

A G R E E M E N T

THIS AGREEMENT, hereinafter referred to as “the Agreement,” effective for the term specified in Article 3 below, is made by and between the **COUNTY OF ALLEGHENY**, a home rule county and political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as “the County,” and **INSERT NAME OF CONTRACTOR**, a Pennsylvania Profit/Non-Profit (circle one) corporation with its principal place of business located **INSERT ADDRESS**, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the County, on behalf of its Department of Human Services, hereinafter referred to as “the Department,” is desirous of engaging the Contractor to provide or perform certain services and the Contractor is willing to provide or perform those services under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound thereby, the County and the Contractor agree as follows:

1. **ENGAGEMENT/SCOPE OF SERVICES:** The County, by and on behalf of the Department, hereby engages the Contractor to provide or perform those services described in detail in the document marked as “Work Statement,” hereinafter referred to as “the Scope of Services,” which is incorporated by reference in its entirety herein and attached hereto as Exhibit “A” to this Agreement. The Contractor accepts the engagement and agrees to devote its skills and the skills of its agents, servants and employees to the best of their abilities toward the successful completion of this engagement. The Contractor agrees to provide or perform the Scope of Services under the overall supervision of the Director of the Department or his designee, hereinafter “the Director.”

2. **COMPENSATION; PAYMENTS BY COUNTY:**

A. In consideration of the provision or performance of the Scope of Services described in Exhibit A, the County agrees to pay the Contractor the amount of compensation set forth in the document marked “Payment Provisions,” which is incorporated by reference in its entirety herein and attached hereto as Exhibit “B” to this Agreement. The Contractor agrees that, as a condition precedent to the payment of any monies by the County under this Agreement, it shall fully comply with all of the terms and conditions set forth in Exhibit B.

B. The parties acknowledge and agree that the County shall have no right to require and the Contractor shall have no obligation to provide, perform or carry out any services described in Exhibit A when such provision or performance would exceed the amount of compensation set forth in Exhibit B. In no event shall the County pay or be obligated to pay any amount of money other than the amount of compensation set forth in Exhibit B without a written amendment to this Agreement.

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3. **TERM:** This Agreement shall commence on _____, 201_ and, unless terminated earlier as provided in Paragraph 7 below, shall end on _____, 201_.

4. **NO CO-PARTNERSHIP OR AGENCY:** Nothing in this Agreement shall create or establish the relationship of co-partners between the parties or constitute the Contractor as the representative or agent of the County for any purpose whatsoever. At all times under this Agreement, the Contractor shall perform or provide the Scope of Services as an independent Contractor.

5. **INDEMNIFICATION:**

A. The Contractor agrees to indemnify, protect, defend and hold harmless the County, its elected officials, officers, appointees and employees from and against any and all liability, damages, claims, lawsuits, liens and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification, for injuries to or the death of any person(s), and/or the loss of real, personal or intangible property of any kind or nature caused by, in conjunction with, or arising out of the Scope of Services provided, performed, carried out or undertaken by the Contractor pursuant to this Agreement. The Contractor's obligation to indemnify, protect, defend and hold the County harmless, as set forth in this Article 5, shall include any and all attorney's fees incurred by the County, in the defense of and/or handling of any lawsuits, demands, liens, judgments, claims and the like and all attorney's fees and investigation expenses incurred by the County in enforcing and/or obtaining compliance with the provisions of this paragraph.

B. The Contractor agrees to indemnify, protect, defend and hold harmless the County, its elected officials, officers, appointees and employees from any claims against or liability for compensation under the Pennsylvania Workers' Compensation Act, 77 P.S. § 1 *et seq.* arising out of injuries sustained by any employees or agents of the Contractor or of any licensees, contractors, or sub-contractors of the Contractor.

C. Each party shall give to the other party prompt and timely written notice of any claims made or lawsuits filed, which, in any way, directly or indirectly, contingently or otherwise affect or may affect the other party. Each party shall have the right to defend and compromise any claim or lawsuit to the extent of its own interest.

