

**THE UNIFORM TERMS AND CONDITIONS APPLICABLE
TO CUMBERLAND-PERRY COUNTIES MENTAL HEALTH,INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES OFFICE CONTRACTS
FY 2021-2022**

WITNESS:

The parties hereto intending to be legally bound hereby agree as follows:

1. Covenants, Representations and Warranties.

A. County covenants, represents and warrants the following:

- 1) Persons signing on behalf of the County are authorized to do so and this Contract is entered into pursuant to a valid action of the Board(s) of Commissioners.
- 2) The County is in compliance with all applicable Federal, State and local laws, including, but not limited to all statutes, ordinances, rules and regulations governing any and all Federal and State funding of this Contract.

B. Provider is engaged as an expert in its field and with respect to the scope of work herein required of Provider, Provider represents and warrants that it is qualified, experienced and available to perform all obligations imposed by this Agreement in a professionally competent manner and further Provider covenants, represents and warrants the following:

- 1) Provider's organization is governed by a Board of Directors.
- 2) Provider is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.
- 3) Provider enters into this Contract pursuant to a resolution of its Board of Directors or other appropriate directions of its governing body, passed at a meeting or given at a meeting validly called and held.
- 4) Provider agrees to provide County with a copy of said resolution if governed by a Board of Directors or by written authorization if governed otherwise, and said resolution shall include a list of names and positions or persons authorized to sign this Contract.
- 5) Provider now complies with and will comply with all applicable laws including but not limited to the following:
 - a) Fair Labor Standards Act, Labor Management Relations Act (Taft Hartley) and the Labor Management Reporting and Disclosure Act (Landrum-Griffin);
 - b) Occupational, Safety & Health Act, and the Regulations thereunder;

- c) Workman's Compensation Law;
 - d) Environmental Protection Law, Regulations and Rules and all applicable Laws, Regulations and Rules of the Pennsylvania Department of Environmental Resources;
 - e) Title VI, Title VII of the 1964 Civil Rights Act, all EEOC regulations and all laws relating to equal employment opportunity;
 - f) Equal Pay for Equal Work Laws and all other laws relating to sex discrimination;
 - g) Those laws and/or regulations relating to fiscal management and accounting of public funding. The County, at its sole discretion, shall have the privilege of examining and/or auditing records of Provider which pertain to this Contract to ascertain or verify compliance;
 - h) Provider services are subject to the provisions of the Pennsylvania Mental Health and Mental Retardation Act of 1966, Third Special Session PL 93, Mental Health Procedures Act of 1976 (Act 143) and applicable regulations/procedures as set forth in the Commonwealth of Pennsylvania, Department of Human Services (formerly Department of Public Welfare) regulations, Title 5000, 5100, 5200, 5300, 5400, 7100, 4300 and others wherein sections relate specifically to the Mental Health. Intellectual and Developmental Disabilities Office and subsequent amendments by legislative or regulatory authorities;
 - i) Contract Compliance Regulations of the Commonwealth of Pennsylvania Human Relations Act, as amended (43 P.S. Section 951, et. seq.) Executive Order 11375 and Executive Direction No. 21, (issued by the Governor, September 27, 1971);
 - j) The provision of Title VI, Civil Rights Act, PL 88-3 52 and applicable federal regulations, prohibiting discrimination against any employee, patient or other person on account of race, color, sex, religious creed, ancestry, or national origin. MH.IDD Office shall require certification of such compliance on all invoices and statements submitted; and
 - k) Provider shall, upon request, promptly furnish evidence of compliance with subsections of 1.B. 5) a. through j.
2. Notice of Possible Claims. Provider must provide prompt notice of any matters or occurrences that may give rise to claims against the County.
3. Default/Breach of Contract.
- A. Any failure to timely comply with the provisions of this Contract constitutes a default of this Contract. A violation of laws resulting in a conviction of Provider, its directors, employees or agents shall constitute a breach of this Contract.

