NOTICE TO BIDDERS

Sealed proposals will be received by the Monroe County Controller on behalf of the Monroe County Area Agency on Aging at the Monroe County Administrative Center, Room 206, 1 Quaker Plaza, Stroudsburg, PA 18360. Sealed bids must be received by no later than 1:30 P.M on Friday May 29, 2020 and will be opened publicly in the Commissioners Public Meeting Room (Room 203) at 2:00 P.M. that same day for the following services:

- Personal Care and Home Support Services
- Personal Emergency Response Systems (PERS)
- Home Delivered Meals
- Legal Assistance

To be provided for the period of July 1, 2020 thru June 30, 2023

Detailed specifications may be secured at the Office of the Chief Clerk, Monroe County Commissioners' Office, Administrative Center, 1 Quaker Plaza, Room 201, Stroudsburg, PA 18360; by phoning (570) 517-3102; or on the County Website at www.monroecountypa.gov; “Under Quick Links” click on “County RFP/Bid Notices”. Technical assistance and clarification regarding the terms and conditions of this RFP should be directed to the Monroe County Area Agency on Aging, by emailing monroecaging@monroecountypa.gov or calling (570) 420-3735.

A pre-bid conference will not be held due to the continued need for social distancing.

Questions from applicant agencies may be sent in writing to the Monroe County Area Agency on Aging, 724 Phillips Street, Suite 102, Stroudsburg, PA 18360 or via email to Mary Claire Megargle at mmegargle@monroecountypa.gov by May 22, 2020. Answers to questions will not be official until verified in writing by Monroe County Commissioners. Answers to questions asked that change or substantially clarify the RFP will be affirmed in writing; copies will be provided to all recipients of the RFP.

The Commissioners reserve the right to reject any and all proposals or parts thereof, or to waive any formalities or technicalities in said bid and to award the contract in such a manner as may appear to be in the best interest of the County of Monroe.
Monroe County
Area Agency on Aging

Request for Proposal
July 2020 – June 2023

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SECTION I

GENERAL INFORMATION

PURPOSE

This Request for Proposal (RFP) provides interested applicants with the information to enable them to prepare and submit sealed proposals for consideration by the Monroe County Commissioners to satisfy needed services for consumers of the Monroe County Area Agency on Aging.

ISSUING OFFICE

This RFP is issued for Monroe County by the Monroe County Commissioners. Correspondence regarding this RFP must be directed in writing or by email (mmegargle@monroecountypa.gov) to Mary Claire Megargle.

TYPE OF CONTRACT

It is proposed that if a contract is entered into as a result of this RFP, it will be a "fee for service" reimbursement contract comparable to the standard contract found in Section VI. The Monroe County Area Agency on Aging will assume that the cost quoted on the enclosed Questionnaire meets all the specifications described without qualification. The unit cost is assumed to include all costs for all functions required to ensure compliance and/or fulfillment of the service as defined herein. Proposal unit price will remain effective for the three (3) year contract period with the opportunity for two (2) one (1) year extensions. Negotiations may be undertaken with the applicants whose proposals demonstrate that they are qualified, responsible and capable of providing the service as described in Section V (Specific Service Description) of this RFP.

PRIOR COSTS

The Monroe County Commissioners are not liable for any cost incurred by the applicant prior to approval of a contract. The County will not be responsible for any costs associated with the preparation, submittal, or presentation of any Proposal. If the County rejects a Proposal or does not award a Contract to any particular Proposer, the Proposer agrees that it will not seek to recover lost or expected profits, Proposal preparation costs or claims for unjust enrichment.

REJECTION OF BIDS

The Monroe County Commissioners reserve the right to reject any and all bids, to waive technical defects, and to accept or reject any part of any bids, if in their judgement the best interests of the project will not be served. No bid will be considered unless proposed price is firm and without qualification.

Failure to fully complete the enclosed questionnaires and supply all information required may disqualify bids in consideration.
Bids will remain firm for thirty (30) days following proposal opening unless another date is indicated on Formal Bid Sheet.

To be considered, contractors must submit a complete response to this RFP, using the format provided. Each bid must be submitted in three (3) copies to the Issuing Office. No other distribution of bids will be made by the contractor. Bids must be signed by an official authorized to bind the contractor to its provision.

ECONOMY OF PREPARATION

Bids are to be prepared simply and economically providing a straight forward, concise description of the applicant's ability to meet the requirements of the RFP.

PRE-BID CONFERENCE

A pre-bid conference will not be held due to the continued need for social distancing.

Questions from applicant agencies may be sent in writing to the Monroe County Area Agency on Aging, 724 Phillips Street, Suite 102, Stroudsburg, PA 18360 or via email to Mary Claire Megargle at mmegargle@monroecountypa.gov by May 22, 2020. Answers to questions will not be official until verified in writing by Monroe County Commissioners. Answers to questions that change or substantially clarify the RFP will be affirmed in writing; copies will be provided to all recipients of the RFP.

CONTRACTOR'S RESPONSIBILITIES

The selected agency(s) will be required to assume responsibility for all services offered in this bid, or for those services negotiated separately, whether or not it provides them directly. Further, the agency may not enter into subcontracts for services or functions offered under this bid without the express and written permission of the Monroe County Commissioners. In association with the provision of services, the contractor will be required to maintain and provide proof of adequate liability and workman's compensation insurance coverage's.

AFFIRMATIVE ACTION REQUIREMENTS

Applicants are required to comply with all State and Federal laws/regulations requiring equal opportunity and treatment in the areas of employment, contracting and service provision. The necessary form is attached and must be returned with the bid.

MAINTENANCE OF EFFORT

The Provider Agency may not use funds under this contract to replace funds/reduce effort from other sources.
TERMINATION CLAUSE

The County shall have the option of terminating this contract for convenience with thirty (30) days written notice to the Provider, return receipt requested. The County or Provider shall have the option of terminating this contract for cause with thirty (30) days written notice to the other party, return receipt requested. Specific grounds for termination will be refusal/lack of service to assigned clients. More than two (2) such incidents in any given month in the aggregate may subject the contractor to termination action.

DISCLOSURE OF BID CONTENTS

Cost and price analysis information provided in the bids will be held in confidence and will not be revealed or discussed with competing applicants. If a bid contains any information that the applicant does not want disclosed to the public or used by Monroe County Commissioners for any purpose other than evaluation of the bid, each sheet of such information must be so marked.

OPENING OF BIDS

Sealed bids will be opened publicly at the Monroe County Commissioners Public Meeting Room, Room 203, at the Administration Building, 1 Quaker Plaza, Stroudsburg, Pennsylvania on Friday, May 29, 2020 at 2:00 p.m. Each bid must be submitted in three (3) copies. All envelopes shall be marked:

"BID – (name of service)"

W-9

The providers awarded the contract must provide a W-9 to the Monroe County Controller’s Office, Monroe County Administrative Center, One Quaker Plaza, Room 206, Stroudsburg, PA 18360, prior to payment.
SECTION II

INFORMATION REQUIRED

The following material must be submitted with your bid:

1. The completed questionnaire. (SECTION IV)

2. A company organizational chart and a plan for the administrative management and supervision staffing proposed under the specification and experiences of each.

3. A work plan - Bidder must certify they meet codes and regulatory requirements specific to the Scope of Service(s) they are requesting to provide

4. Cost and Price Analysis - The information requested in this section is required to support the reasonableness of your quotation and is for internal project use only.
   a. Personnel Costs - Itemize so as to show the following for each category of personnel with a different pay rate, including normal benefits
   b. Equipment - Identify in detail and show estimated cost of all equipment which must be purchased in order to perform this bid.
   c. Other Costs - Show estimate of costs for items which do not fit in either of the above categories.
   d. Total Cost - The sum of items a-c.

5. Proposed rate – an all-inclusive price per unit for all services bidder is proposing to provide.

6. State in concise terms your understanding of the work to be performed under this contract.

7. In narrative form describe the general history of your agency in providing this service. The bidder must provide all of the following:
   A. Describe your qualifications and demonstrated successful experience in service provision.
   B. A description of the agency’s primary mission. Provide details of the legal authority to operate or submit a copy of the certification of incorporation.
C. If a multi-service agency, list the other services provided in addition to the proposed service.

D. For the preceding year indicate the total service volume ($).

E. If part of a franchise or an extension of a multi-purpose organization, describe the parent organization and its involvement pertinent to the development and operation of the agency.