6. **INSURANCE:**

A. The Contractor shall, at its own cost and expense, maintain in effect at all times throughout the term of this Agreement policies of insurance meeting the requirements specified by the Department in the document marked "Insurance Requirements" which is incorporated by reference in its entirety herein and attached hereto as Exhibit "C," to this Agreement. All policies of insurance shall be endorsed to include the County, its elected officials, officers, appointees and employees as additional insureds.

B. The Contractor shall provide the Director, prior to or contemporaneously with the execution of this Agreement, with a Certificate(s) of Insurance issued by a company or

companies licensed to do business in the Commonwealth of Pennsylvania, or licensed to do business in the Contractor’s home state, evidencing the insurance coverage(s) identified in Exhibit C, and shall submit the new Certificate(s) of such insurance coverage no later than thirty (30) days prior expiration, throughout the term of this Agreement.

C. In addition to identifying the County, its elected officials, officers, appointees and employees as additional insureds, the Certificate(s) of Insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy that would change, restrict or reduce the insurance provided or change the name of the insured.

D. The Director may, at his discretion, waive or modify any of the insurance requirements set forth in Exhibit C with the exception of Workers’ Compensation Insurance, which is required by law. The Contractor’s request for a waiver of the insurance requirements must be set forth in writing and state the specific reasons that the waiver is being requested.

7. TERMINATION:

A. County’s Reasons For Termination: The County, through the Director, shall have the right to terminate this Agreement for any of the following reasons:

(1) Termination for Convenience: The County shall have the right to terminate the Agreement for its convenience upon giving thirty (30) days written notice to the Contractor. In the event that the County elects to terminate the Agreement for its convenience, the County shall pay the Contractor for all satisfactory work on the Scope of Services completed or services performed up to and including the date of termination.

(2) Termination for Non-Appropriation/Insufficient Appropriation: In the event that funding to the County from Federal, State, and local funding sources is not obtained or continued at an aggregate level sufficient to allow for the payment of the Scope of Services set forth in Exhibit A from the Contractor, the County may exercise either one of the following options: (a) Issue a written Notice of Termination of this Agreement to the Contractor effective upon a specified date. In the event of termination of the Agreement for non-appropriation/insufficient appropriation, the County shall pay the Contractor for all satisfactory work completed or services performed, if any, up to and including the date of termination; or (b) Continue the Agreement by written amendment providing for a reduction in either the term of the Agreement, the Scope of Services to be provided or the compensation to be paid to the Contractor pursuant to this Agreement, or any combination thereof in a manner consistent with the nature, amount and circumstances of the County’s loss of State, Federal, and/or Local funding; provided, however, that any termination or reduction of the term, compensation or Scope Of Services under this Agreement shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction of the term, Scope of Services or compensation under this Agreement.

(3) Termination due to Default: The County shall have the right to immediately terminate the Agreement upon notice to the Contractor for any reason set forth in the

Paragraph entitled “Default” in the “Incorporated Standard County Terms and Conditions” described herein. The County shall also have the right to immediately terminate the Agreement upon notice to the Contractor for breach or violation of any term or condition as specified in any Exhibit to this Agreement, or any applicable law, rule or regulation governing the provision of the Scope of Services.

B. Contractor’s Reasons For Termination: The Contractor shall have the right to terminate this Agreement for the following reasons: (1) for its convenience upon giving ninety (90) days written notice to the Department; and (2) upon notice to the County for any reason set forth in the Paragraph entitled “Default” in the “Incorporated Standard County Terms and Conditions” described herein.