- B. If Provider, after reasonable notice to timely comply with a provision of this Contract, fails to do so, County may exercise any available legal and equitable remedy and, in addition, may do any one or all of the following:
- 1) Withhold from payments due provider an amount sufficient to protect County and MH.IDD Office until the breach has been satisfactorily remedied by Provider. County has the right, but not the duty, acting as agent for Provider, to apply such withheld amounts to the payment of just claims.
 - 2) Immediately terminate this contract in whole or in part. In the event of partial termination, appropriate adjustments will be made in payments to said Provider.
 - 3) Termination: County may terminate Provider services (para.3 of “Terms of Contract”).
 - 4) Survival of Additional Remedies. Notwithstanding County’s exercise of any available remedy (including but not limited to termination) remedies and protections provided herein to County by Provider (such as indemnification) shall survive.
4. Licensed Facilities. All services will be carried out in facilities which are approved or licensed (where required) by the Commonwealth of Pennsylvania, Department of Human Services (formerly Department of Public Welfare), Department of Health, Department of Labor and Industry, or as may be required by any other department of the Commonwealth of Pennsylvania or as designated by the County MH.IDD Administrator pursuant to promulgated regulations.
5. Assignability of Contract. Provider shall not assign any interest in this Contract and shall not transfer any interest in the same whether by assignment or novation, or any other manner, without prior written approval of County or its designee, which shall be attached to this Contract. Assignment shall be subject to such conditions and provisions as County may deem necessary. No such approval of County of any assignment shall be deemed in any event or any manner to provide for the incurring of any obligation of County in addition to those provided herein. Notwithstanding the aforementioned, claims for compensation due or to become due Provider from County pursuant to 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 to County.
6. Disbarment and Suspension. As stipulated by Commonwealth Management Directive 215.9, effective August 31, 1990 and subsequent amendments:
- A. Contractor certifies that it is not currently under suspension or disbarment by the Commonwealth, any other state, or the federal government, and if the contractor cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.
 - B. If contractor enters into subcontracts or employs under this contract any subcontractor/individuals who are currently suspended or debarred by the Commonwealth or federal government or who

become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extension or renewals thereof, the Commonwealth shall have the right to require the contractor to terminate such subcontracts or employment.

- C. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the contractor's compliance with terms of this or any other agreement between the contractor and the Commonwealth which result in the suspension or debarment of the contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.
- D. The contractor may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services — Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Phone: 717-783-6472 FAX: 717-787-9138

7. Subcontracting. Provider shall not enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of County and subject to such conditions and provisions as County may deem necessary. Such prior written approval is not required for the purchase of articles, supplies, equipment and services that are both necessary for and incidental to the performance of the work required under this Contract. Prior written approval referred to herein shall be given by the County Board of Commissioners, or its designee and said written approval shall be attached to this Contract.
8. Termination of Contracts Due to Insufficient Funds. In the event reimbursement to the County from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, or revenues to the County are not forthcoming at a level sufficient to supply required matching funds, or that any Court requires Provider to cease providing the work, the obligation of each party hereunder shall be terminated, provided, however, that any termination of this Contract shall be subject to any obligations or liabilities incurred prior to termination.

County may, at its option, continue the Contract in the event of reduced County, State or Federal funds through written notice to Provider of the reduced amount of the grant in a manner consistent with the notice, amount and circumstances of the loss of State or Federal funds.

9. Actions Subsequent to Termination. Upon termination, except as otherwise directed, Provider shall:
- A. Stop work on the date of, and to the extent specified in the Notice of Termination;
- B. Place no further work orders except as may be necessary for completion of work under this Contract that is not terminated; terminate all work orders to the extent that they relate to the Notice of Termination;

- C. Assign to the County, in the manner and to the extent directed by County, all of the rights, title and interest of Provider under the orders so terminated;
- D. Settle all outstanding liabilities and claims arising out of termination, with the approval and to the extent County may require;
- E. Surrender to County all finished or unfinished documents, photographs, data, reports, or other materials prepared by Provider under this Contract for its use.

Notwithstanding termination, Provider shall not be relieved of liability to County for damages sustained by County resulting from negligent or willful acts or omissions of Provider. Protections provided herein to County by Provider (such as indemnification) shall survive.