8. Liability and Worker’s Compensation Insurance Certificates - "The County requires that Certificates of Insurance evidencing the existence of such insurance must be attached to the contract at the time it is executed by the County and identified as Appendix H. If the expiration date of the insurance certificate attached does not meet or exceed the expiration date of the contract, the provider must provide a new certificate of insurance covering the remainder of their contract with the County on or before the expiration date of the attached insurance certificate."

9. Copy of any pertinent licensure or certification.
SECTION III

CRITERIA FOR SELECTION

All bids received shall be submitted for evaluation for the purpose of selecting the bids which most closely meet the requirements of this Request for Proposal. The following areas of consideration will be used in making the selection.

1. Completion of requirements as listed in SECTION II of RFP.

2. Provider Qualification – The criteria includes the ability of the contractor to meet the term of the RFP.

3. Professional and Supervisory Personnel – This refers to the qualifications or professional and supervisory personnel who would be assigned to the job by the contractor.

4. Soundness of approach – This refers to the methodology the contractor intends to use in the performance of the contract.

5. Cost – The contractor estimated cost will be considered in terms of reasonableness in relation to the bid tasks. While this area will be weighted heavily, it will not be the sole deciding factor in the selection process.

6. All responsible bids will be selected.

7. The Monroe County Area Agency on Aging must contract with a minimum of two (2) providers that meet the AAA established ceiling rate for each multi-vendor service. In addition the Monroe County Area Agency on Aging must contract with all responsible vendors that are willing to provide services at a rate that is less than or equal to the established AAA ceiling rate.
SECTION IV
QUESTIONNAIRE

Failure to fully complete this questionnaire may be deemed sufficient reason to reject your bid.

1. Name of Company ____________________________________________
   Address: ________________________________________________
   Telephone Number (area code)_____________________________

2. Location of Branch Offices in Pennsylvania:
   _______________________________________________________
   _______________________________________________________

3. _____ Public Non-Profit _______ Public for Profit
   _____ Private for Profit _______ Private Non-Profit

4. How long have you been in business? _______________________

5. Approximate yearly volume of business ___________________

6. Give the names and locations of customers you are serving or have served of comparable size to the operation described in this proposal:
   Name_________________________________________________
   Address_______________________________________________
   Name________________________________________________
   Address_______________________________________________
   Name________________________________________________
   Address_______________________________________________

7. Describe your method of supervision above the local manager level. How often do owners or regional managers visit operations? How far away from the project are the owners located? Are they on call for trouble shooting, etc.? Attach a separate sheet describing how you operate in this regard.
8. Contractor's IRS identification number: ________________________

9. This provider complies with:
c. Executive Order #11246 as amended by Executive Order #11375 and Executive Order No. 1984-1 (issued by the Governor, February 16, 1984).
SECTION V

SERVICE ASSIGNMENT

- Once a contract is entered into, services are authorized by the Aging Care Manager or their supervisor.

- Where there are multiple providers of the same service(s) a randomized list of providers, grouped by rates only, is given to consumers for their selection. Monroe County Area Agency on Aging's consumers are entitled to choose their service provider from this list. Care managers are not permitted to influence consumers in their choice of provider.

- The amount of service a consumer may receive is governed by need and by regulations from the Department of Aging. Units of service are not to be altered or exceeded without Agency approval. Payment will not be made for unauthorized service.

- The Agency does not guarantee a minimum amount of service.
SCOPE OF SERVICE
SERVICE DESCRIPTIONS
Scope of Service

IN-HOME/HOME DELIVERED MEALS

To be eligible for this service the individual must be at nutritional risk, physically or mentally unable to obtain food or prepare meals and have no one willing or able to prepare meals for them as evinced by a completed Needs Assessment Tool. Each meal shall adhere to the nutrition requirements as outlined in the most current PDA Nutrition Services Aging Program Directive's (APD) 15-03-01 and 15-03-02 and can be provided hot, cold, frozen or in combination. These meals are provided to consumers in their individual residences and not in a congregate setting.

The provider shall furnish all necessary personnel, equipment, supplies and facilities to accomplish the following objectives:

The first means of delivery would be to provide home delivered meals to designated Monroe County older adults five (5) days per week. Up to two meals per day will be delivered to each participant. The delivery schedule shall conform to normal business hours. Meals for weekends shall also be delivered during the week to designated senior citizens.

The second means of delivery would be a weekly or bi-weekly delivery of cold or frozen meals consisting of up to two meals per day as designated by the individuals care plan.

Meals may be prepared by an entity hereinafter referred to as Food Handler, under the supervision of a Registered Dietitian.

1. Menus indicating the planned meals for at least a four (4) week cycle shall be prepared by the provider’s Registered Dietitian at the beginning of this contract. Menu cycles must be submitted to the Monroe County Area Agency on Aging twice each year, by June 30th and December 31st. The Monroe County Area Agency on Aging will forward the menus to the State Dietitian for approval.

2. In the event that the menus are not approved in whole or in part, the Monroe County Area Agency on Aging will notify the provider in writing, whereupon the provider will prepare all necessary revisions.

3. Meals shall not be left at a participant's home if no one comes to the door, as there is no means to maintain the meals at safe temperatures.

4. Delivery routes shall be established and route sheets provided to all paid and volunteer personnel involved in the delivery of meals. At all times, meals shall be delivered in the most sanitary means available. Animals are not permitted in vehicles during the delivery of meals.
5. The Provider and Food Handler shall meet all sanitation standards outlined by the Department of Aging in Aging Program Directive (APD) 15-03-01.

6. All food shall be prepared, handled and transported in compliance with existing Federal, State and local laws and regulations; the Food Handler shall procure and keep in effect all necessary licenses, permits as required by law and shall post such licenses and permits in a prominent place within the meal preparation areas as required. The Provider shall be responsible for assuring that the Food Handler meets these requirements.

The Monroe County Area Agency on Aging shall have the right and authority to:

1. Inspect food to determine compliance with the specifications and to withhold payment for meals or portions of meals not meeting requirements described in Department of Aging in Aging Program Directive (APD) 15-03-01 and 15-03-02.

2. Have access to the Provider’s purchase records bearing upon meals purchased for the service, for review and audit if necessary.

3. To inspect, at any reasonable time, the Food Handler’s food preparation facility, packaging and storage areas and the Provider’s automotive vehicles used in the transporting of prepared meals or other food to determine the adequacy of the Food Handler and the Provider’s cleaning, sanitation and maintenance practices.

The Provider shall forward two times a year the following information to the Monroe County Area Agency on Aging:

1. Proof of on-going extermination services at the site of food preparation.

2. Proof of in-service training for Provider’s and Food Handler’s volunteers and staff.

3. Copy of monthly refrigeration and freezer temperatures logs from Food Handler’s and Provider’s facility.

4. Copy of food temperatures prior to delivery and at end of delivery for each route.

5. Copies of nutrition education materials distributed to participants.

These reports shall be mailed to the Monroe County Area Agency on Aging by October 15 and April 15 of each year.
Billing

All monthly invoices will be received by the Monroe County Area Agency on Aging by the 10th day of the following month. Invoices are to be accompanied by a list of meals delivered on a daily basis during the invoice period.

Reimbursement/Credit Procedures

In the event that the Provider fails to deliver meals or delivers portions of meals which are inedible or which fail to meet specifications in quantity, quality, temperature, type of food item, or any other specifications as listed in this document, of which the site shall be the sole judge, the following procedures may be followed:

a. The Monroe County Area Agency on Aging shall notify the Provider of items failing to meet specifications.

b. The Monroe County Area Agency on Aging will utilize emergency food and supplies or procure these items elsewhere.

Scope of Service

LEGAL ASSISTANCE SERVICES

Legal assistance, counseling and representation are provided by lawyers, paralegal aides and non-lawyers to older persons to understand, secure, protect or expand their legal rights.

All applicants for service must be 60 years of age or older. Applicants will be approved by the Monroe County Area Agency on Aging and then referred to the provider or the provider may conduct outreach visits to senior sites with the Monroe County Area Agency on Aging’s approval.

Standards

Based upon the Older Americans Act Program Guidelines, the legal assistance provider shall:

Have staff with expertise in specific areas of law affecting older persons in economic or social need, for example, public benefits, institutionalization and alternatives to institutionalization.

Demonstrate the capacity to provide effective administrative and judicial representation in the areas of law affecting older persons with economic or social need.

Demonstrate the capacity to provide legal services to institutionalized, isolated, and homebound older individuals.

Demonstrate the capacity to provide legal assistance in the principal language spoken by the older adult.

Fees and Services

The payment rate is based on a reasonable estimate of the cost of the professional services provided but below the private-market rate. The units of service, with intake, counseling preparation, execution of documents and closure of files is estimated at 2 hours each.