C. Contractor’s Actions Subsequent to Termination: Upon receipt of a Notice of Termination or upon giving a Notice of Termination, and, except as otherwise directed by the County, the Contractor shall take the following actions: (1) Stop work under this Agreement on the date of and to the extent specified in the Notice of Termination; (2) Place no further orders, contracts, or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the Scope of Services under this Agreement as is not terminated; (3) Terminate all orders, contracts, and subgrants to the extent that they relate to the performance of work or services 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 interest of the Contractor under the orders, contracts or subgrants so terminated, and at the discretion of the County, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants; (5) Settle all outstanding liabilities and claims arising out of such termination of orders, contracts, and subgrants, with the approval or ratification of the County, to the extent that the County may require. Such approval or ratification shall be final for all 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 by virtue of, or in any manner or degree of, the performance of Contractor hereunder; (6) Arrange for the transfer and delivery of all data in accordance with Incorporated Standard County Terms and Conditions described herein; and (7) Take all other reasonable and necessary actions to wind up the administration of this Agreement in an orderly manner.

8. INCORPORATION OF CONTRACT MANUAL:

A. The Contractor acknowledges that funding for the Scope of Services is provided in whole or in part by grants made to the County by departments and agencies of the United States Government or the Commonwealth of Pennsylvania. All of the terms and conditions governing the grant funds received by the County, including but not limited to a listing of particular federal and/or state laws, rules and regulations relevant to the Contractor’s provision or performance of the Scope of Services under the Agreement, are set forth in a set of documents developed, compiled and created by the Department which is generally referred to as the “Contract Manual.” In providing or performing the Scope of Services described in Exhibit A, the Contractor shall adhere to the General and Special Terms and Conditions set forth in the Contract Manual as designated in the document marked “Special Provisions,” which is incorporated by reference in its entirety herein and attached hereto as Exhibit “D” to this Agreement.

B. Although referred to in the singular, the term “Contract Manual,” as used in the Agreement, shall refer to and include any of the Contract Manuals developed, compiled and created by the Department that are applicable to this Agreement because: (1) more than one federal, state or local funding source is used to support the Scope of Services; or (2) certain work or activities set forth in the Scope of Services are subject to particular laws, rules or regulations.

C. If any provision of the Agreement is in conflict with any terms or conditions set forth in the Department’s Contract Manual, the provisions set forth in the Contract Manual shall be controlling.

D. Due to its size and voluminous nature, the Contract Manual(s) is/are not attached hereto. The Contract Manual(s) incorporated by reference as part of this Agreement pursuant to Exhibit D is/are available on the Department’s website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>. Upon written request, the Department will provide paper copies of the Contract Manual(s) to the Contractor.

E. Any and all provisions included in any applicable Contract Manual are subject to modification by revisions or changes to federal, state and local rules and regulations at any time. Notwithstanding any provision in the Incorporated Standard County Terms and Conditions, all such revisions and changes shall be automatically deemed to be part of the applicable Contract Manual and shall be incorporated automatically as part of the Agreement without the necessity of a written amendment. The Department shall provide written notice of any changes in any applicable Contract Manual.

9. INCORPORATED STANDARD COUNTY TERMS AND CONDITIONS: Unless otherwise deleted, changed or modified by the document marked “Modified or Deleted Terms and Conditions” (attached hereto, if necessary, as Exhibit “E,”), the parties expressly acknowledge and agree that the terms and conditions set forth in the document entitled “Incorporated Standard County Terms and Conditions,” which can be found at on the Department’s website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>, are specifically incorporated by reference in their entirety herein and are made a part of this Agreement. Upon written request, the Department will provide paper copies of the Incorporated Standard County Terms and Conditions to the Contractor.

10. INCORPORATED STANDARD FEDERAL/STATE TERMS AND CONDITIONS: The Contractor acknowledges that the County, as a recipient of federal and state funds for the Department, is required to ensure that Contractor adheres to and complies with applicable federal and state funding requirements. Unless otherwise deleted, changed or modified by the document marked “Modified or Deleted Terms and Conditions” (attached hereto, if necessary, as Exhibit “E,”), the parties expressly acknowledge and agree that the terms and conditions set forth in the document entitled “Incorporated Standard Federal/State Terms and Conditions,” which can be found at on the Department’s website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>, are specifically incorporated by reference in their entirety herein and are made a

part of this Agreement. Upon written request, the Department will provide paper copies of the Incorporated Standard Federal/State Terms and Conditions to the Contractor.