- 10. Federal Funds Supplanting Other Funds. Provider certifies that any federal funds received directly from the Federal Government to be used under this Contract, do not replace or supplant in any way State or local funds for already existing services.
- 11. Program and Fiscal Audit Review. A program and facility review, including review of service records, service policy and procedural issuances, staffing ratios and job descriptions as well as meetings with any staff or consumers directly involved in the providing or receiving of services under this Contract, may be conducted at any reasonable time by State and Federal personnel or County and MH.IDD personnel or their authorized representatives. For the purposes of such inspection and review, authorized reviewers as defined above shall have full and free access to provider's premises and to all fiscal, personnel and program records involved in the performance of this Contract.

The Commonwealth of Pennsylvania, County, MH.IDD and their agents and employees shall have the privilege of examining any books, records or the like of Provider or all related companies. This examination is restricted to those documents relating to the provision of services to County clients under this contract. An audit of the Provider will be performed annually, if required, by a Certified Public Accountant employed by this Provider in accordance with the Single Audit Bulletin # SAB-98-01. The function of the Provider audit is to ensure that reimbursement is based on the reasonableness of cost of contracted services and to provide verified financial information.

Provider shall furnish the County and MH.IDD with copies of the audit report no later than six (6) months after the close of Provider's fiscal year. In the event Provider's audit is performed on a calendar year basis, or a fiscal year different from that of County, supplemental documents for the time period between the Provider's fiscal year and MH.IDD's fiscal year end, are to be submitted to MH.IDD. Provider will provide relevant additional information deemed necessary to the performance and completion of the aforesaid audit.

MH.IDD Office budget forms are required for program funded services and fee-for-service programs. Said forms will be compared with actual expenditures for the year as shown on the audit report. On contracts that establish a specific number of units, a comparison will be made by the MH.IDD Auditor, with units of service provided. For those programs utilizing State approved fees, the budget

face sheet is all that is required.

12. DHS (formerly DPW) - 7090 Subrecipient Audit Clause (Federal Audit Requirements). The Provider must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7051 et. seq.; Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Government, and Non-Profit Organizations, as amended; and any other applicable law or regulation and any regulation and any amendments to such other applicable law or regulation which may be enacted or promulgated by the Federal Government. The Provider must also comply with prevailing DHS (formerly DPW) Audit Policies which are incorporated into this agreement by reference (see website links).

<https://www.dhs.pa.gov/Pages/default.aspx>

<https://www.singleaudit.org/supplement/>

- A. Submission of Audit Reports —The Provider shall submit 2 copies of required audit report packages to the Cumberland-Perry MH.IDD Office.

13. Grievances Procedures. Provider will maintain a system through which applicants for and recipients of service may present grievances concerning the operation of the service program. Provider will advise all applicants as to the procedure for filing said complaints and their right to obtain a hearing thereon. A copy of this procedure is to be displayed prominently in the facility and shall include the name of the County MH.IDD Administrator. A copy of the procedure will be provided to MH.IDD within 1 month of the effective date of this Contract.
14. Procedure on Settlement of Disputes between Provider and MH.IDD. Any Provider having a dispute with the MH.IDD Office or Administrator may request a meeting of the MH.IDD Board. The Provider's request must be submitted to the MH.IDD Office and Board Chairman in writing and shall detail the nature of the dispute, Provider's position thereon, and the facts and law that Provider believes supports Provider's position. Provider will continue to perform its obligations as provided in this Contract pending final disposition of any dispute(s).
15. Insurance. Provider shall obtain and maintain during the term of this contract general comprehensive liability insurance. Such coverage shall be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Should the contract involve professional services Provider shall obtain and maintain during the term of this contract professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. The County MH.IDD Office shall be listed as certificate holder and additional insured on said policies.
16. Provider is an Independent Contractor. Provider is and shall remain at all times during the term of this Contract an independent contractor and not an agent, servant, or employee of County.
17. Hold Harmless. Provider shall indemnify and hold harmless County, MH.IDD, and all their respective officers, agents and employees from and against all claims, losses, damages, costs, lawsuits, whether groundless or not, judgments, settlements and expenses, including, without limitation, attorneys' fees and court costs, arising or alleged to have arisen out of bodily injury,