There are no subcontracted costs, equipment or other costs.

The provider may not require an older adult to disclose information about income or resources as a condition for providing legal assistance.
This proposal will meet the needs of low-income older adult who wish these contracted services but would otherwise be unable to afford the services of a private lawyer.

Services to be performed:

Single Wills

Double Wills

Non-Will Services (hourly)

Powers of Attorney

Durable Power of Attorney

Revocation of Power of Attorney

Living Wills
Scope of Service

PERSONAL EMERGENCY RESPONSE SYSTEMS (PERS)

This is an electronic device which enables certain high-risk consumers to receive help in the event of an emergency. The system is connected to a consumer’s landline or cellular phone and programmed to signal a response center once a “help” button is activated. Personal Emergency Response Systems (PERS) services are limited to those consumers who live alone or who are alone for significant parts of the day, have a significant risk for falls, an unstable medical condition and have no regular caretaker for extended periods of time. The consumer must be cognitively and functionally capable of using this device.

Equipment Standards

All PERS installed shall be certified as meeting standards for safety and use, as may be promulgated by any governing body, including any electrical, communications, consumer or other standards, rules or regulations that may apply.

The PERS will be leased from an emergency medical response system vendor. Units leased will be maintained and guaranteed by the vendor. As part of the monthly charge, the vendor shall, either directly or through subcontracting with another vendor, provide for ongoing provision of on-line emergency response center services. This shall include:

- Response to consumer testing and, at a minimum, monthly provider testing
- Self-auditing and quality control
- Repair and replacement
- 24-hour staffing by trained operators of the emergency response center 365 days a year

Each system shall include:

- Installation in the consumer’s home, including any needed phone jack modifications and devices
- Two-way voice communication
- Fire and smoke detector.
- Inactivity timer
- Average range, waterproof, portable help button, with a 5-year battery
- Ability to self-test on-line status of all functions
Installation

It shall be the vendor’s responsibility to deliver and install each Personal Emergency Response System unit that is purchased or leased. The vendor agrees to complete installation within 5 working days of receipt of the service order. Services will be billed in the month that PERS units are ordered and installed.

The vendor shall instruct the consumer and other persons as needed to insure care in the use and maintenance of the PERS and shall provide the consumer with simple written instructions, including how to report a malfunction of the PERS.

Maintenance of Equipment and Service

Vendor shall maintain all installed PERS in proper working order.

The vendor shall follow-up with the consumer and notify the Care Manager within 24 hours, or the next business day of any PERS that is not operating properly. Malfunctioning equipment shall be repaired or replaced within 24 hours of notification or identification.

Suspension and Termination of Service

The decision to remove a PERS is at the sole discretion of the Care Manager. For all PERS removals, notification will be by telephone from the authorized Care Manager. Written authorization to terminate PERS service will be sent to the vendor on the same day as the telephone notification. If the vendor is notified directly by a consumer’s family or other representative to remove the PERS, authorization must first be obtained from the Care Manager.

a) When a consumer with PERS no longer requires such services, the Care Manager will discuss with appropriate staff and contact the vendor, so that the PERS may be transferred or removed.

b) When a consumer’s services are suspended because of the consumer’s admission to the hospital, the Care Manager will notify and/or authorize the vendor to take the unit off-line. Services will be resumed to the consumer only after the Care Manager notifies the vendor. Payment for leased equipment will be made at the standard unit price as long as the unit remains in the home of a consumer.

c) The vendor shall disconnect/remove a PERS from a consumer’s residence within 5 working days of notification by the Care Manager.

All services provided must be consistent with care plan authorized by the AAA.
Scope of Services

PERSONAL CARE SERVICES

Personal Care Services include assistance with ADLs and IADLs, such as feeding, skin and mouth care, ambulation, bathing, hair care, grooming, shaving, dressing, transfer activities, toileting, meal preparation and assistance with self-administration of medications (i.e. opening medication containers, providing verbal reminders). This service must be provided through contract with an agency who meets all requirements under the purview of the Department of Health.

NOTE: Home Support activities as defined below can be included in personal care service if they are necessary and supplemental to the provision of personal care.

Personal Care/ Home Care Service

Consumers receiving Personal Care services must need some degree or amount of hands on Personal Care service to assist with the completion of activities of daily living (ADLs) during each authorized visit. This requirement does not preclude the simultaneous provision of home support services; however, it serves to ensure that personal care service is the primary service being provided during the authorized visit.

Consumers receiving Personal Care services must reside in a private home or apartment.

The Monroe County Area Agency on Aging must only enter into contracts with Personal Care providers who are in compliance with 28 PA Code Chapter 51 (General Regulatory Requirements) and 28 PA Code Chapter 611 (Home Care Agencies and Home Care Registries).

All personal care services provided must be consistent with the care plan authorized by the Monroe County Area Agency on Aging.

The provider must have a system in place to verify dates, times and tasks performed by the personal care worker and that the information is consistent with the consumer’s care plan.

The provider must have documentation to support services delivered including date, time, and what actual services were delivered.

Training Standards for Personal Care Workers

The Provider is responsible for ensuring that all personal care/home care workers receive the basic training that includes competency requirements as listed in 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries and ensure that the worker receives specific training for tasks identified in the consumer’s care plan.
HOME SUPPORT SERVICES

Home Support services include basic housekeeping activities necessary to ensure safe and sanitary conditions.

The Provider must ensure that home support workers:

- Be 18 years of age or older
- Have the ability to carry out the tasks outlined in the consumer’s care plan authorized by the AAA.
- Have the required skills to perform home support services as specified in the consumer’s service plan

All home support services provided must be consistent with the care plan authorized by the Monroe County Area Agency on Aging.

The provider must have a system in place to verify dates, times and tasks performed by the home support worker and that the information is consistent with the consumer’s care plan.

The provider must have documentation to support services delivered including date, time, and what actual services were delivered.
SECTION VI

SAMPLE CONTRACT

This is an agreement made this first day of July, 2020 by and between the Monroe County Commissioners hereinafter referred to as “COUNTY” and the Monroe County Area Agency on Aging herein after referred to as “AGENCY” and ____________________________________________________________________________ hereinafter referred to as PROVIDER” for the provision of __________________________ (type of service).

WITNESSED:

WHEREAS, the Monroe County Commissioners have been designated as agent for both the Administration on Aging of the U.S. Department of Health and Human Services, and the Department of Aging of the Commonwealth of Pennsylvania to establish a local Area Agency on Aging responsible for advancing the well-being of Pennsylvania’s older services, as described in the Older Americans Act of 1965, amended in 2007, reauthorized in 2016 and reauthorized as the Supporting Older Americans Act of 2020, and to enhance the quality of life of older Pennsylvanians by empowering the community, the family and the individual; and

WHEREAS, the Monroe County Commissioners have entered into a legal and binding contract with the said Pennsylvania Department of Aging dated July 1, 2016 through June 30, 2021 which funds for the purpose of providing such services for the aging under PA Act 70, The Older Americans Act of 1965 as amended and reauthorized, and the Omnibus Budget Reconciliation Act of 1987 (OBRA-1987); and

WHEREAS, the PROVIDER desires to provide services pursuant to the regulations of the Older Americans Act of 1965, amended in 2007, reauthorized in 2016 and reauthorized as the Supporting Older Americans Act of 2020, and state statutes.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Agreement is subject to the provisions of state and federal regulations established for the provision of social services by each source of funding and provisions set forth in Attachments A through I attached hereto and incorporated herein. PROVIDER is hereby bound by all such regulations and each and every provision of this Agreement to the same extent the Monroe County Commissioners are bound by said contract with the Pennsylvania Department of Aging. Further, this agreement is subject to modifications by amendments to such laws and regulations without prior notice to the PROVIDER. In the event of termination, limitations on or diminution of such funds of Federal and State Funding, then in that event, this Agreement is null and void. If any part of this Agreement is at variance with the laws and rules and regulations of the State and Federal Governments, it is understood and agreed that the rules and regulations of the state and federal governments shall prevail and supersede this Agreement which shall be deemed amended accordingly.

2. Subject to its other provisions and the ability of state and federal funds, the term of this Agreement shall be from July 1, 2020 to June 30, 2023.
3. Places where services will be provided and facilities in which services are to be provided are set forth in Attachment F attached hereto and made apart hereof.

4. The cost per unit shall include supervision, labor, insurance, training, equipment and all administrative costs. This program and budget shall be on file at the Monroe County Area Agency on Aging, Stroudsburg, Pennsylvania. Scope of service to be provided is listed in Attachment F. The AGENCY does not guarantee that any specific amount of services will be awarded to the PROVIDER.