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IN WITNESS WHEREOF, the parties hereto have signed this **AGREEMENT**

on the date below indicated.

CONTRACTOR	INSERT PROVIDER/VENDOR NAME
-------------------	------------------------------------

Authorized Signature _____ Date _____
Please print/type Name & Title _____

COUNTY OF ALLEGHENY

BY: _____
County Manager Date

APPROVED BY DIRECTOR

Marc Cherna, Director Date
Allegheny County Department of Human Services

APPROVED AS TO FORM

Allegheny County Solicitor Date Assistant Allegheny County Solicitor Date

Agreement between the County of Allegheny Department of Human Services and

INSERT PROVIDER/VENDOR NAME

Authorized by the County on _____ at Executive Action No. _____

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IN WITNESS WHEREOF, the parties hereto have signed this **AGREEMENT**

on the date below indicated.

CONTRACTOR	INSERT PROVIDER/VENDOR NAME
-------------------	------------------------------------

Authorized Signature _____ Date _____
Please print/type Name & Title _____

COUNTY OF ALLEGHENY

BY: _____
County Manager Date

APPROVED BY DIRECTOR

Marc Cherna, Director Date
Allegheny County Department of Human Services

APPROVED AS TO FORM

Allegheny County Solicitor Date Assistant Allegheny County Solicitor Date

Agreement between the County of Allegheny Department of Human Services and
INSERT PROVIDER/VENDOR NAME
Authorized by the County on _____ at Executive Action No. _____

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INSERT

EXHIBIT A WORKSTATEMENT

EXHIBIT B

PAYMENT PROVISIONS

**for the Agreement
by and between
Allegheny County Department of Human Services
and
Insert Provider/Vendor Name**

The Allegheny County Department of Human Services (hereinafter the DEPARTMENT) has received or is anticipating receiving funds from federal, state, local and private sources for the provision of services identified in Exhibit A (Workstatement) of this AGREEMENT.

General Terms and Conditions

The following general terms and conditions related to provision of payment for this agreement shall apply to all providers regardless of fund source and/or service type:

CONTRACTOR shall adhere to the applicable chapters and fiscal requirements set forth in the Contract Specifications Manual on Payment Provisions, Budgets and Invoicing. Refer to Article 42 of the AGREEMENT for additional information regarding the contract manual(s).

CONTRACTOR shall be paid at the corporate address identified on Page One (1) of the AGREEMENT unless CONTRACTOR otherwise notifies COUNTY in writing or provides a payment address herein.

No payment shall be made under this AGREEMENT until the contract has been fully executed and all insurance requirements have been fully implemented.

CONTRACTOR does not have the authority to transfer allocated funds from one category of service to another without prior written authorization of the DEPARTMENT. Further, in the event services in the contract are reduced the allocated funding shall be reduced commensurately. If services are being terminated, the allocation for said services should be considered withdrawn by the COUNTY unless otherwise stated in writing.

Reimbursement to CONTRACTOR is to be made within a reasonable time by COUNTY upon submission of invoice(s) for review and approval by the Director of Human Services or their designee for services defined in Exhibit A (Workstatement).

CONTRACTOR agrees to seek all possible sources of alternate funding/revenue for the services described in the workstatement (Exhibit A), including but not limited to third party insurance, medical assistance, etc., and any such funds received must be used to reduce the DEPARTMENT's financial liability.

When permitted by applicable law and regulations, if revenue generated by the program(s) of CONTRACTOR vary from the anticipated revenue stated within the related budget, then

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DEPARTMENT, in its discretion may adjust proportionally its reimbursement herein under to CONTRACTOR. The previously stated amount is the anticipated revenue to CONTRACTOR from the various DEPARTMENTAL received funding sources for the term of the AGREEMENT and is subject to available funding.

The DEPARTMENT has the authority to adjust the allocations within this agreement based upon the service demands and treatment/administrative costs related to DEPARTMENT's consumers/clients. Said adjustment must be provided in writing to the CONTRACTOR by the DEPARTMENT, either via an adjustment letter in the case of a reduction or via a modification in the case of an increase.