sickness, disease, death or property damage to any persons or animals whether employed or owned, leased or used by the County, MH.IDD, Provider or others, including without limitation, loss of use or services, occurring in or arising out of or in connection with the work herein contemplated, whether occurring or arising or claimed to have occurred or arisen out of the concurrent acts or omissions of provider, its agents, employees, subcontractors or assignees in connection with the work herein contemplated; provided, however, this provision shall not be construed so as to have the effect of indemnifying and holding harmless County and MH.IDD from and against such losses, damages, costs, claims, lawsuits, judgments, settlements, and expenses which shall arise solely out of the acts or omissions of the County and MH.IDD in connection with the work herein contemplated. The indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Provider under a Worker's or Workmen's Compensation Acts, Disability Benefit Acts, or their employee benefit acts, or insurance.

Nothing herein shall be construed as constituting Provider as other than an independent contractor, and Provider shall be and remain fully responsible for any loss or damage by Provider; by Provider's officers, agents, employees, subcontractors; or anyone for whose acts Provider may be liable.

Notwithstanding the indemnification provisions, County shall have the right, but not the responsibility, to defend, compromise and pay any claim against Provider arising out of the subject matter of this Contract, and shall have the rights of indemnity set forth herein without regard to whether the amount paid or incurred were reasonable or necessary.

18. Human Experimentation. All experimentation with human subjects involving any physical or mental risk or hardship to those subjects shall be prohibited.
19. Notice of Involvement. All notices, information pamphlets, press releases, research reports and similar public notices or documents prepared and released by Provider under the terms of this contract shall include the following statement

“This program service receives funds and fees under a Contract with the Counties of Cumberland and Perry through the Cumberland-Perry Mental Health, Intellectual and Developmental Disabilities Office”.
20. Confidentiality. Provider shall insure and shall require all subcontractors to insure that persons counseled, treated, or rehabilitated, including all those formerly receiving services, are secure in the confidentiality of records, names and identities except where disclosure is permitted or required by the Pennsylvania Mental Health and Mental Retardation Act of 1966, the Mental Health Procedures Act of 1976, as amended and other applicable laws. Provider shall formulate a written policy relating to the maintenance and security of confidential information including disciplinary actions to be taken against any employee who does not comply.
21. Classification and Salary Procedures. As required by the MH.IDD Office and in keeping with the Department of Human Services (formerly Department of Public Welfare) Regulations, including but not limited to Regulations No. 4300.83B, 4300.113, 4300.115 and 4300.116, current Provider staff

positions have been cross walked into a personnel classification system. That system is the Department of Human Services' (formerly Department of Public Welfare) approved classes used in County MH.IDD Office, Children and Youth Programs, Aging Office, Drug and Alcohol Programs, and the new Chief Executive Officer grid. Provider's personnel salaries, for purposes of contract reimbursement, shall be determined by the County approved Personnel Classification system.

In the event Provider has a disagreement with a particular job classification, Provider may request a review by the County MH.IDD Administrator. The Administrator will determine whether said job classification is inappropriate or appropriate. If the Administrator determines that the classification is appropriate, his decision is final unless overturned by an appeal to the Office of Personnel, Department of Human Services (formerly Department of Public Welfare). Appeals will be submitted on appropriate forms to the Administrator, who will forward the same to the Department of Human Services (formerly Department of Public Welfare), whose decision will be final and binding and the County pay range shall apply for the purposes of reimbursement.

Nothing herein shall be deemed to limit compensation to Provider's employees but it is relevant in determining reimbursement to Provider and may limit same.

22. Records.

- A. Provider will maintain books, records, documents and other evidence pertaining to the costs and expenses of this Contract (hereinafter referred to as the "records"), to the extent and detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract. Provider will maintain accounting procedures to separately track expenses and revenue from the various funding streams. Provider will maintain accounting procedures and practices which meet or exceed the nationally accepted Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, as published by the National Health Council and the National Social Welfare Assembly (1964) and/or the account structure as defined in 55 PA Code Ch. 4300, unless an alternative system or accounting structure is approved in writing by County and such alternate system can be cross walked to the aforementioned system.
- B. Information collected herein by the County is specifically for the purposes of monitoring the performance of this contract and shall not be disclosed to any other person or agency unless provided by law.
- C. Provider shall preserve and make available his records for a period of six (6) years from the date of final payment under this Contract, and for such period, if any, as is required by applicable statute or by any paragraph of this Contract.
 - 1) If this Contract is completely or partially terminated, the records relating to the work shall be preserved and made available for a period of six (6) years from the date of any resulting final statement.

