that all appropriate treatment and recovery services remain in place during the relocation.

Was a Request for Proposal Issued? Yes  No  Date:

Number of Proposals received:

*Summary of Request for Proposal Process:*

N/A

*Rationale for Choosing Provider versus Issuing a Request for Proposal:*

The provider is relocating an already existing program.

*Plan to issue Request for Proposal or rationale if not planning on issuing one:*

There is no current plan to advertise a request for proposal for this existing residential program.



Metrics utilized to evaluate provider and results of last assessment:

This reinvestment plan is for the purpose of relocating the current Merion Trace programs. Metrics for the program will remain the same.

**Residential Programs- will continue to be assessed through the County and State reviews.**

- A homelike, non-institutional environment providing maximum opportunity to learn the skills necessary for more independent living.
- A residential setting providing each client with maximum possible autonomy, independence, and self-determination.
- A program which constantly strives to enable clients to move to less restrictive living settings.
- Responsible staff to support and assist the client as needed in his movement to independence.
- Well-developed cooperative efforts with other agencies in the service delivery system to ensure coordinated, continuous, and effective services for the rehabilitation of clients.

Date Request Discussed with Human Services Director:

April 8, 2024

Program Approval: \_\_\_\_\_

Date: 2/21/24

Fiscal Approval: \_\_\_\_\_

Date: 4-8-24

CFO Approval: \_\_\_\_\_

Date: 4.8.24

Human Services Director: \_\_\_\_\_

Date: 4-8-2024

DATE: April 17, 2024

AGENCY: County of Delaware, Department of Human Services, Mental Health

PROVIDER OF SERVICE: Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems  
467 Creamery Way  
Exton, PA 19341

Federal ID #23-2093566

CONTRACT PERIOD: Beginning: April 17, 2024  
Ending: December 31, 2026

CONTRACT AMOUNT: \$3,241,260

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their officials thereunto duly authorized.

PROVIDER OF SERVICE

COUNTY OF DELAWARE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COUNTY COUNCIL CHAIR

\_\_\_\_\_  
PRINT/TYPE AUTHORIZED NAME

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY CLERK

SERVICES: Merion Trace Full Care Community Residential Rehabilitation Relocation

**CONTRACT #HCR-MH 28/23**

## AGREEMENT

This Agreement is made by and between the County of Delaware, Department of Human Services, ("County"), and **Holcomb Associates, Inc., dba Holcomb Behavioral Health Systems** hereinafter referred to as the ("Contractor" or "Provider").

Whereas, the County has received or is anticipating receiving State and Federal funds from the Commonwealth of Pennsylvania, and funds from other sources, for the provision of Mental Health services; and

Whereas, the County desires to contract with Contractor for the provision of such services; and

Whereas, the parties desire to set forth their understandings in writing.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

### 1. TERM

This Agreement shall be effective from **April 17, 2024** through **December 31, 2026**, subject to the other provisions herein, unless terminated earlier by either party according to the termination provisions herein.

### 2. TERMINATION

This Agreement may be terminated by either party at any time without cause, upon at least sixty (60) days advance written notice to the other party.

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

### 3. AGREEMENT AMOUNT

Subject to the availability of State, Federal and County funds, and Contractor's compliance with each of the terms and conditions of this Agreement, the County hereby agrees to pay to Contractor a total of **\$3,241,260** to be utilized as set forth below: (See Appendix X/Z Program Description/Budget)

Payment by the County shall be made as follows:

- A. For program funded components, payment will be on a cost reimbursement basis, solely for the actual costs or expenses incurred by providing social services as set forth in this Agreement.
- B. For fee-for-service components, payment will be made at the agreed cost per unit less any client income. County will reimburse for actual days/units in attendance and approved absences.
- C. The County may suspend, withhold or revise any payment for non-compliance by Contractor with the terms and conditions of this Agreement.
- D. Payment shall be made in the manner set forth in Appendix "A".
- E. Contractor certifies that the Federal/State funds to be used under this Agreement do not replace or supplant in any way, Federal/State or County funds for already existing services. Contractor further certifies that the services to be provided under this Agreement are not already available without cost.
- F. Notwithstanding anything to the contrary contained in this Agreement, each payment required to be made under this Agreement is specifically contingent on Contractor's full and timely compliance with each and every applicable Federal, Commonwealth (Pennsylvania Department of Public Welfare and Pennsylvania Department of Health) reporting requirement and any County reporting requirements, as such requirements may be amended from time to time. If Contractor fails to submit complete and accurate reports when and as due, County may immediately proceed as set forth in Appendix E or, to the extent permitted by applicable law and regulation, in the County's sole and absolute discretion, suspend any or all payments to Contractor and/or immediately terminate or suspend this Agreement and/or pursue any and all other remedies available under this Agreement or as otherwise provided by law.

#### 4. APPENDICES

Contractor shall comply with the provisions of the following attached Appendices, which are incorporated into and made a part of this Agreement:

Appendix A	Payment Schedule
Appendix C	Reporting Requirements
Appendix D	Source of Funds Statement (Not Applicable to CYS Fee-For-Service Agreements)
Appendix E	Non-Compliance Procedures
Appendix F	Insurance
Appendix G	Confidentiality
Appendix L	Disclosure of Lobbying Activities
Appendix M	Contractor Board of Directors
Appendix N	Table of Organization
Appendix U	Audit Requirements
Appendix X/Z	Program Description/Budget
Appendix AA	Invoicing Submission Requirements
Appendix CC	HIPAA Business Associate Agreement
Appendix DD	Federal Awards (if applicable)
Appendix EE	Child Protective Services
Appendix FF	Medical Marijuana Prohibition
Appendix GG	Guidelines for Reinvestment Plans (HCR Only)
Appendix II	Political Contribution Disclosure

In the event, any provision of the attached Appendices conflict with the provisions of this Agreement, this Agreement shall control.

5. **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.

6. **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.

7. **RETAINED REVENUE**

**(This section applies to Mental Health agencies only.)**

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

## 8. 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. **(This paragraph does not apply to CYS Fee-For-Service agreements.)**

## 9. 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".

## 10. AVAILABILITY OF INFORMATION

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

## 11. ACCESS TO RECORDS/PROPERTY RIGHTS

**(This section does not apply to CYS fee-for-service agreements.)**

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").

## 12. TITLE TO AND PURCHASE OF EQUIPMENT

**(This section does not apply to CYS fee-for-service agreements, sections B through D do not apply to ID fee-for-service agreements, sections B and C do not apply to EI fee-for-service agreements.)**

- 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.

### **13. 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.

**14. 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).

**15. PROJECT INCOME**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

**16. INTEREST INCOME**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

**17. TRAVEL**

**(This section is not applicable to CYS fee-for-service agreements.)**

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.

**18. 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.

**19. 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.

**20. ENVIRONMENTAL IMPACT**

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

**21. CONFIDENTIALITY**

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

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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. Notwithstanding the foregoing, to the extent this Agreement is a Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

**28. 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.

**29. 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.

**30. 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.

**31. PERSONNEL AGREEMENT**

**(This section is not applicable to fee-for-service agreements.)**

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.

**32. 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.

**33. 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.

**34. 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.

### 35. 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.

### 36. 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.

**37. 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.

Notwithstanding the foregoing, to the extent this Agreement is a "Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

**38. DISPUTES**

**(This section applies to Mental Health/Intellectual and Developmental Disabilities/Early Intervention agencies only.)**

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.

**39. 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.

**40. 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		

**41. 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.

**42. 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.

**43. PROHIBITION AGAINST ASSIGNMENT**

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

**44. 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.

**45. TIME IS OF THE ESSENCE**

Time is of the essence with respect to this Agreement.

**46. 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.

**47. 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.

**48. 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.

**49. 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.

**50. 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.

**51. 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. 69<sup>th</sup> 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.

**52. 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.

**53. 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.

**54. 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.

**55. HEADINGS**

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

**56. 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.

**57. 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.

**58. 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.

**59. 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.

County of Delaware  
Vendor Payment Schedule  
Year: 2024

<b><u>DUE TO HSA</u></b>	<b><u>CHECK RELEASE DATE</u></b>
12/13/2023	01/05/2024
12/22/2023	01/19/2024
01/09/2024	02/02/2024
01/24/2024	02/16/2024
02/07/2024	03/01/2024
02/21/2024	03/15/2024
03/06/2024	03/28/2024
03/19/2024	04/12/2024
04/03/2024	04/26/2024
04/17/2024	05/10/2024
05/01/2024	05/24/2024
05/15/2024	06/07/2024
05/29/2024	06/21/2024
06/11/2024	07/05/2024
06/25/2024	07/19/2024
07/10/2024	08/02/2024
07/24/2024	08/16/2024
08/07/2024	08/30/2024
08/21/2024	09/13/2024
09/04/2024	09/27/2024
09/18/2024	10/11/2024
10/02/2024	10/25/2024
10/16/2024	11/08/2024
10/29/2024	11/22/2024
11/13/2024	12/06/2024
11/25/2024	12/20/2024
12/11/2024	01/03/2025
01/07/2025	01/17/2025

**MENTAL HEALTH REPORTING REQUIREMENTS  
PROGRAM FUNDED AND FEE FOR SERVICE  
AGENCIES/PROGRAMS**

STATE/COUNTY FORMS – ELECTRONIC

	<b>1<sup>st</sup> Quarter Due October 31<sup>st</sup></b>	<b>2<sup>nd</sup> Quarter Due January 31<sup>st</sup></b>	<b>3<sup>rd</sup> Quarter Due April 30<sup>th</sup></b>	<b>4<sup>th</sup> Quarter Due August 15<sup>th</sup></b>
Agency Expenditures				X
Administration Cost Agency				X
Fixed Asset Purchase Agency				X
Total Fixed Assets				X
Revenue by Total Agency				X
Roster of Personnel by Total Agency				X
Purchased Treatment by Total Agency				X
Program Coversheet				X
Program Expenditures	X	X	X	X
Administration Costs - Program				X
Fixed Asset Purchases Program				X
Revenue by Program	X	X	X	X
Roster of Personnel by Program				X
Purchased Treatment by Program				X
Budget Z Page (Rates)				X

**NOTE:** Due dates falling on weekends or holidays are automatically adjusted to the last prior business day before the deadline in question. Reports received after the actual due dates, without prior approval, will be considered late.

APPENDIX C

## MENTAL HEALTH QUARTERLY REPORT REQUIREMENTS

All Contractors will be required to submit all applicable reports according to the schedule listed on page one of this Appendix.

All report submissions must be submitted in electronic format and sent to the following address. Please indicate Attention of Mental Health Fiscal Officer in subject line.

[humanservices@delcohsa.org](mailto:humanservices@delcohsa.org)

## QUARTERLY REVIEW MEETINGS

The County, at its discretion, may require Contractor attendance at a Quarterly Review Meeting, following the close of a given quarter and subsequent review of the Contractor's Quarterly Report submission. The Contractor will be advised of this required meeting in writing. County written notification will include the date, time, location, list of primary agenda items to be reviewed, and list of Contractor personnel required to attend.

Contractors may request a Quarterly Review Meeting with County personnel following the close of a given quarter. Requests must be made in writing to the Delaware County, Department of Human Services, Mental Health Administrator, contain an outline of the primary agenda items and Contractor justification for the convening of the meeting. The County will issue either written confirmation of the meeting, scheduling the date, time and location, with expanded agenda as necessary or written rejection of the requested meeting. In the case of the rejected requests, the County will provide on-site technical assistance to Contractors from Fiscal, MIS and/or Program personnel as required.

## APPENDIX C

## **MENTAL HEALTH RESPONSE TEAM DISASTER/EMERGENCY SITUATIONS**

The Contractor will comply with all the reporting requirements as outlined in the County Disaster/Emergency Plan. This includes but is not limited to the following:

### **Pre-Disaster**

Staff Information and Skills Form

Statement of Understanding of Service

### **Post-Disaster**

Staff Tracking Reports of Hours Worked

Staff Expense Reports

Client Contact Mechanisms/Reports

## **MANAGEMENT INFORMATION SYSTEMS REQUIREMENTS**

Contractors must comply with all county Management Information Systems requirements. This includes the State Consolidated Community Reporting System requirements as well as County defined reporting requirements. Contractors are to comply with the County's specifications for data submission, which may include hard copy reports, or electronic data submission. Adequate time as defined by the County will be given to Contractors to make adjustments to their systems as needed in order to fulfill reporting requirements.

## **APPENDIX C**

## INFORMATION SYSTEMS REQUIREMENTS

Contractors/Providers must comply with all County Information Systems requirements. This includes the State Consolidated Community Reporting Initiative requirements as well as county defined reporting requirements.

Providers are required to enroll with PA Medicaid in the Pennsylvania Reimbursement Operations and Management Information Systems (PROMISe) and have a valid Provider Identification Number. In order to submit Mental Health units of service to the County office, providers must properly enroll in PROMISe. Providers must complete a Consolidated Community Reporting Initiative application packet for each Mental Health base service it delivers. The application must include the correct provider type/specialty combination specific to the service paid for through the County contract.

Contractors/providers are to comply with the County's specifications for data submission, which may include hard copy reports or electronic data submissions. All Consolidated Community Reporting Initiative Intakes, Updates, Closures, and Service Activity forms are due to the County office by the 15<sup>th</sup> of the following month. The consumer's Social Security Number is required for Intake. Currently, the data and format needed for reporting are as follows:

### Delaware County Consumer Information Form (Mental Health):

Form used for reporting all Mental Health County based consumer demographic data. The Base Service Units complete this form monthly to report Intakes/ Updates/ and Terminations.

### Consolidated Community Reporting Initiative County Funded Service Encounter Reporting:

Mental Health base funded service encounter activity logs are submitted by each provider on a monthly basis. As stated, all monthly service logs are due into the Delaware County office on the 15<sup>th</sup> of the month following the month for which the service is being reported. The logs must contain service specific code information and the required information for each consumer who participated in the service that month.

### Delaware County Service Activity Form (Mental Health):

Form used for reporting all Mental Health County based units of service by provider location, defined service (procedure code and modifier) and service month. The service activity is entered monthly into the Consolidated Community Reporting Initiative system via each specific provider and service.

## APPENDIX C

## Susquehanna Software 837P Companion Guide:

Format used for electronically reporting Mental Health County based units of service. The service encounters will be imported into the Consolidated Community Reporting Initiative system by month, provider location and service definition. (This format will be phased in by providers as notified and determined).

The provider and identifying service information is entered monthly into the Consolidated Community Reporting Initiative system. The consumer service encounter information is entered for each provider and specific service. This is inclusive of consumer identifying information and the number of units they received. If a consumer listed on the service activity log is not known to the system, then an Intake Request Form may be sent to the provider. The provider is then notified to make every attempt to register the consumer via the Consumer Information Form. This form is then used for entry into the Home and Community Services and Information Systems – Mental Health Division. Consumers entered into Home and Community Services and Information Systems will also be imported into the in-house Consolidated Community Reporting system. This will allow service encounter activity to be entered /associated with the appropriate consumer. These procedures will also be followed via the electronic service process. Providers will receive an error report during the file import process. Providers are expected to make every attempt to correct the errors to allow the service to be imported into the Consolidated Community Reporting Initiative system.

## APPENDIX C

## SOURCE OF FUNDS STATEMENT

All notices, informational pamphlets, press releases, research reports and similar public notices prepared by and released by the Contractor shall include the statement, "This project may be funded under a contract with Delaware County through the Delaware County Department of Human Services; the Pennsylvania Department of Human Services; the Pennsylvania Department of Agriculture, the City of Philadelphia, Office of Housing & Community Development and the U.S. Department of Housing & Urban Development; however, the Contractor is an independent contractor acting on its own behalf and not in behalf of the County of Delaware, the Commonwealth of Pennsylvania or the Federal Government."

## APPENDIX D



## NON-COMPLIANCE PROCEDURES

During the performance of this Contract/Agreement, the following conditions shall prevail for Mental Health Services:

- A. The Contractor shall comply with and fulfill, in a timely and proper manner, its obligations under this Contract/Agreement and the provisions of the Mental Health/Mental Retardation Act of 1966 and subsequent amendments, the Mental Health Procedures Act of 1976, as amended, the Child Protective Services Laws of 1975, as amended, and all regulations and bulletins promulgated by the Department of Human Services of the Commonwealth of Pennsylvania there under, which are hereby incorporated into this Contract/Agreement by reference.
- B. Any request for extension of the due dates must be in writing at least fifteen days prior to due date with detailed reasons to justify the extension. Submissions to satisfy compliance issues must be in writing.
- C. If the Contractor shall fail to fulfill in a timely or proper manner its obligations under this Contract/Agreement, or if the Contractor shall violate any of the covenants or stipulations of this Contract/Agreement, the County may issue a written notice of non-compliance to the Contractor requiring compliance within a specified period of time, but in no event less than fifteen days following receipt of said notice. If the Contractor shall fail to comply with the specified period of time, the County may exercise one of the following options:
  1. By written notice to the Contractor, cease payment for and withhold all otherwise allowable payments for the expense of the Contractor until such time as the Contractor complies with the requirements of the Notice of Non-Compliance; or
  2. If compliance is not achieved within thirty days of written notice, a non-retrievable 10% reduction in the Contractor's administrative expenses will be implemented and/or;
  3. If satisfactory compliance is not received within the following thirty days of written notice, an additional non-retrievable 20% reduction in the Contractor's administrative expenses will be implemented and/or;
  4. The Contractor's total allocation may be reduced by 5% in addition to any previous action;
  5. Deem such non-compliance as severable and issue a written notice of Partial Termination as to the term, provision, or condition of this Contract/Agreement for which the Contractor is not in compliance. Such partial termination shall not relieve either party of its remaining duties and obligations under this Contract/Agreement.

### APPENDIX E

6. At least fifteen days before the effective date thereof, issue a written Notice of Termination of this Contract/Agreement specifying the effective date.
- D. It is further agreed that in the event funds to the County from State and Federal funds are not obtained and continued to an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the County may exercise one of the following options.
1. Issue a written Notice of Termination of this Contract/Agreement to the Contractor effective upon a specified date, which will be within a reasonable period of time under the circumstances; or
  2. Continue the Contract/Agreement by reducing through written notice to the Contractor, the amount of the Contract/Agreement in a manner consistent with the nature, amount, and circumstances of the County's loss of State or Federal funding; provided, however, that any termination or reduction of this Contract/Agreement shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction.
- E. The rights and remedies of the County provided in this provision shall not be exclusive and are in addition to any rights and remedies provided by law or under this Contract/Agreement.
- F. After receipt of a Notice of Termination by the County and except otherwise directed by the County, the Contractor shall:
1. Stop work under this Contract/Agreement on the date of, and to the extent specified in, the Notice of Termination;
  2. Place no further order, contracts, or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract/Agreement as is not terminated;
  3. Terminate all orders, contracts and subgrants to the extent that they relate to the performance of work terminated by the Notice of Termination;
  4. Assign to the County in the manner, at the time, and to the extent directed by the County, all of the rights and interests of the Contractor under the orders, contracts, or subgrants, so terminated. The County may settle or pay any or all claims for breach of contract arising out of the termination of such orders, contracts and subgrants unless the County can demonstrate that such obligations were not entered into in good faith performance of the Contract/Agreement;

#### APPENDIX E

5. Settle all outstanding liabilities and all claims arising out of such termination of orders, contracts, and subgrants, with the approval or ratification of the County, to the extent County may require, which approval or ratification shall be final for all the purpose of this clause. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County as a result of the performance or non-performance by Contractor of the services described in this Contract/Agreement.

G. Contractor shall comply in full with all quarterly/semiannual report requirements set forth in Appendix C – Reporting Requirements.

If the Contractor shall fail to submit required quarterly/semiannual reports on a timely, complete, and accurate basis, Contractor shall be subject to the withholding of County payments until all outstanding report requirements have been fully satisfied. No quarterly/semiannual report submission will be considered satisfactory until it has met County standards for both completeness and accuracy.

Non-compliance includes, but is not limited to, the failure to submit reports or the submission of late or inaccurate reports, during the Term. Such non-compliance may also result in actions as described under Section C above.

## APPENDIX E

## INSURANCE

Before the contract is awarded, and unless otherwise approved by the County of Delaware's (hereinafter referred to as the 'County') representative in writing, the Contractor/Provider shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the County. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor/Provider, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the County, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an "occurrence" basis, not "claims-made", with the exception of Professional Liability insurance, unless specifically approved by the County in writing.

The County of Delaware reserves the right to grant exception(s) to specific contractors with respect to the requirements herein, if deemed reasonable and if determined that such exception(s) are in the best interests of the County.

### 1. General Liability:

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor/Provider or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000
Damage to Rented Premises	\$ 50,000
Medical Payments	\$ 10,000
Abuse/Molestation (if applicable to services provided)	\$1,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor/Provider under the Indemnification and other provisions of the contract.

Any deductible under this coverage is subject to the County's approval, and shall be the sole responsibility of the Contractor/Provider.

## 2. Business Automobile Liability:

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
Uninsured/Underinsured Motorists Liability Limit	\$ 1,000,000

## 3. Workers' Compensation and Employers Liability

Workers' Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage (if applicable), and USL&H and Jones Act coverage (if applicable), with limits not less than:

Workers' Compensation	Statutory
Bodily Injury, each Employee	\$500,000
Bodily Injury, each Accident	\$500,000
Disease, each Employee	\$500,000

If Contractor/Provider is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers' Compensation coverage.

## 4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Hazardous work may require higher limits, as requested by the County.

## 5. All Risk Builders Risk (if applicable)

All Risk (Special Form) Builders Risk insurance, including Earthquake and Flood to the extent reasonably commercially available, providing protection for building, structures, and materials or equipment to be installed in the project, while in the course of construction, in transit to the project site, and while being retained in off-site storage.

The Builders Risk policy shall be written to cover 100% of the completed value of the project, at replacement cost valuation, with an agreed amount provision (coinsurance waived).

Any deductible under this coverage shall be no more than \$25,000 and shall be the sole responsibility of the Contractor.

The policy shall cover the insurable interests of the County, Contractor and Subcontractors in the Work. The County and Contractor waive all rights against each other for damages caused by fire or other perils to the extent payment is actually made under insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the County. The Contractor shall require similar waivers by Subcontractors.

The County will procure such Builders Risk coverage in compliance with the above provisions, subject to information contained in Appendix 1, which shall be provided by Contractor following award of the bid.

#### **6. Professional Liability/Errors & Omissions Insurance (if applicable)**

All Contractors/Providers who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

#### **7. Cyber Insurance**

Provider shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Provider for claims, losses, liabilities, judgements, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Provider or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to Client, but in no event less than the following: \$3,000,000. This includes, but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Provider shall furnish Client, upon request, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Provider shall not cancel or reduce any such insurance without prior written consent of Client. Provider shall notify Client in writing within five business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

## 8. Contractors Pollution Liability (if applicable)

All Contractors who will perform environmental services (including but not limited to asbestos or lead abatement, testing or remediation) shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

## 9. Performance & Other Bonds

Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations.

Contractor shall furnish a Maintenance Bond in an amount equal to ten percent (10%) of the Contract including Change Orders. This Maintenance Bond shall be effective for a period of one (1) year following the date established by the certificate of Substantial Completion.

All Bonds shall be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act and the Surety's financial statement.

If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to County.

## General Insurance Provisions

All policies required hereunder other than Workers Compensation, Professional Liability, and Builders Risk shall name the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor/Provider or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the County.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Contractor/Provider. Contractor/Provider shall immediately forward any such notice to County.

Contractor/Provider shall furnish to County Certificates of Insurance prior to the start of work, evidencing that all requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required herein, including Additional Insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the Certificate. A renewal Certificate must be provided to County prior to the expiration date thereof.

## Subcontractor/Subconsultants

Contractor/Provider shall require each subcontractor or subconsultant to provide insurance as outlined above. Such policies shall name the County of Delaware and its departments, offices, and agencies; Contractor/Provider; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subcontractor/subconsultant. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Contractor/Provider shall be responsible for securing and maintaining certificates of insurance from all subcontractors/subconsultants evidencing the insurance coverages required herein.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for Contractor/Provider or its subcontractors/subconsultants. **Meeting these minimum requirements shall in no way limit or relieve the Contractor/Provider liability and obligations under any other provision of the Contract.** The Contractor/Provider shall acquire,



at its own expense, any other Additional Insurance coverage it deems necessary for the protection of its work under this contract.

### **Self-Insurance**

If Contractor/Provider maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Provider's most recent audited financial statement, must be provided to County for review and approval, such approval not to be unreasonably withheld.

If County grants such approval, Contractor/Provider understands and agrees that the County of Delaware, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor/Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

### **Non-Waiver of Indemnification**

The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications required of Contractor/Provider, nor to limit Contractor/Provider's liability under this contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor/Provider hereunder.

## CONFIDENTIALITY

The Contractor named in this Agreement is subject to the same rules, regulations and statutes, which govern the public County Mental Health System pertaining to the confidentiality of certain information in its records. As such, the Contractor has the responsibility to inform each client of the specific limits upon confidentiality of records in the County Program.

As a general rule, the Contractor shall not use or disclose to any person or entity not a party to this contract, any information concerning a recipient of any services to be provided under this agreement for any purposes not connected with the parties' contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian. If the Contractor receives a request for disclosure of information concerning any client in the County Program they must refuse to make the disclosure, and must be sure to do so in a way that does not reveal that the client has ever been a recipient of services under this Agreement.

However, nothing herein shall limit the exchange information between the Contractor and other parties when such exchange would otherwise be permitted by State and Federal Laws and Regulations.

To wit, Contractors of Mental Health Services in Delaware County shall share relevant information with "those actively engaged in treating the individual or to persons at other facilities...when that person is being referred to that facility for proper care and treatment." [5100.32] Client consent for such release of information is always to be preferred. However, if the client is unwilling or unable to provide such consent, the necessary information will be shared non-consensually in those cases. The primary concern of existing Mental Health law is to assure the availability of certain services to those who are in need. Laws and regulations relating to scope and policy acknowledge this; nevertheless, protecting the client's right to privacy to the degree possible. The law does not make confidentiality its primary concern. This principle applies as well to the non-consensual re-release of client information.

The Contractor named in this Agreement acknowledges and agrees that the County Administrator, or his/her designee, may secure from the Contractor the name(s) of any recipient(s) of any service(s) provided under the Agreement.

The Contractor further agrees to inform each client of the specific limits upon confidentiality or records in the County Program. This information and notice should be provided at admission or as soon thereafter as the client is capable of rational communication.

## APPENDIX G

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX L



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

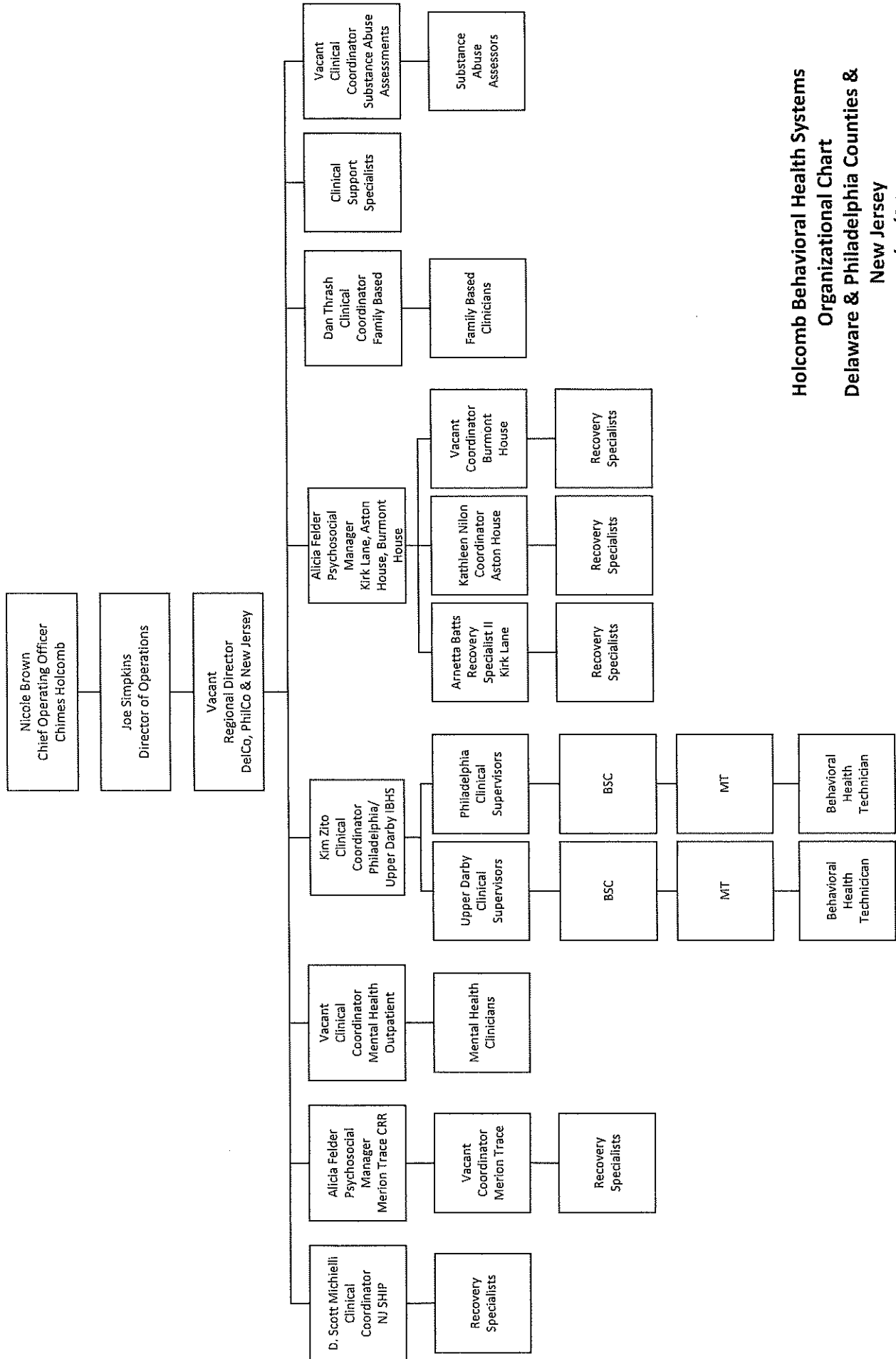
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**Holcomb Associates, Inc.  
Board of Directors  
Fiscal Year 2023  
July 1, 2023 through June 30, 2024**

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George Zumbano, Esq.	Vice Chair
Karen Holcomb	Secretary
Kevin Zgorski	Treasurer
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Michael Mitchell	Board Member
Pamela Owens	Board Member
Mark Woodward	Board Member



Holcomb Behavioral Health Systems  
 Organizational Chart  
 Delaware & Philadelphia Counties &  
 New Jersey  
 2/20/24



**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
APPENDIX U  
AUDIT REQUIREMENTS**

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APPENDIX U



# DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES APPENDIX U AUDIT REQUIREMENTS FOR SUBRECIPIENT ORGANIZATIONS

## U-I OVERVIEW

### Introduction

The purpose of Appendix U is to set forth audit guidance for provider organizations receiving financial assistance from the Delaware County Department of Human Services (County) either directly or as a subrecipient of a pass-through award. This audit guidance is applicable to the following Delaware County Human Services programs:

- Mental Health
- Intellectual and Developmental Disabilities
- Early Intervention
- Drug and Alcohol
- Adult and Family Services
- Child Welfare

Depending on the type and amount of funding received, an audit of the financial assistance provided in connection with the County contract may be required. Awards received from the County may include federal, state, or county financial assistance. In addition to Federal audit requirements, the Commonwealth of Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP) have unique audit requirements which need to be considered in the determination of audit compliance.