CONTRACTORS must comply with all Federal, State and Local laws, regulations, and funding requirements, including, but not limited to, obtaining necessary and applicable licenses, permits, certifications and accreditations.

Failure to do so may result in a reduction, adjustment, or denial of payment based on provisions of individual funding source requirements.

CONTRACTOR agrees that travel and subsistence costs shall be in accordance with prevailing County practice or state rates set forth in applicable codes/statutes and/or fund source guidelines, whichever is lower. If prevailing collective bargaining unit policies apply for the reimbursement of these items at a rate different from the funding source or county travel policies, the terms of the bargaining unit shall prevail.

ALLOCATION BY SERVICE/PROGRAM/PROJECT/FUND SOURCE/TYPE

Subject to the availability of said funds and the other terms and conditions of this AGREEMENT, DEPARTMENT will reimburse CONTRACTOR in accordance with the mutually agreed upon budget(s) for costs incurred in providing the services described in the Workstatement(s) of this AGREEMENT up to a maximum amount as identified in the Allocation Statement attached herein and identified as Exhibit B Attachment 1.

As stated above, each service/program/project/fund source/type has specific requirements as delineated in the CONTRACT SPECIFICATIONS MANUAL ON PAYMENT PROVISIONS, BUDGETS AND INVOICING which CONTRACTOR is obligated to abide by as a term/condition of the agreement.

EXHIBIT C
INSURANCE REQUIREMENTS

For the term of this **AGREEMENT**, the **CONTRACTOR** will take out and maintain or will cause to be taken out and maintained policies of insurance meeting the following requirements:

1. General Requirements

- A. *All policies of insurance set forth below shall be endorsed to include the COUNTY, its elected officials, officers, appointees and employees as additional insureds.*
- B. All certificates of insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy which change, restrict or reduce the insurance provided or change the name of the insured.

2. Types of Coverage

A. Commercial General Liability

- 1. Commercial General Liability Insurance which will protect the **CONTRACTOR** in providing the services under this **AGREEMENT** from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this **AGREEMENT** whether such operations be by the **CONTRACTOR** or by any subcontractor of the **CONTRACTOR** or by anyone directly or indirectly employed by either the **CONTRACTOR** or subcontractor. The Commercial General Liability Policy will include, but not be limited to, the following:
 - a. Contractual liability on a blanket basis or contractual liability specifically covering this **AGREEMENT**;
 - b. Products Liability and Completed Operations;
 - c. The **CONTRACTOR** shall maintain general liability limits of no less than \$1,000,000 per occurrence.

B. Automobile Liability Insurance

- 1. The **CONTRACTOR** shall maintain Comprehensive Automobile Liability Insurance covering all owned and non-owned automobiles if applicable to the services provided under the **AGREEMENT**.
- 2. The Automobile Liability Insurance shall have a limit of no less than \$1,000,000 combined single limit for each occurrence for injury to persons and/or damage to property.

C. Professional Liability Insurance

The **CONTRACTOR** shall carry Professional Liability insurance policy with limits of no less than \$1,000,000.

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D. Workers' Compensation

The **CONTRACTOR** shall carry Workmen's Compensation Insurance as required by law, or shall submit evidence to the **DIRECTOR** that it has qualified with the Pennsylvania Department of Labor and Industry as a self-insurer.

1. Workers Compensation: Statutory
2. Employers Liability with limits:
 - \$100,000 each accident
 - \$500,000 disease policy limit
 - \$100,000 disease each employee.

E. Fidelity Bonding

The **CONTRACTOR** shall ensure that employees who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by fidelity bond.

The coverage required and to be maintained for fidelity bond insurance shall be minimally:

An amount equal to, but not less than 10% of contract total contained in Exhibit B (Payment Provision) of this **AGREEMENT** when program funded/cost reconciled;

An amount equal to, but not less than \$50,000 when the **AGREEMENT** is fee-based/per diem funded;

An amount equal to, but not less than 10% of the program funded amount plus \$50,000 for fee-based services when the contract contains both fee-based/per diem and program funded services.