- 2) Records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Agreement to which exception has been taken by the auditors, shall be retained by Provider until such litigation, claims or exceptions have been disposed of.
- D. Except for documentary evidence pursuant to the records described in subparagraph C.2., Provider may, in fulfillment of this obligation to retain records as required by this paragraph, substitute photographs, microphotographs, or other authentic reproductions or such records, after the expiration of two years following the last day of the month of reimbursement to Provider of the invoice or voucher to which such records relate, unless a shorter period is authorized by County, with the concurrence of the auditors.
- E. Provider will --
- 1) Maintain a system of program and clinical records as required by the Commonwealth, County and MH.IDD.
 - 2) Maintain for each individual served, records that are adequate for:
 - a) Reviewing the history of service to individual clients;
 - b) Evaluating services being rendered and planned;
 - c) Conveying pertinent information to persons involved in the service program;
 - d) Documenting client progress and response to services provided;
 - e) Evaluating quality and nature of services rendered by Provider's staff
 - f) Protecting the legal rights of clients, staff and Provider;
 - g) Compiling data for use in research or evaluation.
 - 3) Freely and promptly transmit all requested clinical information between the Base Service Units (BSU) within the bi-county administrative unit.
 - 4) Maintain and submit program statistical data and reports as required by State, County and MH.IDD at times prescribed and on forms required by State, County or MH.IDD.
 - 5) Allow an annual review of Provider's program, facilities and services at the discretion of MH.IDD Administrator. Such review may include, but is not limited to:
 - a) Meeting with consumers;
 - b) Review of service records;
 - c) Review of service policies and procedures;
 - d) Review of staffing ratios, job descriptions, staff clearances and training records;
 - e) Meetings with staff who provide services directly.

These reviews will be conducted at reasonable hours by Federal, State, County or MH.IDD personnel or their authorized designees.
 - 6) Maintain a record of all real property purchased under this Contract and further maintain a system of inventory control for such property in accordance with sound business practices.
 - 7) Maintain attendance and payroll distribution records for each employee.

- 8) Pay all expenses incurred and made necessary through carrying out work under this Contract, including but not limited to payment of all employees, payroll taxes, invoices and claims as they become due.
23. Submission of Supportive Materials. Provider, upon request, shall promptly deliver to County background material prepared or obtained by the Provider incident to the performance of this contract. Background material is defined as original work papers, notes and drafts prepared by Provider to support the data and conclusions in the final reports, and includes completed questionnaires, etc., and material in electronic data processing form, and other printed materials, pamphlets, maps, drawings and books acquired by the Provider during the term of the contract and directly related to the services being rendered.
24. 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 this contract. It does not include provider’s financial reports, personnel information or other information related to contract administration.
- B. Copyrights: Provider relinquishes any and all copyrights and/or privileges to data developed under this contract. Provider shall not include in the data any copyrighted material without the written approval of County unless Provider provides County with written permission of the copyright owner for County to use such copyright matter in a manner provided herein. Provider shall exert all reasonable effort to advise County, at the time of delivery of data furnished under this contract, if invasions of the right of privacy are contained therein. Provider shall defend any suit or proceeding brought against the County on account of any alleged infringement or any copyright arising out of the performance of this contract, including all work, services, materials, reports, studies and computer program data provided by Provider.
- County shall provide prompt notification in writing of such suit or proceedings and of Provider’s full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. As principles of governmental or public law are involved, County may participate in the defense of such action.
- If any of the materials, reports, studies or computer program data provided by Provider are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, Provider shall, at Provider’s expense and option, either procure the right to publish or continue use of such infringing materials, reports, studies or computer program data, replace them with non-infringing items, or so modify them that they are no longer infringing. The obligations of Provider under this paragraph continue without time limit.
- C. Rights in Data: Data submitted to and accepted by the County under this contract shall be the property of the County and it 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 Provider.