**Any pass-through of federal awards is required to be reported by subrecipients on the same basis as is required for federal financial assistance received directly from a federal awarding agency.**

The County is responsible for ensuring that the financial statements of its subrecipients are appropriately audited in accordance with *Government Auditing Standards* (the Yellow Book), applicable program requirements and contract provisions, and, when appropriate, the Single Audit Act Amendments of 1996, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) of the Office of Management and Budget (OMB), the Pennsylvania Department of Human Services Single Audit Supplement, and the Pennsylvania Department of Drug and Alcohol audit guidelines.

### APPENDIX U

## Obtaining an Engagement Letter

For all audits performed in accordance with the provisions of Appendix U, the subrecipient organization must have executed a written engagement letter with its independent auditor establishing an understanding about the services to be performed. The engagement letter should specify the responsibilities of both the subrecipient organization and the auditor and the objectives and scope of the engagement.

## Interpretation of Appendix U

Any questions pertaining to Appendix U should be referred to:

Human Services Accountant  
 Department of Human Services  
 20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
 Upper Darby, PA 19082  
 Phone No.: 610-713-2115  
 Fax No.: 610-713-2326

## Auditor Independence

Subrecipient organizations shall ensure that the audit organization and the auditors performing the audit work are independent of mind as well as in appearance. It is crucial that the audit organization and the audit team act with integrity and exercise objectivity and professional skepticism.

## Audit Objectives

The audit must be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAGAS or Yellow Book), issued by the Comptroller General of the United States. A Yellow Book audit can be required by law, regulation, agreement, contract, or policy. The most common Yellow Book audits are those required as part of a Single Audit performed under Subpart F of the Uniform Guidance, which supersedes OMB Circular A-133 audit requirements. A Single Audit is required if the organization expends more than a specified amount of federal awards. Another common way an organization may be subject to the Yellow Book requirements is because of provisions included in grant agreements or contracts regardless of the amount of federal awards expended. The Yellow Book incorporates GAAS. Thus, performing a financial audit requires auditing the financial statements in accordance with GAAS, as well as following the additional general, field work, and reporting standards contained in *Government Auditing Standards*. This includes testing and reporting on compliance with laws, regulations, and provisions of contracts or grant agreements for which noncompliance would be

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material to the financial statements. An audit of financial statements in accordance with the Yellow Book may include additional reporting and documentation responsibilities.

The subrecipient organization may satisfy the audit requirements of this contract by obtaining a Single Audit in accordance with the provisions of Subpart F of the Uniform Guidance. Either a Program Specific Audit or an organization-wide Single Audit, performed in accordance with applicable federal, state and county requirements, may be acceptable. In some instances, the auditee may elect to have a series of audits covering departments, agencies, or other organizational units that expended or otherwise administered federal awards, providing that each such audit encompasses the necessary financial reporting requirements for each such department, agency, or other organizational unit.

*The subrecipient organization's audited financial report is utilized by the County to meet its responsibilities in overseeing its programs and assuring the integrity of funds expended. Upon completion of the audit, the supporting audit workpapers shall be made available, upon request, in connection with a quality review, to resolve any audit findings or to carry out oversight responsibilities.*

### **Audit Reporting Package Submission**

The County requests that one copy of the audit reporting package conforming to this Appendix U be delivered to the County at the following address:

Human Services Accountant  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, Pennsylvania 19082

The audit reporting package submission date is 30 days after completion of the audit, but in any event, not later than 9 months after the end of the audit period. However, earlier submission to the County is encouraged.

### **Extension of Submission Date for Audit Reporting Package**

If it is determined that the audit reporting package cannot be submitted to the County before the due date, a written request for extension must be made by submission of Exhibit C to the County. The request must be received by the County at least 2 weeks prior to the due date.

The County may impose sanctions whenever the audit package is not timely submitted and an extension request has not been granted.

#### **APPENDIX U**

## Allocations of Indirect Costs

Indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective or not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved. Indirect costs can be allocated on an individual line-item basis or collected in an expense pool and allocated in total, utilizing an appropriate base on which to allocate the indirect expenses. In order to achieve equitable cost allocation, a plan must be established to define which costs are to be charged directly and which costs are to be treated as common or indirect costs.

If indirect costs are allocated, then the auditor has responsibility concerning the reasonableness of the allocation. The main purpose in allocating indirect costs is to ensure that each program bears its fair share of costs compared to other programs. Indirect costs are charged by way of a cost allocation plan. The cost allocation plan should ensure that:

- Costs are consistent and logical;
- The allocation includes only costs incurred for a common or joint purpose that benefit more than one program and are not readily assignable to one program;
- Each program bears its fair share of costs compared to other programs;
- Indirect costs are not charged as both direct and indirect costs; and
- The same indirect costs are not being charged to different programs.

## Retained Revenue

Delaware County Human Services programs may approve retained revenue allowances by subrecipients by specifically including special retained revenue provisions in the contract. In no case will retained revenue allowances exceed 3% of the total gross revenues applicable to any contract funding representing pass-through funding from Pennsylvania Department of Human Services.

## Fraud and Illegal Acts

If fraud or illegal acts are discovered, the auditor should notify the primary executive officer of the subrecipient organization. The subrecipient organization should then promptly notify the County. If the subrecipient's primary executive officer is in any way involved with the acts, the auditor should then notify the County directly. The County will, in turn, take the matter to the funding agency. There is no level of materiality to be considered when reporting fraud or illegal acts.

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## Additional Audit Provisions

Subrecipient organizations can be required to have audits by contract or other means, even when the audit would not be required by law.

The County, federal, and state agencies, or their authorized representatives, reserve the right to perform additional audits of a financial and/or performance nature, if deemed necessary in carrying out their program administration and monitoring responsibilities. Any such additional work may rely on the work already performed by the Subrecipient's auditor, and the costs for any additional work performed will be borne by those agencies at no additional expense to the Subrecipient. A federal awarding agency may request that a specific federal program be audited as a major program in lieu of the federal awarding agency conducting or arranging for additional audits.

If it is decided by the County that an audit of this contract will be performed, the Subrecipient will be given advance notice. The Subrecipient shall maintain books, records, and documents that support the services provided, that the fees retained are in accordance with the contract, and that the Subrecipient has complied with the contract terms and conditions. The Subrecipient agrees to make available, upon reasonable notice, at the office of the Subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Appendix U, all books, records, and documents for inspection, audit, or reproduction by the County or a state or federal agency or their authorized representative.

Audit working papers and audit reports must be retained by the Subrecipient's auditor for a minimum of three years from the date of issuance of the audit report, unless the Subrecipient or the Subrecipient's auditor is notified in writing by the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the County, to extend the retention period. The term "cognizant agency" means any Federal or State agency that has the primary audit or oversight responsibility for a particular contractor or grantee. Audit working papers must be made available, upon request, to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect costs, a federal agency, General Accounting Office, the County or its designee at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities. Access to audit documentation includes the right to obtain copies of audit documentation, as is reasonable and necessary.

The Subrecipient shall preserve all books, records, and documents related to the program year for at least three years from the contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the grantor or pass-through agency, or as required by applicable federal laws and regulations, whichever is longer. If the program contract is completely or partially terminated,

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the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

### **Special Purpose Reports**

The County may require the subrecipient organization or its auditor to issue other reports in addition to those reports addressed in Appendix U. Special Purpose Reports will generally be referenced in the contract.

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## U-II GENERAL AUDIT REQUIREMENTS

### A. Federally Mandated Audit Requirements

#### Subpart F

The subrecipient organization must comply with all federal, state, and county audit requirements including the *Single Audit Act*, as amended, Subpart F of the Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, state audit supplements and audit requirements, other applicable laws or regulations, and any amendments to such other applicable laws or regulations which may be enacted or promulgated by federal, state, or local government.

#### Local Governments or Non-Profit Organizations

If the subrecipient organization expends total federal awards of \$750,000 or more (from all funding sources) during its fiscal year, either directly from the federal government or indirectly from a recipient of federal funds, the subrecipient organization is required to have a Single Audit or Program Specific Audit performed in accordance with the provisions of Subpart F of the Uniform Guidance.

If the subrecipient organization expends total federal awards of less than \$750,000 (from all funding sources) during its fiscal year, it is exempt from these audit requirements. However, it is required to maintain auditable records of federal, state, and local funds that supplement such awards, and to provide access to such records by federal, state, and local agencies or their designees for a period of at least 5 years after the report release date or for any additional period requested. An organization expending less than \$750,000 in federal funds may nevertheless be subject to audit requirements specific to the programs from which they receive funds.

#### For-Profit Organizations

The Uniform Guidance applies primarily to state and local governments, Indian tribes, institutions of higher education and nonprofit organizations that carry out a federal award as a recipient or subrecipient. However, a subrecipient organization is not exempt from reporting requirements on the basis that it is a for-profit entity. Where funding has been passed through to a for-profit subrecipient, the primary recipient or subrecipient must ensure compliance with applicable laws and regulations. This can be accomplished through pre-award audits, monitoring and post-award audits. Specific audit requirements may also be included in the contract with the for-profit recipient. In some cases, program-specific audits may be required.

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## **B. Federal Expenditures Notification**

Subrecipient organizations receiving funding from the Delaware County Department of Human Services are required to provide the County with notification regarding federal expenditures. The purpose of this notification is to determine which of the County's subrecipient organizations has met the Uniform Guidance Single Audit threshold. The notification is to be completed and forwarded to the Delaware County Department of Human Services within 45 days after the subrecipient's fiscal year end. The schedule format appears as Exhibit B on page 17 of this Appendix U. Subrecipient organizations not meeting the Single Audit threshold are required to provide the County with certain information described on page 2 of Exhibit B.

## **C. Types of Federal Audits**

### **1. Single Audits Performed Under the Uniform Guidance**

**General:** The Single Audit shall be conducted in accordance with GAGAS/Yellow Book. The audit shall cover the entire operations of the auditee or at the option of the auditee, a series of audits that cover departments, agencies, and other organizational units which expended, or otherwise administered, federal awards during the fiscal year. Each such audit shall encompass the financial statements and Schedule of Expenditures of Federal Awards. The audited financial statements and the Schedule of Expenditures of Federal Awards shall be presented for the same fiscal year.

**Financial Statements:** The auditor shall determine whether the financial statements of the auditee are presented fairly in all material respects in conformity with U.S. generally accepted accounting principles. The auditor shall also determine whether the Schedule of Expenditures of Federal Awards is presented fairly in all material respects in relation to the auditee's financial statements taken as a whole.

**Other Reports:** The auditor shall issue a Yellow Book report on internal control over financial reporting and on compliance and other matters and a Single Audit report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance.

**Audit Follow-up:** The auditor shall follow-up on prior audit findings, perform procedures to assess the reasonableness of the Summary Schedule of Prior Audit Findings prepared by the auditee, and report, as a current year audit finding, if it is concluded that the Summary Schedule of Prior Audit Findings materially misrepresents the status of any prior year finding. The auditor shall perform audit follow-up procedures, regardless of whether a prior audit finding relates to a major program, in the current year.

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### Single Audit Reporting Package Requirements Checklist:

- Financial statements that reflect financial position, results of operations, or changes in net assets and, when appropriate, cash flows for the fiscal year.
- Schedule of Expenditures of federal, state & local awards for the period covered by the financial statements.
- Summary schedule of prior audit findings
- The auditor's opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.
- A report on internal control over financial reporting and compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs.
- A report on compliance for each major program and on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or modified opinion as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs.
- A schedule of findings and questioned costs which must include the following three components:
  - (1) A summary of the auditor's results, which must include:
    - (i) The type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
    - (ii) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control were disclosed by the audit of the financial statements;
    - (iii) A statement as to whether the audit disclosed any noncompliance that is material to the financial statements of the auditee;

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- (iv) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control over major programs were disclosed by the audit;
  - (v) The type of report the auditor issued on compliance for major programs (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
  - (vi) A statement as to whether the audit disclosed any audit findings that the auditor is required to report;
  - (vii) An identification of each individual major program, or in the case of a cluster of programs, the cluster name as shown on the Schedule of Expenditures of Federal Awards;
  - (viii) The dollar threshold used to distinguish between Type A and Type B programs; and
  - (ix) A statement as to whether the auditee qualified as a low-risk auditee under the criteria for a low-risk auditee.
- (2) Findings relating to the financial statements which are required to be reported in accordance with GAGAS.
- (3) Findings and questioned costs for Federal awards.
- (i) Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) that relate to the same issue should be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.
  - (ii) Audit findings that relate to both the financial statements and Federal awards should be reported in both sections of the schedule.
- Corrective action plan on all current year findings and a summary schedule of prior audit findings. When audit findings were not corrected or only partially corrected, the summary schedule must describe the reasons for the finding's recurrence and planned corrective action.
  - Data Collection Form stating whether the audit was completed in accordance with the standards for the audit of non-federal entities expending federal awards. The Data Collection Form also provides information about the auditee, its federal programs, and the results of the audit.
  - Management Letter issued by the auditor.
  - Delaware County Supplemental Schedule and related report (Appendix U -Exhibit A).

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## 2. Program Specific Audits Performed Under the Uniform Guidance

A subrecipient that expends \$750,000 in federal awards in any year may elect to have a Program Specific Audit, an audit of one federal program, rather than a Single Audit, if the subrecipient expends its federal awards under only one program (CFDA No.), excluding research and development, and that federal program's laws, regulations, or grant requirements do not require a financial statement audit of the entity.

Some federal assistance programs make available a Program Specific Audit Guide. If such a guide exists, it must be followed. A Program Specific Audit Guide provides specific guidance with respect to internal control, compliance requirements, suggested audit procedures, and audit reporting requirements. A listing of current program-specific audit guides can be found in the compliance supplement, including federal awarding agency contact information and a web site where a copy of the guide can be obtained. The auditor shall follow GAGAS/Yellow Book and the audit guide when performing a Program Specific Audit.

In those instances where a Federal Program Specific Audit Guide is available, the audit reporting package for a Program Specific Audit may be different and should be prepared in accordance with the audit guide. If a guide does not exist, the same basic responsibilities exist for the federal program as they would for an audit of a major program in a Single Audit.

The auditor must perform an audit of the financial statement(s) for the federal program in accordance with GAGAS/Yellow Book, must obtain an understanding of the subrecipient's internal control, and must perform tests of internal control as would be required for a major program. Also, the auditor must determine whether the auditee has complied with laws, regulations, and the provision of the grant agreements that could have a direct and material effect on the program as would be required for a major program, follow-up on prior year findings, and report any current year findings.

Program Specific Audit Reporting Package Checklist (when an audit guide is not available):

### The Auditee Responsibilities

- Financial statements for the federal program that include, at a minimum, a schedule of federal expenditures of federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule.
- Summary schedule of prior audit findings.
- Audit findings follow-up.

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- Corrective action plan.

#### The Auditor Responsibilities

- Perform an audit in accordance with GAGAS.
- Obtain an understanding of internal controls and perform tests of internal controls over the federal program.
- Perform procedures to determine that the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on the federal program.
- Follow up on prior audit findings and perform procedures to assess the reasonableness of the summary schedule of prior audit findings.
- Report on audit findings.
- Issue the following reports:
  - (i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is/are presented fairly in all material respects in accordance with the stated accounting policies;
  - (ii) A report on internal control related to the Federal program, which must describe the scope of testing of internal control and the results of the tests;
  - (iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on the Federal program; and
  - (iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program.

In certain instances, a Yellow Book report on compliance and on internal control over financial reporting with appropriate report modifications for a program-specific audit may be required.

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## U-III THE COUNTY'S FUNDING SOURCES

The Delaware County Department of Human Services funds its human services programs primarily by the pass-through of funding received from the Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP). Auditors of subrecipient organizations should become familiar with the DHS Single Audit Supplement, Pennsylvania Code Title 55, the Bureau of Drug and Alcohol Fiscal Manual and the Pennsylvania Department of Health Audit Requirements.

### A. Pennsylvania Department of Human Services (DHS) Audit Guidelines

***DHS requires the County to be responsible for ensuring that its subrecipients/ subcontractors are audited in accordance with the Yellow Book and, when appropriate, with the Single Audit Act and the Uniform Guidance. The County manages its subrecipient organization audits by contract.***

A Single Audit or program-specific audit in accordance with the Uniform Guidance is acceptable from any entity required to have one. However, the County may require an audit in accordance with Generally Accepted Government Auditing Standards even when expenditures do not exceed the Single Audit threshold.

DHS issues an Administrative Bulletin annually for the purpose of updating and releasing its Single Audit Supplement. Independent auditors of programs funded via DHS either directly or as pass-through funds are responsible for reviewing and implementing the procedures contained in the Single Audit Supplement. Accordingly, the County herewith passes down all applicable sections of the DHS Single Audit Supplement to its subrecipients who receive DHS funds passed through the County. DHS includes the Single Audit Supplement on the DHS website:

<http://www.dhs.state.pa.us/publications/index.htm>

The Single Audit Supplement contains Common Requirements representing compliance requirements applicable to all programs funded through DHS. It also provides compliance requirements specific to DHS funded programs. It specifies certain suggested audit procedures that are applicable to subrecipients of service. The Single Audit Supplement is not intended to supersede federal or Commonwealth of Pennsylvania policy, nor is it intended to serve as an all-inclusive audit manual or to supplant the auditor's judgment concerning the audit work required. The DHS Audit Supplement also follows the Uniform Guidance regarding the determination of major programs. Activities are governed by PA Code Regulations: Title 55.

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The Bureau of Financial Operations plans, organizes, directs, and controls financial support within the Pennsylvania Department of Human Services. These activities include the resolution of audits, providing technical support on county and subrecipient human services programs and conducting performance audits and reviews of DHS-funded programs. BFO's Audit Resolution Section manages and reviews DHS's subrecipient audits from counties and non-profit agencies and these audits can become the basis for any audit adjustments to the contracts and grants.

## **B. Pennsylvania Department of Drug and Alcohol Audit Guidelines**

The Pennsylvania Department of Drug and Alcohol was formerly administered under the Department of Health. In 2012, it became a department in its own right.

The audit requirements for DDAP funded contracts are incorporated by reference to its funding requirements. DDAP's audit requirements were last revised in July 2015. The Department has also published a Fiscal Manual, which covers the period July 2015 through June 2020.

DDAP subscribes to the federally mandated audit requirements for contracts that are federally funded. Accordingly, if total federal awards of \$750,000 or more received either directly from the federal government or indirectly from a recipient of federal funds are expended during the organization's fiscal year, an audit in accordance with the provisions of the Uniform Guidance is required. This requirement is stipulated regardless of the amount of state funds expended.

DDAP mandates performance of a financial audit made in accordance with the provisions of GAGAS for any contract if less than \$750,000 of federal funds but more than \$500,000 of state funds are expended during the state fiscal year (July 1 - June 30).

Unless stated otherwise in the contract, DDAP does not require an audit if:

- The organization expends less than \$500,000 of state funds under the contract during the state fiscal year and expends less than \$750,000 in federal awards received from all sources during its fiscal year; or
- All contract funds are received on a strictly fee-for-service basis.

Even if the recipient organization is not required to have an audit performed, it is required to maintain auditable records of federal, state, and county awards and expenditures and to provide access to its records by federal, state, and county agencies or their designees.

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**SUPPLEMENTARY FINANCIAL SCHEDULES  
AND AGREED-UPON PROCEDURES REPORT**

Whenever Delaware County Human Services awards are passed down to subrecipient organizations, the recipient organizations are required to submit supplementary financial schedules to the County. The supplemental financial schedules should be considered an integral part of the subrecipient's audit package. The supplemental financial schedule required under Appendix U Exhibit A identifies all revenue support received by the subrecipient organization from Delaware County Human Services and reconciles that information to the total of all revenue reported by the subrecipient organization in its audited financial statements for that period. This schedule is to be accompanied by an auditor's report on additional information accompanying the basic financial statements.

An illustrative presentation of the format of the supplementary financial schedule report on additional information is presented below.

**A. Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A)**

EXAMPLE – Report on Reconciliation of Support Received

**INDEPENDENT AUDITOR'S REPORT  
ON ADDITIONAL INFORMATION**

To \_\_\_\_\_

We have audited the financial statements of \_\_\_\_\_ as of and for the year ended June 30, \_\_\_\_, and have issued our report thereon dated \_\_\_\_\_, which contained (an unqualified opinion) on those financial statements. Our report was performed for the purpose of forming an opinion on the financial statements as a whole. The Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A) is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Auditor's Signature

Date of report on the basic financial statements.

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\_\_\_\_\_  
 (NAME OF SUBRECIPIENT ORGANIZATION)  
 RECONCILIATION OF SUPPORT RECEIVED FROM  
 DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
 YEAR ENDED JUNE 30, \_\_\_\_\_

Revenue recognized as support received from Delaware County  
 (indicate by Delaware County Program):

	<u>Federal</u>	<u>State and Local</u>	<u>Other</u>	<u>Total</u>
Mental Health	_____	_____	_____	_____
Intellectual and Developmental Disabilities	_____	_____	_____	_____
Early Intervention	_____	_____	_____	_____
Drug and Alcohol	_____	_____	_____	_____
Adult and Family Services	_____	_____	_____	_____
Children & Youth Services	_____	_____	_____	_____
Juvenile Probation	_____	_____	_____	_____
 Total	 _____	 _____	 _____	 _____
Other revenue recognized	_____	_____	_____	_____
Total revenue recognized	_____	_____	_____	_____

Note: Total revenue should be reconcilable to the audited financial statements of the subrecipient organization.



NOTIFICATION OF SINGLE AUDIT STATUS

This is to certify that \_\_\_\_\_ (subrecipient organization) is subject to compliance with the item marked below for the Fiscal Year Ending \_\_\_\_\_ (Last Day of Entity Fiscal Year):

- The Organization Expended \$750,000 or more in federal financial assistance during the fiscal year ended \_\_\_\_\_. We understand that a copy of our Single Audit Report must be submitted to Delaware County Department of Human Services within the earlier of 30 days after completion of the audit, or nine months after the end of the fiscal year.
- The Organization expended \$750,000 or more in federal financial assistance on **a single federal program**, therefore we have elected to have a program-specific audit of the contract in lieu of a single audit. We understand that a copy of our program-specific audit must be submitted to Delaware County Department of Human Services within the earlier of 30 days after completion of the program audit, or nine months after the end of the audit period.
- The Organization expended total federal financial assistance of less than \$750,000 during the fiscal year ended \_\_\_\_\_, therefore it is exempt with respect to filing a Single Audit Report for that year. We understand however, that we may be asked to provide access to the records we are required to maintain concerning such federal assistance. (Submit page 2 within nine months after the end of the fiscal year.)
- The Organization is a for-profit organization and is therefore not subject to the requirements of the Uniform Guidance. (Submit page 2 within nine months after the end of the fiscal year.)

We understand that a copy of the applicable report must be submitted by the required deadline to:

Human Services Accountant  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082

We further understand that our failure to submit any applicable report(s) by the required deadline may result in the suspension of payments or prevent the award of future grants.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official

**AUDIT STATUS NOTIFICATION LETTER**  
(Required for Subrecipient Organizations claiming exemption from audit submission requirements)

Please complete the following information, sign after the statement below, and fax it to 610-713-2326. The form is due to the Delaware County Department of Human Services within nine months after the end of the subrecipient organization's fiscal year.

Subrecipient Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Fiscal Year Ended (month/date/year): \_\_\_\_\_

Agency Contact Person (Name, Title, Phone #): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the Subrecipient Organization identified above expended less than \$750,000 in federal awards from all funding sources for the fiscal year ended \_\_\_\_\_ or is a for-profit organization. I also certify that (**CHECK ONE**):

- The Subrecipient organization's financial statement audit did not include any disclosures related to current or prior years that could negatively impact Delaware County-funded programs (including, but not limited to, fraud, going concern uncertainties, financial statement misstatements and violations of contract and grant provisions), or
- A financial statement audit has not been conducted for the above-mentioned fiscal year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title  
(Financial Director or Designee)

\_\_\_\_\_  
Date

APPENDIX U EXHIBIT C

DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
SUBRECIPIENT REQUEST FOR EXTENSION  
RELATED TO SUBMISSION OF AUDITED FINANCIAL STATEMENTS

Subrecipient  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fiscal Year Ended: \_\_\_\_\_  
Name of Subrecipient Organization Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

Subrecipient requests an extension of the due date for report submission until \_\_\_\_\_.

Explanation and Justification:

\_\_\_\_\_  
Signature and Title Date

Submit this request by mail, or fax to:

Mail: Delaware County Department of Human Services  
Attention: Human Services Accountant  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082

Fax: Attention: Human Services Accountant  
610-713-2326

**FOR USE BY DELAWARE COUNTY**

\_\_\_\_ Request Approved  
\_\_\_\_ Request Not Approved

By: \_\_\_\_\_  
Delaware County Department of Human Services Date

APPENDIX U

### HEALTHCHOICES REINVESTMENT PLAN PRIORITY

County DELAWARE

Reinvestment Plan from contract year 2022 Date of  
Submission 12/15/2023, 12/23/23

Name of Service Merion Trace (Name/Location of the program) Full Care Community  
Residential Rehabilitation Relocation - Revised

New Plan \_\_\_\_\_ Continuation Plan \_\_\_\_\_ Amended Plan X

**Reinvestment Service or Program – (check all categories that apply)**

<b>In-Plan Start-up</b> _____
TOTAL Reinvestment \$ Requested: _____

<i>Non-Medical Only</i> <u>X</u> _____
TOTAL Reinvestment \$ Requested: <u>3,241,260</u>

<b>Supplemental – In Lieu of</b> _____ Approved _____ Procedure Code _____ Newly Proposed _____
Budget a. Clinical/Operating \$ _____ Budget b. One-time costs \$ _____
TOTAL Reinvestment \$ Requested: _____

<b>Supplemental – In Addition to</b> _____
Budget a. Clinical/Operating \$ _____ Budget b. One-time costs _____
TOTAL Reinvestment \$ Requested: _____

Priority 3 of 7 submitted Year(s) in which funds are to be spent :2024-2026

**Target Population:** (MA eligible target population, population characteristics, number people served annually)

The target population for this plan is the residents of the existing Merion Trace Full Care Community Residential Rehabilitation (CRR) program which is currently located in Upper Darby. The program will maintain capacity for 26 adult MA eligible, Delaware County residents. The relocation will prioritize the adult residents who are currently sharing a one-bedroom apartment at Merion Trace and individuals on the waiting list who are unable to pass property management criminal background checks. The program will also target individuals who are assessed to need a full care CRR level of care but who have been reluctant to live at the current location. The anticipated length of stay for this program will remain at two years which is in line with other Delaware County Community Residential Rehabilitation programs.

July 2013

Appendix N  
Attachment 3

As a result of the relocation the program expects to increase the number of individuals served to 30-35 residents annually.

**Description of Program or Service:** (Describe program, for: In-Plan start up- under one year. Indicate service is to be licensed; Supplemental In-Lieu of- why service is a cost-effective alternative, staffing FTEs/qualifications; Children's Supplemental requires BHRS program exception application; Supplemental- In Addition to – why expected to be cost effective or appropriate but not cost effective, staffing FTEs/qualifications; and Non-Medical Only- used when all costs are non-medical)

Once the provider identifies a new location the provider will apply for another Community Residential Rehabilitation license for this new site. The relocation will allow each adult to have the privacy of his/her own bedroom. Once the program relocates the Merion Trace Full Care Community Residential Rehabilitation program will continue to assist individuals with severe and persistent mental illness with developing the skills necessary to live independently. The agency does not anticipate needing additional staff to accommodate the increase in the number of one- and two-bedroom apartments, given that they will be purchasing a building to house those apartments. The program will continue to maintain staff 24 hours per day, 7 days per week. Staff will continue to have access to supervisors 24 hours per day. The projected length of stay in this program will remain at approximately 2 years, however the length of stay will continue to vary based on the needs of each individual. The Community Residential Rehabilitation staff will coordinate with the individual's case manager to ensure that all appropriate treatment and recovery services remain in place during the relocation.

**Description of Fund Expenditures:** (Narrative identifying major budgeted items for clinical and operating expenses and total costs. Identify on-going funding source for program/services. Provide Attachment 5 information as applicable).

Delaware County Office of Mental Health is re-submitting this plan due to the receipt of the actual budget from the provider. The budget was significantly higher than the original estimated budget. The Office of Mental Health is requesting a re-consideration of this plan with an adjusted budget. A site has not yet been identified, however the options available were used to inform this budget. The provider will be required to abide by all County codes rules and regulations, and the Program Standards and Requirements Appendix N - HealthChoices Behavioral Health Program Requirements for County Reinvestment Plans.

This program will be sustained through County Block Grant funds.

### Holcomb Behavioral Health Systems Relocation of Merion Trace Full Care CRR

#### Expenses

Mileage Reimbursement	8,400
<b>Total Personnel &amp; Contracting Costs</b>	<b>8,400</b>
Telephone	20,000
Insurance	6,000

July 2013

Appendix N  
Attachment 3

Licenses and Fees	30,000
	<hr/>
<b>Total Operating Costs</b>	<b>56,000</b>
Information Technology	24,000
Furnishing and Equipment	30,000
Repairs and Maintenance	300,000
Property Purchase	2,499,000
Utilities	4,200
Medical Supply and Equipment	10,000
Program Activity	<hr/> 15,000
<b>Total Direct Costs</b>	<b>2,882,200</b>
Admin Allocation	294,660
<b>Total Allocations</b>	<hr/> 294,660
<b>Total Expense with Allocation</b>	<b>3,241,260</b>

Clinical Costs\* – Narrative and major budgeted items, includes personnel and benefits  
The provider has not requested additional staffing for this program change. The current program is scatter site, if the provider is able to purchase a building, the need for staffing will not be increased.

Operating Costs\*\* – Narrative and major budgeted items, includes operating incurred during normal business, rent, travel, telephone, office supplies, etc.

Operating costs include what is needed to increase the number of bedrooms and provide necessary support for individuals.

Facility or land Purchase or Renovation: (Attachment 5: Summarize what is being purchased/renovated and ownership arrangement including who owns title. Indicate agreement for disposal of assets upon sale.)

This budget is for the purchase of a new building. If the provider is unable to purchase a building and is

renting in an existing building, the program will re-submit the budget with any changes. Purchase of a building will allow the provider to decide what the rental requirements are, thus decreasing the barrier to admission due to history of justice involvement, credit issues, or evictions. The provider will be required to abide by all County codes rules and regulations, and all aspects of the HealthChoices Program Standards and Requirements Appendix N - HealthChoices Behavioral Health Program Requirements for County Reinvestment Plans.

Fixed Assets: (Identify fixed assets to be purchased - vehicles, computers, furniture, equipment, etc. Indicate County Code for purchasing will be followed for items requiring competitive bid. See Attachment 5, if applicable.)

Fixed Assets include the cost of outfitting an additional 13 apartments with both Kitchen and Living room furnishings.