- F. The insurance carrier should have a AM Best rating of no less than A-.
- G. The County reserves the right to waive ANY or ALL conditions.

PROVIDER

**INSERT INSURANCE CERTIFICATE(S)
SATISFYING CRITERIA OF EXHIBIT C**

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EXHIBIT D: SPECIAL PROVISIONS

CONTRACTOR: INSERT PROVIDER/VENDOR NAME

CONTRACTOR shall adhere to the General and Special Terms and Conditions in the below referenced Contract Specifications Manuals that are incorporated in their entirety as part of the agreement between CONTRACTOR and the Allegheny County Department of Human Services as per the services defined in the AGREEMENT's Workstatement (Exhibit A). The manuals are available on the DHS website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>

- Incorporated Standard County Terms and Conditions
- Incorporated Standard Federal/State Terms and Conditions
- DHS General Specifications Manual
- DHS Payment Provisions Manual
- Minority/Women/Disadvantaged Business Enterprise Manual
- Master Provider Enterprise Repository (MPER) Requirements
- Office of the Area Agency on Aging, Contract Specifications
- Office of Behavioral Health, Drug and Alcohol Services Manuals
- Office of Behavioral Health, Mental Health Services Manual
- Offices of Behavioral Health, Early Intervention Services Manual
- Office of Children, Youth and Families, Contract Specifications Manual
- Office of Children, Youth and Families, Family Centered Services Manual
- Office of Community Services, Bureau of Employment and Training
- Office of Community Services, HSDF
- Office of Community Services, CSBG and/or Jail Programs
- Office of Community Services, Bureau of Family and Community Services
- Office of Community Services, Bureau of Homeless Services and/or HUD
- Office of Intellectual Disabilities Contract Specifications

By signing the aforementioned AGREEMENT, I certify that as an authorized representative of the CONTRACTOR I (or my designee) have (has) obtained from the DHS website copies of the above-referenced manuals and acknowledge the provisions of said manuals are incorporated as part of the AGREEMENT between CONTRACTOR and Allegheny County Department of Human Services.

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HIPAA

With regard to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 I/we certify:

Check One: I/We are a Covered Entity I/We are a Business Associate
 HIPAA Does Not Apply

Regardless of whether a covered entity, business associate or HIPAA does not apply, you/your organization **must** provide the following two contacts:

Privacy Officer's Name and Phone _____

Security Officer's Name and Phone _____

BOARD OF DIRECTOR

With regard to the CONTRACTOR's Board of Directors check one:

List Attached* Not Applicable

*Identify all board members by name, affiliation, and address (addresses must be different than CONTRACTOR'S address) and note which member(s) is/are officers (i.e., Chairperson, Vice Chairperson, etc.).

LISTING OF SUBCONTRACTORS

It is required that CONTRACTOR submit to COUNTY a listing of all subcontractors related to services provided through this agreement for performance of services exceeding \$10,000. The information required may be expanded at the discretion of the Director (or Director's designee) of the Department of Human Services.

List Attached** Not Applicable

**Include on list of subcontractors the subcontractor's name, contact name, phone number, service description and estimated cost.

CERTIFICATION

For the CONTRACTOR: I certify that I am the authorized signor for the CONTRACTOR, that the above information is true and accurate to the best of my knowledge, I have read and fully understand the attached certifications and agree to comply with all provisions therein:

X

Signature of Authorized Representative Date
Please print Name and Title:

**CERTIFICATION
REGARDING ENVIRONMENTAL TOBACCO SMOKE**

CONTRACTOR agrees to comply with Public Law 103-227, Section 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children's 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 services are funded by Federal programs either directly or through State or local 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.