25. Interest of Provider. Provider covenants 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. Provider further covenants that in the performance of this contract, 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 has such an adverse interest.

Provider covenants that it will not participate in the purchase of goods and services from a person having an interest or relationship in the Provider's organization unless made under a competitive bidding procedure. However, Provider may purchase goods or services from such person, if the sum of the same does not exceed \$500 annually, and the costs of goods or services furnished by said related organization is the lower of the allowable cost to the related organization or the market value of the goods or services.

Provider further covenants that any transaction involving a related party shall be disclosed in Provider's audit report.

26. Interest of Members of the County and Others. No officer, member or employee of the County or the Commonwealth of Pennsylvania who exercises any functions or responsibilities under this Contract, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the County or the Commonwealth of Pennsylvania, and no member of its governing body have any interest, direct or indirect, in this contract or the proceeds thereof.
27. Covenant Against Contingent Fees. The Provider and the County warrant that no person or selling agency has been employed or retained to solicit or secure this contract or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agency maintained by Provider for the purpose of securing business). For breach of violation of this warranty, the County and Provider shall have the right to annul this contract without liability or, in their discretion, to deduct from the consideration otherwise due under the contract, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
28. Rights of Review and Inspection. County and MH.IDD maintain the right to review and authorize for reimbursement all financial transactions, including transactions between Provider and third parties, which Provider submits for reimbursement or which contribute directly to agreed unit charges. County and MH.IDD reserve the right to determine whether any transaction was reasonable and in line with current experience for similar projects. Reasonableness of prices and fees shall be determined by comparing the amounts paid by Provider with amounts paid by County under contracts for similar projects. Nothing herein shall fix what Provider pays but is relevant in determining reimbursable amounts and may limit same.
29. Quality Assurance Participation. The Provider agrees to support the Quality Assurance Policy as promulgated by the Cumberland-Perry MH.IDD Board effective July 1, 1987 and further agrees to work cooperatively in implementing a county wide Quality Assurance Program.

30. Submission of Reporting and Billing Forms. Provider shall provide to MH.IDD reports and bills within seven business days following the month of service. All reports and documents shall be in compliance with all applicable Federal, State and County laws, rules, guidelines and regulations.
31. Description of Services to be Purchased. Provider agrees that the services and program outlined and described in the appendices shall be available on a priority basis to all residents of Cumberland and Perry Counties. Program accessibility by county residents shall be on the basis of need for services and referral shall be made through the Cumberland and Perry Counties Mental Health, Intellectual and Developmental Disabilities Office Base Service Units. It is understood that the Provider shall be responsible for the final decision for acceptance into services of any resident that is referred.
32. Participation in Planning Process. Provider will participate in the planning processes of the County. This shall include providing information on the aggregate amounts of service delivered by Provider (the same being useful for planning), serving on planning committees and subcommittees and participating in needs assessments required for planning for mental health and/or intellectual and developmental disabilities services.
33. Account Structure. Provider will establish an account structure in accordance with the Pennsylvania Mental Health and Mental Retardation Act of 1966 and regulations as set forth by the Department of Human Services (formerly Department of Public Welfare), Commonwealth of Pennsylvania, at 55 PA Code Chapter 4300. Alternatively, with prior approval of the MH.IDD Director, Provider may establish or maintain its own accounting structure in accordance with Provider's responsibilities under third party and/or government regulations, provided that a clear crosswalk is established between Provider's account structure and the account structure defined in the Chapter 4300 regulations above.
34. Purchase of Assets and Supplies. Provider will use its best efforts to obtain all fixed assets (as defined pursuant to 4300 regulations) and supplies for use in the performance of this contract at the lowest practicable cost and will purchase by means of a system of competitive bidding whenever required by law or regulation.
- A. Title to all assets that are fully depreciated shall remain with the Provider.
 - B. Title to all assets or personal property, including purchase or lease-purchase agreements, acquired through loan amortization using MH.IDD funds shall vest during the term of the contract with the Provider. Title shall automatically vest upon termination or cancellation of this contract to the County. The County may, in its sole discretion, within 120 days after the expiration of the contract:
 - 1) Take or retain possession of said assets and reimburse any other funding source according to the percentage of contributions based upon fair market value as determined by an independent appraisal.
 - 2) Dispose of assets upon obtaining an independent appraisal and reimburse any other funding

source according to its percentage of contributions.