**Data Analysis and Expected Outcomes:** (Identify number of HC members in target population, describe unmet or under-met needs, what is expected to be achieved by the service and data to be collected to measure outcomes. For Supplemental In-Lieu of services identify the service from which cost offsets will be achieved.)

The Office of Mental Health currently has 46 individuals on our housing waiting list. More than 50% of the individuals waiting need a full care level of care. The individuals waiting are not able to utilize the current five vacancies at Merion Trace because they are unable to pass the property management's criminal background check and/or because they're opposed to sharing a bedroom with another person. With the relocation of this full care Community Rehabilitation Residential Program the adult residents have his/her own bedroom, and the criminal background check will not create a barrier. Data collected will include the expected decrease in the number of individuals on the wait list for a full care Community Rehabilitation Residential program and a decrease in the number of vacancies at Merion Trace.

**Stakeholder Involvement in Decision Making:** (Stakeholder participation summarized and demonstrated support)

Delaware County Stakeholders are involved at all levels of program/service development. Stakeholders are given the opportunity to identify gaps in the County service system and to make suggestions on which services/programs will meet the needs of the un/underserved.

Stakeholders have identified the gap in in the need for Full Care Community Residential Programs, specifically Full Care Community Residential Programs that provide single bedrooms for the adults and for full care programs which can accept individuals who may not be able to pass a criminal background check.

These gaps have resulted in wait lists for this level of care and low utilization of the existing capacity of Merion Trace's full care Community Rehabilitation Residential Program. With the relocation of this existing Full Care Community Rehabilitation Residential Program the provider will have the ability to maximize its capacity and the County will have the ability to decrease the wait list for this level of care.

## INVOICING SUBMISSION REQUIREMENTS

Per your preference, invoices may be sent via mail **OR** email as follows:

Invoices submitted via mail to:

Accounts Payable Department  
Department of Human Services Administration  
20 South 69<sup>th</sup> Street, 4<sup>TH</sup> Floor  
Upper Darby, PA 19082

Invoices submitted electronically to:

Delcohsa\_ap@delcohsa.org

***\*NOTE: TO AVOID DUPLICATION DO NOT SEND THE INVOICE IN BOTH FORMATS AND DO NOT COPY OTHER INDIVIDUALS***

### Basic Invoice Requirements

- All invoices must be signed, dated and include a unique invoice number as well as the County Program Office and Program Name
- All invoices must include a coversheet if client specific data is included (See sample attached of both Fee for Service & Cost Reimbursement invoice coversheets)
- All invoices must include detail to support amount due – as per directed / mandated by your Assigned Program / Fiscal County Staff

### Additional Electronic Submission Requirements

- Submit invoices separately, one email for each invoice
- Invoice must be in PDF format only; any other format will be rejected by Accounts Payable
- Email subject line must include your Agency's name, County Program / Program name for which the invoice is being submitted, Invoice #, Invoice Date and Invoice amount

## APPENDIX AA



COST REIMBURSEMENT INVOICE COVER SHEET

**((Provider letterhead, address, etc))**

**To: Accounts Payable  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082**

DHS PROGRAM OFFICE: \_\_\_\_\_

PROGRAM NAME: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

INVOICE # \_\_\_\_\_

SERVICE MONTH: \_\_\_\_\_

INVOICE AMOUNT: \$ \_\_\_\_\_

((Signature))  
((Title))

**APPENDIX AA**



## DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES HIPAA BUSINESS ASSOCIATE AGREEMENT

**WHEREAS**, the Delaware County Department of Human Services (Covered Entity) and Provider (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa.C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, 42 C.F.R. §§ 431.301-431,302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with the Agreement and the standards established by applicable laws and agency guidance.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this BAA and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

**NOW, THEREFORE**, Covered Entity and Business Associate agree as follows:

### 1. Definitions.

- A. "Agreement" shall mean all agreements between the parties pursuant to which Business Associate provides services to the Covered Entity under which it receives PHI from Covered Entity.
- B. "BAA" shall mean this Business Associate Agreement.
- C. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- D. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- E. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA, the HITECH Act and applicable regulations and agency guidance, limited that which relates to or arises from the Agreement.
- G. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.

### APPENDIX CC

- H. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH regulations and agency guidance or as otherwise defined in the HITECH Act.
- I. The following terms used in this BAA shall have the meaning given to such terms under HIPAA, the HITECH Act and applicable regulations and agency guidance: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**2. Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement.

**NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.**

**3. BUSINESS ASSOCIATE OBLIGATIONS:**

- A. **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law and agency guidance.
- B. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable Minimum Necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance. Such safeguards shall include, without limitation, a reasonable security risk assessment and mitigation process, pursuant to which it prepares written reports. Business Associate shall provide to Covered Entity a copy of Business Associate's current risk assessment and mitigation report or reports upon request.
- C. **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to HIPAA Compliance Officer at 20 S. 69<sup>th</sup> Street, Upper Darby, PA 19082, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- D. **Reports Of Security Incidents.** In addition to following the breach notification requirements in section 13402 of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to HIPAA Compliance Officer at 20 S. 69<sup>th</sup> Street, Upper Darby, PA 19082, within two (2) days of discovery any Security Incident of which it becomes aware.
- E. **Breach Notification and Indemnification.** Upon the occurrence of any incident requiring notice under Subsection 3.C or 3.D of this BAA, Business Associate shall perform a risk assessment as contemplated by the HIPAA rules and guidance to determine whether the incident resulted in a Breach of Unsecured PHI. Business Associate shall include in the any notice provided to Covered Entity under Subsection

APPENDIX CC

3.C or 3.D of this BAA (i) a summary of such risk assessment and (ii) Business Associate's conclusions with respect thereto sufficient for Covered Entity to determine whether a Breach of Unsecured PHI has occurred and to provide notification to such individuals pursuant to the Breach Notification Rule. Business Associate shall provide Covered Entity with any additional information regarding such incident reasonably requested by Covered Entity to comply with the HIPAA Rules. Covered Entity may elect, at its own discretion, to provide or direct Business Associate to provide the notification to individuals. Within five (5) days after receipt of written notice from Covered Entity, Business Associate shall, at its own cost, provide the notification of a Breach of Unsecured PHI to individuals as required by the Breach Notification Rule and applicable guidance thereunder. In advance of providing such notification, Business Associate shall provide a copy of the proposed notification or notifications to be provided to the individuals and incorporate any reasonable changes thereto requested by Covered Entity. Business Associate shall further comply with all applicable federal and state breach notification requirements. Business Associate shall indemnify the Covered Entity for costs (including, without limitation, costs related to individual notification and reasonable attorneys' fees) associated with any Security Incident or incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under federal or state law and agency guidance which Security Incident or other incident (i) arises from any act or omission of Business Associate or any Subcontractor; or (ii) occurs with respect to any PHI while in the possession, custody or control of Business Associate or any Subcontractor.

- F. **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any Subcontractors or agents, Business Associate shall provide only the Minimum Necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the Subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this BAA.
- G. **Right Of Access To PHI.** At no cost to Covered Entity, Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and provide to him or her a copy of that individual's PHI within ten (10) business days of receiving a written request from the Covered Entity or the individual. Business Associate shall provide PHI to the extent and in the manner required by 45 C.F.R. §164.524 and other applicable federal and state law and agency guidance. If Business Associate maintains an electronic health record, Business Associate must provide the PHI in electronic format if requested. If any individual requests from Business Associate or its agents or Subcontractors access to PHI. Business Associate shall notify Covered Entity of same no less than five (5) days in advance of allowing such individual access to such designated record set. Business Associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.
- H. **Amendment And Incorporation Of Amendments.** At no cost to Covered Entity, within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If any individual requests an amendment from Business Associate or its agents or Subcontractors, Business Associate shall notify

#### APPENDIX CC

Covered Entity no less than five (5) days in advance of responding to incorporating any requested amendment or otherwise responding to such request. .

- I. **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures. Business Associate shall notify Covered Entity of any such request it receives directly from an Individual no less than five (5) days in advance of providing such accounting to the individual.
- J. **Requests For Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.
- K. **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee and/or Covered Entity for purposes of determining compliance with applicable laws and agency guidance.
- L. **Return Or Destruction Of PHI.** At termination of this BAA, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. Upon termination of this BAA, Business Associate shall notify Covered Entity in writing regarding its plans for post-termination treatment of PHI, including without limitation return, destruction or ongoing maintenance of all PHI. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- M. **Maintenance Of PHI.** Notwithstanding Section 3.L of this BAA, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of the BAA and shall continue to maintain the information required under the various documentation requirements of this BAA (such as those in §3(h)) for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- N. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the Privacy Rule, as amended. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or applicable laws and agency guidance.

#### APPENDIX CC

- O. **Term.** The Term of this Agreement shall be effective on the date of execution of the Agreement, and shall terminate on the date of termination of the Agreement between the or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- P. **Termination for Cause.** Notwithstanding any other provision of this BAA or the Agreement to the contrary, Covered Entity shall have the right to terminate this BAA and the Agreement if covered entity determines Business Associate has violated a material term of this BAA and Business Associate has failed to cure such breach within thirty days after written notice from Covered Entity.
- Q. **Failure To Perform Obligations.** In the event Business Associate fails to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable laws and agency guidance. Covered Entity's rights and remedies under this Subsection 3.Q are in addition to, and shall not restrict, limit or abridge, any other rights or remedies of Covered Entity under this BAA or the Agreement.
- P. **Privacy Practices.** Upon execution of this BAA, Business Associate shall provide to Covered Entity a copy of its Notice of Privacy Practices and other forms that Business Associate intends to utilize with respect to individuals under the Agreement. Business Associate shall incorporate any changes thereto reasonably requested by Covered Entity. Business Associate shall promptly utilize any related forms or notices relating to compliance with the HIPAA Rules and guidance as directed by Covered Entity. Covered Entity retains the right make reasonable changes to such forms The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

#### 4. OBLIGATIONS OF COVERED ENTITY:

- A. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the Notice of Privacy Practices that the Covered Entity produces in accordance with applicable law and agency guidance as well as changes to such notice.
- B. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

## FEDERAL AWARDS

The following information is provided pursuant to the requirements of 2 CFR § 200

CONTRACTOR's registered name for DUNS \_\_\_\_\_

CONTRACTOR'S DUNS number \_\_\_\_\_

CONTRACTOR'S UNIQUE ENTITY IDENTIFIER \_\_\_\_\_

The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. This number may be obtained by telephone (866-705-5711) or via the Internet (<http://fedgov.dnb.com/webform>). (See 2 CFR, Part 200, Subpart A, §200.32)

Federal Award Identification Number \_\_\_\_\_

Date of Federal Award \_\_\_\_\_

The date when the Federal award is signed by the authorized official of the Federal awarding agency. (See 2 CFR, Part 200, Subpart A, §200.39)

Start and end date for performance \_\_\_\_\_

The period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal Award. (See 2 CFR, Part 200, Subpart A, §200.77)

Amount of Federal Award obligated to Provider \_\_\_\_\_

Total amount of Federal Award \_\_\_\_\_

Project Description \_\_\_\_\_

A brief summary of the statutory or regulatory requirements of the program and its intended outcome and should align with the strategic goals and objectives within the Federal Awarding Agency's Performance Plan

Federal Awarding Agency \_\_\_\_\_

Contact information for awarding agency \_\_\_\_\_

Pass-through entity DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES

Catalog of Federal Domestic Assistance (CFDA) Number \_\_\_\_\_

CFDA Name \_\_\_\_\_

Is this award for research and development? YES \_\_\_\_\_ NO \_\_\_\_\_

Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Development is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. (See 2 CFR, Part 200, Subpart A, §200.87)

Indirect Cost Rate \_\_\_\_\_

For nonprofit organizations, the costs of activities performed by the non-Federal entity primarily as a service to members, clients, or the general public when significant and necessary to the non-Federal entity's mission must be treated as direct costs whether or not allowable and be allocated an equitable share of indirect (facilities and administrative (F&A)) costs. Indirect (F&A) costs mean those costs incurred for a common or joint purpose benefitting more than one cost objective. (See 2 CFR, Part 200, Subpart A, §200.56)

### APPENDIX DD



## CHILD PROTECTIVE SERVICES

All Providers and Contractors must comply with all of the requirements of 23 PA. C.S. Chapter 63. The Child Protective Service Law.

Please note that Delaware County requires that a new Certification of Compliance as required under CPSL Section 6344 must be obtained every Thirty-Six (36) months

The Child Protective Services Law (CPSL) was passed by the Pennsylvania legislature and signed into law by the Governor in 2014. Please review the amended requirements in Chapter 63, Title 23 (go to [www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM](http://www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM)) to assure that you and/or your agency are in full compliance.

The summary below is a partial listing and is not intended to take the place of your full review of the statute or your participation in training for mandated reporters.

Required documentation for new hires: any employee who begins employment with a new agency, institution, organization or other entity that is responsible for the care, supervision, guidance or control of children is required to have the three clearances as outlined by The Child Protective Services Law, Section 6344. The employer is required to maintain copies of the documents and produce them as requested. These are:

- Report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to the applicant;
- Certification from the Pennsylvania Department of Human Services that the applicant is not named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of an Indicated or Founded report of child abuse;
- Report of Federal criminal history record information, to include fingerprint submission to the Federal Bureau of Investigation indicating that the applicant is not disqualified from obtaining employment in a childcare position.

As of January 2, 2020, provisional hires are not permitted as mandated by Act 47 of 2019 and employees must obtain all three clearances prior to the beginning of employment. The Pennsylvania Department of Human Services is authorized to grant waivers for provisional hires for 45 days upon request from child day care centers, group day care homes and family day care homes providing that certain conditions are met.

Required documentation for current staff, volunteers and foster parents: Employees and volunteers who have contact with children, prospective adoptive parents, foster parents and school employees are required to obtain new clearances (certification and criminal record checks as described above) every three years.

Written notification of new arrest, conviction or substantiated child abuse: If an employee, foster parent or volunteer subject to the CPSL is arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity or service, or is named as a perpetrator in a founded or indicated report, the employee, foster parent or volunteer shall provide the administrator or designee of their agency with written notice not later than 72 hours after the arrest, conviction or notification that the person has been named in the Statewide database.

Requirement for training on child abuse recognition and reporting: The following persons are required to meet new training requirements: Operators of institutions, facilities and agencies, which care for children, their employees who have direct contact with children, foster parents, and caregivers in family daycare homes. The persons listed above must participate in three hours of training, which is approved by the Pennsylvania Department of Human Services prior to the issuance of a license, approval or registration certificate, and three hours of approved training every five years thereafter. New employees and new foster parents shall receive three hours of approved training within 90 days of hire or approval as a foster parent. Free on-line training is available from the Pennsylvania Child Welfare Resource Center. Go to [www.reportabusepa.pitt.edu](http://www.reportabusepa.pitt.edu). Check with your licensing entity to learn about other training that will meet your agency's training requirements.

All professionally licensed persons are required to submit documentation to their licensing board of completion of at least three hours of approved child abuse recognition and reporting training when applying for renewal or a new license. See your professional board information with the Pennsylvania Department of State website or your professional organization for information about the requirements for particular professional licenses.

Please have the following information available upon request from the County of Delaware to verify your compliance with the above regulations:

1. A copy of your professional license
2. Copies of your three certifications
3. A copy of a certificate showing that you have completed three hours of State approved training on Child abuse Recognition and Reporting

***Please note that Delaware County requires that a new  
Certifications of Compliance as required under CPSL Section 6344  
must be obtained every Thirty-Six (36) months***

## MEDICAL MARIJUANA PROHIBITION

The Contractor may not use federal funds directly or indirectly to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. See e.g. 45 C.F.R § 75.300(a) requiring The Department of Health and Human Services (HHS) to “ensure that Federal funding is expended... in full accordance with U.S. statutory ... requirements” and 21 U.S.C §§ 812(c) and 841 prohibiting the possession, manufacture, sale, purchase or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration (DEA) and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

**Guidelines for Reinvestment Plans that Provide for  
Costs for Facility or Real Estate Purchase, Renovation or Purchase of Fixed  
Assets**

As required by Appendix N, Attachment 5, dated July 1, 2014, and promulgated by the Pennsylvania Office of Mental Health and Substance Abuse Services, County and the Provider agree as follows with respect to any Agreement that funds costs under a Reinvestment Plan for facility or real estate purchase, renovation, vehicle acquisition, and/or purchase of fixed assets. These provisions shall survive the term of the contract and be specifically enforceable by the County in order to comply with such Attachment 5.

**1. Be reduced to writing.**

This Agreement contains the writing implementing the provisions required by Attachment 5.

**2. Be targeted to Medical Assistance eligibles with mental health and/or drug and alcohol service needs. For a housing development strategy the eligibles must be included as a priority population for housing services.**

See Appendix X/Z.

**3. Assure that the acquisition or renovation is likely to be used in the HC program for at least five years and be subject to specified disposition requirements.**

Provider hereby represented and warrants that it will operate the facilities described in Appendix X/Z (the "Facilities") in the manner described in Appendix X/Z (the "Program") for at least five (5) years from substantial completion of construction/renovation (the "Minimum Program Term"). Disposition requirements are set forth below.

**4. Identify any related parties and the relationship of the related parties regarding the accomplishment of the reinvestment plan.**

See Appendix X/Z.

**5. Specify ownership rights, use of the facility, and the process for disposition of fixed assets in the event a sale should occur.**

If any assets financed under the Reinvestment Plan are sold (other than a sale of all or substantially all of the Facilities), Section 12 of the Agreement shall apply.

If all or substantially all of the Facilities are sold, or there is a material change in ownership or control of the Provider, the Provider shall either: (i) obtain a binding commitment in writing from such new owner to operate the Facilities as part of the Program for the remainder of the Minimum Program Term and to comply with all other

terms of the Agreement; or (ii) repay to the County all funds provided under the Reinvestment Plan for the Program or Facilities.

**6. In the event of a sale, proceeds from the sale are to be returned to the County HealthChoices program for reinvestment in programs or services for MA eligible members. This provision is not applicable to housing development plans.**

The parties agree to compliance with this provision to the extent that the provision of paragraph 5 above are not applicable.

**7. Specify the accounting method to be used in expensing, depreciating or amortizing costs. This provision is not applicable to housing development plans**

Accounting shall be done on a cash basis.

**8. Require maintenance, repair and insurance of fixed assets. In the case of a facility being purchased for housing, the County should specify the required maintenance and insurance of fixed assets. To ensure a property is maintained, the County or its designee will require or conduct periodic inspections to ensure compliance with HUD's Housing Quality Standards (HQS). Failure of inspection may trigger foreclosure or other actions as specified by the County. The County should be named on the insurance of fixed assets to order for the County to be notified if coverage ceases and failure to maintain insurance of fixed assets can also trigger foreclosure or other action as specified by the County.**

The parties agree to comply with this provision. See Appendix F regarding insurance.

**9. Require competitive bidding or written estimates as required by County Code or prudent business practices.**

The parties agree to comply with this.

**10. Be reviewed and approved by the County Solicitor and/or other appropriate County official (e.g. MH/MR legal counsel) to ensure compliance with these Reinvestment Plan Guidelines and applicable County Code provisions.**

County Solicitor approval was required by County Council in approving the Agreement.

**11. Contain a budget that details the costs associated with the facility renovation or purchase of fixed assets as submitted in the County's reinvestment plan priority. This provision is not applicable to housing development plans**

See Appendix X/Z.

### POLITICAL CONTRIBUTION DISCLOSURE

Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. **Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.**

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor\* has:

  x   **NOT** made any Reportable Contributions.

       made Reportable Contributions as set forth on Schedule A attached hereto.

\*Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.

#### Type of Business Entity

Corporation   x        LLC             Sole Proprietorship             Other:        (describe)

Limited Partnership             Partnership             LLP       

**Certification:** In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: Holcomb Behavioral Health Systems  
By: *Nicole Brown*

Name: Nicole Brown  
Title: Chief Operating Officer  
Date: February 16, 2024

**Exhibit A  
Delaware County  
Political Contribution and 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](mailto: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**

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 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 indicating that 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 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 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 the clauses (1) through (5).

**QUESTIONS**

Questions regarding the Disclosure Form may be directed to [centralpurchasing@co.delaware.pa.us](mailto:centralpurchasing@co.delaware.pa.us).

**Schedule A  
DELAWARE COUNTY**





# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Joan VanHorn, Magisterial District Judges

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval for Commercial Lease Agreement between Dinavel Enterprise and the County of Delaware for a new ten (10) year lease agreement for the Upper Darby District Courts (32-1-33, 32-1-34 and 32-2-51). Rent to be \$309,913.30/ year, \$25,826.10/month, \$28.30/square foot for years 1-5 and \$320,864.30/year, \$26,738.69/month, \$29.30/square foot for the second years 6-10. Additional Rent of \$93,083.50/year, \$7,756.96/month amortized over ten (10) years in equal monthly installments for reimbursement for the Lessor paid fit-out. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01-1867-684-000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$402,996.50 Yearly

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

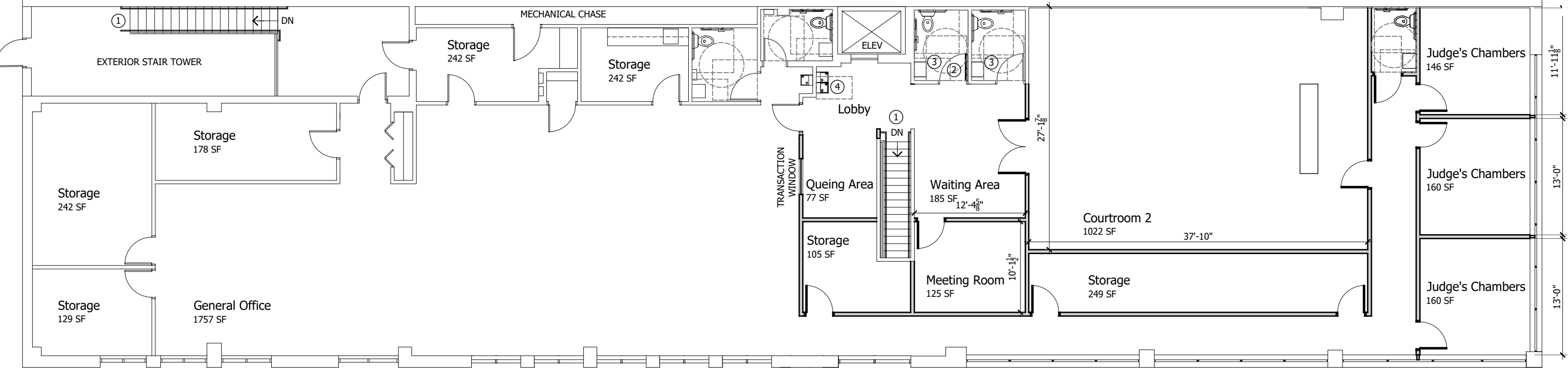
**PURCHASING:**

**GRANTS:**

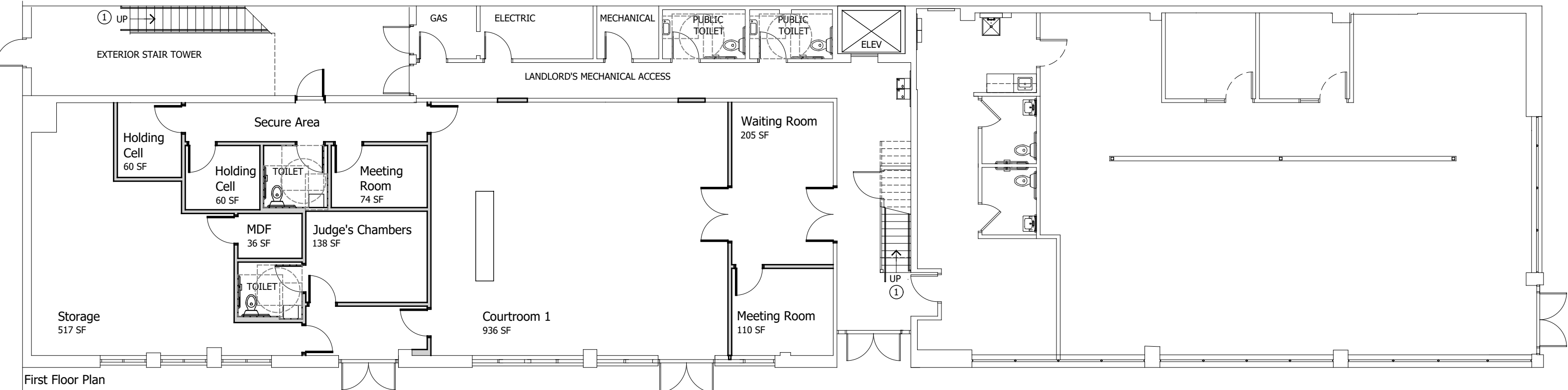
**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[UD Exhibit 2.pdf](#)

UD Exhibit 1.pdf  
delco.dct.ud.2.26.24.pdf



Second Floor Plan  
3/32" = 1'-0"



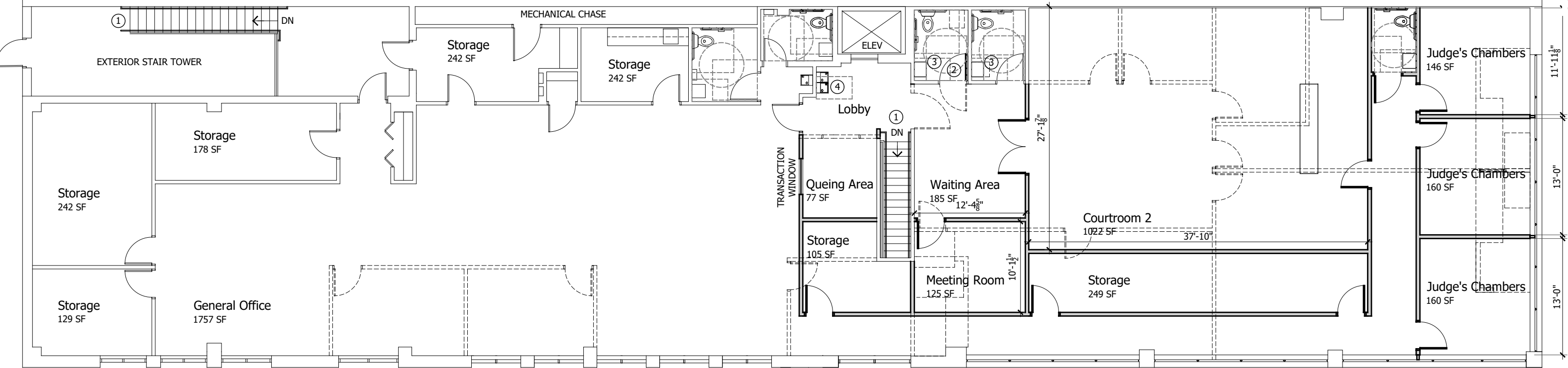
First Floor Plan  
3/32" = 1'-0"

**GAUZZA**  
Architects LLC  
Glenn Gauzza ICC NCARB  
Registered Architect  
4605 West Chester Pike  
Newtown Square PA 19073  
Cell 484.326.9570  
Glenn@GAUZZAarchitects.com

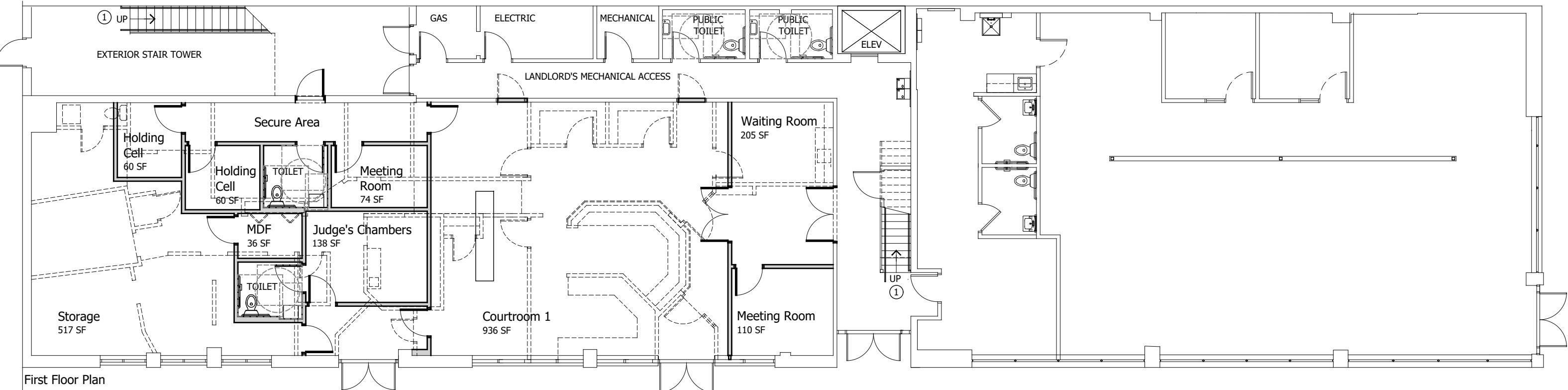
**Plan Key**

1	PROVIDE ADA HANDRAILS AT STAIRS		EXISTING TO REMAIN
2	REVERSE DOOR		EXISTING TO BE REMOVED
3	RELOCATE LAVATORY		NEW PARTITIONS
4	ADD ADA DRINKING FOUNTAIN		

**Proposed Plans for MDJ Courts Upper Darby**  
BARCLAY SQUARE SHOPPING CENTER  
1500-1501 GARRETT ROAD, UPPER DARBY TOWNSHIP, DELAWARE COUNTY, PA  
A MULTI USE PROJECT BY NATIONAL REALTY CORPORATION  
1001 Baltimore Pike, Springfield, PA 19063 (610) 328-1700  
MAY 30, 2023 SCALE 3/32" = 1'-0"



Second Floor Plan  
3/32" = 1'-0"



First Floor Plan  
3/32" = 1'-0"

**GAUZZA**  
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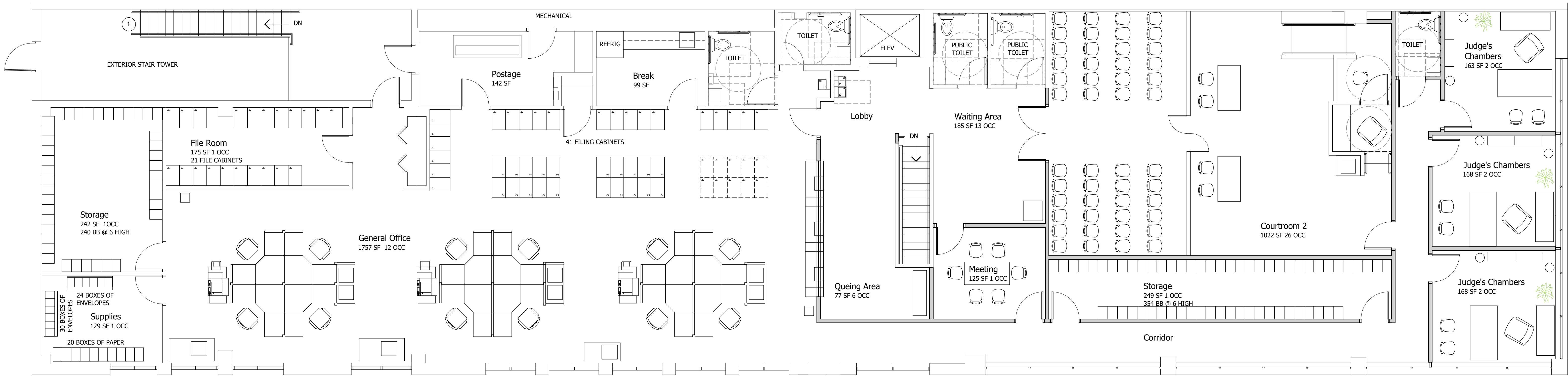
**Plan Key**

1	PROVIDE ADA HANDRAILS AT STAIRS		EXISTING TO REMAIN
2	REVERSE DOOR		EXISTING TO BE REMOVED
3	RELOCATE LAVATORY		NEW PARTITIONS
4	ADD ADA DRINKING FOUNTAIN		