5. PROVIDER shall only incur costs, which are directly related as a result of provisions of the service. An itemized budget breakdown of costs involved per unit of service will be available at the office of the PROVIDER.

6. The PROVIDER agrees that funds allocated under this Agreement will not be used to replace funds from non-federal and non-state resources. The PROVIDER further agrees to continue or to initiate efforts to obtain support from private sources and other public organizations for services funded under this Agreement.

7. During the period of the Agreement, all information obtained by the PROVIDER through its work with AGENCY consumers will be made available to the AGENCY immediately upon demand. If requested, the PROVIDER shall deliver to the AGENCY background material prepared or obtained by the PROVIDER incidental to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by the PROVIDER to support the data and conclusions in the final reports, and includes completed questionnaires etc., and material in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and books acquired by the contractor during the term of the Agreement and directly related to the services being rendered.

8. The PROVIDER agrees to accept the full responsibility for the performance of the terms of this Agreement:

   a. The PROVIDER agrees that when funds obligated under this Agreement are available for the provision of services by the PROVIDER, only when the PROVIDER has received express written approval of the AGENCY and Monroe County Commissioners will the PROVIDER begin to perform the services outlined in this contract. The term “Subcontract,” as used in this Agreement, shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public, and purchase orders not exceeding $1,000. Assurance of Compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1974, the Age of Discrimination Act of 1975 and the Americans With Disabilities Act of 1990, as set out in 42 U.S.C. Section 12101 et seq. and in the regulations promulgated in 28 C.F.R. Sections 35.101 and 35.130 et seq., shall be included and made a part of every subcontract so that such provisions will be binding upon each SUBCONTRACTOR as well as the PROVIDER.
b. The PROVIDER shall submit for review and approval by the AGENCY, all subcontracts, initiated under the terms of this Agreement with any subcontracted agencies before the execution of such subcontracts.

c. No provision of this paragraph and no such approval by the AGENCY of any subcontract shall be deemed in any event in any manner to provide for the incurrence of any obligation of the AGENCY in addition to the total agreed upon price proposed by the PROVIDER and accepted by the AGENCY and County of Monroe.

d. ______________ is hereby designated as the person responsible for satisfying the performance of the terms of this Agreement.

e. Director of the Monroe County Area Agency on Aging, is hereby designated by the Monroe County Commissioners as the person who will monitor the performance of the PROVIDER.

f. The PROVIDER agrees to fully comply with the Commonwealth's Contractors Integrity Provisions set forth in Attachment B (General Terms and Conditions) and any changes or modifications made thereto.

9. WHEREAS this Agreement is for the provision of service to individuals or families, the PROVIDER will establish a system through which applicants for and recipients of service may present grievances about the operation of the service program. The PROVIDER will advise applicants and recipients of their right to appeal denial or exclusion from the program or failure to recognize the recipient's choice of a service and of their right to a hearing in these respects. Whenever an applicant or recipient requests a fair hearing, the AGENCY will make arrangements to provide such a hearing through its hearing procedures.

The cost of providing services to individuals under this Agreement may be reimbursed from the Aging Block Grant or other funding if the service provided is allowable in the State's Services Program Plan. When eligible persons' demand for services exceeds service availability, the AGENCY Care Managers will conduct priority determination consistent with current AGENCY policy.

Monroe County Area Agency on Aging Care Managers assess the needs of all individuals referred for service and together with the Care Manager Supervisor make the determination of those persons appropriate for service referral.

The AGENCY will supply a comprehensive list of providers from which the consumer shall choose services. If the PROVIDER identifies clients requiring services, the AGENCY will certify the eligibility and need of the referred client prior to the provision of service. The PROVIDER agrees not to refuse service to any referred client, except in those instances where the worker may be subjected to personal danger. The PROVIDER also agrees not to terminate service without prior approval of the AGENCY and consumer.

All program donations received by the PROVIDER staff from clients must be submitted on a regular basis to the Fiscal Department of the PROVIDER and the PROVIDER in turn will forward all donations to the AGENCY'S Fiscal Department together with the monthly billing statement. All donations must remain confidential throughout this process.
10. This Agreement contains all the terms and conditions agreed to by the parties. Any alterations, variations, modifications or waivers of provisions of this Agreement shall not be valid until they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement. Continuation of this Agreement is based on compliance with all terms and conditions. No other agreements, oral or otherwise, shall be deemed to exist or bind any of the parties hereto.

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

MONROE COUNTY COMMISSIONERS
FOR
MONROE COUNTY AREA AGENCY ON AGING

WITNESS______________________________

Sharon S. Laverdure, Chairman

DATE:______________________________

John R. Moyer, Vice Chairman

______________________________

John D. Christy, Commissioner

PROVIDER

WITNESS______________________________

BY: _______________________________

(Authorized Representative of Provider)

DATE:______________________________

DATE:______________________________
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ATTACHMENT A

PAYMENT PROVISIONS / PUBLIC NOTICES

PAYMENT PROVISIONS

The AGENCY agrees to pay the PROVIDER for services rendered pursuant to this Agreement as follows:

1. Subject to the availability of State and Federal funds and other terms and conditions of this Agreement, the AGENCY will reimburse the PROVIDER for costs incurred and validly attributable to the Agreement, in accordance with the payment provisions incorporated herein.

2. The AGENCY agrees to pay the PROVIDER for services rendered as described in the contract objectives pursuant to this Agreement.

3. Payments will be made on the basis of invoiced actual expenditures and evidence of provision of the appropriate level of services by the PROVIDER.

4. The PROVIDER will submit monthly invoices to the AGENCY on or before the 10th of the following month. After verification the AGENCY will then submit the invoice to the COUNTY for reimbursement within thirty (30) days from date of invoice.

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

6. The PROVIDER agrees to permit, support and participate in such training as may be deemed necessary by the AGENCY to enable paid and volunteer program personnel to administer the services described.

7. The AGENCY reserves the right to inspect service sites at any time to determine compliance with service specifications, and to recommend the withholding of payments for services, procedures and conditions not meeting prescribed requirements.

PUBLIC NOTICES

All notices, written or oral, including but not limited to informational pamphlets, press releases, research reports, media announcements, and similar public notices prepared and released by the PROVIDER shall include the following statement:

“This project is funded, in part, under a contract with the Pennsylvania Department of Aging.”

The AGENCY reserves the right to review such notices prior to their public release.
ATTACHMENT B

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CAPACITY OF PROVIDER

The PROVIDER, its employees, agents, subcontractors, and board of directors are not deemed to be or considered employees of the County in any manner whatsoever and shall act in an independent capacity and not as officers, employees or agents of the County.

2. CONFIDENTIALITY/HIPAA

No information about a client or information obtained from a client, shall be disclosed by the PROVIDER in a form that identifies the client without the informed and express written consent of the client or of his or her legal representative, unless disclosure is required by court order or for other program monitoring by authorized federal, state or local monitoring agencies. List of older persons compiled for information and referral purposes shall be used solely for the purpose of providing services, and only with the informed and express written consent of each individual on the list. The PROVIDER must comply with all appropriate federal and state laws and regulations.

PROVIDER warrants and represents that it will comply with the Health Insurance Portability and Accountability Act of 1966 (HIPAA) with respect to the processing, privacy and security of medical and/or health information and related documentation/records in connection with the PROVIDER’s provision of services as set forth under this Agreement, whether as a “covered entity” or as “business associate” of the County. PROVIDER understands that it assumes all responsibility for its own compliance with HIPAA. PROVIDER agrees to indemnify, defend, reimburse, and hold harmless the County, its officers, agents, and employees with respect to any liability, including costs or penalties assessed to, or borne by, the County, whether civil or otherwise arising from PROVIDER’s compliance or noncompliance with respect to HIPAA. See Attachment I.

3. LIABILITY AND INSURANCE

The PROVIDER shall, at its sole cost and expense, procure and maintain in full force and effect insurance covering the performance of the services rendered under this agreement in the types and limits specified below. In addition to the insurance coverage and limits specified herein, the PROVIDER shall obtain any other insurance coverage as may be required by law.

A. General Liability Insurance

1. Limits of Liability $1,000,000 in the aggregate and per occurrence
2. Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).
B. Workers' Compensation and Employers' Liability Insurance
1. Limits of Liability: Workers' Compensation - Statutory Limits
2. Employers' Liability: Statutory Limits.
3. Other States' coverage and Pennsylvania endorsement

C. Automobile Liability
1. Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
2. Coverage: Owner, non-owned and hired vehicles

D. Professional Liability Insurance
1. Limit of Liability: $1,000,000 by claim and in the aggregate.
2. Coverage for occurrences happening during the performance of services required under this Agreement shall be maintained in full force and effect under the policy. The policy shall include "tail coverage" for up to a two (2) year period of exposure.