- 3) Allow the Provider to purchase the assets upon obtaining an independent appraisal of the fixed asset and reimbursing MH.IDD according to its percentage of contributions.

Title of all property furnished by the County shall remain with the County.

- C. In the event this, or similar contract is renewed or awarded to Provider or its successor, all fixed assets and personal property purchased or acquired under Para. 34B under the original contract or subsequent contracts shall be subject to the provisions of this contract.
 - D. All property purchased or acquired during this contract year under Para. 34B shall, unless otherwise provided for herein or approved in writing by County, be used solely for the performance of this contract.
 - E. All property furnished by the County or personal property acquired during this contract year under Para. 34B by the Provider, including purchase by purchase-lease agreement, for which the Provider is to be reimbursed under this contract shall be deemed County property for the purposes of subsections (F) and (G) of this provision.
 - F. Provider shall maintain and administer in accordance with sound business practice a program for the identification, maintenance, repair, protection, preservation and insurance of property so as to assure its full availability and usefulness.
 - G. Provider shall maintain insurance on any and all property in which County has an interest-naming County as a loss payee. In the event of a loss, the provider agrees to use the proceeds therefore for repair, replacement, credit against the cost of the work or as otherwise directed by the County.
 - H. Provider shall not include personal property or assets acquired during the terms of this contract or any renewal thereof under Para. 34B under this contract as part of Provider assets on accounting balance sheets. A separate accounting of the properties and assets is to be maintained by the Provider with a copy on file with the MH.IDD Office. County maintains the right to audit and inspect at all times fixed assets acquired or purchased under this contract or previous contracts between the parties hereto. A separate accounting and an annual inventory of property is required.
 - I. Income received from disposing of assets, or received by the County in refunds from Provider shall be in direct proportion to the percentage of the asset originally funded by the County and used to reduce gross eligible expenditures of Provider in determining the amount Provider is eligible for MH.IDD funds.
35. Collection of Fees. Provider will properly charge the financial liability determined by the Base Service Unit to the client or his/her legally responsible relatives. Such charges which remain unpaid by the client or legally responsible relative must be pursued according to the specifications detailed in Section 4305.11 of Title 55 of the PA Code of the Department of Human Services (formerly Department of Public Welfare). In those instances in which the application of financial responsibility to the client or his/her legally responsible relative would result in increased cost to the MH.IDD

Office, or substantial hardship to the client or family, the Provider agrees to follow the request for abatement or modification of liability procedures as outlined in Section 4305.7 of the Title 55 PA Code. The Provider agrees to exercise all reasonable effort to utilize MH.IDD funds as the funding of last resort and maintain clear records documenting those efforts.

36. Retention of Revenue. Retention of Revenue by Provider may be limited up to a maximum of 3% of the contracted MH.IDD funds applicable to each individual contract between the Provider and MH.IDD Office. Contract amounts will not be increased to reflect up to a maximum of 3% retention allowance.

37. Occupancy Allowance. Whenever a Provider funded for the payment of buildings or the down payment of a building from other than MH.IDD fund resources, the MH.IDD Office may participate in an annual allowance up to 8% of the original purchase price or down payment of said building.

The MH.IDD Office may participate in an allowance up to 8% of the original cost of debt-free real estate and documented costs of renovations and/or improvements if it is demonstrated that MH.IDD funds were not used to pay for said renovations/improvements.

The occupancy allowance expense may be granted if it does not directly reduce the number of service units provided prior to the adoption of the 4300 fiscal regulations.

38. Federal Healthcare Programs. The Provider certifies and affirms that it is in good standing with all Federal health care programs and is an approved provider under the Medicare and Medicaid programs. Provider further affirms that it will comply with all Medicare and Medicaid requirements and will within 10 days of notice by any Federal health care program, inform the County in writing of any investigation, restriction or exclusion from the Medicare and Medicaid programs. If any subcontractors are utilized in the provision of this Agreement, the above Federal health care program provision will be included in the Agreement between Provider and subcontractors.