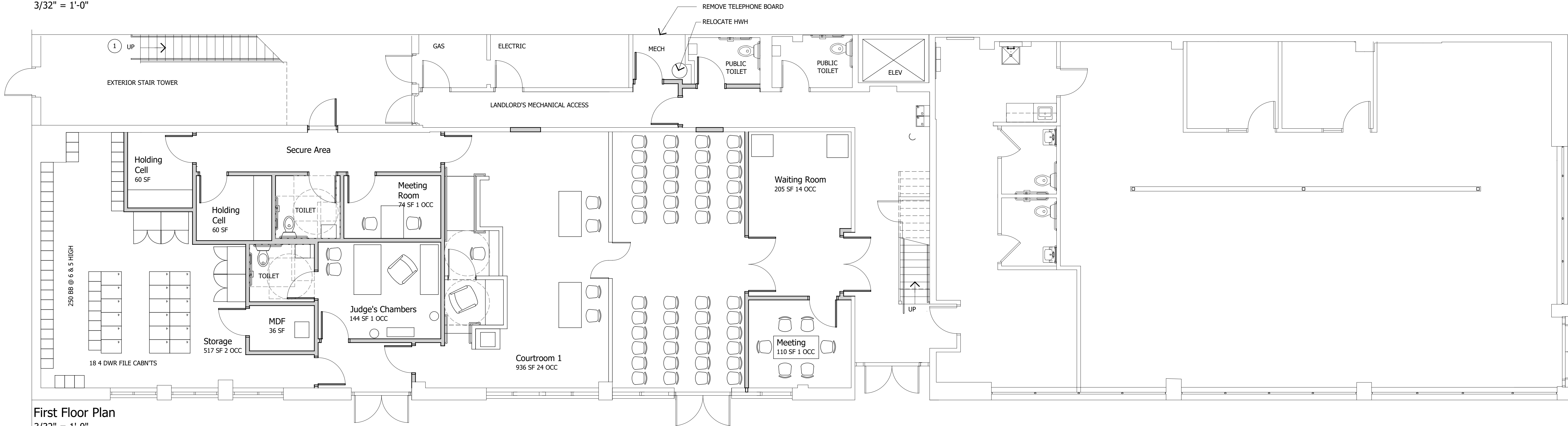
**Proposed Plans for MDJ Courts Upper Darby**

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A MULTI USE PROJECT BY NATIONAL REALTY CORPORATION  
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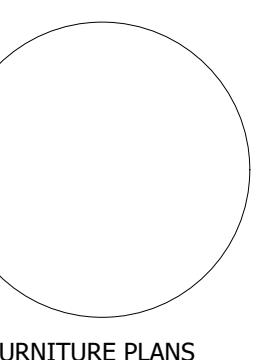
Second Floor Plan  
3/32" = 1'-0"



First Floor Plan  
3/32" = 1'-0"

Proposed Offices & Courtrooms for  
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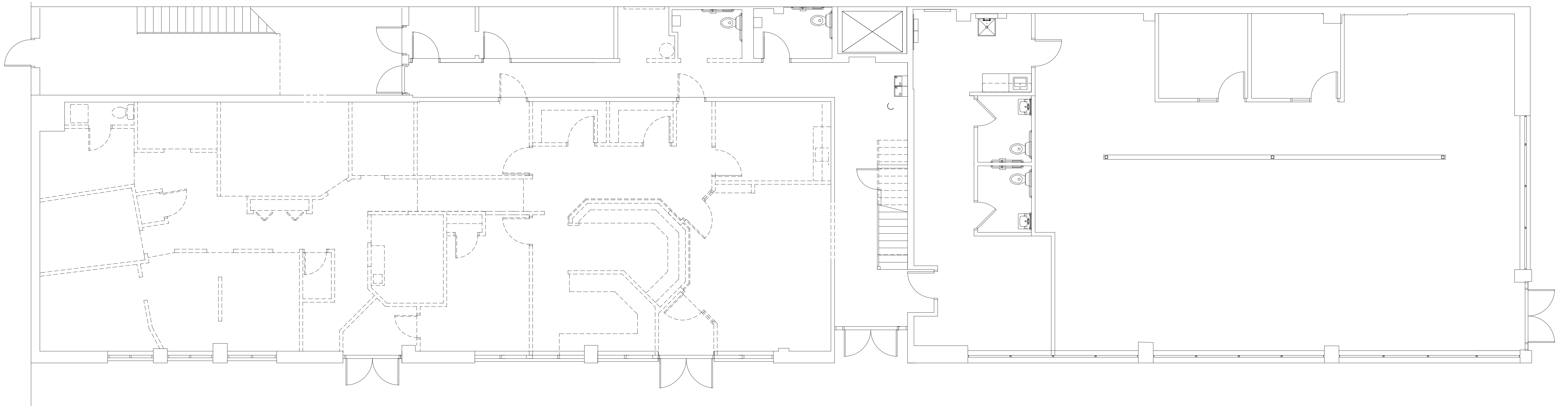
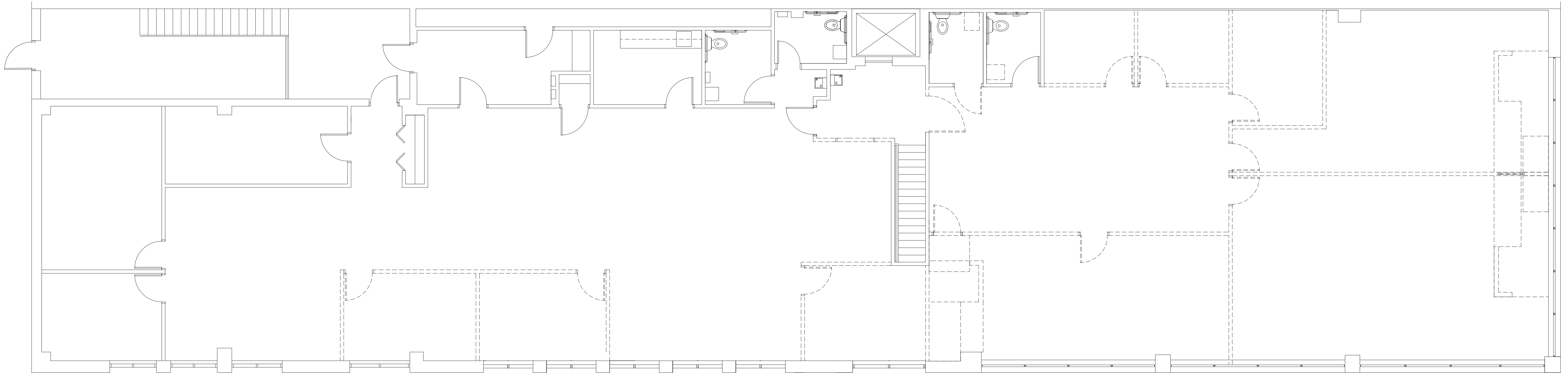
FURNITURE PLANS

SCALE 3/16" = 1'-0"

DATE JULY 21, 2023

ISSUED FOR PRICING

AI101



**Demolition Notes**

THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS.

THE CONTRACTOR SHALL VERIFY ALL CONTROLS, DIMENSIONS, CONDITIONS, METHODS, AND MATERIALS. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE OWNER IN THE EVENT ADJUSTMENTS ARE REQUIRED PRIOR TO PROCEEDING WITH EACH ASPECT OF THE WORK. THE DRAWINGS DO NOT PURPORT TO SHOW ALL CONDITIONS.

THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN SITE AND KEEP ALL PORTIONS OF THE SITE OPEN AND AVAILABLE TO THE OWNER AT ALL TIMES.

THE CONTRACTOR SHALL REMOVE ALL WALLS, DOORS, WINDOWS FIXTURES AND OTHER ITEMS INDICATED TO BE REMOVED, AND SHALL HAUL AWAY ALL DEBRIS.

CAP OR DISCONNECT UTILITY LINES AS REQUIRED. REMOVE EXISTING UTILITY STUB UPS IN FLOOR OR CAP BELOW EXISTING FLOOR AND PATCH AS REQUIRED.

THE CONTRACTOR SHALL PATCH AND REFINISH CEILINGS WALLS FLOORS AND TRIM TO REMAIN. THE CONTRACTOR SHALL PROTECT EXISTING OBJECTS TO REMAIN, AND IN THE EVENT OF DAMAGE, SHALL REPAIR OR REPLACE THE OBJECT AT NO ADDITIONAL COST TO THE OWNER.


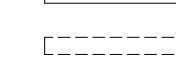
THE CONTRACTOR SHALL USE EVERY MEANS POSSIBLE TO ASSURE THE MINIMUM AMOUNT OF HINDERANCE TO THE OWNER, TENANTS & THEIR OPERATIONS. CARE SHALL BE TAKEN AS TO TIME OF DAY AND CONSIDERATION OF NORMAL WORKING HOURS

REMOVE EXISTING CEILING PANELS, GRIDS AND LIGHT FIXTURES

REMOVE EXISTING FLOOR FINISHES WITHIN WORK AREA

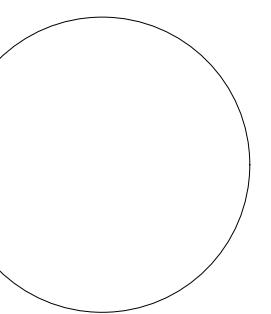
REMOVE EXISTING WIRING WITHIN PARTITIONS AND ABOVE EXISTING CEILING. DISCONNECT CIRCUITS AT EXISTING ELECTRIC PANELS

**Key**

-  EXISTING TO REMAIN
-  EXISTING TO BE REMOVED

**Proposed Offices & Courtrooms for  
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DEMOLITION PLANS

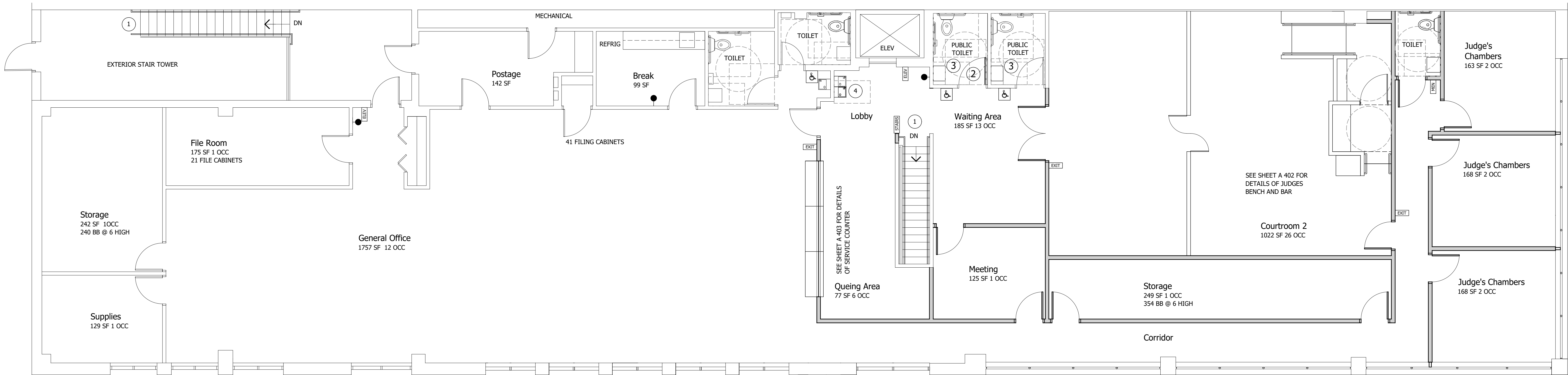
SCALE 3/16" = 1'-0"

DATE JULY 21, 2023

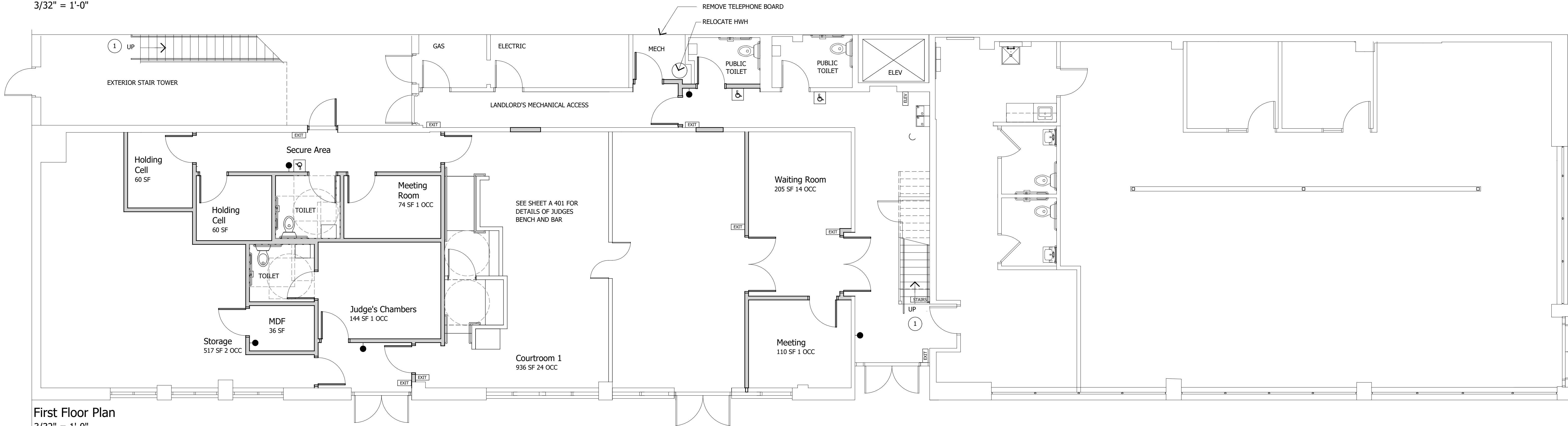
ISSUED FOR PRICING

AD101





Second Floor Plan  
3/32" = 1'-0"



First Floor Plan  
3/32" = 1'-0"

**Note**

DIMENSIONS ARE TO CENTERLINE OF NEW PARTITIONS, AND TO FACE OF EXISTING WALLS UNLESS NOTED OTHERWISE.

**Partition Types**

EXISTING TO REMAIN

TYPICAL: 5/8" TYPE X RATED GWB BOTH SIDES 3625125-30 METAL STUDS @ 16"oc TO 6" ABOVE CEILING. FILL STUD CAVITIES WITH MINERAL FIBER SOUND BATT INSULATION. BRACE BACK TO STRUCTURE, SECURE WALLS OR TRANSITION WALLS AT 48"oc OR AS REQUIRED THICKNESS 4 7/8"

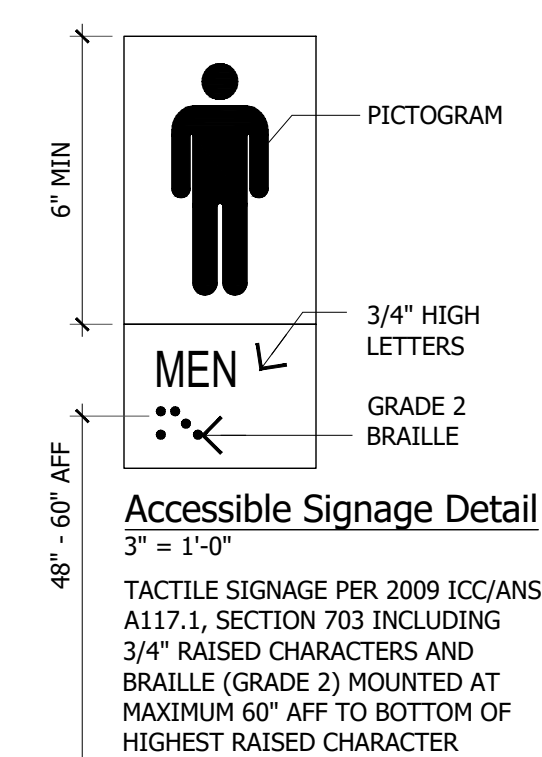
TOILET ROOMS: 5/8" TYPE X RATED ON BOTH SIDES 3625125-30 GALVANIZED METAL STUDS @ 16"oc TO UNDERSIDE OF ROOF DECK. PROVIDE MOISTURE RESISTANT GWB ON TOILET ROOM SIDE. FILL STUD CAVITIES WITH MINERAL FIBER SOUND BATT INSULATION. THICKNESS 4 7/8"

**Plan Key**

- EXISTING TO REMAIN
- EXISTING TO BE REMOVED
- NEW PARTITIONS
- NEW SOLID CORE BIRCH VENEER WOOD DOORS WITH URETHANE FINISH OR AS SCHEDULED IN HOLLOW METAL FRAME. PROVIDE LEVERED HARDWARE IN ACCORDANCE WITH ANSI A 117.1 AND ADAUDG ON ALL DOORS.
- ABC OR CO2 FIRE EXTINGUISHER. IN RECESSED CABINET MOUNTING HEIGHT 48" MAX TO TOP OF EXTINGUISHER. SEE INDICATION FOR EACH TYPE
- ACCESSIBLE SIGNAGE AND LOCATION

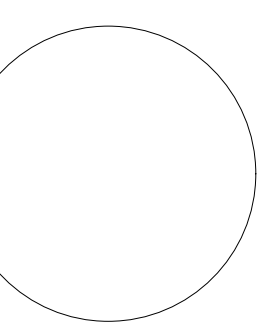
**Plan Notes**

- ① PROVIDE ADA HANDRAILS AT STAIRS
- ② REVERSE DOOR
- ③ RELOCATE LAVATORY
- ④ ADD ADA DRINKING FOUNTAIN



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FLOOR PLANS

SCALE 3/16" = 1'-0"

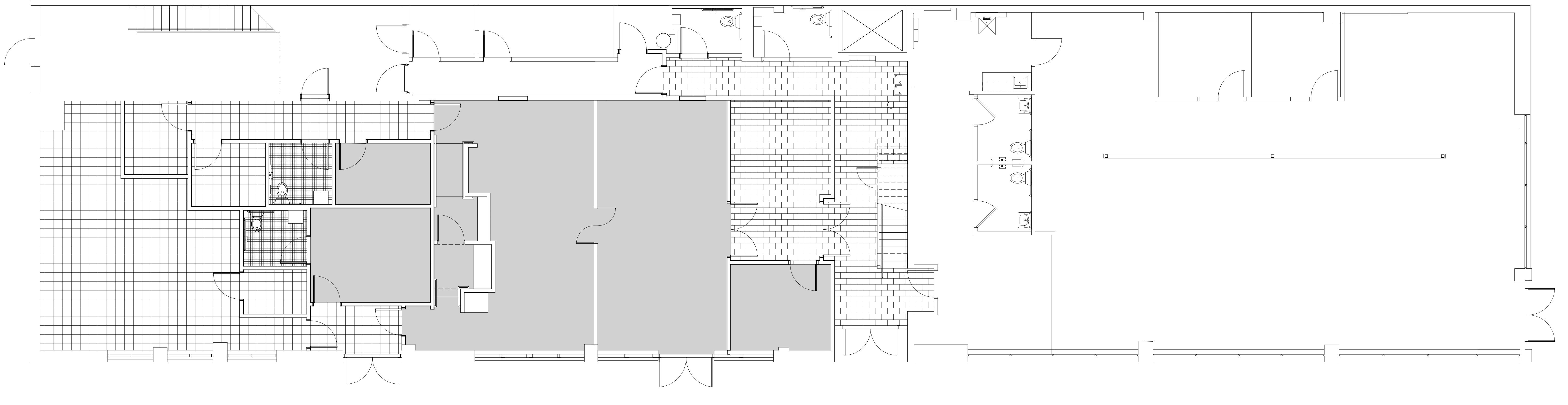
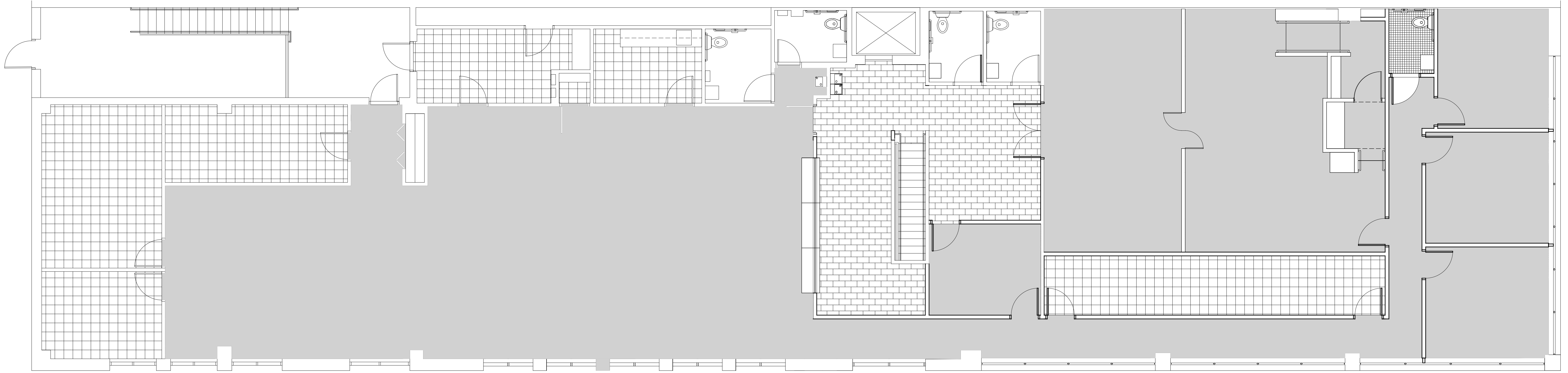
DATE JULY 21, 2023

ISSUED FOR PRICING

A 101







**Key**

- CARPET
- 12" x 12" VCT
- LUXURY VINYL TILE
- CERAMIC TILE: PROVIDE 4" WAINSCOT ALL WALLS, BASE AND ADA THRESHOLD

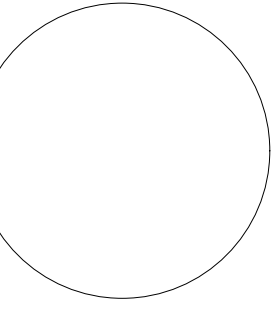
PROVIDE 4" RUBBER BASE AT CARPETED, VINYL TILE AREAS.

LESSOR SHALL PROVIDE TO THE LESSEE SAMPLES OF THE VARIOUS FLOORING MATERIALS LISTED FOR THE LESSEE'S SELECTION OF COLOR, TEXTURE & QUALITY

AREAS WITHOUT DESIGNATION (BLANK) ARE EXISTING TO REMAIN

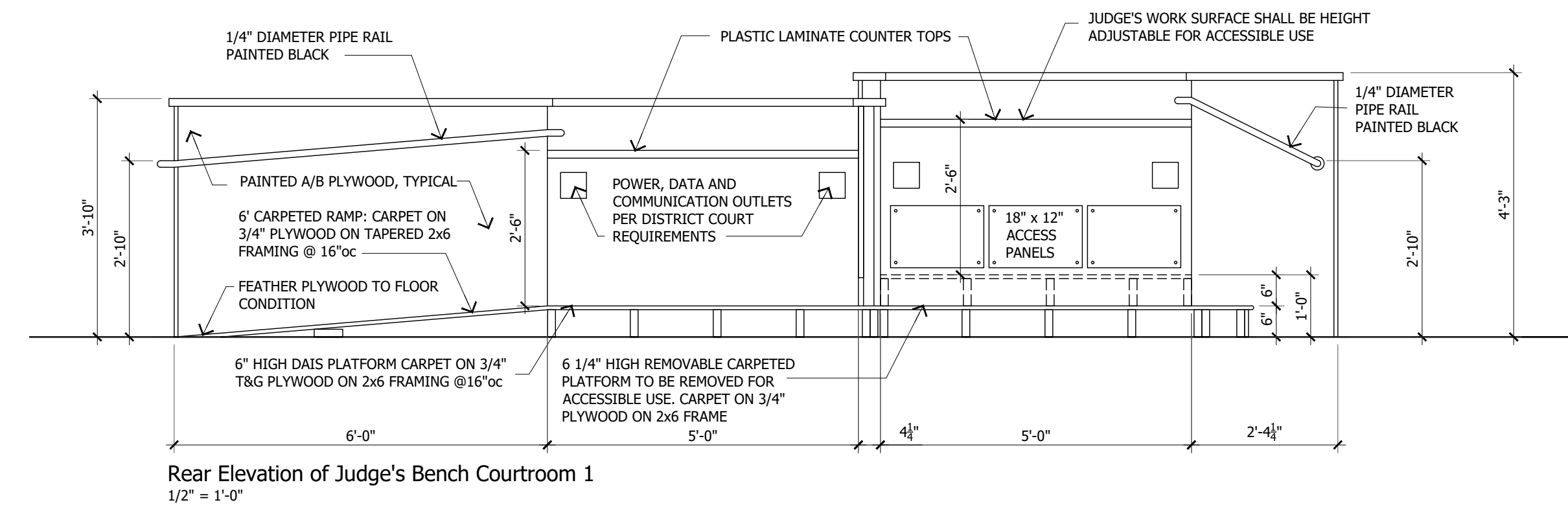
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 Cell 484.326.9570  
 glenn@GAUZZAarchitects.com

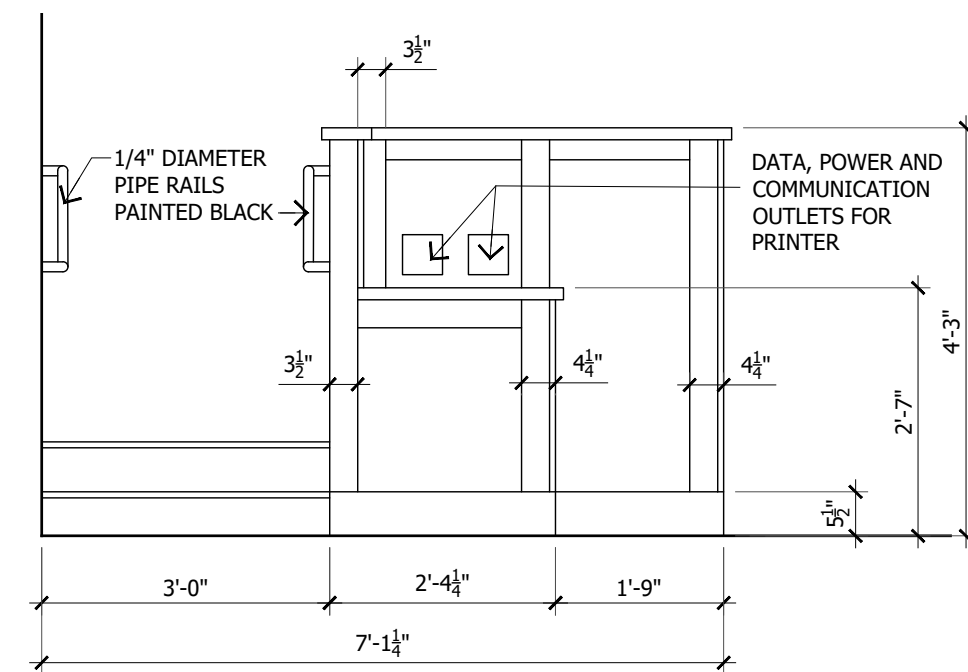


FLOOR FINISH PLANS

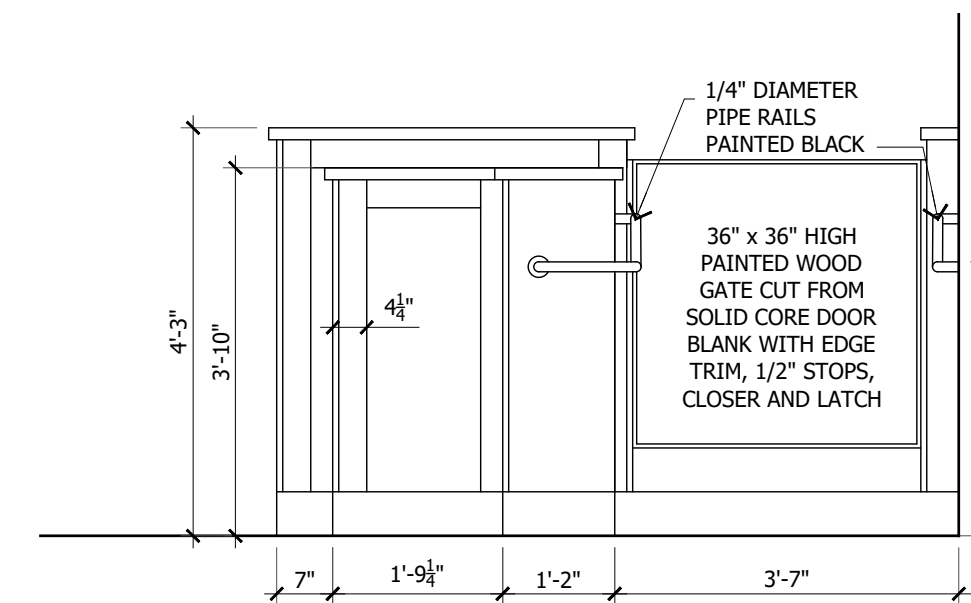
SCALE 3/16" = 1'-0"  
 DATE JULY 21, 2023  
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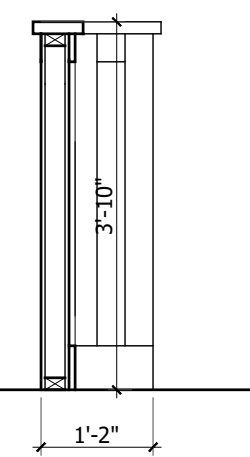
Rear Elevation of Judge's Bench Courtroom 1  
1/2" = 1'-0"