The Certificate of Insurance shall contain an endorsement naming the County as a "certificate holder" and as an "additional insured" party under the general and professional liability coverage, with a provision that at least thirty (30) calendar days prior written notice will be given to the County in the event any coverage is canceled or non-renewed, or limits or coverage reduced.

Prior to commencement of the work under this agreement and during the term of the Agreement, the PROVIDER shall provide the AGENCY with current certificates of insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the AGENCY.

Proof of the PROVIDER'S insurance coverage is attached hereto as Attachment H.

4. INDEMNIFICATION / HOLD HARMLESS

PROVIDER being bound by all applicable state and federal regulations, hereby expressly agrees to hold the COUNTY/AGENCY harmless against all audit exceptions and against or from any or all claims, demands, actions, suits and liabilities and losses arising from any act of omission arising from the PROVIDER'S fault or negligence or through the negligence or fault or any manufactured products supplied by the PROVIDER and used by the AGENCY in the performance of the work under this contract. This obligation shall extend to and include all litigation costs and reasonable attorney fees incurred by the county COUNTY/AGENCY in response to such claims, demands, actions or liabilities provided it is ultimately determined that such claim resulted from the PROVIDER'S or manufacturer's fault or negligence.

5. PROVIDER INTEGRITY PROVISIONS

A. Definitions

1. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to enter into an Agreement with the AGENCY.
2. Consent means written permission signed by a duly authorized officer or employee of the AGENCY, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the AGENCY shall be deemed to have consented by virtue of execution of this Agreement.

3. PROVIDER means the individual or entity that has entered into this Agreement with the AGENCY, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

4. Financial interest means:
   (a) ownership of more than a 5% interest in any business; or
   (b) holding a position as an officer, director, trustee, partner, employee or the like or holding any position of management.

5. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

B. The PROVIDER shall maintain the highest standards of honesty and integrity in the performance of this Agreement and shall take no action in violation of federal or state laws, regulations, or other requirements that govern contracting with the AGENCY.

C. The PROVIDER shall not disclose to others any confidential information gained by virtue of the Agreement.

D. The PROVIDER shall not, in connection with this or any other Agreement with the AGENCY, directly or indirectly, offer, confer, or agree to offer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the AGENCY.

E. The PROVIDER shall not, in connection with this or any other contract or agreement with the COUNTY/AGENCY, directly or indirectly, offer, give, or agree or promise to offer or give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the COUNTY/AGENCY.

F. Except with the consent of the AGENCY, neither the PROVIDER nor anyone in privity with the PROVIDER shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Agreement except as provided therein.

G. Except with the prior written consent of the COUNTY and AGENCY, the PROVIDER shall not have a financial interest in any other contract, county and subcontractor, or supplier providing services, labor, or material used to perform the services outlined in the Agreement.

H. The PROVIDER, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the AGENCY in writing.

I. The PROVIDER, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that such does not and has not violated any of these provisions.
J. The PROVIDER upon the inquiry or request of the County Commissioners or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the AGENCY to the PROVIDER's integrity or responsibility, as those terms are defined by the AGENCY's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the PROVIDER's business or financial records, documents or files of any type or form, which refer to or concern this Agreement. Such information shall be retained by the PROVIDER for a period of three years beyond the termination of the Agreement unless otherwise provided by law.

K. For violation of any of the above provisions, the COUNTY may terminate this Agreement, and other Agreements with the PROVIDER, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another PROVIDER to complete performance hereunder and debar and suspend the PROVIDER from doing business with the AGENCY. These rights and remedies are cumulative, and the use or nonuse of any shall not preclude the use of all or any other. These rights and remedies are in addition to those the AGENCY may have under law, statute, regulation, or otherwise.

6. PROVIDER RESPONSIBILITY

A. The PROVIDER certifies, that at the date of its execution of the Agreement, it is not, nor are any approved subcontractors, under suspension or debarment by the Commonwealth, or any other state or the federal government. If the PROVIDER cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.

B. If the PROVIDER enters into subcontracts or employs under the Agreement any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or federal government during the term of this Agreement or any extensions or renewals thereof, the AGENCY shall have the right to require the PROVIDER to terminate such subcontracts or employment.

C. The PROVIDER agrees to reimburse the AGENCY for reasonable costs investigations incurred by the Office of State Inspector for investigations of the PROVIDER's compliance with the terms of this Agreement between the PROVIDER and the AGENCY which results in the suspension or debarment of the PROVIDER. Such costs shall include, but not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The PROVIDER shall not be responsible for investigative costs for investigations which do not result in the PROVIDER'S suspension for debarment.

D. The PROVIDER may obtain the current list of suspended and debarred providers by accessing the Department's web site at https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index or contacting the:

Department of General Services
Offices of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone: (717) 783-6472 FAX: (717) 787-9138

The signing of the agreement by PROVIDER certifies that it or its subcontractors are not debarred or suspended from the Medicaid and/or Medicare programs. The County will be notified immediately by PROVIDER if the above status occurs and/or changes during the term of this agreement.
E. By signing this Agreement, the PROVIDER certifies that it will provide a drug-free work place.

F. PROVIDER agrees to comply with all federal regulations as they relate to disclosure of lobbying activities (Federal Register, Volume 55, Number 38). See Attachment D.

7. SUBCONTRACTS

The PROVIDER agrees to accept full responsibility for the performance of the terms of this Agreement, including the work performed through any subcontracting. The PROVIDER shall, in subcontracting under this Agreement, require such providers to comply with all requirements as set forth in these general terms and conditions, as all applicable state and federal requirements pursuant to the Older Americans Act of 1965, as amended in 2000 42 U.S.C.A. Section 3001 et seq. Except for those subcontracts specifically authorized by this Agreement, the PROVIDER shall not enter into subcontracts for any of the services contemplated under this Agreement without obtaining prior written approval of the AGENCY. In all events, the PROVIDER shall be responsible for the quality and quantity of work performed by any of its approved subcontractors as set forth in the General Terms and Conditions of this Agreement.

8. EXAMINATION OF RECORDS

A. The PROVIDER agrees to maintain books, program and financial records, documents and other evidence pertaining to the costs and expenses of this Agreement.

B. The PROVIDER agrees to make available at the office of the PROVIDER at all reasonable times during the term of this Agreement and the period set forth below, any of the records for inspection, audit or reproduction by an authorized representative of the AGENCY or the County Auditor or State or Federal auditors.

C. Except for documentary evidence delivered to the AGENCY, the PROVIDER shall preserve and make available all records for a period of five years from the date of final payment under this Agreement; and for such period, if any, as specified by paragraphs 1 and 2 below:

If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final statement.

Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs under this Agreement as to which exception has been taken by the auditors shall be retained by the PROVIDER until such litigation, claims or exceptions have been litigated or settled to final disposition.

The provisions of this paragraph shall be applicable to and included in each subcontract hereunder.

9. PROGRESS REPORTS

A. The PROVIDER and its subcontractors shall furnish to the AGENCY such progress and periodic reports in such form and quantity as the AGENCY may from time to time require, including but not limited to, status reports of the project, proposed budgets, invoices, copies of all contracts executed and proposed any and all other information relative to the project as may be requested.
B. In the event that the AGENCY determines that the PROVIDER or its subcontractor have not furnished such reports as required by the AGENCY, the AGENCY, by giving written notice to the PROVIDER, may suspend payments under this Agreement, until such time as the required reports are submitted.

10. RIGHTS IN DATA: COPYRIGHTS AND DISCLOSURE

A. Definition: The term “data,” as used herein, includes written reports, drawings, studies and work of any similar nature which is required to be delivered under the Agreement. It does not include PROVIDER’S financial reports or other information incidentals to Agreement administration.

B. Rights in Data: Data created pursuant to the execution of this Agreement shall be the property of the AGENCY and shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the PROVIDER. PROVIDER may retain a copy of such data for its internal use.