By signing this certification, the CONTRACTOR certifies that the submitted organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards, which contain provisions for children's services and that all subcontractors shall certify accordingly.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

1. Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuses in the workplace; and
 - b. CONTRACTOR's policy of maintaining a drug-free workplace; and
 - c. any available drug counseling, rehabilitation and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
2. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
3. Including in the published statement in #2 above, a requirement that each employee, as a condition of employment, shall:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
4. Notifying the County (and ODAP for services funded with PA Dept. of Health, Bureau of Drug and Alcohol funds) within 10 days after receiving notice under paragraph 3(b) above from an employee or otherwise receiving actual notice of such conviction.
5. Taking one of the following actions within 30 days of receiving notice under paragraph 3(b) with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such an employee, up to and including termination; or
 - b. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1-5 above.

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CONTRACTOR RESPONSIBILITY PROVISIONS

1. CONTRACTOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the Federal government, and if the CONTRACTOR cannot so certify, then it agrees to submit along with the bid/proposal (agreement) a written explanation of why such certification cannot be made.
2. If CONTRACTOR enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or Federal government or who become suspended or debarred by the Commonwealth or Federal government during the term of this contract or any extension or renewals thereof, the Commonwealth shall have the right to require the CONTRACTOR to terminate such subcontracts or employment.
3. The CONTRACTOR agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the Inspector General for investigation of the CONTRACTOR's compliance with terms of this or any other agreement between CONTRACTOR and the Commonwealth/County which result in the suspension or debarment of the CONTRACTOR. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The CONTRACTOR shall not be responsible for investigative costs for investigations which do not result in the CONTRACTOR's suspension or debarment.
4. The CONTRACTOR may obtain the current list of suspended and debarred CONTRACTORs by contacting the:

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

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TAX CERTIFICATION

Pursuant to the terms of the AGREEMENT between CONTRACTOR and ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES, an authorized representative of CONTRACTOR does hereby certify that the CONTRACTOR has complied and will continue to comply with the requirements of the law and the prime funding sources' regulations regarding the obtaining of employer identification/account numbers and the

Collection
Payment
Depositing, and
Reporting of Federal, State and Local Taxes, and
The provision of W-2 forms to employees.

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LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 pre-requisite for making or entering into this transaction imposed under Section 1352, Title 31, and US 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.

EXAMPLE - NOT FOR EXECUTION

**ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES
CERTIFICATION REGARDING HIPAA COMPLIANCE**

CONTRACTOR will operate in accordance with the Health Insurance Portability and Accountability Act of 1996, Standards for Privacy of Individually Identifiable Health Information, 42 C.F.R., Parts 160 through 164, and 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. 111-5), including the portion codified at 42 U.S.C.A. § 17921 et seq., hereinafter "HIPAA Rules", and all other applicable laws and regulations involving the protection of personal information. By signing this certification, Service Provide certifies that the submitted organization will comply with the requirements of the "HIPAA Rules", including but not limited to:

- 1) Regularly assessing how CONTRACTOR stores protected health information for the purposes of locating and remedying any potential risks and vulnerabilities to the confidentiality, security, integrity, and availability of that information.
- 2) Naming a security official and privacy official who will be individually responsible for the development, implementation, and maintenance of the policies and procedures required by HIPAA Rules
- 3) Documenting, reporting, and handling all security breaches according to the HIPAA Rules.
- 4) Maintaining records through methods, and for a period of time, to satisfy the "HIPAA Rules".
- 5) Following the "HIPAA Rules" when writing and executing contracts to second parties that receive personal health information from CONTRACTOR.
- 6) Writing and executing policies on how to appropriately dispose of, or reuse, electronic media.
- 7) Creating and enforcing a policy that invokes appropriate sanctions against workforce members who fail to comply with the security and privacy policies and procedures of the "HIPAA Rules".
- 8) Appropriately documenting all policies and procedures designed to comply with the "HIPAA Rules".
- 9) Periodically reviewing, and updating as needed, all policies and procedures designed to comply with the "HIPAA Rules".