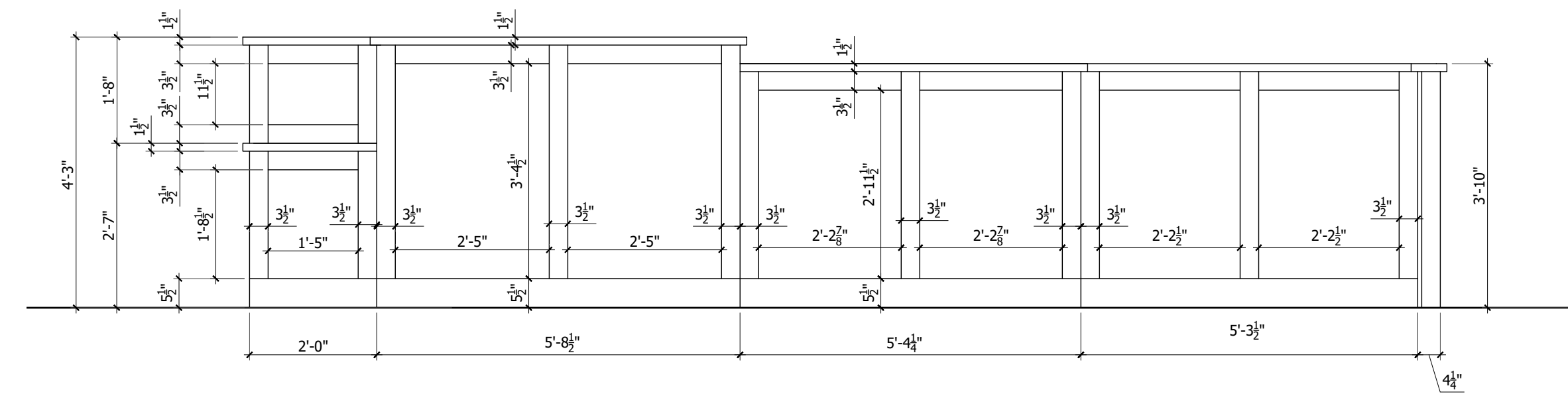
Left Side Elevation of Judge's Bench Courtroom 1  
1/2" = 1'-0"



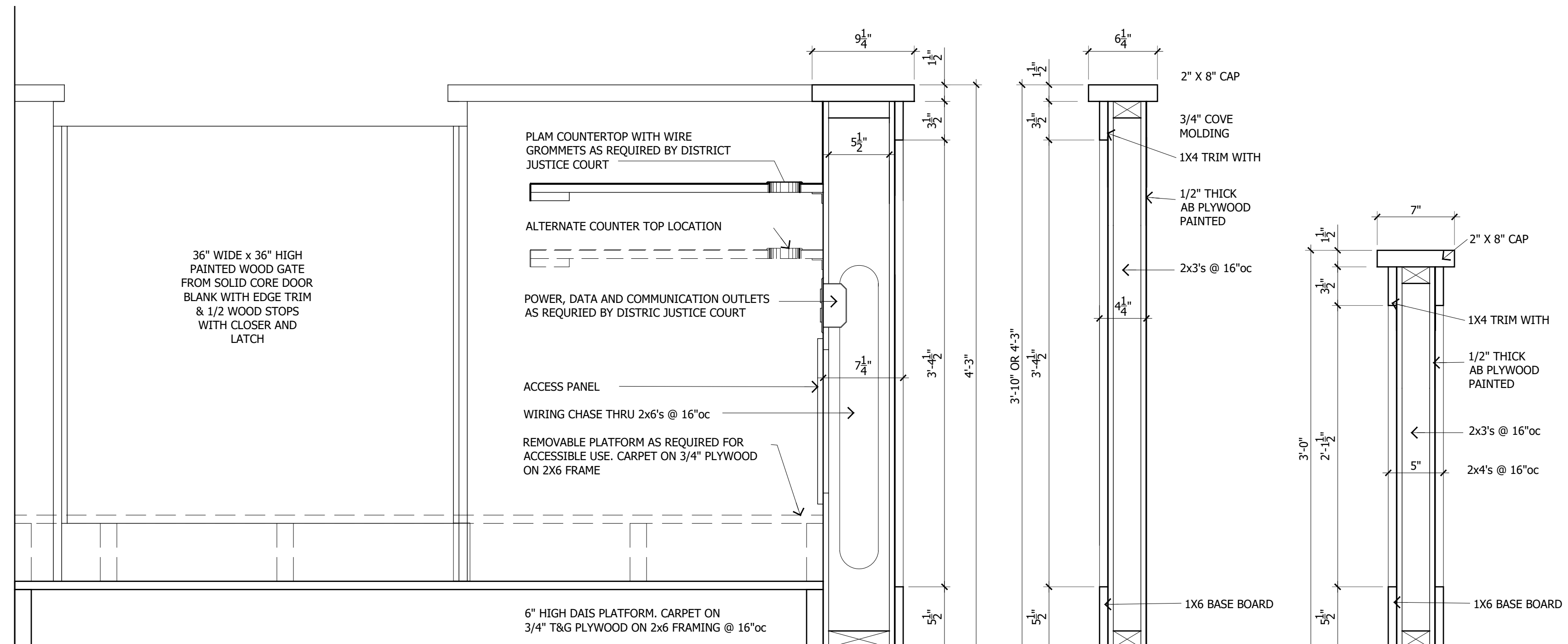
Right Side Elevation of Judge's Bench Courtroom 1  
1/2" = 1'-0"



Hidden Elevation of Judge's Bench Courtroom 1  
1/2" = 1'-0"



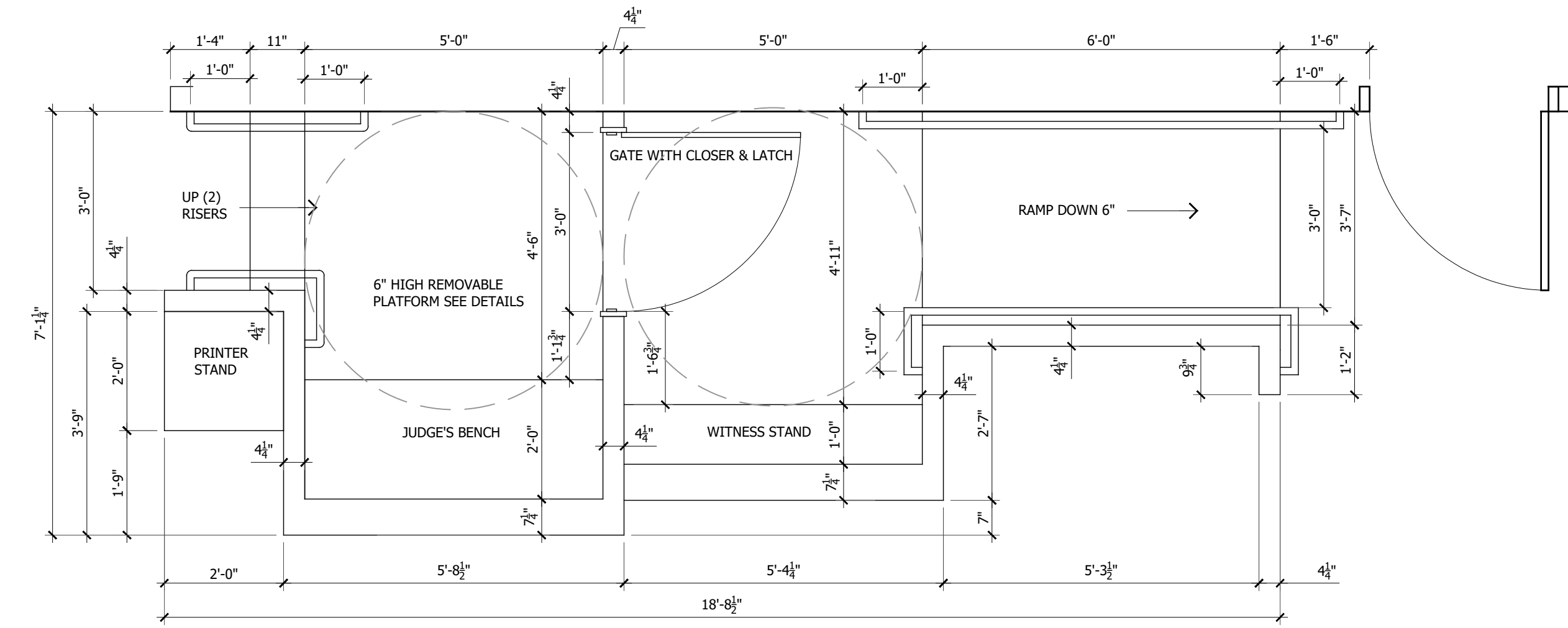
Front Elevation of Judge's Bench Courtroom 1  
1/2" = 1'-0"



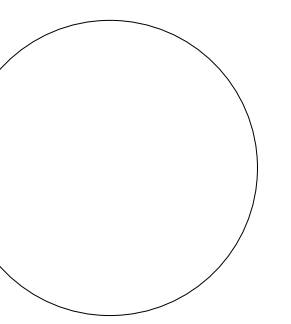
Section at Judge's Bench  
1 1/2" = 1'-0"

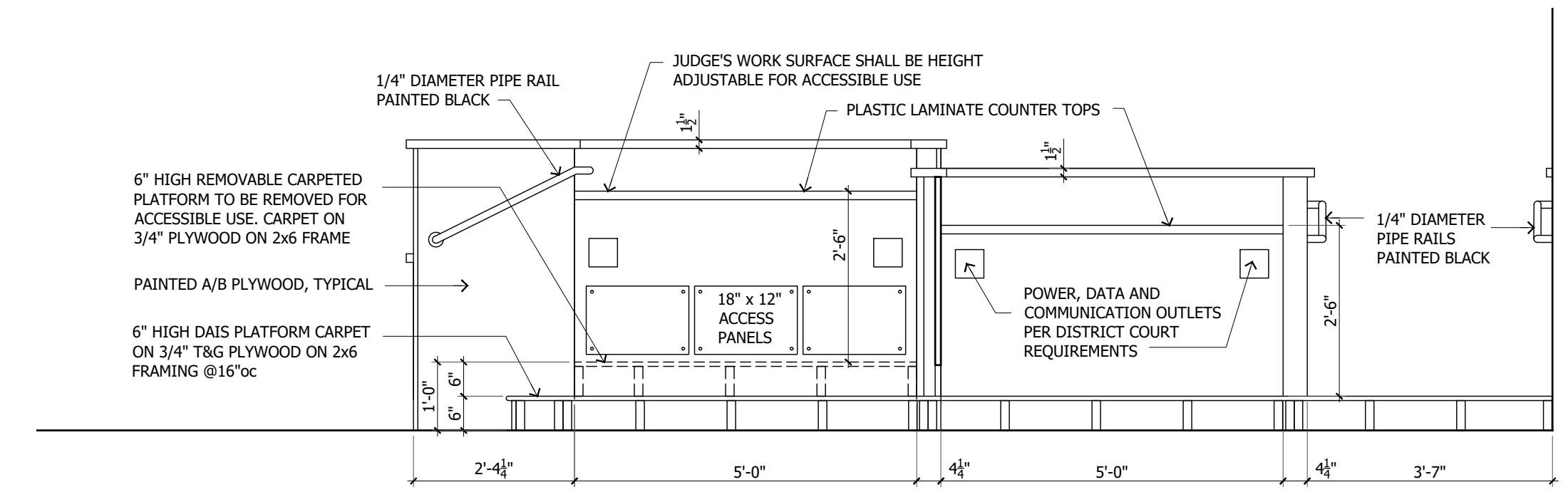
Section at 4-1/4" Millwork Wall  
1 1/2" = 1'-0"

Section at Bar 5" Wall  
1 1/2" = 1'-0"

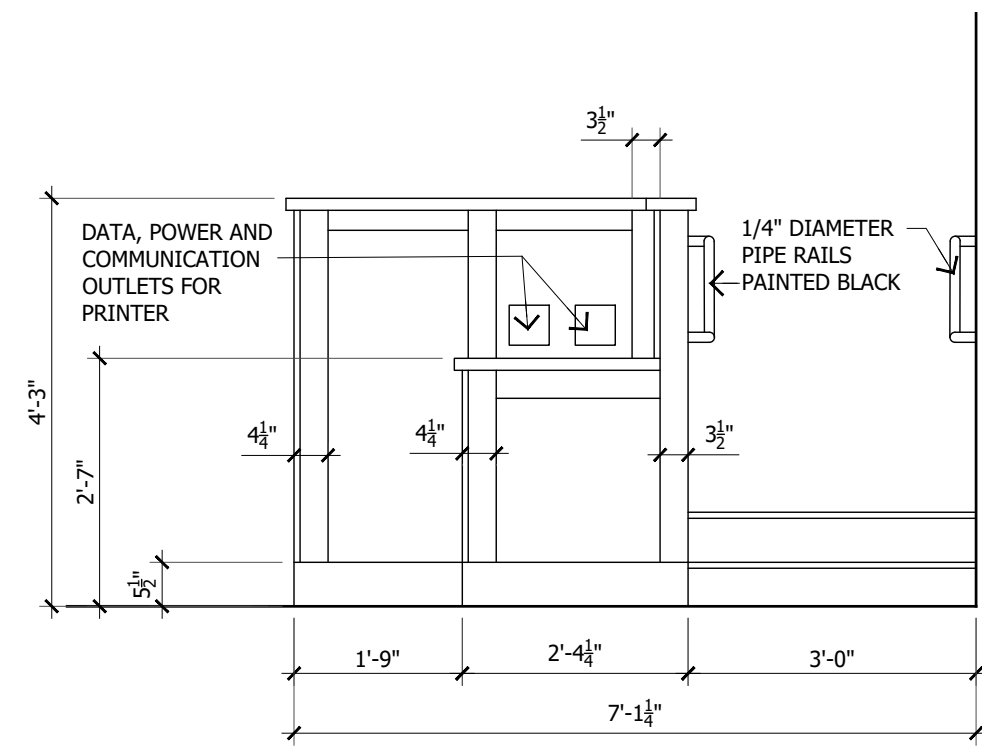


Large Scale Plan of Judges Bench Courtroom 1  
1/2" = 1'-0"

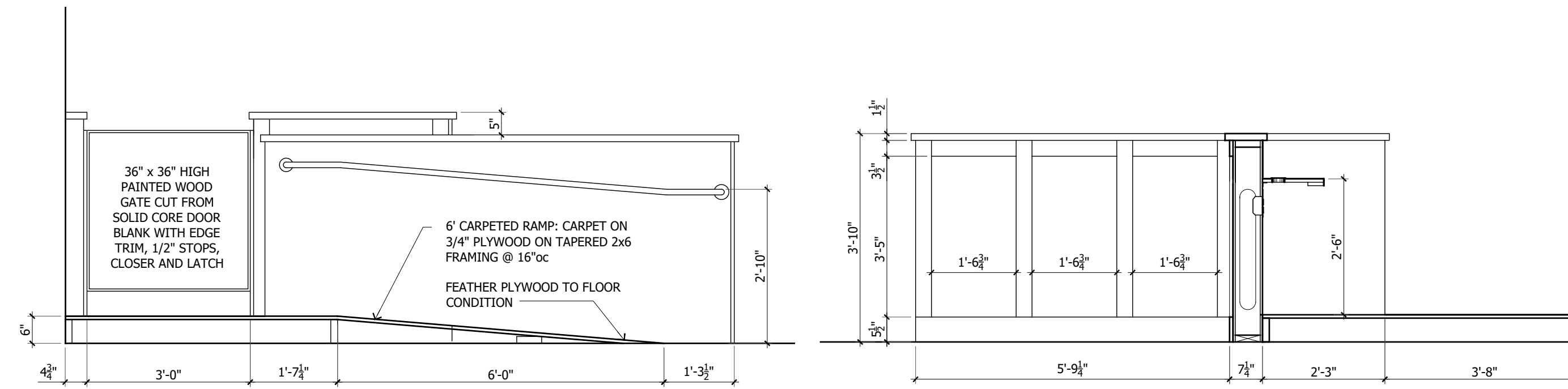




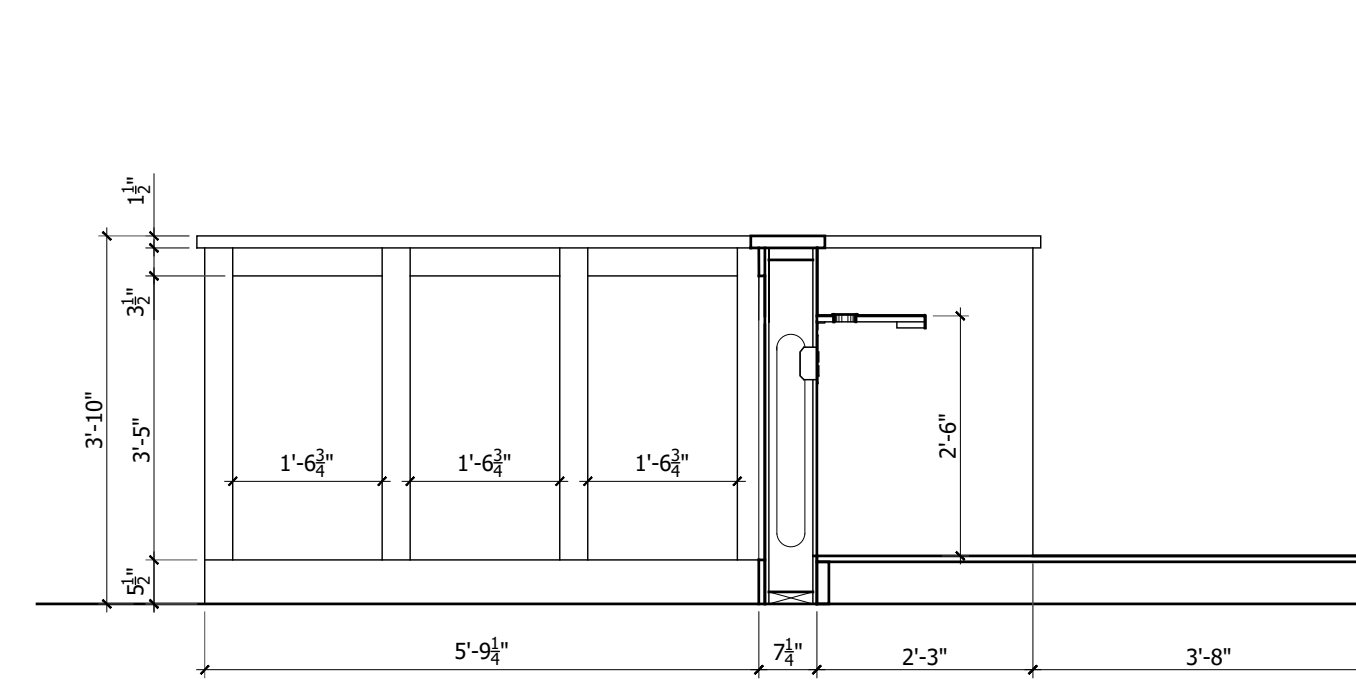
Rear Elevation of Judge's Bench Courtroom 2  
1/2" = 1'-0"



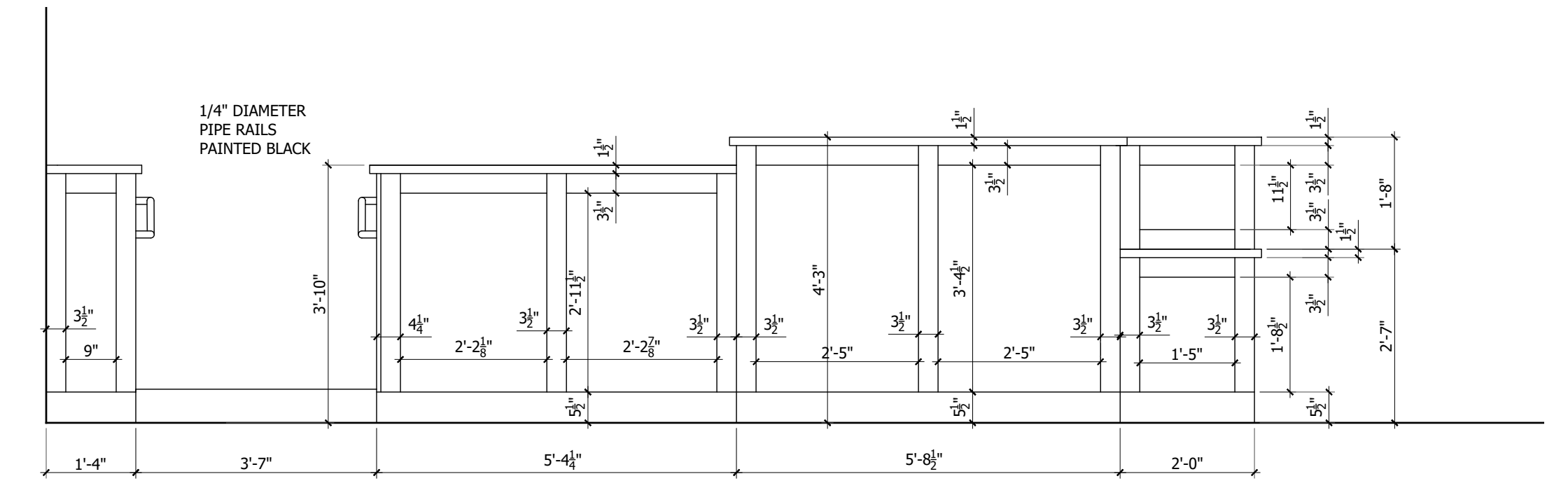
Right Side Elevation of Judge's Bench Courtroom 2  
1/2" = 1'-0"



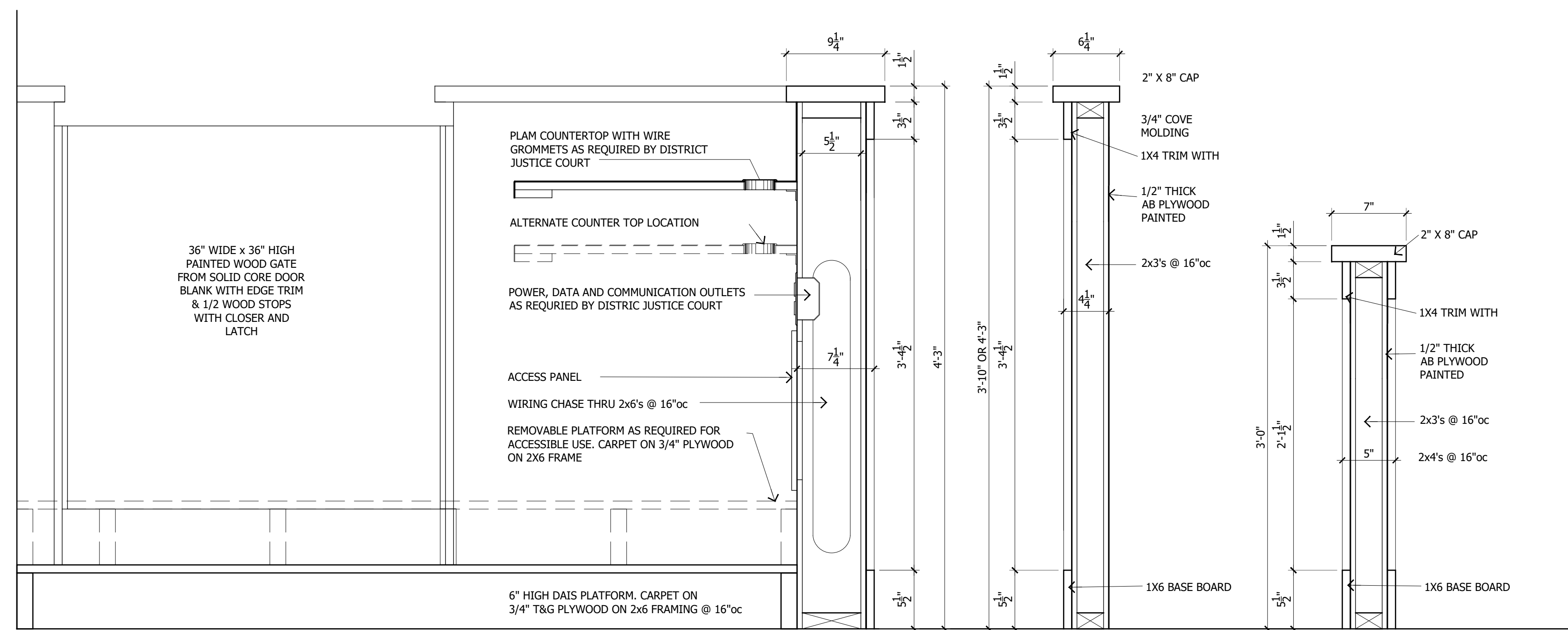
Section at Ramp of Judge's Bench Courtroom 2  
1/2" = 1'-0"



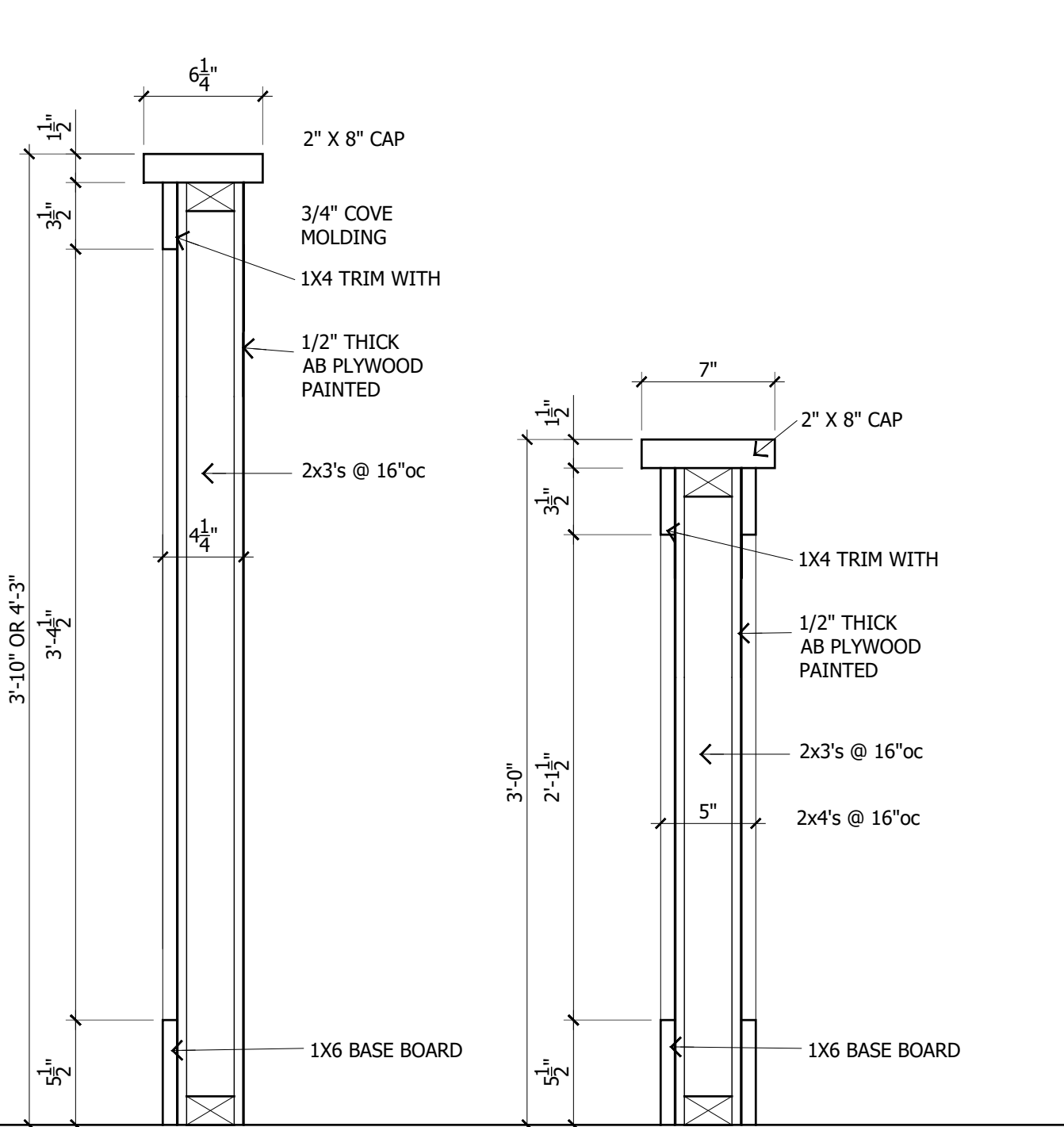
Hidden Elevation of Judge's Bench Courtroom 2  
1/2" = 1'-0"



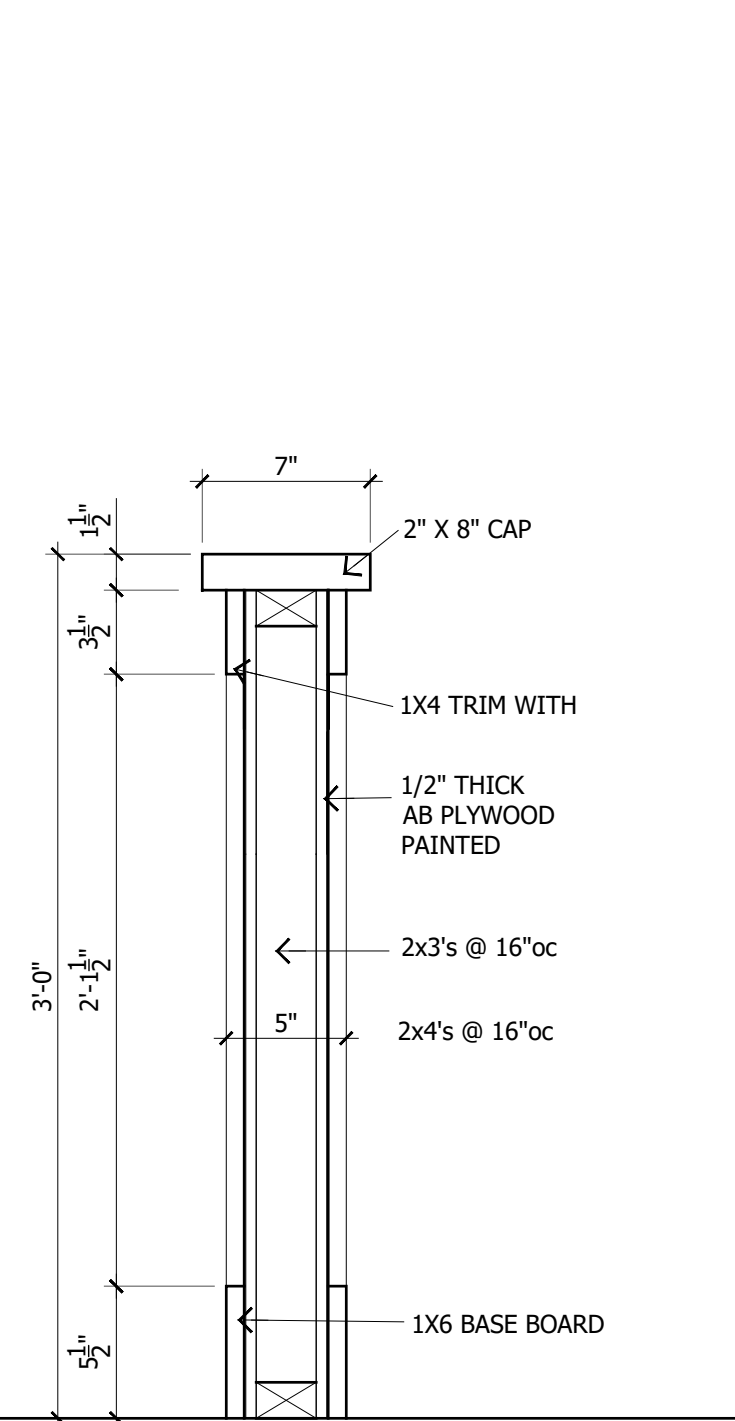
Front Elevation of Judge's Bench Courtroom 2  
1/2" = 1'-0"