C. Copyrights: PROVIDER relinquishes any and all copyrights and/or privileges to data developed under this Agreement. PROVIDER shall not include in the date any copyrighted matter without the written approval of the AGENCY unless PROVIDER provides the AGENCY with written permission of the copyright owner for the AGENCY to use such copyrighted matter in a manner provided herein. Any product or material that is to be printed or developed for any publication or distribution or other public display as a result of this Agreement, must be reviewed and approved in writing by the Administrator of the AGENCY prior to final production or printing. All data produced by funds provided through this Agreement must contain the AGENCY’s logo and appropriate officials’ names on the cover and the following notation on the inside cover on Title Page:

“This document was produced with funds provided under Contract No. 4100057904 from the Pennsylvania Department of Aging.”

D. The PROVIDER shall defend any suit or proceeding brought against the County or AGENCY on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including any suit or proceeding relating to all work, services, materials, reports, studies and computer programs provided by the PROVIDER; provided, nevertheless, that the AGENCY shall provide prompt notification in writing of such suit or proceedings together with full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation, for the defense of the same. If principles of governmental or public law are involved, the County may participate in the defense of any such action. The PROVIDER shall pay all damages and costs awarded therein against the County. If information and assistance are furnished by the County at PROVIDER’S written request, it shall be at the PROVIDER’S expense, but the responsibility for such expense shall be only that within the PROVIDER’S written request. If any of the materials, reports, studies or computer programs provided by the PROVIDER are held to constitute infringement and the use or publication thereof is enjoined in such suit or proceeding, the PROVIDER shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items or so modify them so that they are no longer infringing. The obligation of the PROVIDER under this paragraph, continue without time limit. It is understood that the PROVIDER is responsible for defending suite against the County on account of any alleged infringement of any copyright arising out of information or material supplied by only the PROVIDER under this Agreement.
11. **AMERICANS WITH DISABILITY ACT**

A. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act of 1990, 28 C.F.R. #35.101 et seq., the PROVIDER 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 the activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the PROVIDER 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 AGENCY through contracts with outside PROVIDERS.

B. The PROVIDER shall be responsible for and agrees to indemnify and hold harmless the AGENCY from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the AGENCY as a result of the PROVIDER’S failure to comply with the provisions of paragraph A. above.

12. **NON-DISCRIMINATION/SEXUAL HARASSMENT**

A. In the hiring of any employee(s) for the performance of work, or any other activity required under this Agreement, the PROVIDER, subcontractor, or any person acting on behalf of the PROVIDER shall not, by reason of gender, race, creed, or color, discriminate against any citizens of this commonwealth who is qualified and available to perform the work to which the employment relates.

B. The PROVIDER, any subcontractor, or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.

C. The PROVIDER or subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

D. The PROVIDER or subcontractor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the contracts related.

E. The PROVIDER or subcontractor shall, within the time periods requested by the AGENCY, furnish all necessary employment documents and records and permit access to their books, records and accounts to the AGENCY, for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment clause.

F. The PROVIDER or subcontractor shall include the provisions of the Nondiscrimination/Sexual Harassment clause in every subcontract agreement so that those provisions applicable to subcontractors will be binding.

13. **PROPERTY AND SUPPLIES**

The PROVIDER agrees to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase by means of a system of competitive bidding whenever required by law.
14. AGREEMENT SUBJECT TO LAWS AND REGULATIONS

This Agreement is subject to the provisions of all pertinent federal, state and local laws and regulations and all amendments made hereto. 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 local laws and regulations without further notice to the PROVIDER.

15. INTERESTS OF MEMBERS OF THE AGENCY AND OTHERS

No officer, member or employee of the AGENCY, who exercises any functions or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects their respective personal interest or the interest of any corporation, partnership or association in which, directly or indirectly, they may be interested; nor shall any such officer, member of employee of the COUNTY or AGENCY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16. INTEREST OF PROVIDER

The PROVIDER covenants and agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The PROVIDER further covenants and agrees that in the performance of this Agreement, it shall not knowingly employ any person having such interest. PROVIDER further certifies that no member of the board of the PROVIDER or any of its officers or directors have such an adverse interest.

17. TERMINATION OF AGREEMENT

A. Termination for Default: This agreement, and all attachments which have been incorporated by reference, contains all the terms, provisions, and conditions of the Agreement. All provisions herein is intended by the parties to be whole and entire, and no provision, nor any part thereof, is intended to be severable. However, in the event the PROVIDER fails to fulfill in a timely and proper manner its obligations under this Agreement, the County may issue a notice of non-compliance requiring compliance within specified period of time. If PROVIDER shall fail to comply within that period of time, the County may deem such non-compliance as cause to sever the Agreement in whole or part, by giving thirty (30) days written notice.

Any alteration, variation, modification, or waiver of any provision of this Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto be execution of any addendum which shall be attached to and made a part of this Agreement.

PROVIDER shall not be held responsible for delay or failure to perform hereunder when such a delay or failure is due to fire, epidemic, natural disaster, or public enemy.

The COUNTY and/or AGENCY has the option to place the PROVIDER on probation if it is found not in compliance with the various requirements so stated within this Agreement. If placed on probation, PROVIDER agrees to develop a corrective action plan as it relates to the cited non-compliance issue(s). PROVIDER will be notified by certified mail or in person of the cited non-compliance issue(s).
The County and Agency reserves the right to suspend or revise payment, obtain repayment of improperly expended funds or withhold funds in whole or part for reasons of non-compliance with the terms and provisions of this Agreement.

Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY or AGENCY of damages sustained by the AGENCY by virtue, in any manner or degree, of the PROVIDER’S nonperformance of its services herein.

B. **Termination for Convenience:** The AGENCY or PROVIDER may terminate this Agreement any anytime by giving written notice to the other party of such termination by specifying the effective date thereof, at least thirty (3) days before the effective date of such terminations.

18. **ASSIGNABILITY**

The PROVIDER shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written approval of the COUNTY or AGENCY thereto, which shall be attached to the original Agreement, and subject to such conditions and provisions as the COUNTY/AGENCY may deem necessary. No such approval by the COUNTY of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY or AGENCY in addition to the total agreed-upon price: provided, however, that claims for compensation due or to become due the PROVIDER from the AGENCY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly in writing to the COUNTY and AGENCY.

19. **COVENANT AGAINST CONTINGENT FEES**

The PROVIDER 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 the contractor for the purpose of security business). For breach or violation of this warranty, the COUNTY or AGENCY shall have the right to annul this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

20. **AVAILABILITY OF FUNDS**

The obligations of the AGENCY under this Agreement are subject to the availability and appropriation of funds by the General Assembly of Pennsylvania or the federal government under the Older American Act, 42 U.S.C. Section 3001 et seq. Limitations on or diminution of such funds from either the state or federal government to the County shall constitute full and adequate reason for termination of the Agreement by the County hereunder without further action by PROVIDER. PROVIDER shall, upon written notification by the County and in the sole option of the County provide a final statement of services to the date of termination.

21. **RIGHT TO KNOW**

The Pennsylvania Right-to-Know Law, 65 P.S. #67.101-3104, applies to this Agreement. Unless the PROVIDER provides the COUNTY or AGENCY, in writing, with the name and contact information of another person, the AGENCY shall notify the PROVIDER using the PROVIDER information provided by the PROVIDER in this Agreement. If the AGENCY needs the PROVIDER’S assistance in any matter arising out of the Right to
Know Law, the PROVIDER shall notify the AGENCY in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification to the PROVIDER that the AGENCY has received a request for records under the RTKL related to this Agreement that may be in the PROVIDER’S possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the PROVIDER shall:

a. Provide the AGENCY, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the PROVIDER’S possession arising out of this Agreement that the AGENCY reasonably believes is Requested Information and may be a public record under the RTKL; and

b. Provide such other assistance as the AGENCY may reasonably request, in order to comply with the RTKL with respect to this Agreement.

If the PROVIDER considers the Requested Information to include a request for a Trade Secret Or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the PROVIDER considers exempt from production under the RTKL, the PROVIDER must notify the AGENCY and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the PROVIDER explaining why the requested material is exempt from public disclosure under the RTKL.

The AGENCY will rely upon the written statement from the PROVIDER in denying a RKL request for the Requested Information unless the AGENCY determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the AGENCY determine that the Requested Information is clearly not exempt from disclosure, the PROVIDER shall provide the Requested Information with five (5) business days of receipt of written notification of the AGENCY’S determination.

If the PROVIDER fails to provide the Requested Information with the time period required by these provisions, the PROVIDER shall indemnify and hold the COUNTY and AGENCY harmless for any damages, penalties, costs, detriment or harm that the AGENCY may incur as a result of the PROVIDER’s failure, including any statutory damages assessed against the AGENCY.