EXAMPLE - NOT FOR EXECUTION

**ALLEGHENY COUNTY
DEPARTMENT OF HUMAN SERVICES
ANTI-TERRORISM CERTIFICATION FORM**

In compliance with the intent of the USA Patriot Act and other counter-terrorism laws, all organizations or individuals receiving funds through an agreement with the Allegheny County Department of Human Services, must certify:

A. The organization/individual is not on any federal terrorism watch lists, including the list in Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasury Department, and the list of Foreign Terrorist Organizations maintained by the US State Department.

B. The organization/individual does not, will not and has not knowingly

- provided financial, technical, in-kind or other material support or resources to any individual or entity that is a terrorist or terrorist organization, or that supports or funds terrorism.
- provided or collected funds or provided material support or resources with the intention that such funds or material support or resources be used to carry out acts of terrorism.
- provided financial or material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.
- regrant to organizations, individuals, programs and/or projects outside of the United States of America without compliance with IRS guidelines.

(Material support and resources means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation and other physical assets, except medicine or religious materials.)

C. The organization/individual

- takes reasonable affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.
- takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other materials support or resources to terrorist and terrorist organizations.

This certification is a material representation of fact upon which reliance was placed when this transaction as made and entered into.

EXAMPLE - NOT FOR EXECUTION

COUNTY OF ALLEGHENY

M/W/DBE PARTICIPATION STATEMENT

Failure to complete this form and submit it with your contract may cause delays in processing

SOLICITATION AND COMMITMENT

MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISES

FISCAL YEAR/PERIOD	NAME OF PROVIDER	ADDRESS	PHONE NUMBER

List below ALL M/W/DBE's that were solicited – whether or not commitment was obtained – Copy this form as necessary

MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> CERTIFIED BY: COMPANY NAME ADDRESS CONTACT PERSON/PHONE EMAIL	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED	COMMITMENT MADE <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES GIVE DATE) MO DAY Y R AMOUNT COMMITTED \$ % OF TOTAL BID QUOTE RECEIVED <input type="checkbox"/> YES <input type="checkbox"/> NO	GIVE REASON(S) IF NO COMMITMENT MADE
MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> CERTIFIED BY: COMPANY NAME ADDRESS CONTACT PERSON/PHONE EMAIL	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED	COMMITMENT MADE <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES GIVE DATE) MO DAY Y R AMOUNT COMMITTED \$ % OF TOTAL BID QUOTE RECEIVED <input type="checkbox"/> YES <input type="checkbox"/> NO	GIVE REASON(S) IF NO COMMITMENT MADE
MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> CERTIFIED BY: COMPANY NAME ADDRESS CONTACT PERSON/PHONE EMAIL	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED	COMMITMENT MADE <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES GIVE DATE) MO DAY Y R AMOUNT COMMITTED \$ % OF TOTAL BID QUOTE RECEIVED <input type="checkbox"/> YES <input type="checkbox"/> NO	GIVE REASON(S) IF NO COMMITMENT MADE

Prepared By: _____ Title: _____ Date: _____ Signature: _____

**COUNTY OF ALLEGHENY
M/W/DBE PARTICIPATION WAIVER REQUEST**

PROVIDER _____

ADDRESS _____

CONTACT PERSON _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

FISCAL YEAR/PERIOD _____

In all instances a good faith effort must be made to meet the M/W/DBE contract goals as outlined in Section 3.10.8.8 of the “Minority and Women Business Enterprise Utilization Affirmative Action Requirements” document.

If you plan to perform the entire contract without using M/W/DBE subcontractors and/or suppliers or have not completely met the M/W/DBE goal of 13% MBE 2% WBE, the following must be attached and submitted with this form:

- * A detailed explanation of your normal business practice
- * Operation and/or Inventory Profile
- * An active company supplier/subcontractor diversity policy
- * Explanation as to why M/W/DBE participation waiver is being requested

Note: The fully completed M/W/DBE Participation Statement must accompany this waiver request, that shows your “Good Faith Effort”

Prepared By: _____ Title: _____ Date: _____ Signature: _____

EXAMPLE - NOT FOR EXECUTION