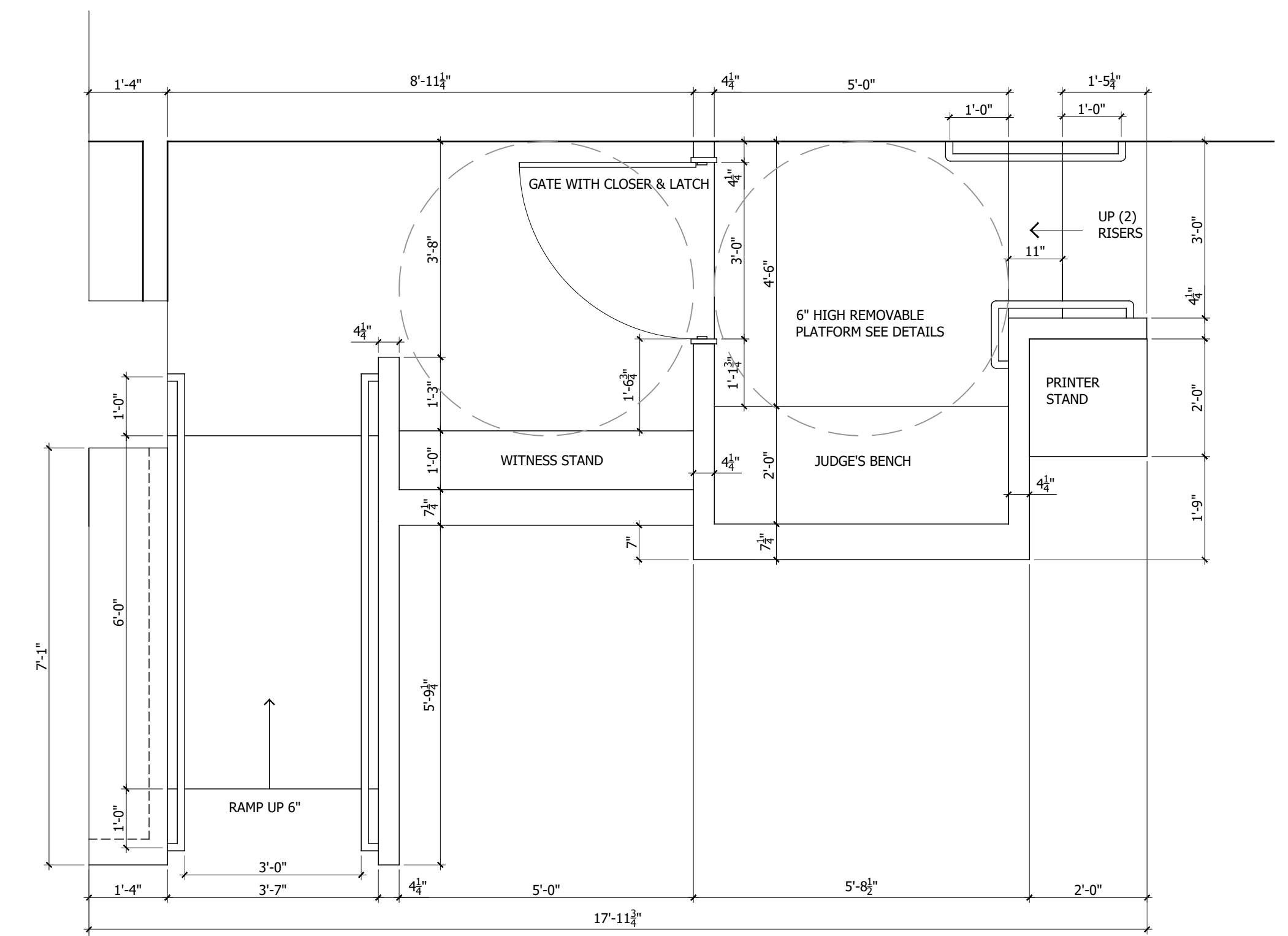
Section at Judge's Bench  
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Section at 4-1/4" Millwork Wall  
1 1/2" = 1'-0"



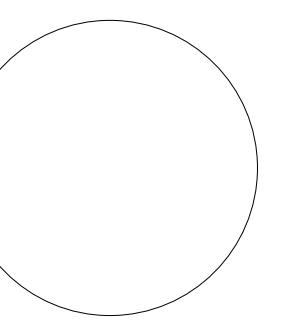
Section at Bar 5" Wall  
1 1/2" = 1'-0"



Large Scale Plan of Judge's Bench Courtroom 2  
1/2" = 1'-0"

Proposed Offices & Courtrooms for  
MDJ Courts Upper Darby  
BARCLAY SQUARE SHOPPING CENTER  
1500-1501 GARRETT ROAD, UPPER DARBY TOWNSHIP, DELAWARE COUNTY, PA  
A MULTI-USE PROJECT BY NATIONAL REALTY CORPORATION  
1001 Baltimore Pike, Springfield, PA 19083 (610) 328-1700

**GAUZZA**  
Architects LLC  
Glenn Gauzza ICC/NCARB  
Registered Architect  
4605 West Chester Pike  
Newtown Square PA 19073  
Cell 484.326.9570  
glenn@GAUZZAarchitects.com



GENERAL NOTES

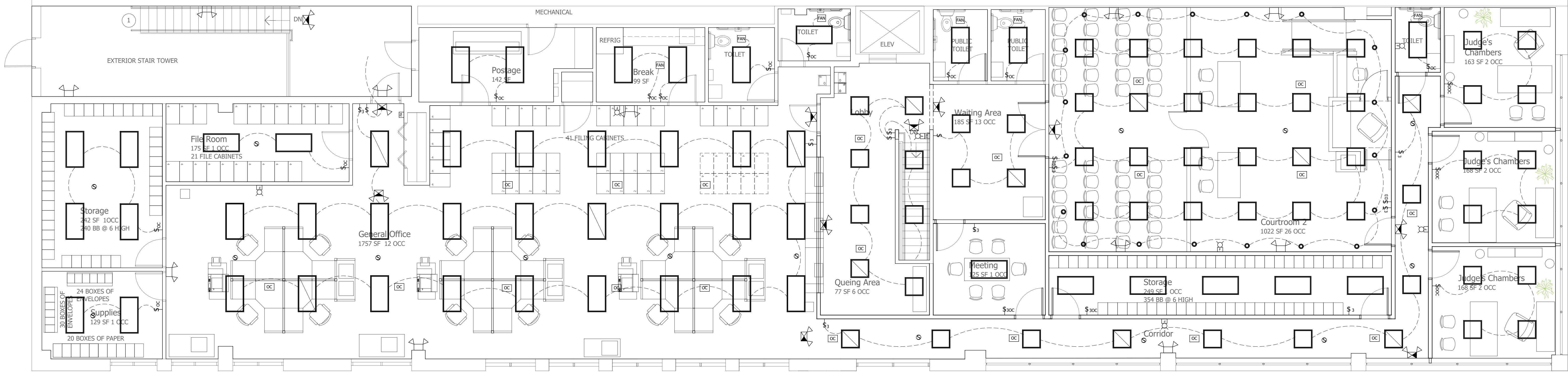
SCALE AS NOTED

DATE JULY 21, 2023

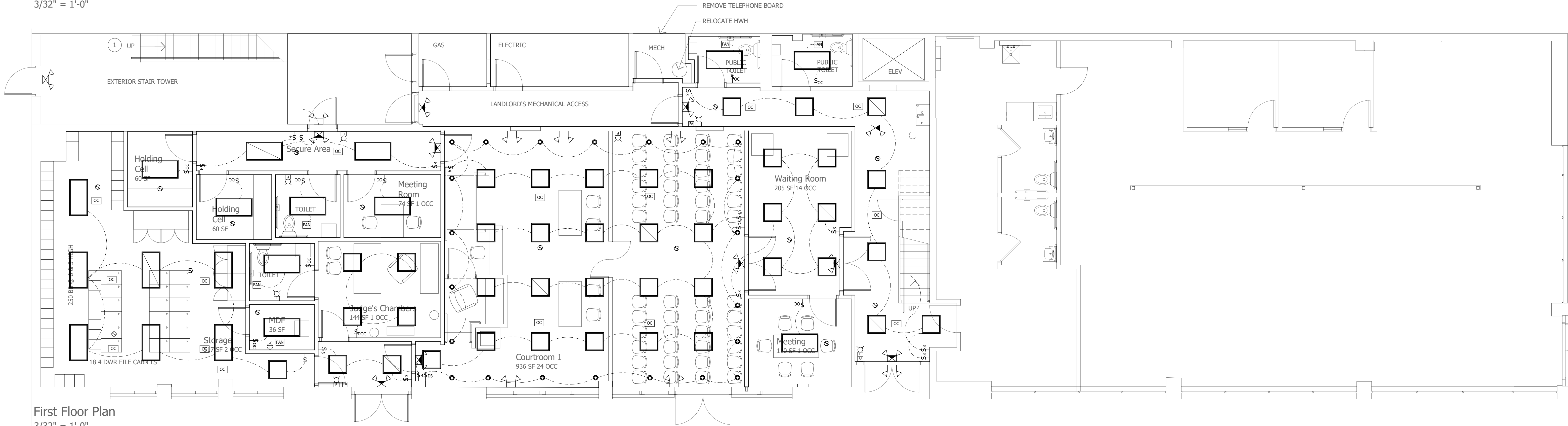
ISSUED FOR PRICING

A 701





Second Floor Plan  
3/32" = 1'-0"



First Floor Plan  
3/32" = 1'-0"

**Lighting Legend**

ONLY USE APPROVED DIMMERS WITH APPROVED FIXTURES DO NOT MIX.

- 4 INCH ROUND DOWNLIGHT, 35 DEGREE BEAM, HIGH EFFICIENCY TEXTURED LENS, LLF FOR 3500 K. MFG: ALPHABET. CATALOGUE NO. NU4-RA-SW-10LM-35K-80-35D-NA-HET-120-DIM10-NC-WH-WH LAMPS: 8.5W, 809 LUMENS, 3500 DEG K
- 2' x 4' RECESSED UNIVERSAL LED PANEL, SWITCHABLE LUMENS AND CCT. 0-10V DIMMING. MFG: COLUMBIA. CATALOGUE NO. CFP24-LSCS. LAMPS: 25/33/49W, 80+CRI (NOM); 3394/4291/6011 LM, 3500 K; 3387/4318/6065 LM, 4000K; 3279/4231/5856 LM, 5000K. FROSTED POLYSTYRENE LENS, 10V DIMMABLE, DLC AND DAMP LOCATION LISTING, FULLY SELECTABLE COLOR TEMPERATURE AND LIGHTING OUTPUT (SET FOR 49W, 5.856, 300K OPERATION)
- 2' x 2' RECESSED UNIVERSAL LED PANEL, SWITCHABLE LUMENS AND CCT. 0-10V DIMMING. MFG: COLUMBIA. CATALOGUE NO. CFP22-LSCS. LAMPS: 24/28/35W, 80+CRI (NOM); 3174/3603/4381 LM, 3500 K; 3225/3679/4477 LM, 4000K; 3137/3562/4291, 5000K. FROSTED POLYSTYRENE LENS, 10V DIMMABLE, DLC AND DAMP LOCATION LISTING, FULLY SELECTABLE COLOR TEMPERATURE AND LIGHTING OUTPUT (SET FOR 49W, 5.856, 300K OPERATION)
- LINEAR VANITY LIGHT. MFG: MODERN FORMS CATALOGUE NO: WS-W81637-3500K-AL. LAMPS: 29.7, 2619 LUMENS, 3500 DEG K
- NIGHT LIGHT ALWAYS ON

**Control Legend**

- WALL SWITCH-ON/OFF
- \$3 3 WAY SWITCH
- \$4 4 WAY SWITCH
- \$DD 3 WAY SWITCH-DIMMER
- \$OC WALL SWITCH AUTOMATIC WALL SWITCH (TURNS LIGHTING ON/OFF BASED ON OCCUPANCY UP TO 30 MINUTES) SENSOR RANGE 300'
- \$3OC 3 WAY WALL SWITCH-DIMMER AUTOMATIC WALL SWITCH (TURNS LIGHTING ON/OFF BASED ON OCCUPANCY UP TO 30 MINUTES) SENSOR RANGE 300'
- \$DDOC WALL SWITCH-DIMMER AUTOMATIC WALL SWITCH (TURNS LIGHTING ON/OFF BASED ON OCCUPANCY UP TO 30 MINUTES) SENSOR RANGE 300'
- OC OCCUPANCY SENSOR (TURNS LIGHTING ON/OFF BASED ON OCCUPANCY UP TO 30 MINUTES) SENSOR RANGE 300' FLUSH MOUNTED IN CEILING
- FAN 10" x 10" EXHAUST FAN 150 CFM. VENT TO EXTERIOR WITH 6" DIAMETER DUCT.
- ⊕ THERMOSTAT FOR FAN CONTROL

**Emergency & Fire Alarm Key**

- EMERGENCY LIGHTING EMERGI-LIT PRISM 2 VA-D3 OR EQUAL. BATTERY POWER FOR MINIMUM 90 MINUTES , MAX 24 HOUR RECHARGE.
- NEW ILLUMINATED EXIT SIGN ARROW INDICATES DIRECTION OF EXIT WITH EMERGENCY LIGHTING: EMERGI-LITE W PR1224M4R2LI-D3 OR EQUAL. EXISTING UNITS MAY BE REUSED; CONTRACTOR SHALL VERIFY WORKING ORDER REPLACE AS REQUIRED
- FA ADDRESSABLE MANUAL FIRE PULL STATION: DUAL ACTION MOUNTING HEIGHT 48" MAX TO TOP OF DEVICE
- WALL MOUNTED HORN/STROBE FIRE ALARM DEVICE MOUNTING HEIGHT 80" MINIMUM TO BOTTOM OF DEVICE
- SMOKE DETECTOR HARD WIRED TO FIRE ALARM SYSTEM

Proposed Offices & Courtrooms for  
MDJ Courts Upper Darby  
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Glenn Gauzza ICC NCARB  
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4605 West Chester Pike  
Newtown Square PA 19073  
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glenn@GAUZZAarchitects.com

SCHEMATIC  
LIGHTING PLAN

SCALE AS NOTED  
DATE JULY 21, 2023  
ISSUED FOR PRICING





**COMMERCIAL LEASE AGREEMENT**

**BETWEEN**

**DINAVEL AMERICA, LLC, A PENNSYLVANIA  
LIMITED LIABILITY COMPANY**

**AND**

**COUNTY OF DELAWARE, A SECOND CLASS A COUNTY  
OF THE COMMONWEALTH OF PENNSYLVANIA**

**PREMISES**

**1500 Garrett Road  
Suites 150 & 200  
Upper Darby, PA 19082**

**SITE**

**Upper Darby Magisterial District Courts  
MDJ 32-1-33; 32-1-34; 32-2-51**

**TERM**

**Initial - Commencement date plus 10 years  
Renewal term option - 1/5year Lessor option 10 years from Commencement date**

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## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,

**BETWEEN** the Lessor:

**Dinavel America, LLC, a Pennsylvania Limited Liability Company  
c/o Continental Developers, LLC  
1604 Walnut Street, 4<sup>th</sup> Floor  
Philadelphia, PA 19103**

hereinafter referred to as the "Lessor",

**AND** the Lessee:

**County of Delaware,  
a Second Class A County of the Commonwealth of Pennsylvania  
201 West Front Street  
Media, PA 19063**

hereinafter referred to as the "Lessee",

- 1. Premises.** The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the Premises known as:  
**1500 Garrett Road, Suites 150 & 200  
Upper Darby, PA 19082**  
(approximately 10,951 square feet)

hereinafter referred to as the "Premises".

- 2. Initial Term.** The Initial Term of this Lease ("Initial Term") is for **ten (10) years**, beginning **on the date Lessor delivers possession of the Premises to Lessee when the Lessor's Work (as defined hereinafter) is substantially completed ("Commencement Date")** and terminating **ten (10) years from the Commencement Date**, unless renewal term option is exercised. Upon completion of Lessor's Work and delivery of possession, the Parties shall execute a Commencement Confirmation Memorandum substantially in the form as attached hereto as **Schedule "D"**, same to be incorporated into this Lease upon execution by the Parties.
- 3. Renewal Term Option.** At any time prior to **one hundred and eighty (180) days prior to** the termination of the Initial or any Renewal Term, the Lessee, upon notice to Lessor, may elect to renew this Lease for **one (1) additional term of five (5) years**. If said Renewal Term Option is not exercised by Lessee or if the Parties cannot agree as to the amount of Renewal Term Rent, then the terms and conditions contained in Paragraph 5 shall be controlling.

4. **Rent/Additional Rent.** During the Initial Term of this Lease and/or any Renewal Term(s), the Lessee agrees to pay annual rent, inclusive of Common Area Maintenance (“Rent”), on a monthly basis in accordance with the Schedule of Rent on or before the **fifth (5<sup>th</sup>)** day of each month. In addition, during the Initial Term of this Lease, the Lessee agrees to pay additional rent on a monthly basis in an amount equal to the cost and expense of the Lessor’s Work in the amount as agreed by the Parties and not to exceed \$930,835.00 divided by one hundred twenty (120) months, **payable along with each monthly rent payment.** In the event that the cost and expense of Lessor’s Work is less than \$930,835.00, the monthly amount will be accordingly adjusted. (See **Schedule of Rent** attached hereto and made a part hereof as **Schedule “A”**)

In the event the Lessee terminates this Lease prior to the expiration of the Initial Term due to Lessee’s default or as set forth in Paragraph 12 (C), then Lessee shall pay to Lessor the remaining unpaid cost and expense of the Lessor’s Work within ninety (90) days of vacating the Premises.

If Lessor fails or is unable to deliver possession of the Premises in tenantable condition on the Commencement Date, the monthly rent shall abate and Lessee shall be entitled to an offset to future rent equal to the number of days Lessor fails or is unable to deliver possession of the Premises in tenantable condition until completion of the tenantable conditions. If such tenantable conditions are not completed within **sixty (60)** days after the Commencement Date, Lessee shall have the absolute option to terminate this Lease. If the Premises is in a new building under construction, tenantable conditions shall include the substantial completion of adjacent parts thereof.

5. **Holdover.** If the Lessor remains in possession of the Premises at the termination of the initial or renewal term(s), this Lease shall continue for an additional term of **one (1) month and so on from month to month at the then existing rental amount plus fifteen percent (15%),** until terminated by either Party giving to the other Party **ninety (90)** days prior written notice of intention to terminate said Lease.
6. **Use of Premises.** The Premises shall be used for conducting business as follows:

**Upper Darby Magisterial District Courts  
MDJ 32-1-33; 32-1-34; 32-2-51**

7. **Taxes.** Lessor shall be responsible for any and all taxes of whatsoever nature and kind, including but not limited to, township, county, school and/or state taxes assessed during the term of this Lease on the Premises. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's Premises, or, if the assessed value of Lessor's Premises is increased by the inclusion of the value placed on Lessee's Premises and Lessor pays those taxes, lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

**8. Lessee's Covenants.** Lessee covenants and agrees as follows:

- a.** To pay the rent and every installment of it when it comes due; to use the Premises in a careful and proper manner for the expressed purpose of operating magisterial district court; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state or local law or ordinance; to surrender the Premises on expiration or termination of this Lease in a broom swept and in good repair, normal wear and tear excepted.
- b.** To conduct business in accordance with any and all civil, criminal, environmental and land use codes, ordinances, or other laws and/or regulations promulgated by local, state or federal governmental authorities.
- c.** To maintain at all times during the lease term, at Lessee's cost, a commercial general liability insurance policy naming the Lessor as additional insured against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least **\$1,000,000.00 per occurrence/\$2,000,000.00 aggregate** for bodily injury and property damage. The insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the Commonwealth of Pennsylvania. Lessee shall deliver to Lessor annual certificates demonstrating evidence that the insurance is bound and active. Lessee further agrees to maintain at all times during the lease term, at Lessee's cost, on a causes of loss special form commercial property insurance on its personal property (including inventory) and to provide Lessor with a certificate of insurance issued by the insurance broker evidencing that insurance is bound and active. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year. The Lessor shall be named as an additional insured on Lessee's general liability policy and same provided annually to Lessor.
- d.** To indemnify and hold harmless Lessor from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor by any person or persons for any injury to person or personal property or damage of whatever kind or character solely arising from the use or occupancy of the Premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the Premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the Premises by Lessee, the agents, employees or invitees of Lessee, Lessee agrees

that Lessee will defend Lessor and pay whatever judgments may be recovered against Lessor to the extent that the damages are the result of negligent acts, errors or omissions of the Lessee.

- e. If any alterations, additions, or improvements in or to the Premises are made necessary by reason of the special use and occupancy of the Premises by Lessee and such alterations, additions, or improvements are the sole responsibility of Lessee, Lessee agrees that Lessee will make all such alterations, additions and improvements in or to the Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use or occupancy. Lessee agrees that Lessee will hold Lessor harmless against all expenses, liens, claims and damages to either personal property or person that may or might arise because any repairs, alterations, additions, or improvements are made.
- f. Upon reasonable notice from Lessor, to permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire, at all reasonable times and to show the Premises to prospective tenants during the last **ninety (90)** days of Lessee's tenancy.
- g. To pay for electricity, natural gas, water, telephone and internet as required by the Lessee, same to be separately metered.

**9. Lessor's Covenants.** Lessor covenants and agrees as follows:

- a. This shall be a Modified Full Service Lease and the Lessor shall at its own cost and expense shall furnish Lessee with the following services and utilities: (1) adequate heating, cooling and ventilation; (2) replacement of light bulbs and fluorescent tubes; (3) daily janitorial and cleaning services, including but not limited to, interior and exterior trash removal, cleaning supplies, sanitary paper products and window cleaning; (4) pest control and other services as required for the continued occupancy of the Premises; (5) removal of ice and snow from sidewalks, driveways and parking areas and sufficient salting of such areas within twenty-four (24) hours of a snow or ice event; (6) clearing of leaves when required and weekly landscaping as required by the Premises and/or commercial business and shopping center; and (7) all other inside and outside maintenance as may be required from time to time by the Premises and/or commercial business and shopping center.

If Lessor fails to perform such services as set forth above within a commercially reasonable time or as indicated, then Lessee shall, upon **twenty four (24)** prior hour notice to Lessor, be permitted to contract or perform such services and deduct the cost and expense incurred from the next month(s) rent due under this Lease until such cost and expense is fully reimbursed to Lessee.

- b. Lessor shall at its expense maintain and keep in repair the building and Premises, including but not limited to, exterior, interior, parking lots, driveways and all structural parts, fixtures, wiring, plumbing, heating, water pipes, plastering and flooring therein, excepting only those installations, if any, provided by the Lessee. Without limiting the foregoing, Lessor agrees to keep heating, air conditioning, ventilation, utilities and the Premises in first class operating condition and available for continuous use by the Lessee.
- c. To warrant and defend Lessee in the enjoyment and peaceful possession of the Premises during the aforesaid term and the right to use the same free of interference from noise, noxious or unpleasant fumes or odors or other disturbance from other tenants in the same building or center.
- d. In case of damage to glass in the leased Premises, to replace it with glass of the same kind, size and quality as quickly as possible as Lessor's expense.
- e. Lessor shall provide the premises as finished space in accordance with the Floor Plan (attached hereto and made a part hereof as **Schedule "B"**). Upon execution of this Commercial Lease Agreement, Lessor shall within thirty (30) days, begin to make certain repairs, renovations and/or improvements as set forth in the Schedule of Lessor's Work (attached hereto and made a part hereof as **Schedule "C"**), including but not limited to, walls, partitions, ceiling, windows, flooring, HVAC, electrical, plumbing and necessary structural improvements, excluding data and internet wiring, equipment and installation thereof, to be completed by the Commencement Date of this Lease. Such Schedules may be amended by only by written agreement between the Parties.
- f. To conduct business in accordance with any and all civil, criminal, environmental and land use codes, ordinances, or other laws and/or regulations promulgated by local, state or federal governmental authorities.
- g. To maintain at all times during the term(s) of this Lease, at Lessor's cost, a commercial general liability insurance policy protecting Lessee against all claims or demands that may arise or be claimed on account of Lessor's ownership of the Premises, in an amount of at least **\$1,000,000.00 per occurrence/\$2,000,000.00 aggregate** for bodily injury and property damage. Lessor further agrees to maintain at all times during the lease term, at Lessor's cost, commercial property insurance on the building, its machinery and equipment, its personal property(including inventory) and to provide Lessee with a certificate of insurance issued by the insurance company or insurance broker demonstrating that insurance is bound and active. The policy shall be endorsed to waive subrogation against the Lessee. At its option, Lessee may request Lessor to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessee thirty (30) days' written



notice before any cancellation shall be effective. The insurance policies shall be provided by Lessor and shall be for a period of at least one year. The Lessee shall be named as an additional insured on Lessor's policies. All insurance policies shall be placed with insurers licensed to do business within the Commonwealth of Pennsylvania and have a minimum A.M. Best rating of A-XIII. Lessor shall provide Lessee with certificates of insurance evidencing such coverage with the additional insured and waiver of subrogation endorsements attached five (5) days prior to annual renewal on an annual basis.

- h. To indemnify and hold harmless Lessee from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessee by any person or persons for any injury to person or personal property or damage of whatever kind or character solely arising from the ownership and operation of the Premises by Lessor; from any neglect or fault of Lessor or the agents and the employees of Lessor in using and occupying the Premises; or from any failure by Lessor to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessee on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or ownership of the Premises by Lessor, the agents, employees or invitees of Lessor, Lessor agrees that Lessor will defend Lessee and pay whatever judgments may be recovered against Lessee.
- i. If any alterations, additions, or improvements in or to the Premises are made necessary by Lessor, Lessor agrees that Lessor will make all such alterations, additions and improvements in or to the Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use or occupancy. Lessor agrees that Lessor will hold Lessee harmless against all expenses, liens, claims and damages to either personal property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

**10. Waiver of Subrogation Rights.** The Parties hereby waive any rights each may have against the other on account of any loss or damage occasioned to the Parties, as the case may be, their respective personal property, the Demised Premises, its contents or to the other portions of the Premises, arising from any risk covered by fire and extended coverage insurance, and to the extent of recovery under any other valid and collectible policies of such insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The Parties hereto each, on behalf of their respective insurance companies insuring the Premises or personal property of either Party against any such loss, waive any right of subrogation that such insurers may have against the Parties, as the case may be.

**11. Termination by Lessor.** Lessor may terminate this Lease and enter and take possession of the Premises from Lessee, all without waiving any rights which Lessor may have at law hereunder, without further notice or demand, following any of the following events:

- a. Lessee fails to pay rent due hereunder within **thirty (30)** days following written notice of default therein.
  - b. Lessee shall fail to commence curing any other violation of Lessee's covenants contained in this Lease within thirty (30) days after written notice thereof, or having commenced to cure, should fail to cure same with due diligence.
  - c. If Lessee is declared insolvent or adjudicated a bankrupt, if Lessee makes an assignment for the benefit of creditors, if Lessee's leasehold interest is sold under execution or a trustee in bankruptcy or if a receiver is appointed for Lessee.
- 12. Termination by Lessee.** Lessee may terminate this Lease, all without waiving any rights which Lessee may have at law hereunder, without further notice or demand, following any of the following events:
- a. If the Premises, or any building which the Premises is part or any portion thereof, are made untenable by fire, the elements or other casualty, whether or not by an act of nature, rent shall abate from the date of such casualty until tenantability is restored. Lessor shall restore the Premises with all reasonable speed, and if Lessor does not restore the Premises or the affected portion to tenantability within **sixty (60)** thereafter, Lessee may then terminate this Lease retroactive to the date of the casualty. In the event of such termination, the rent shall be paid only to the date of the damage. If the Lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.
  - b. This Lease covers only a portion of Lessor's rentable space in the building and/or commercial business and office complex in question. Should the use of Lessor's space in other portions of said building and/or commercial business and office complex change or the usage of space of other tenants in the building or commercial business and office complex change and in Lessee's sole discretion, such change in tenancy is incompatible with Lessee's use of the Premises, then Lessee shall notify the Lessor of such incompatibility. Lessor shall have **fifteen (15) days** to cure such incompatibility and in such event that Lessor shall fail to do so, Lessee shall have the right to terminate this Lease.
  - c. The Lessee shall have the absolute right to terminate this Lease upon providing Lessor with **one hundred-eighty (180)** days prior notice of such termination if: (1) the Pennsylvania Supreme Court eliminates or realigns Magisterial District Court 32-1-33; 32-1-34; 32-2-51 or (2) Magisterial District Court 32-1-33; 32-1-34; 32-2-51 is re-located to a County, Municipal or Governmental owned or Leased facility or property.

13. **Termination of Prior Lease Agreement.** The prior existing Lease Agreement dated on or about September 30, 1980 and any Amendments thereafter is hereby terminated by the execution of this Commercial Lease Agreement.
14. **Defaults other than Rent.** If either Lessor or Lessee fail to perform or breaches any agreement in this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for **thirty (30)** days after a written notice specifying the required performance has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this Lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Lessor or Lessee may, after **thirty (30)** days written notice to the other, comply therewith or correct any such breach, and the costs of that compliance shall be payable on demand.
15. **Election by Parties not Exclusive.** The exercise by Lessor or Lessee of any right or remedy to enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded by this Lease, statute or law. The failure in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option, or remedy as that right shall continue in full force and effect. Even with the knowledge of the breach of any covenant or condition of this Lease, remedies, privileges, or options under this Lease will be deemed not to have been made unless made in writing.
16. **Assignment and Subletting.** Lessee shall have the right to assign or to sublet the Premises or any part thereof and to reassign any or all of the said Premises.
17. **Addresses for Payments and Notices.** Rent payments shall made payable to “**Dinavel America, LLC**” and mailed or delivered to the **Lessor, c/o Continental Developers, LLC, 1604 Walnut Street, Philadelphia, PA 19103** and Notices shall be mailed to or delivered to the **Lessor c/o National Realty Corporation, 1001 Baltimore Pike, Springfield, PA 19064**, unless Lessor advises Lessee differently in writing. Notices to Lessee shall be mailed or delivered to the County Director at the address set forth on the first page of this Lease, unless Lessee advises Lessor differently in writing. All notices to either party shall be sent by certified or registered mail, return receipt requested.
18. **Signage.** Lessee shall be permitted to place exterior and interior signage only as agreed to by the Lessor, which agreement shall not be unreasonably withheld. Lessee shall maintain all such signage in good condition and repair and remove any signage at the end of the term and repair all damage caused thereby.