The AGENCY will reimburse the PROVIDER for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable. The PROVIDER may file a legal challenge to any AGENCY’S decision to release a record the public with the Office of Open Records, or in the Pennsylvania Courts, however, the PROVIDER shall indemnify the COUNTY and AGENCY for any legal expenses incurred by the COUNTY and/or AGENCY as a result of such a challenge and shall hold the COUNTY/AGENCY harmless for any damages, penalties, costs, detriment or harm that the COUNTY/AGENCY may incur as a result of the PROVIDER’S failure, including any statutory damages assessed against the COUNTY/AGENCY, regardless of the outcome of such legal challenge. As between the parties, the PROVIDER agrees to waive all rights or remedies that may be available to it as a result of the AGENCY’S disclosure of Requested Information pursuant to the RTKL.

The PROVIDER’S duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the PROVIDER has Requested Information in its possession.
ATTACHMENT C

AUDIT REQUIREMENTS & PROVISIONS

The Pennsylvania Department of Aging (PDA) distributes federal and state funds to local governments and nonprofit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through PDA are subject to PDA audit requirements. If any federal statute specifically describes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern. The PDA provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended December 3, 2003.

Sub recipient means an entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub recipient may also be a recipient of other federal awards directly from a federal awarding agency. For purposes of this audit clause, a sub recipient is not a vendor that receives a procurement contract to provide goods or services that are required to provide the administrative support to carry out a federal program.

AUDIT REQUIREMENTS – NON-PROFIT ORGANIZATIONS

Local government and nonprofit organizations must comply with all federal audit requirements, including: the Single Audit Act, as amended; the revised Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Government, and Non-Profit Organizations; and any other applicable law or regulations, as well as any other applicable law or regulations that may be enacted or promulgated by federal government.

Local government or nonprofit organizations that expend federal awards of $500,000 or more during its fiscal year, received either directly from the federal government, indirectly from a pass-through entity, or a combination of both, to carry out a federal program, are required to have an audit performed in accordance with the provisions of OMB Circular A-133, as revised.

If a local government or nonprofit organization expends total federal awards of less than $500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials.

GENERAL AUDIT PROVISIONS – NON-PROFIT ORGANIZATIONS

Local government or nonprofit organizations are responsible for obtaining the necessary audit and security the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies, or their authorized representatives, to perform additional audits of a financial or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the PROVIDER'S audit and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the PROVIDER.
If it is decided that an additional audit of this contract will be performed, the sub recipient will be given advance notice. The sub recipient shall maintain books, records, and documents that support the services provided, that the amounts earned are in accordance with the contract, and that the sub recipient has complied with the contract terms and conditions. The sub recipient agrees to make available, upon reasonable notice, at the office of the sub recipient, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative(s).

Audit documentation and audit reports must be retained by the PROVIDER’S auditor for a minimum of five (5) years from the date of issuance of the audit report, unless the PROVIDER’S auditor is notified in writing by the AGENCY, the commonwealth, the cognizant federal agency for audit or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the Government Accountability Office.

The sub recipient shall preserve all books, records, and documents related to this contract for a period of time that is the greater of four years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records related to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

Record that relate to litigation of the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors shall be retained by the sub recipient or provided to the Commonwealth at the PDA’s option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of the contract, the sub recipient may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

All audits shall be performed in accordance with the generally accepted Government Auditing Standards (The Yellow Book) as published by the Comptroller General of the United States.

The Provider will be subject to on site fiscal and program monitoring.

As applicable, the provider shall have subcontractors obtain audits of their contracts in accordance with the applicable Federal, State and County audit requirements. The provider shall follow up on all disclosed findings and questioned costs in the audit reports. The provider shall retain audits for a period of four years after termination of the provider’s contract with the subcontractor or until resolution of any audit exceptions or other claims or actions involving a subcontractor.
SUBMISSION OF AUDIT REPORTS TO THE AGENCY

REQUIRED REPORTS
Submit federally required audit reports in accordance to OMB Circular A-133, Subsection .320, Report Submission. Include the following documentation to the Monroe County Area Agency on Aging within 120 days of the close of the fiscal year ending June 30.

1. Date Collection Form
2. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA):
3. Auditor’s reports on the financial statements, the SEFA, internal control, and compliance, as well as a schedule of prior audit findings;
4. Summary schedule of prior audit findings;
5. Corrective Action Plan; and
6. Management letter

comments PERIOD SUBJECT TO AUDIT

A federally required audit, made in accordance with OMB Circular A-133, encompasses the fiscal period of the provider. Therefore, the period of the federally required audit may differ from the official reporting period as specified in this agreement.

CORRECTION ACTION PLAN

The provider shall prepare a correction action plan (CAP) to address all findings of noncompliance, internal control weaknesses, and/or reportable conditions disclosed in the audit report. For each finding noted, the CAP should include:

1. a brief description identifying the findings;
2. whether the provider agrees with the finding;
3. the specific steps to be taken to correct the deficiency or specific reasons why corrective action is not necessary;
4. a timetable for completion of the corrective action steps;
5. a description of monitoring to be performed to ensure that the steps are taken
6. the responsible party for the CAP

SANCTIONS (REMEDIES FOR NON-COMPLIANCE WITH AUDIT REQUIREMENTS)

1. Disallow the cost of the audit
2. Withhold a percentage of the contract funding until the audit is completed satisfactorily and/or audit resolution is achieved.
3. Withhold or disallow administrative/overhead costs until the audit is completed satisfactorily and/or audit resolution is achieved.
4. Suspend subsequent contract funding until the audit is completed satisfactorily and/or the provider has demonstrated the ability and/or willingness to comply with these contractual audit requirements.

AUDIT REQUIREMENTS – FOR PROFIT ORGANIZATIONS

A for-profit organization is required to have an audit if it expends a total of $5000,000 or more in federal funds under one or more Department of Health and Human Services (DHHS) federal awards. Title 45, CFR 74.26, incorporates the thresholds and deadlines of the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Government, and Non-Profit Organizations, but provides for-profit
organizations with two options regarding the type of audit that will satisfy the audit requirements:

1. An audit made in accordance with generally accepted Government Auditing Standards (The Yellow Book), revised; or

2. An audit that meets the requirements contained in OMB Circular A-133.

A for-profit organization is required to have an audit, in accordance with the above audit requirements, if it expends a total of $500,000 or more of federal awards directly or indirectly during its fiscal year.

If a for-profit organization expends total federal awards of less than $500,000 during its fiscal year, it exempt from these audit requirements, but is required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials.

GENERAL AUDIT PROVISIONS – FOR PROFIT ORGANIZATIONS

A for-profit organization is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and/or performance audits if deemed necessary by the Commonwealth or federal agencies. Any such additional audit work can incorporate the work already performed by the sub recipient’s auditor. Any additional work authorized or performed by the federal or state agency will be borne by those agencies at no additional expense to the sub recipient.

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

The sub recipient shall maintain books, records, and documents related to this contract for a period of four years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. Any records that support the services provided, that the fees earned are in accordance with the contract, and that the sub recipient has complied with contract terms and conditions must be maintained. The sub recipient agrees to make available, upon reasonable notice, at the office of the sub recipient, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

Audit working papers and audit reports must be retained by the sub recipient’s auditor for a minimum of three years from the date of issuance of the audit report, unless the sub recipient’s auditor is notified in writing by the Commonwealth, or the cognizant or oversight federal agency, to extend the retention period. Audit working papers will be made available, upon request, to authorized representatives of the Commonwealth, or the oversight agency, the federal funding agency, or the General Accounting Office.
Records that relate to litigation of the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors shall be retained by the subrecipient or provided to the Commonwealth at the PDA’s option until such litigation, claim, or exceptions have reached final disposition.

Exception for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of the contract, the subrecipient may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

All audits shall be performed in accordance with the generally accepted Government Auditing Standards (The Yellow Book) as published by the Comptroller General of the United States.

The Provider will be subject to on site fiscal and program monitoring.

As Applicable, the provider shall have subcontractors obtain audits of their contracts in accordance with the applicable Federal, State and County audit requirements. The provider shall follow up on all disclosed findings and questioned costs in the audit reports. The provider shall retain audits for a period of 4 years after termination of the provider’s contract with the subcontractor or until resolution of any audit exceptions or other claims or actions involving a subcontractor.

**SUBMISSION OF AUDIT REPORTS TO THE AGENCY**

**REQUIRED REPORTS**

Submit federally required audit reports in accordance to OMB Circular A0133, Subsection _-320, Report Submission. Include the following documentation to the Monroe County Area Agency on Aging within 120 days of the close of the fiscal year June 30.