19. **Parking.** Lessee shall have the non-exclusive use of parking spaces in the parking lot and ten (10) exclusive dedicated parking spaces, including 1 handicap parking spot, directly in front of the Premises.
20. **Mechanics Liens.** Upon the completion of any work performed by Lessee for which a lien could be filed against the Premises by any contractor, subcontractor or materialman (each, a "Contractor"), Lessee shall deliver to Lessor a signed, acknowledged and sealed final release of liens for each such Contractor in a form reasonably acceptable to Lessor. Lessee shall, within thirty (30) days after notice from Lessor, discharge or bond over any mechanics' lien for materials or labor claimed to have been furnished to the Premises on Lessee's behalf and shall indemnify and hold harmless Lessor from any and all claims, costs, damages, loss, liabilities and expenses (including, without limitation, reasonable attorney's fees) incurred by Lessor in connection therewith.
21. **Liability.** Notwithstanding anything to the contrary contained in this Lease, it is expressly understood and agreed by Lessor and Lessee that none of Lessor's or Lessee's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Lessor and Lessee or their respective officials, principals, partners, shareholders, trustees and or employees, and any liability for damage or breach or nonperformance by Lessor or Lessee, its agents or employees or for the negligence of Lessor or Lessee, its agents or employees, shall be collectible only out of Lessor's or Lessee's interest and no personal liability is assumed by, nor at any time may be asserted against, Lessor and Lessee or their respective officials, principals, partners, shareholders, trustees and or employees, legal representatives, successors or assigns, if any; all such liability, if any, being expressly waived and released by Lessor and Lessee. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessor or Lessee be liable to the other party for any consequential damages, lost profits, loss of business or other similar damages, regardless of whether the same arises out of the negligence of that party, its agents or employees (except that Lessee may be liable for such damages in connection with a holdover).
22. **Environmental Matters.** Lessor and Lessee, its agents, employees, contractors, tenants and invitees shall not cause to occur in, on or under the Premises any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence or handling of hazardous substances, hazardous wastes or hazardous materials (as such terms are now or hereafter defined under applicable statutes, ordinances, regulations, orders or directives of any governmental authorities concerning the environment (collectively, the "Environmental Statutes")) or any other material, substance, liquid, effluent or product now or hereafter regulated by any Environmental Statute (all of the foregoing herein collectively called "Hazardous Substances"); provided, however, that Lessor and Lessee shall be entitled to use products at the Premises in accordance with their normal use and in accordance with all Environmental Statutes. Should Lessor and Lessee, its agents, employees, contractors, tenants or invitees cause any release of Hazardous Substances at the Premises in violation of any Environmental Statute or any requirement of any insurer of the Shopping

Center, Lessor and Lessee shall promptly upon discovery notify Lessor and Lessee in writing and immediately contain, remove and dispose of, such Hazardous Substances and any material that was contaminated by the release in violation of such Environmental Statutes as required by the environmental governmental agency having jurisdiction over the Premises. When conducting any such measures the Lessor and Lessee shall comply with all Environmental Statutes. Lessor and Lessee, as the case may be, hereby agrees to indemnify and to hold harmless the other and its agents and employees, of, from and against any and all expense (including, without limitation, reasonable attorney's fees), loss or liability suffered by said parties by reason of Lessor's or Lessee's breach of any of the provisions of this Section. Lessor and Lessee covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

23. **Subordination.** This Lease is and shall be subject and subordinate to all of the terms and conditions of all underlying mortgages and to all ground or underlying leases of the Shopping Center which may now or hereafter encumber the building and/or the Shopping Center, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be necessary. Notwithstanding the automatic subordination of this Lease, Lessee shall execute, within thirty (30) days after request, any certificate that Lessor may reasonably require acknowledging such subordination.
24. **Certificates.** Lessee agrees from time to time within thirty (30) days after request of Lessor, to deliver to Lessor, or Lessor's designee, an estoppel certificate stating that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the date to which the Rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by Lessor or Lessor's designee. Any such certificate may be conclusively relied upon by Lessor or Lessor's designee.
25. **Time of the Essence.** Time is of the essence with respect to all obligations set forth in this Lease.
26. **Waiver of Jury Trial.** To the extent that they may lawfully do so, the parties hereto waive trial by jury in any action or proceeding brought on, under or by virtue of this Lease.
27. **Force Majeure.** Either Party to this Lease shall be excused for the period of any delay in the performance of any obligations hereunder, other than the obligation to pay Rent, when prevented from so doing by cause or causes beyond such party's control which shall include, without limitation, all labor disputes, civil commotion, war, war like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any materials or services or through acts of God.

28. **Brokerage.** The Lessor represents that they have a business relationship with the broker National Realty Corporation in connection with this Lease and Lessor shall be solely responsible for any commissions or other payments due such broker in connection with this Commercial Lease Agreement. The Lessee represents that they do not have a business relationship with a broker in connection with this Lease
29. **Authority to Execute.** The Parties warrant and represent that the individual signing this Lease on behalf of Lessor and Lessee has the requisite authority to enter into this Lease and bind their respective Party to the terms, covenants and conditions contained in this Lease.
30. **Jurisdiction and Venue.** This Lease will be governed by the laws of the Commonwealth of Pennsylvania, as to both interpretations and performance with Venue laid in the Court of Common Pleas for Delaware County, Pennsylvania.
31. **Validity of Lease.** If a clause or provision of this Lease is determined to be legally invalid, then that clause or provision shall be unenforceable and the remainder of this Lease shall remain in full force and effect.
32. **Representatives Bound Hereby.** The terms of this Lease will be binding on the respective successors, representatives, heirs and assigns of the Parties.
33. **Captions.** The captions and paragraphs, numbers or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in anyway.
34. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits. The term "Parties" refers to both Lessor and Lessee. The term "Lease" refers to this Commercial Lease Agreement.
35. **Entire Agreement.** This Lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, other than those contained in this Lease. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by the Parties and made a part of this Lease by direct reference.

[signature page to follow]


IN WITNESS WHEREOF, the Parties have executed this Commencement Confirmation Memorandum the date first written above.

ATTEST  
Company

DINAVEL AMERICA, LLC,  
a Pennsylvania Limited Liability

BY: Continental Developers, LLC,  
Authorized Agent

BY:   
\_\_\_\_\_  
, Witness

BY:   
\_\_\_\_\_  
Paul M. de Botton, Member  
Lessor

ATTEST

COUNTY OF DELAWARE,  
a Second Class A County of the  
Commonwealth of Pennsylvania

BY: \_\_\_\_\_  
Anne M. Coogan, County Clerk

BY: \_\_\_\_\_  
Dr, Monica Taylor, Chair  
Delaware County Council  
Lessee

**SCHEDULE "A"**  
**Schedule of Rent**

<u>Period</u>	<u>Rent/Sq ft</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
<b>RENT:</b> (to begin on commencement date)			
Year 1 - 5	\$28.30	\$309,913.30	\$25,826.10
Year 6-10	\$29.30	\$320,864.30	\$26,738.69
Renewal Option (1 - 5yr)	To be determined upon exercise of option		
Total Square Feet (approximate)	10,951		
<b>ADDITIONAL RENT:</b>			
Year 1-10 (\$930,835.00)	\$85.00	\$93,835.00	\$7,756.96

**SCHEDULE "A"**



**SCHEDULE "B"**  
**Floor Plan**

**See Attached**

**SCHEDULE "B"**

**SCHEDULE "C"**  
**Lessor's Work**

**See Attached**

**SCHEDULE "C"**

**SCHEDULE "D"**  
**Commencement Confirmation Memorandum**

**See Attached**

**SCHEDULE "D"**

## COMMENCEMENT CONFIRMATION MEMORANDUM

This Commencement Confirmation Memorandum is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and entered into by and between **Dinavel America, LLC, a Pennsylvania Limited Liability Company** (“Lessor”) and the County of Delaware (“Lessee”).

1. Lessor and Lessee (collectively the “Parties”) are Parties to that Certain Commercial Lease Agreement dated March \_\_\_\_\_, 2024 (the “Lease”), whereby Lessor was to construct and complete the fit-out of the Premises.
2. The Lease provides that the Parties shall execute a Commencement Confirmation Memorandum of the Premises upon the delivery and Lease Commencement date.
3. The Parties hereby agree and confirm that:
  - (A) The delivery and commencement date of the Lease shall be: \_\_\_\_\_
  - (B) The termination date of the Lease shall be: \_\_\_\_\_
4. Lessor hereby confirms that Lessor’s Work has been completed in accordance with the Lease, subject to the punch-list which shall be completed by Lessor within thirty (30) days and Lessor has applied for and obtained from the appropriate municipality, an unconditional certificate of occupancy for the immediate, continuous and peaceful occupancy by the Lessee.
5. Lessee hereby confirms that Lessee has accepted possession of the Premises, subject to the punch-list which shall be completed by Lessor within thirty (30) days.
6. This Commencement Confirmation is intended only to confirm the matters set forth herein and does not otherwise modify or supplement the Lease, other than setting forth the Commencement and Termination dates of the Lease.

**[signature page to follow]**





# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Joan VanHorn, Magisterial District Judges

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of First Amendment to Commercial Lease Agreement between Claude De Botton, Individually and Joyce De Botton, Successor Trustee for Paul M. De Botton, Yvette F. De Botton and Nicole E. De Botton, under Deeds of Trust dated August 7, 1968 by and through its Authorized Agent National Realty Corporation and the County of Delaware exercising the Renewal Term Option for District Court 32-2-43. Rent to be \$99,877.50/year, \$8,323.13/month, \$22.50/square foot. Rent will be paid to Joyfor Joint Venture. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01-1867-684-000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$99,877.50 Yearly

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[delco.dct.newtown.amend.4.7.24.pdf](#)



**FIRST AMENDMENT TO  
COMMERCIAL LEASE AGREEMENT**

**BETWEEN**

**CLAUDE de BOTTON, INDIVIDUALLY AND  
JOYCE de BOTTON, SUCCESSOR TRUSTEE FOR  
PAUL M. de BOTTON, YVETTE F. de BOTTON AND  
NICOLE E. de BOTTON, UNDER DEEDS OF TRUST DATED  
AUGUST 7, 1968 BY AND THROUGH IT'S AUTHORIZED  
AGENT NATIONAL REALTY CORPORATION**

**AND**

**COUNTY OF DELAWARE**

**PREMISES**

**4653-4657 West Chester Pike  
Newtown Square, PA 19073  
(4,439 square feet)**

**SITE**

**Former: Newtown District Court MDJ 32-2-43  
Marple District Court MDJ 32-1-27  
Current: Radnor District Court MDJ 32-2-43**

**RENEWAL TERM**

**04/01/2024 - 12/31/2024**

**RENEWAL RENT**

**\$99,877.50 per year, \$8,323.13 per month, \$22.50 per square foot**





5. Pursuant to paragraphs 6 and 12, the Parties agree that in accordance with redistricting, the Marple District Court is being relocated, the Newtown District Court is being eliminated and the Radnor District Court is being created and will solely occupy the Premises, thereby amending Paragraph 6 to remove "Newtown District Court MDJ 32-2-43 and Marple District Court MDJ 32-1-27 and replace with "Radnor District Court MDJ 32-2-43".
6. Except as expressly modified hereby, the rest and remainder of Commercial Lease Agreement and any shall continue in full force and effect in all other respects, without modification.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum to the Lease Extension Agreement on the date first written above.

**ATTEST**

**Claude de Botton, Individually and Joyce de Botton, Successor Trustee for Paul M. de Botton, Yvette F. de Botton and Nicole E. de Botton, under Deeds of Trust dated August 7, 1968**

**BY: National Realty Corporation,  
Authorized Agent**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_, **Witness**  
Title:

BY: \_\_\_\_\_  
Paul M. de Botton, President  
**Lessor**

**ATTEST**

**COUNTY OF DELAWARE**

BY: \_\_\_\_\_  
Anne M. Coogan, **County Clerk**

BY: \_\_\_\_\_  
Dr. Monica Taylor, Chair  
Delaware County Council  
**Lessee**

**EXHIBIT “A”**

**COMMERCIAL LEASE AGREEMENT**

**(ATTACHED)**

**EXHIBIT “A”**



**COUNTY CLERK**  
**GOVERNMENT CENTER BUILDING**  
201 W. FRONT STREET  
MEDIA, PENNSYLVANIA 19063

COUNCIL

PHONE: (610) 891-4260

**JOHN P. MCBLAIN**  
CHAIRMAN

**ANNE M. COOGAN**  
COUNTY CLERK

**COLLEEN P. MORRONE**  
VICE CHAIRMAN

**MICHAEL F. CULP**  
**KEVIN M. MADDEN**  
**BRIAN P. ZIDEK**

March 21, 2019

Mr. Paul DeBotton  
National Realty Corporation  
1001 Baltimore Pike  
Springfield, PA 19064

Dear Mr. DeBotton:

County Council, at their regular meeting held March 20, 2019, approved of a 5-year Lease Renewal with an additional 5-year County option between the County of Delaware and Claude de Botton, individually, and Joyce de Botton, successor trustee for Paul M. de Botton, Yvette F. de Botton and Nicole de Botton, under deeds of trust dated August 7, 1968 by and through its authorized agent, National Realty Corporation, for 4,439 square feet at 4653-4657 West Chester Pike, Newtown Square to be used as District Courts 32-1-27 and 32-2-43 for years 1-5 at the monthly cost of \$7,953.21 and option years 6-10 at the monthly cost of \$8,323.13.

Enclosed please find your copy of the executed Agreement. If you have any questions, please do not hesitate to contact me.

Sincerely,

*Anne M. Coogan*  
Anne M. Coogan  
County Clerk

cc: Joanne Phillips  
Charles McDonald, Esq. ✓  
File

**COMMERCIAL LEASE AGREEMENT**

**BETWEEN**

**CLAUDE de BOTTON, INDIVIDUALLY AND  
JOYCE de BOTTON, SUCCESSOR TRUSTEE FOR  
PAUL M. de BOTTON, YVETTE F. de BOTTON AND  
NICOLE E. de BOTTON, UNDER DEEDS OF TRUST DATED  
AUGUST 7, 1968 BY AND THROUGH IT'S AUTHORIZED  
AGENT NATIONAL REALTY CORPORATION**

**AND**

**COUNTY OF DELAWARE**

**PREMISES**

**4653-4657 West Chester Pike  
Newtown Square, PA 19073**

**SITE**

**Newtown Magisterial District Court  
MDJ 32-2-43  
Marple Magisterial District Court  
MDJ 32-1-27**

**TERM**

**04/01/2019 - 03/31/2024 - initial  
04/01/2024 - 03/31/2029 - renewal term option**

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4. **Rent.** During the initial term of this Lease and/or any Renewal Term(s), the Lessee agrees to pay annual rent in accordance with the Schedule of Rent (attached hereto and made a part hereof as **Schedule "A"**) on or before the **fifth (5<sup>th</sup>)** day of each month.

If Lessor fails or is unable to deliver possession of the Premises in tenantable condition on the date of the commencement of the initial or renewal term, the monthly rent shall abate and Lessee shall be entitled to an offset to future rent equal to the number of days Lessor fails or is unable to deliver possession of the Premises in tenantable condition until completion of the tenantable conditions. If such tenantable conditions are not completed within **sixty (60)** days after the specified date of the commencement of the initial or renewal term, Lessee shall have the absolute option to terminate this Lease. If the Premises is in a new building under construction, tenantable conditions shall include the substantial completion of adjacent parts thereof.

5. **Holdover.** If the Lessor remains in possession of the Premises at the termination of the initial or renewal term(s), this Lease shall continue for an additional term of **one (1) month and so on from month to month at the then existing rental amount plus fifteen percent (15%)**, until terminated by either Party giving to the other Party **ninety (90)** days prior written notice of intention to terminate said Lease.

6. **Use of Premises.** The Premises shall be used for conducting business as follows:

**Newtown Magisterial District Court - MDJ 32-2-43**  
**Marple Magisterial District Court - MDJ 32-1-27**

7. **Taxes.** Lessor shall be responsible for any and all taxes of whatsoever nature and kind, including but not limited to, township, county, school and/or state taxes assessed during the term of this Lease on the Premises. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's Premises, or, if the assessed value of Lessor's Premises is increased by the inclusion of the value placed on Lessee's Premises and Lessor pays those taxes, lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

8. **Lessee's Covenants.** Lessee covenants and agrees as follows:

- a. To pay the rent and every installment of it when it comes due; to use the Premises in a careful and proper manner for the expressed purpose of operating magisterial district court; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state or local law or ordinance; to surrender the Premises on expiration or termination of this Lease in a broom swept and in good repair, normal wear and tear excepted.



- b. To conduct business in accordance with any and all civil, criminal, environmental and land use codes, ordinances, or other laws and/or regulations promulgated by local, state or federal governmental authorities.
- c. To maintain at all times during the lease term, at Lessee's cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least **\$1,000,000.00** for injuries to persons in one accident, **\$1,000,000.00** for injuries to any one person, and **\$1,000,000.00** for damages to personal property. The insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the Commonwealth of Pennsylvania. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up. Lessee further agrees to maintain at all times during the lease term, at Lessee's cost, broad-coverage fire and casualty insurance on its personal property (including inventory) and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year. The Lessor shall be named as an additional insured on Lessee's policies.
- d. To indemnify and hold harmless Lessor from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor by any person or persons for any injury to person or personal property or damage of whatever kind or character solely arising from the use or occupancy of the Premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the Premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the Premises by Lessee, the agents, employees or invitees of Lessee, Lessee agrees that Lessee will defend Lessor and pay whatever judgments may be recovered against Lessor.
- e. If any alterations, additions, or improvements in or to the Premises are made necessary by reason of the special use and occupancy of the Premises by Lessee and such alterations, additions, or improvements are the sole responsibility of Lessee, Lessee agrees that Lessee will make all such alterations, additions and improvements in or to the Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use or occupancy. Lessee agrees that Lessee will hold Lessor harmless against all expenses, liens, claims and damages to either personal property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

- f. Upon reasonable notice from Lessor, to permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire, at all reasonable times and to show the Premises to prospective tenants during the last **ninety (90)** days of Lessee's tenancy.

9. **Lessor's Covenants.** Lessor covenants and agrees as follows:

- a. This shall be a Full Service Lease and the Lessor shall at its own cost and expense shall furnish Lessee with the following services and utilities: (1) adequate heating, cooling and ventilation; (2) electricity, natural gas and water as required by the Lessee; (3) replacement of light bulbs and fluorescent tubes; (4) daily janitorial and cleaning services, including but not limited to, interior and exterior trash removal, cleaning supplies, sanitary paper products and window cleaning; (5) pest control and other services as required for the continued occupancy of the Premises; (6) removal of ice and snow from sidewalks, driveways and parking areas and sufficient salting of such areas within twenty-four (24) hours of a snow or ice event; (7) clearing of leaves when required and weekly landscaping as required by the Premises and/or commercial business and office complex; and (8) all other outside maintenance as may be required from time to time by the Premises and/or commercial business and office complex.

If Lessor fails to perform such services as set forth above within a commercially reasonable time or as indicated, then Lessee shall, upon **twenty four (24)** prior hour notice to Lessor, be permitted to contract or perform such services and deduct the cost and expense incurred from the next month(s) rent due under this Lease until such cost and expense is fully reimbursed to Lessee.

- b. Lessor shall at its expense maintain and keep in repair the building and Premises, including but not limited to, exterior, interior, parking lots, driveways and all structural parts, fixtures, wiring, plumbing, heating, water pipes, plastering and flooring therein, excepting only those installations, if any, provided by the Lessee. Without limiting the foregoing, Lessor agrees to keep heating, air conditioning, ventilation, utilities and the Premises in first class operating condition and available for continuous use by the Lessee.
- c. To warrant and defend Lessee in the enjoyment and peaceful possession of the Premises during the aforesaid term and the right to use the same free of interference from noise, noxious or unpleasant fumes or odors or other disturbance from other tenants in the same building or center.
- d. In case of damage to glass in the leased Premises, to replace it with glass of the same kind, size and quality as quickly as possible as Lessor's expense.

- e. At the inception of this Lease and any renewal term, the Lessor has provided the Property as finished space as set forth in and attached as **Schedule "B"** and agrees to make certain repairs, renovations and/or improvements at the inception of this Lease as set forth in and attached as **Schedule "C"**, to be completed within **sixty (60) days** of the inception date of this Lease and agrees to make certain repairs, renovations and/or improvements as requested by the Lessee upon exercise of any renewal term.
- f. To conduct business in accordance with any and all civil, criminal, environmental and land use codes, ordinances, or other laws and/or regulations promulgated by local, state or federal governmental authorities.
- g. To maintain at all times during the lease term, at Lessor's cost, a comprehensive public liability insurance policy protecting Lessee against all claims or demands that may arise or be claimed on account of Lessor's ownership of the Premises, in an amount of at least **\$1,000,000.00** for injuries to persons in one accident, **\$1,000,000.00** for injuries to any one person, and **\$1,000,000.00** for damages to personal property. The insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the Commonwealth of Pennsylvania. Lessor shall deliver to Lessee annual certificates demonstrating that insurance is paid up. Lessor further agrees to maintain at all times during the lease term, at Lessor's cost, broad-coverage fire and casualty insurance on its personal property (including inventory) and to provide Lessee with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. At its option, Lessee may request Lessor to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessee thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessor and shall be for a period of at least one year. The Lessee shall be named as an additional insured on Lessor's policies.
- h. To indemnify and hold harmless Lessee from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessee by any person or persons for any injury to person or personal property or damage of whatever kind or character solely arising from the ownership of the Premises by Lessor; from any neglect or fault of Lessor or the agents and the employees of Lessor in using and occupying the Premises; or from any failure by Lessor to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessee on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or ownership of the Premises by Lessor, the agents, employees or invitees of Lessor, Lessor agrees that Lessor will defend Lessee and pay whatever judgments may be recovered against Lessee.

- i. If any alterations, additions, or improvements in or to the Premises are made necessary by Lessor, Lessor agrees that Lessor will make all such alterations, additions and improvements in or to the Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use or occupancy. Lessor agrees that Lessor will hold Lessee harmless against all expenses, liens, claims and damages to either personal property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

10. **Waiver of Subrogation Rights.** The Parties hereby waive any rights each may have against the other on account of any loss or damage occasioned to the Parties, as the case may be, their respective personal property, the Demised Premises, its contents or to the other portions of the Premises, arising from any risk covered by fire and extended coverage insurance, and to the extent of recovery under any other valid and collectible policies of such insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The Parties hereto each, on behalf of their respective insurance companies insuring the Premises or personal property of either Party against any such loss, waive any right of subrogation that such insurers may have against the Parties, as the case may be.

11. **Termination by Lessor.** Lessor may terminate this Lease and enter and take possession of the Premises from Lessee, all without waiving any rights which Lessor may have at law hereunder, without further notice or demand, following any of the following events:

- a. Lessee fails to pay rent due hereunder within **thirty (30)** days following written notice of default therein.
- b. Lessee shall fail to commence curing any other violation of Lessee's covenants contained in this Lease within thirty (30) days after written notice thereof, or having commenced to cure, should fail to cure same with due diligence.
- c. If Lessee is declared insolvent or adjudicated a bankrupt, if Lessee makes an assignment for the benefit of creditors, if Lessee's leasehold interest is sold under execution or a trustee in bankruptcy or if a receiver is appointed for Lessee.

12. **Termination by Lessee.** Lessee may terminate this Lease, all without waiving any rights which Lessee may have at law hereunder, without further notice or demand, following any of the following events:

- a. If the Premises, or any building which the Premises is part or any portion thereof, are made untenantable by fire, the elements or other casualty, whether or not by an act of nature, rent shall abate from the date of such casualty until tenantability is restored. Lessor shall restore the Premises with all reasonable speed, and if Lessor does not restore the Premises or the affected portion to tenantability within **sixty (60)** thereafter, Lessee may then terminate this Lease retroactive to the date of the casualty.

In the event of such termination, the rent shall be paid only to the date of the damage. If the Lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

- b. This Lease covers only a portion of Lessor's rentable space in the building and/or commercial business and office complex in question. Should the use of Lessor's space in other portions of said building and/or commercial business and office complex change or the usage of space of other tenants in the building or commercial business and office complex change and in Lessee's sole discretion, such change in tenancy is incompatible with Lessee's use of the Premises, then Lessee shall notify the Lessor of such incompatibility. Lessor shall have **fifteen (15) days** to cure such incompatibility and in such event that Lessor shall fail to do so, Lessee shall have the right to terminate this Lease.
- c. The Lessee shall have the absolute right to terminate this Lease upon providing Lessor with **one hundred-eighty (180) days** prior notice of such termination if: (1) the Pennsylvania Supreme Court eliminates or realigns Magisterial District Court 32-2-43 or Magisterial District Court 32-1-27 or (2) Magisterial District Court 32-2-43 or Magisterial District Court 32-1-27 is re-located to a County, Municipal or Governmental owned or Leased facility or property.

- 13. **Termination of Prior Lease Agreement.** The prior existing Lease Agreement dated April 30, 2014 is hereby terminated by the execution of this Commercial Lease Agreement.
- 14. **Defaults other than Rent.** If either Lessor or Lessee fail to perform or breaches any agreement in this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for **thirty (30) days** after a written notice specifying the required performance has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this Lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Lessor or Lessee may, after **thirty (30) days** written notice to the other, comply therewith or correct any such breach, and the costs of that compliance shall be payable on demand.
- 15. **Election by Parties not Exclusive.** The exercise by Lessor or Lessee of any right or remedy to enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded by this Lease, statute or law. The failure in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option, or remedy as that right shall continue in full force and effect. Even with the knowledge of the breach of any covenant or condition of this Lease, remedies, privileges, or options under this Lease will be deemed not to have been made unless made in writing.

16. **Assignment and Subletting.** Lessee shall have the right to assign or to sublet the Premises or any part thereof and to reassign any or all of the said Premises.
17. **Addresses for Payments and Notices.** Rent payments shall made payable to “**Joyfor Joint Venture**” and mailed or delivered to the **Lessor, c/o Continental Developers, LLC, 1604 Walnut Street, Philadelphia, PA 19103** and Notices shall be mailed to or delivered to the **Lessor c/o National Realty Corporation, 1001 Baltimore Pike, Springfield, PA 19064**, unless Lessor advises Lessee differently in writing. Notices to Lessee shall be mailed or delivered to the County Director at the address set forth on the first page of this Lease, unless Lessee advises Lessor differently in writing. All notices to either party shall be sent by certified or registered mail, return receipt requested.
18. **Jurisdiction and Venue.** This Lease will be governed by the laws of the Commonwealth of Pennsylvania, as to both interpretations and performance with Venue laid in the Court of Common Pleas for Delaware County, Pennsylvania.
19. **Representatives Bound Hereby.** The terms of this Lease will be binding on the respective successors, representatives, heirs and assigns of the Parties.
20. **Captions.** The captions and paragraphs, numbers or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in anyway.
21. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits. The term "Parties" refers to both Lessor and Lessee. The term "Lease" refers to this Commercial Lease Agreement.
22. **Entire Agreement.** This Lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, other than those contained in this Lease. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by the Parties and made a part of this Lease by direct reference.

[signature page to follow]



**SCHEDULE "A"**  
**Schedule of Rent**

<u>Period</u>	<u>Rent/Sq ft</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
04/01/2019 - 03/31/2024	\$21.50	\$95,438.50	\$7,953.21
04/01/2024 - 03/31/2029	\$22.50	\$99,877.50	\$8,323.13
Total Square Feet (approximate)	4,439		

**SCHEDULE "A"**



**SCHEDULE "B"**  
**Floor Plan**

**See Attached**

**SCHEDULE "B"**

Marpie/Newtown 32-127/32-2-43

District Justice 4439 SF

4653-57 WEST CHESTER PIKE,  
NEWTOWN TOWNSHIP, DELAWARE COUNTY, PA

December 13, 2013 No Scale

National Realty Corporation

1001 Baltimore Pike, Springfield, PA 19064 (610) 328-1700

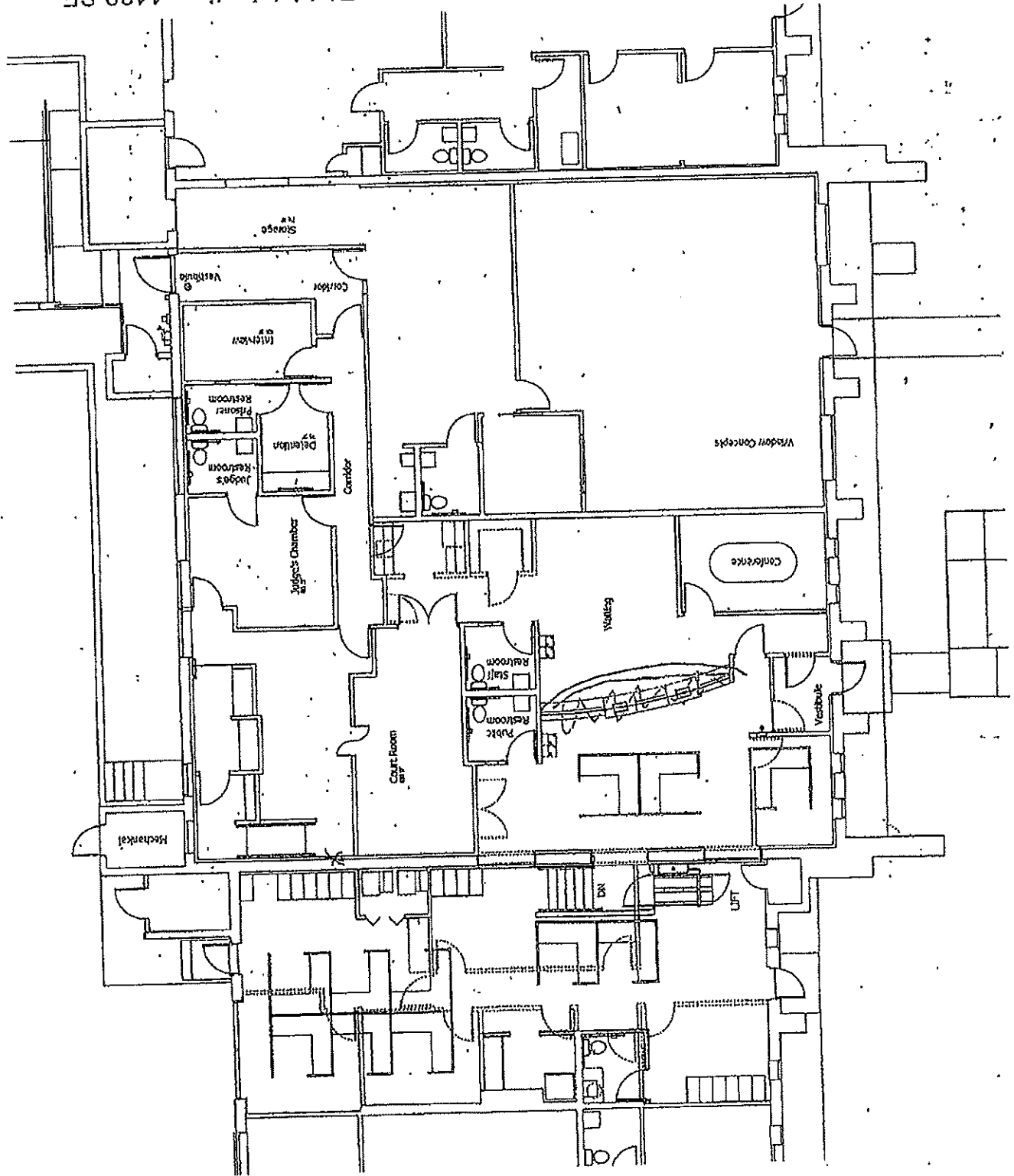
GAUZZAarchitects LLC

One West Second Street, Media, PA 19063-2801

Phone (610) 566-8369 FAX (610) 566-6730

Email Glenn@GAZZAarchitects.com

While every effort has been made, the accuracy of the information contained herein is not guaranteed or warranted by the architect and should be verified prior to construction.



**SCHEDULE "C"**  
**Schedule of Repairs, Renovations and/or Improvements**

- Painting throughout Premises to include lobby, courtroom, storage box areas, conference room and holding cell
- molding repaired and/or replaced in holding cell
- HVAC vents to be cleaned and/or replaced
- Replace stained, discolored and/or damaged ceiling tiles throughout Premises
- Repair and/or replace back door buzzer

**SCHEDULE "C"**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Joan VanHorn, Magisterial District Judges

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval for Commercial Lease Agreement between Joyce de Botton, Successor Trustee for Paul M. de Botton, Yvette F. de Botton, under Dees of Trust dated August 7, 1968, by and through its authorized agent National Realty Corporation and the County of Delaware for a new ten (10) year lease agreement for the Marple District Court (32-1-27). Rent to be \$70,500.00/year, \$5,875.00/month, \$23.50/square foot for years 1-5 and \$73,500.00/year, \$6,125.00/month, \$24.50/square foot for years 6-10. Rent will be paid to Lawrence Park Partnership. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01-1867-684-000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$70,500.00 Yearly

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[delco.dct.marple.2.26.24.pdf](#)

**COMMERCIAL LEASE AGREEMENT**

**BETWEEN**

**JOYCE de BOTTON, SUCCESSOR TRUSTEE FOR  
PAUL M. de BOTTON, YVETTE F. de BOTTON AND  
NICOLE E. de BOTTON, UNDER DEEDS OF TRUST DATED  
AUGUST 7, 1968 BY AND THROUGH IT'S AUTHORIZED  
AGENT NATIONAL REALTY CORPORATION**

**AND**

**COUNTY OF DELAWARE**

**PREMISES**

**794-796 Parkway Drive  
Broomall, PA 19008**

**SITE**

**Marple/Newtown Magisterial District Court  
MDJ 32-1-27**

**TERM**

**06/01/2024 - 05/31/2034 - initial  
06/01/2034 - 05/31/2039 - renewal term option**

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**COMMERCIAL LEASE AGREEMENT**

This Commercial Lease Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,

**BETWEEN** the Lessor:

**Joyce de Botton, Successor Trustee  
for Paul M. de Botton, Yvette F. de Botton and Nicole E. de Botton,  
under Deeds of Trust dated August 7, 1968 by and through it's Authorized Agent  
National Realty Corporation  
1001 Baltimore Pike  
Springfield, PA 19064**

hereinafter referred to as the "Lessor",

**AND** the Lessee:

**County of Delaware  
201 West Front Street  
Media, PA 19063**

hereinafter referred to as the "Lessee",

1. **Premises.** The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the Premises known as:

**794-796 Parkway Drive  
Broomall, PA 19008  
(approximately 3,000 square feet)**

hereinafter referred to as the "Premises".

2. **Initial Term.** The term of this Lease is for **ten (10) years**, beginning on **June 1, 2024** and terminating on **May 31, 2034**.
3. **Renewal Term Option.** At any time prior to **one hundred and eighty (180) days prior to** the termination of the Initial or any Renewal Term, the Lessee, upon notice to Lessor, may elect to renew this Lease for **one (1) additional term of five (5) years**. If said Renewal Term Option is not exercised by Lessee or if the Parties cannot agree as to the amount of Renewal Term Rent, then the terms and conditions contained in Paragraph 5 shall be controlling.

4. **Rent.** During the initial term of this Lease and/or any Renewal Term(s), the Lessee agrees to pay annual rent in accordance with the Schedule of Rent (attached hereto and made a part hereof as **Schedule "A"**) on or before the **fifth (5<sup>th</sup>)** day of each month.

If Lessor fails or is unable to deliver possession of the Premises in tenantable condition on the date of the commencement of the initial or renewal term, the monthly rent shall abate and Lessee shall be entitled to an offset to future rent equal to the number of days Lessor fails or is unable to deliver possession of the Premises in tenantable condition until completion of the tenantable conditions. If such tenantable conditions are not completed within **sixty (60)** days after the specified date of the commencement of the initial or renewal term, Lessee shall have the absolute option to terminate this Lease. If the Premises is in a new building under construction, tenantable conditions shall include the substantial completion of adjacent parts thereof.

5. **Holdover.** If the Lessor remains in possession of the Premises at the termination of the initial or renewal term(s), this Lease shall continue for an additional term of **one (1) month and so on from month to month at the then existing rental amount plus fifteen percent (15%)**, until terminated by either Party giving to the other Party **ninety (90)** days prior written notice of intention to terminate said Lease.

6. **Use of Premises.** The Premises shall be used for conducting business as follows:

**Marple/Newtown Magisterial District Court - MDJ 32-1-27**

7. **Taxes.** Lessor shall be responsible for any and all taxes of whatsoever nature and kind, including but not limited to, township, county, school and/or state taxes assessed during the term of this Lease on the Premises. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's Premises, or, if the assessed value of Lessor's Premises is increased by the inclusion of the value placed on Lessee's Premises and Lessor pays those taxes, lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

8. **Lessee's Covenants.** Lessee covenants and agrees as follows:

- a. To pay the rent and every installment of it when it comes due; to use the Premises in a careful and proper manner for the expressed purpose of operating magisterial district court; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state or local law or ordinance; to surrender the Premises on expiration or termination of this Lease in a broom swept and in good repair, normal wear and tear excepted.



- b. To conduct business in accordance with any and all civil, criminal, environmental and land use codes, ordinances, or other laws and/or regulations promulgated by local, state or federal governmental authorities.
- c. To maintain at all times during the lease term, at Lessee's cost, a commercial general liability insurance policy naming the Lessor as additional insured against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least **\$1,000,000.00 per occurrence/\$2,000,000.00 aggregate** for bodily injury and property damage. The insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the Commonwealth of Pennsylvania. Lessee shall deliver to Lessor annual certificates demonstrating evidence that the insurance is bound and active. Lessee further agrees to maintain at all times during the lease term, at Lessee's cost, on a causes of loss special form commercial property insurance on its personal property (including inventory) and to provide Lessor with a certificate of insurance issued by the insurance broker evidencing that insurance is bound and active. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year. The Lessor shall be named as an additional insured on Lessee's general liability policy and same provided annually to Lessor.
- d. To indemnify and hold harmless Lessor from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor by any person or persons for any injury to person or personal property or damage of whatever kind or character solely arising from the use or occupancy of the Premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the Premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the Premises by Lessee, the agents, employees or invitees of Lessee, Lessee agrees that Lessee will defend Lessor and pay whatever judgments may be recovered against Lessor to the extent that the damages are the result of negligent acts, errors or omissions of the Lessee.
- e. If any alterations, additions, or improvements in or to the Premises are made necessary by reason of the special use and occupancy of the Premises by Lessee and such alterations, additions, or improvements are the sole responsibility of Lessee, Lessee agrees that Lessee will make all such alterations, additions and improvements in or to the Premises at its own expense and in compliance with all building codes,

ordinances, and governmental regulations pertaining to such work, use or occupancy. Lessee agrees that Lessee will hold Lessor harmless against all expenses, liens, claims and damages to either personal property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

- f. Upon reasonable notice from Lessor, to permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire, at all reasonable times and to show the Premises to prospective tenants during the last **ninety (90)** days of Lessee's tenancy.

**9. Lessor's Covenants.** Lessor covenants and agrees as follows:

- a. This shall be a Full Service Lease and the Lessor shall at its own cost and expense shall furnish Lessee with the following services and utilities: (1) adequate heating, cooling and ventilation; (2) electricity, natural gas and water as required by the Lessee; (3) replacement of light bulbs and fluorescent tubes; (4) daily janitorial and cleaning services, including but not limited to, interior and exterior trash removal, cleaning supplies, sanitary paper products and window cleaning; (5) pest control and other services as required for the continued occupancy of the Premises; (6) removal of ice and snow from sidewalks, driveways and parking areas and sufficient salting of such areas within twenty-four (24) hours of a snow or ice event; (7) clearing of leaves when required and weekly landscaping as required by the Premises and/or commercial business and office complex; and (8) all other inside and outside maintenance as may be required from time to time by the Premises and/or commercial business and office complex.

If Lessor fails to perform such services as set forth above within a commercially reasonable time or as indicated, then Lessee shall, upon **twenty four (24)** prior hour notice to Lessor, be permitted to contract or perform such services and deduct the cost and expense incurred from the next month(s) rent due under this Lease until such cost and expense is fully reimbursed to Lessee.

- b. Lessor shall at its expense maintain and keep in repair the building and Premises, including but not limited to, exterior, interior, parking lots, driveways and all structural parts, fixtures, wiring, plumbing, heating, water pipes, plastering and flooring therein, excepting only those installations, if any, provided by the Lessee. Without limiting the foregoing, Lessor agrees to keep heating, air conditioning, ventilation, utilities and the Premises in first class operating condition and available for continuous use by the Lessee.
- c. To warrant and defend Lessee in the enjoyment and peaceful possession of the Premises during the aforesaid term and the right to use the same free of interference from noise, noxious or unpleasant fumes or odors or other disturbance from other tenants in the same building or center.

- d. In case of damage to glass in the leased Premises, to replace it with glass of the same kind, size and quality as quickly as possible as Lessor's expense.
- e. At the inception of this Lease the Lessor has provided the Property as finished space as set forth in and attached as **Schedule "B"** and agrees to make certain repairs, renovations and/or improvements at the inception of this Lease as set forth in and attached as **Schedule "C"**, to be completed within **sixty (60) days** of the inception date of this Lease and agrees to make certain repairs, renovations and/or improvements as requested by the Lessee as needed and/or no later than five (5) years from inception date, and upon exercise of any renewal term.
- f. To conduct business in accordance with any and all civil, criminal, environmental and land use codes, ordinances, or other laws and/or regulations promulgated by local, state or federal governmental authorities.
- g. To maintain at all times during the term(s) of this Lease, at Lessor's cost, a commercial general liability insurance policy protecting Lessee against all claims or demands that may arise or be claimed on account of Lessor's ownership of the Premises, in an amount of at least **\$1,000,000.00 per occurrence/\$2,000,000.00 aggregate** for bodily injury and property damage. Lessor further agrees to maintain at all times during the lease term, at Lessor's cost, commercial property insurance on the building, its machinery and equipment, its personal property(including inventory) and to provide Lessee with a certificate of insurance issued by the insurance company or insurance broker demonstrating that insurance is bound and active. The policy shall be endorsed to waive subrogation against the Lessee. At its option, Lessee may request Lessor to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessee thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessor and shall be for a period of at least one year. The Lessee shall be named as an additional insured on Lessor's policies. All insurance policies shall be placed with insurers licensed to do business within the Commonwealth of Pennsylvania and have a minimum A.M. Best rating of A-XIII. Lessor shall provide Lessee with certificates of insurance evidencing such coverage with the additional insured and waiver of subrogation endorsements attached five (5) days prior to annual renewal on an annual basis.
- h. To indemnify and hold harmless Lessee from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessee by any person or persons for any injury to person or personal property or damage of whatever kind or character solely arising from the ownership and operation of the Premises by Lessor; from any neglect or fault of Lessor or the agents and the employees of Lessor in using and occupying the Premises; or from any failure by Lessor to comply and conform with all laws, statutes, ordinances, and regulations of

any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessee on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or ownership of the Premises by Lessor, the agents, employees or invitees of Lessor, Lessor agrees that Lessor will defend Lessee and pay whatever judgments may be recovered against Lessee.

- i. If any alterations, additions, or improvements in or to the Premises are made necessary by Lessor, Lessor agrees that Lessor will make all such alterations, additions and improvements in or to the Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use or occupancy. Lessor agrees that Lessor will hold Lessee harmless against all expenses, liens, claims and damages to either personal property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

**10. Waiver of Subrogation Rights.** The Parties hereby waive any rights each may have against the other on account of any loss or damage occasioned to the Parties, as the case may be, their respective personal property, the Demised Premises, its contents or to the other portions of the Premises, arising from any risk covered by fire and extended coverage insurance, and to the extent of recovery under any other valid and collectible policies of such insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The Parties hereto each, on behalf of their respective insurance companies insuring the Premises or personal property of either Party against any such loss, waive any right of subrogation that such insurers may have against the Parties, as the case may be.

**11. Termination by Lessor.** Lessor may terminate this Lease and enter and take possession of the Premises from Lessee, all without waiving any rights which Lessor may have at law hereunder, without further notice or demand, following any of the following events:

- a. Lessee fails to pay rent due hereunder within **thirty (30)** days following written notice of default therein.
- b. Lessee shall fail to commence curing any other violation of Lessee's covenants contained in this Lease within thirty (30) days after written notice thereof, or having commenced to cure, should fail to cure same with due diligence.
- c. If Lessee is declared insolvent or adjudicated a bankrupt, if Lessee makes an assignment for the benefit of creditors, if Lessee's leasehold interest is sold under execution or a trustee in bankruptcy or if a receiver is appointed for Lessee.

**12. Termination by Lessee.** Lessee may terminate this Lease, all without waiving any rights which Lessee may have at law hereunder, without further notice or demand, following any of the following events:

- a. If the Premises, or any building which the Premises is part or any portion thereof, are made untenantable by fire, the elements or other casualty, whether or not by an act of nature, rent shall abate from the date of such casualty until tenantability is restored. Lessor shall restore the Premises with all reasonable speed, and if Lessor does not restore the Premises or the affected portion to tenantability within **sixty (60)** thereafter, Lessee may then terminate this Lease retroactive to the date of the casualty. In the event of such termination, the rent shall be paid only to the date of the damage. If the Lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.
  - b. This Lease covers only a portion of Lessor's rentable space in the building and/or commercial business and office complex in question. Should the use of Lessor's space in other portions of said building and/or commercial business and office complex change or the usage of space of other tenants in the building or commercial business and office complex change and in Lessee's sole discretion, such change in tenancy is incompatible with Lessee's use of the Premises, then Lessee shall notify the Lessor of such incompatibility. Lessor shall have **fifteen (15) days** to cure such incompatibility and in such event that Lessor shall fail to do so, Lessee shall have the right to terminate this Lease.
  - c. The Lessee shall have the absolute right to terminate this Lease upon providing Lessor with **one hundred-eighty (180)** days prior notice of such termination if: (1) the Pennsylvania Supreme Court eliminates or realigns Magisterial District Court 32-1-27 or (2) Magisterial District Court 32-1-27 is re-located to a County, Municipal or Governmental owned or Leased facility or property.
13. **Termination of Prior Lease Agreement.** The prior existing Lease Agreement dated on or about May 15, 2019 is hereby terminated by the execution of this Commercial Lease Agreement.
14. **Defaults other than Rent.** If either Lessor or Lessee fail to perform or breaches any agreement in this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for **thirty (30)** days after a written notice specifying the required performance has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this Lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Lessor or Lessee may, after **thirty (30)** days written notice to the other, comply therewith or correct any such breach, and the costs of that compliance shall be payable on demand.
15. **Election by Parties not Exclusive.** The exercise by Lessor or Lessee of any right or remedy to enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded by this Lease, statute or law. The failure in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions

of this Lease or to exercise any remedy, privilege, or option conferred by this Lease shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option, or remedy as that right shall continue in full force and effect. Even with the knowledge of the breach of any covenant or condition of this Lease, remedies, privileges, or options under this Lease will be deemed not to have been made unless made in writing.

16. **Assignment and Subletting.** Lessee shall have the right to assign or to sublet the Premises or any part thereof and to reassign any or all of the said Premises.
17. **Addresses for Payments and Notices.** Rent payments shall be made payable to “**Lawrence Park Partnership**” and mailed or delivered to the **Lessor, c/o Continental Developers, LLC, 1604 Walnut Street, Philadelphia, PA 19103** and Notices shall be mailed to or delivered to the **Lessor c/o National Realty Corporation, 1001 Baltimore Pike, Springfield, PA 19064**, unless Lessor advises Lessee differently in writing. Notices to Lessee shall be mailed or delivered to the County Director at the address set forth on the first page of this Lease, unless Lessee advises Lessor differently in writing. All notices to either party shall be sent by certified or registered mail, return receipt requested.
18. **Signage.** Lessee shall be permitted to place exterior and interior signage only as agreed to by the Lessor, which agreement shall not be unreasonably withheld. Lessee shall maintain all such signage in good condition and repair and remove any signage at the end of the term and repair all damage caused thereby.
19. **Parking.** Lessee shall have the non-exclusive use of parking spaces in the parking lot and five (5) exclusive dedicated parking spaces, including 1 handicap parking spot, directly in front of the Premises.
20. **Mechanics Liens.** Upon the completion of any work performed by Lessee for which a lien could be filed against the Premises by any contractor, subcontractor or materialman (each, a “Contractor”), Lessee shall deliver to Lessor a signed, acknowledged and sealed final release of liens for each such Contractor in a form reasonably acceptable to Lessor. Lessee shall, within thirty (30) days after notice from Lessor, discharge or bond over any mechanics’ lien for materials or labor claimed to have been furnished to the Premises on Lessee’s behalf and shall indemnify and hold harmless Lessor from any and all claims, costs, damages, loss, liabilities and expenses (including, without limitation, reasonable attorney’s fees) incurred by Lessor in connection therewith.
21. **Liability.** Notwithstanding anything to the contrary contained in this Lease, it is expressly understood and agreed by Lessor and Lessee that none of Lessor’s or Lessee’s covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Lessor and Lessee or their respective officials, principals, partners, shareholders, trustees and or employees, and any liability for damage or breach or

nonperformance by Lessor or Lessee, its agents or employees or for the negligence of Lessor or Lessee, its agents or employees, shall be collectible only out of Lessor's or Lessee's interest and no personal liability is assumed by, nor at any time may be asserted against, Lessor and Lessee or their respective officials, principals, partners, shareholders, trustees and or employees, legal representatives, successors or assigns, if any; all such liability, if any, being expressly waived and released by Lessor and Lessee. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessor or Lessee be liable to the other party for any consequential damages, lost profits, loss of business or other similar damages, regardless of whether the same arises out of the negligence of that party, its agents or employees (except that Lessee may be liable for such damages in connection with a holdover).

**22. Environmental Matters.** Lessor and Lessee, its agents, employees, contractors, tenants and invitees shall not cause to occur in, on or under the Premises any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence or handling of hazardous substances, hazardous wastes or hazardous materials (as such terms are now or hereafter defined under applicable statutes, ordinances, regulations, orders or directives of any governmental authorities concerning the environment (collectively, the "Environmental Statutes")) or any other material, substance, liquid, effluent or product now or hereafter regulated by any Environmental Statute (all of the foregoing herein collectively called "Hazardous Substances"); provided, however, that Lessor and Lessee shall be entitled to use products at the Premises in accordance with their normal use and in accordance with all Environmental Statutes. Should Lessor and Lessee, its agents, employees, contractors, tenants or invitees cause any release of Hazardous Substances at the Premises in violation of any Environmental Statute or any requirement of any insurer of the Shopping Center, Lessor and Lessee shall promptly upon discovery notify Lessor and Lessee in writing and immediately contain, remove and dispose of, such Hazardous Substances and any material that was contaminated by the release in violation of such Environmental Statutes as required by the environmental governmental agency having jurisdiction over the Premises. When conducting any such measures the Lessor and Lessee shall comply with all Environmental Statutes. Lessor and Lessee, as the case may be, hereby agrees to indemnify and to hold harmless the other and its agents and employees, of, from and against any and all expense (including, without limitation, reasonable attorney's fees), loss or liability suffered by said parties by reason of Lessor's or Lessee's breach of any of the provisions of this Section. Lessor and Lessee covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

**23. Subordination.** This Lease is and shall be subject and subordinate to all of the terms and conditions of all underlying mortgages and to all ground or underlying leases of the Shopping Center which may now or hereafter encumber the building and/or the Shopping Center, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be necessary. Notwithstanding the automatic subordination of this Lease, Lessee shall execute, within thirty (30) days after request, any certificate that Lessor may reasonably require acknowledging such subordination.

24. **Certificates.** Lessee agrees from time to time within thirty (30) days after request of Lessor, to deliver to Lessor, or Lessor's designee, an estoppel certificate stating that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the date to which the Rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by Lessor or Lessor's designee. Any such certificate may be conclusively relied upon by Lessor or Lessor's designee.
25. **Time of the Essence.** Time is of the essence with respect to all obligations set forth in this Lease.
26. **Waiver of Jury Trial.** To the extent that they may lawfully do so, the parties hereto waive trial by jury in any action or proceeding brought on, under or by virtue of this Lease.
27. **Force Majeure.** Either Party to this Lease shall be excused for the period of any delay in the performance of any obligations hereunder, other than the obligation to pay Rent, when prevented from so doing by cause or causes beyond such party's control which shall include, without limitation, all labor disputes, civil commotion, war, war like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any materials or services or through acts of God.
28. **Brokerage.** The Lessor represents that they have a business relationship with the broker National Realty Corporation in connection with this Lease and Lessor shall be solely responsible for any commissions or other payments due such broker in connection with this Commercial Lease Agreement. The Lessee represents that they do not have a business relationship with a broker in connection with this Lease
29. **Authority to Execute.** The Parties warrant and represent that the individual signing this Lease on behalf of Lessor and Lessee has the requisite authority to enter into this Lease and bind their respective Party to the terms, covenants and conditions contained in this Lease.
30. **Jurisdiction and Venue.** This Lease will be governed by the laws of the Commonwealth of Pennsylvania, as to both interpretations and performance with Venue laid in the Court of Common Pleas for Delaware County, Pennsylvania.
31. **Validity of Lease.** If a clause or provision of this Lease is determined to be legally invalid, then that clause or provision shall be unenforceable and the remainder of this Lease shall remain in full force and effect.
32. **Representatives Bound Hereby.** The terms of this Lease will be binding on the respective successors, representatives, heirs and assigns of the Parties.



- 33. **Captions.** The captions and paragraphs, numbers or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in anyway.
- 34. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits. The term "Parties" refers to both Lessor and Lessee. The term "Lease" refers to this Commercial Lease Agreement.
- 35. **Entire Agreement.** This Lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, other than those contained in this Lease. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by the Parties and made a part of this Lease by direct reference.

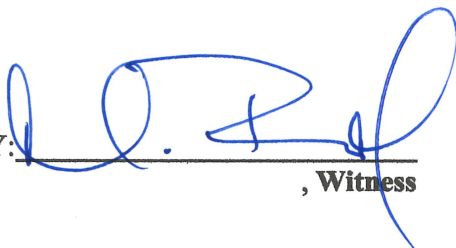
IN WITNESS WHEREOF, the Parties have executed this Commercial Lease Agreement the date first written above.

**ATTEST**

**Joyce de Botton, Successor Trustee for  
Paul M. de Botton, Yvette F. de Botton  
and Nicole E. de Botton, under Deeds of  
Trust dated August 7, 1968**


**BY: National Realty Corporation,  
Authorized Agent**

BY: \_\_\_\_\_



, **Witness**

BY: \_\_\_\_\_



**Paul M. de Botton, President  
Lessor**

**ATTEST**

**COUNTY OF DELAWARE**

BY: \_\_\_\_\_

**Anne M. Coogan, County Clerk**

BY: \_\_\_\_\_

**Dr, Monica Taylor, Chair  
Delaware County Council  
Lessee**

**SCHEDULE "A"**  
**Schedule of Rent**

<u>Period</u>	<u>Rent/Sq ft</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
06/01/2024 - 05/31/2029	\$23.50	\$70,500.00	\$5,875.00
06/01/2029 - 05/31/2034	\$24.50	\$73,500.00	\$6,125.00
Total Square Feet (approximate)	3,000		

**SCHEDULE "A"**

**SCHEDULE "B"**  
**Floor Plan**

**See Attached**

**SCHEDULE "B"**

**SCHEDULE "C"**  
**Schedule of Repairs, Renovations and/or Improvements**

- Painting throughout public area of the Premises to include lobby, courtroom, conference room, bathroom and holding cell
- Carpets to be cleaned throughout Premises
- Lighting fixtures and bulbs to be repaired and/or replaced throughout Premises
- Replace stained, discolored and/or damaged ceiling tiles throughout Premises
- Expired fire extinguishers to be replaced

**SCHEDULE "C"**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Barbara O'Malley, Executive Director

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a Professional Service Agreement between the County of Delaware and The Echo Group, LLC for Communications Consulting Services in the amount of \$58,500 through December 31, 2024.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01-0792-635000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$58,500

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Echo Agreement DRAFT.pdf](#)

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is made as of this 1st day of April, 2024, by and between **THE ECHO GROUP, LLC** (“Consultant”) and the **COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA** (the “County”).

1. Services to Be Performed. Consultant agrees to provide services to the County as set forth on Exhibit A. If there is any conflict between the provisions in Exhibit A and the provisions of this Agreement, the provisions of this Agreement shall control.

2. Term and Termination. The term of this Agreement will begin as of the date first set forth above and terminate on December 31, 2024; provided, the County and/or the Consultant may terminate this Agreement on fifteen (15) days written notice at any time after June 30, 2024. If this Agreement is terminated for any reason, the County shall not be liable to Consultant for any damages, claims, losses, or any other amounts arising from or related to such termination. Consultant’s fees shall only be payable as accrued through the date of termination.

3. Compensation. For providing all services under this Agreement, the County shall pay Consultant the fees and costs described in Exhibit A. Consultant shall be paid for services acceptable to County within forty-five (45) days of receipt of an invoice. Consultant agrees to reimburse 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.

Any request for payment of expenses (including travel) other than those specified on Exhibit A must be pre-approved, in writing, by the County Executive Director, and all expenses will only be paid upon presentation of appropriate receipts. All travel will be reimbursed at the federal GSA rate found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> including lodging, airfare, and rental car expenses.

4. Compliance with Legal Requirements. Consultant shall stay fully informed of the applicable Federal, state and local laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such laws as they may be amended from time to time.

5. Confidentiality and Use Restrictions. All government and business information disclosed by the County to Consultant in connection with this Agreement shall be treated as confidential information unless it is or later becomes publicly available through no action of Consultant, or it was or later is rightfully developed or obtained by Consultant from independent sources free from any duty of confidentiality. The County's confidential information shall be held in strict confidence by Consultant and shall not be used or disclosed by Consultant for any purpose except as reasonably necessary to implement or perform this Agreement, or except as required by law or governmental agency, provided that the County is given notice and a reasonable opportunity to obtain a protective order at the County’s cost and expense. Consultant understands that the unauthorized disclosure of confidential information may violate the state and/or Federal law and subject Consultant to civil liability. Consultant agrees to enter into any further agreement reasonably required to implement the provisions of this paragraph.

6. Independent Contractor. It is expressly acknowledged by the parties that the County and Consultant are independent contracting parties, and Consultant shall be deemed at all times to be an independent contractor and not an employee of the County. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant or partnership or joint venture relationship. Consultant shall be responsible for paying any taxes applicable to payments made under this Agreement.

7. Limitation on Authority; No Other Obligations. Consultant shall have no authority to act for or on behalf of the County except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Consultant may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of County.

8. Indemnification; Limitation on Liability. Consultant shall indemnify and hold harmless the County, its council, officials, officers, employees and agents from, and shall defend it and them against, liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation to the extent caused by any negligent act or omission of Consultant. Notwithstanding the foregoing, Consultant shall have no obligation under this Section with respect to any loss that is caused by the gross negligence or willful misconduct of the County. THE COUNTY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE THOSE PROVIDED FOR IN SECTION 3 OF THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR INJURY OF ANY KIND IN CONNECTION WITH THIS AGREEMENT.

9. Books and Records. Consultant shall maintain (in accordance with generally accepted accounting principles) books, records, documents, correspondence, and other data pertaining to this Agreement to the extent and in such detail as will properly reflect all costs, direct and operating of materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Agreement.

10. Assignment; Successors and Assigns. Neither this Agreement nor any of Consultant's rights hereunder shall be assigned or subcontracted by Consultant without the prior written consent of the County. Consultant shall promptly send notice of any such permitted assignment. Any purported assignment in violation of this section shall be of no force or effect. This Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

11. No Third Party Beneficiaries. The parties to this Agreement do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Consultant.

12. Amendment. This Agreement may be amended only by mutual agreement expressed in writing and signed by the County and Consultant.

13. Compliance with Law. Each and every provision required to be inserted in this Agreement by the law of the Commonwealth of Pennsylvania (the "Commonwealth") or the lawful regulations of any agency of the Commonwealth, and, if the services hereunder involve the use of federal funds, by any law of the United States of America or the lawful regulations of any federal agency applicable to this Agreement, are included herein by reference, and this Agreement shall be read, interpreted and enforced as if such provisions were set forth therein full. If desired by the County or by any Commonwealth or federal officer having power to require the inclusion of provisions and terms herein, this Agreement shall be forthwith physically amended to include such provisions over the signature of the Consultant.

14. Entire Agreement; No Waiver. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.

15. Applicable Law, Jurisdiction. This Agreement shall be governed in all respects by the laws of the Commonwealth without giving effect to its rules relating to conflicts of laws. Consultant 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 agreement 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.

16. Insurance. Consultant shall, at its sole cost and expense, procure professional liability insurance in amounts reasonable and customary for the services being provided hereunder.

17. Title to Work Product. Title to all deliverables generated by Consultant in performance of this Agreement shall be vested in the County to use in any manner and for any purpose it may desire. Consultant shall not publish any deliverables generated in its performance of this Agreement without the written consent of the County, to be given or withheld in its sole discretion. Consultant accepts no responsibility for the use of the product beyond the intended purpose of this Agreement.

**[Signature Page Follows.]**



IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the County and Consultant by their authorized representatives have caused these presents to be properly executed as of the date first written above.

**THE ECHO GROUP, LLC**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**  
**Date:**

**COUNTY OF DELAWARE**

**BY:** \_\_\_\_\_  
**Council Chair**

**ATTESTED:** \_\_\_\_\_  
**County Clerk**  
**Date:**

**EXHIBIT A**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Jonathan Lichtenstein, Personnel

**ITEM TYPE:** General

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of District Attorney's Office personnel items as set forth on the attached list.

**EXPENSE BUDGET LINE ITEM** TBD  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** TBD  
**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[District Attorney Approvals.docx](#)

District Attorney – Approvals for Special Victims Unit

April 17, 2024 Council meeting

1. Approval to increase pay level for Four (4) Special Victims Unit attorneys from \$74,263.00 to \$77,100.00 for an increase of \$2,837 effective 3/31/24.
2. Approval to increase the pay level for Sr. Special Victims Unit attorney from \$74,263.00 to \$78,542.00 for a difference of \$4,279 effective 3/31/24.
3. Approval to increase pay for Juvenile attorney from \$68,958.50 to \$71,950.00 for a difference of \$2,991.50 effective 3/31/24.



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Appointments

**AGENDA SECTION:** Appointments

**SUBJECT:** Approval to appoint Matthew Piotrowski to the Delaware County Drug & Alcohol Commission for the category of recovery person to a term ending September 1, 2024.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** n/a

**ESTIMATED/ACTUAL COST OF REQUEST:** no cost

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Appointments

**AGENDA SECTION:** Appointments

**SUBJECT:** Approval to appoint Christine Reuther to the Community Action Agency of Delaware County with a term ending April 30, 2025.

**EXPENSE BUDGET LINE ITEM** n/a

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** no cost

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 17, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** Solicitor

**SUBJECT:** Approval to file five (5) Petitions for the Termination of Parental Rights with the Orphans Court.

**EXPENSE BUDGET LINE ITEM** n/a

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** no cost

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**