1. Data Collection Form
2. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA);
3. Auditor’s reports on the financial statements, the SEFA, internal control, and compliance, as well as a schedule of prior audit findings
4. Summary schedule of prior audit findings;
5. Corrective Action Plan; and
6. Management letter comments

**PERIOD SUBJECT TO AUDIT**

A federally required audit, made in accordance with OMB Circular A-133, encompasses the fiscal period of the auditee. Therefore, the period of the federally required audit may differ from the official reporting period as specified in this agreement.
CORRECTIVE ACTION PLAN

The provider shall prepare a corrective action plan (CAP) to address all findings of noncompliance, internal control weaknesses and/or reportable conditions disclosed in the audit report. For each finding noted, the CAP should include:

1. a brief description identifying the findings;
2. whether the auditee agrees with the finding;
3. the specific steps to be taken to correct the deficiency or specific reasons why corrective Action is not necessary;
4. a timetable for completion of the corrective action steps;
5. a description of monitoring to be performed to ensure that the steps are taken;
6. the responsible party for the CAP

SANCTIONS (REMEDIES FOR NON-COMPLIANCE WITH AUDIT REQUIREMENTS)

1. Disallow the cost of the audit
2. Withhold a percentage of the contract funding until the audit is completed satisfactorily and/or audit resolution is achieved.
3. Withhold or disallow administrative/overhead costs until the audit is completed satisfactorily and/or audit resolution is achieved.
4. Suspend subsequent contract funding until the audit is completed satisfactorily and/or the provider has demonstrated the ability and/or willingness to comply with these contractual audit requirements.
ATTACHMENT D

LOBBYING CERTIFICATION

PROVIDER NAME: __________________________________________

I CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF, THAT;

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the PROVIDER, 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 contract, grant, loan or cooperative agreement, the PROVIDER 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 document for all sub awards at all tiers (including subcontracts, sub grants, and the 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 prerequisite for making or entering into this transaction imposed under #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.

__________________________________________
Authorized Signature

__________________________________________
Date

__________________________________________
Title (Please Print or Type)

Standard Form-LLL (Disclosure of Lobbying Activities). Please check appropriate line:

_______ FORM-LLL NOT APPLICABLE

_______ FORM-LLL IS ATTACHED
ATTACHMENT E

ASSURANCE OF COMPLIANCE


The PROVIDER provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts, property, discounts or other federal financial assistance from the Department of Health and Human Services

THE PROVIDER HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the provider receives Federal financial assistance from the Agency.

2. Section 504 of the Rehabilitation Act of 1974 (Pub.L.93-112) as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 84) to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the PROVIDER receives Federal Financial assistance from the AGENCY.

3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86) to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any educational program or activity for which the PROVIDER received Federal financial assistance from the AGENCY.

4. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the PROVIDER received Federal financial assistance from the AGENCY.

The PROVIDER agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance, and that is binding upon the PROVIDER, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the PROVIDER by the AGENCY, this assurance shall obligate the PROVIDER or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar
services or benefits. If any personal property is so provided, this assurance shall obligate the PROVIDER for the period during which it retains ownership or possession of the property. The PROVIDER further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the PROVIDER to the above provisions.

__________________________  ________________________________
Date                        Signature of Authorized Official

__________________________
Title of Authorized Official

__________________________
Organization Name

__________________________
Address
ATTACHMENT F

SCOPE OF SERVICE
ATTACHMENT G
COST OF UNIT OF SERVICE

I. AGENCY INFORMATION

Legal Agency Name:

Street/P. O. Box:

City/State; Zip Code:

Phone Number:

Type of Agency (Check all that apply)  IRS Identification No.:

_____ Public  _____ Private  _____ Non-Profit

_____ Voluntary  _____ Proprietor  _____ Minority

Agency Incorporated under the laws of Pennsylvania?  _____ Yes  _____ No

Director/Administrator of Agency:

II. PROPOSAL SERVICE INFORMATION

<table>
<thead>
<tr>
<th>Title of Service</th>
<th>Cost Per Unit Of Service</th>
<th>Service Contact Person &amp; Phone</th>
</tr>
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III. COMPLIANCE STATEMENT

IN COMPLIANCE WITH THE REQUEST FOR PROPOSAL AND SUBJECTED TO ALL CONDITION THEREOF, THE UNDERSIGNED AGENCY AGREE, IF THIS PROPOSAL IS ACCEPTED, TO FURNISH ALL ITEMS UPON WHICH PRICES ARE QUOTED AT THE PRICE SET OPPOSITE EACH ITEM.

Executed at:                     Date:________________________

______________________________  Title:____________________________
Signature of Individual Submitting Proposal
ATTACHMENT H

Insurance Certificate
ATTACHMENT I

HIPPA – BUSINESS ASSOCIATE AGREEMENT

Minimum Legal Requirements

I. PREAMBLE

Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, and its implementing regulation, the Standards for Privacy of Individually Identifiable Health Information, 45 Fed. Reg. 82, 462 et seq. (December 28, 2000) (hereinafter the “HIPAA Privacy Rule”), Monroe County ("Covered Entity") and ______________________ ("Business Associate") (Jointly “the Parties”) wish to enter into an Agreement that addresses the requirements of the HIPAA Privacy Rule with respect to “business associates,” as that term is defined in the HIPAA Privacy Rule.

Specifically, this Agreement is intended to ensure that the Business Associate will establish and implement appropriate safeguards (including certain administrative requirements) for “Protected Health Information” the Business Associate may create, receive, use or disclose in connection with certain functions, activities, or services (collectively “services”) to be provided by Business Associate to Covered Entity.

The Parties acknowledge and agree that in connection with the services to be provided, Business Associate will create, receive, use or disclose Protected Health Information as set forth in the HIPAA Privacy Rule and as used herein. Protected Health Information ("PHI") is defined as individually identifiable health information maintained or transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), date, documentation, and materials that relate to: (i) the past, present, or future physical or mental health or condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present, or future payment for the provision of health care to an individual. PHI does not include health information that has been re-identified in accordance with the standards for de-identification provided for in the HIPAA Privacy Rule.

In connection with Business Associate’s creation, receipt, use of disclosure of PHI, Business Associate and Covered Entity agree as follows:

II. GENERAL TERMS

a. All capitalized term of this Agreement shall have the meanings set forth in the HIPAA Privacy Rule, unless otherwise defined herein.

b. In the event of any inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Privacy Rule, as may be expressly amended from time to time by the Department of Health and Human Services (HHS) or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the Parties, the interpretation of HHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
c. Where provisions of this Agreement are different from those mandated by the HIPAA Privacy Rule, but are nonetheless permitted by the Rule, the provisions of the Agreement shall control.

d. Except as expressly provided in the HIPAA Privacy Rule or this Agreement, this Agreement does not create any rights in third parties.

III. SPECIFIC REQUIREMENTS

a. Business Associate agrees to create, receive, use, or disclose PHI only in a manner that is consistent with this Agreement or the HIPAA Privacy Rule and only in connection with providing the services to Covered Entity identified in the agreement dated July 1, 2012. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity if:

(i) the use relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or

(ii) the disclosure of information received in such capacity will be made in connection with a function, responsibility, or service identified in (i) (1), and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.

b. Business Associate shall include in all contracts with its agents or subcontractors, if such contracts involve the disclosure of PHI to the agents or subcontractors, the same restrictions and conditions on the use and disclosure of PHI that are set forth in this Agreement.

c. Business Associate shall maintain safeguards as necessary to ensure that PHI is not used or disclosed except as provided for by this Agreement.

d. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Agreement.

e. In accordance with 45 C.F.R. #164.524 of the HIPAA Privacy Rule, business Associate will make available to those individuals who are subjects of PHI, their PHI in Designated Record Sets by providing the PHI to Covered Entity (who then will share the PHI with the individual), by forwarding the PHI directly to the individual, or by making the PHI available to such individual at a reasonable time and at a reasonable location.

f. Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.R.F.#164.528 of the HIPAA Privacy Rule.

g. Business Associate shall make available PHI for amendment and incorporate any amendment to PHI in accordance with 45 C.F.R. #164.526 of the HIPAA Privacy Rule.

h. Upon the termination or expiration of the Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or further protect the PHI if return or destruction is not feasible.
i. Business Associate shall make available to the HHS or its agents the Business Associate's internal practices, books and records relating to the use and disclosure of PHI.

j. The Parties agree that Covered Entity shall have the right to terminate this Agreement or seek other remedies if Business Associate violates a material term of this Agreement.

______________________________
Signature of Authorized Representative

______________________________
Date