39. Certification Regarding Drug-Free Workplace Requirements. The Provider, in accordance with 45 CFR Part 76, certifies that it shall provide a drug-free workplace by:

A. Establishing a drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace; and
- 2) The Contractor's policy of maintaining a drug-free workplace; and
- 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

B. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or being under the influence of a controlled substance is prohibited in the Provider's workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

- C. Including the statement published pursuant to (B) above, a requirement that each employee, as a condition of employment shall:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Notifying MH.IDD within ten (10) days after receiving notice under subparagraph C(2), above, from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph C(2), above, with respect to any employee who is so convicted:
- 1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
40. Gift Policy. Cumberland County officials have adopted a uniform gift policy applicable to all County officials and employees. This policy prohibits any official or employee from receiving a gift of any monetary value from any source doing or seeking to do business with the County or attempting to influence the judgment of an official or employee. Further, no gifts may be made for or on behalf of the County or any of its offices or departments, unless first presented to the Board of Commissioners for decline or acceptance at a public meeting. Providers are advised that any violation of this policy may result in employee discipline, including termination. By entering into this contract, the provider agrees to abstain from offering or giving anything of monetary value to any County official, employee or member of their immediate families.
41. RIGHT-TO- KNOW LAW. The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101, *et seq.*, applies to this Contract. In the event the County receives a right-to-know request related to this Contract and the requested document(s) is/are in the Provider's possession, the County will notify the Provider that it requires the Provider's assistance in providing the document(s) or otherwise responding to the request. Within fourteen (14) calendar days after notice from the County, the Provider shall provide the County access to, and copies of, any document or information in the Provider's possession which properly respond to the request ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Provider fails to provide the Requested Information within fourteen (14) calendar days after receipt of such notice, the Provider shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur as a result of the Provider's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Provider agrees not to challenge the County's decision to deem the Requested Information a Public Record. 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, the Provider will immediately notify the County, and will provide, within seven calendar days of receiving the notice, a written statement signed by a representative of the Provider explaining why the requested material is exempt from public disclosure under the RTKL. If, upon review of the Provider's written statement, the County still decides to provide the Requested Information, Provider will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Provider for any costs associated with complying with this provision only to the extent allowed under the County's fee schedule and as authorized by law.

Provider agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Provider agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. Provider's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Provider has Requested Information in its possession.

42. Federal Health Care Program Screening. Providers enrolled in the Medical Assistance Program's fee-for services and the managed care delivery systems including those who participate in, or have clients participating in, federal health care programs, or the State Children's Health Program (SCHIP), are required to screen their employees and subcontractors, both individuals and entities in accordance with State and Federal law, Medical Assistance Bulletin No. 99-11-05 (effective date August 15, 2011) and any and all other applicable laws or regulations to determine if they have been excluded from participating in those programs. Screening shall include, without limitation, searching the following databases to determine exclusion status: 1) Pennsylvania Medichex List; 2) List of Excluded Individuals/Entities; and 3) System for Award Management (SAM). If an individual's resume indicates that he/she has worked in another state, providers shall also check that state's individual list. Providers shall perform this screening prior to execution of this contract and monthly thereafter during the term of this contract. Failure to comply with this screening requirement and/or employing or entering into a contract with excluded individual or entities will prevent payment for services if furnished or ordered by excluded individual or entities and will subject provider to reimbursement to the County for improper payments previously received. In addition, the Provider shall be obligated to reimburse County for any and all civil monetary penalties imposed against County as a result of services provided by an excluded person or entity. Provider is required to notify the County immediately upon its discovery of the exclusion of any employee or subcontractor. By executing this contract, Provider affirms that it has performed required screening and covenants to perform periodic screening as required herein.
43. Information Required by the County of its Contracted Providers – Provider Enrollment. The Affordable Care Act (ACA) requires enhanced screening of providers prior to enrollment, and at regular intervals thereafter. To comply with this initiative, the Commonwealth of Pennsylvania has implemented major changes to its provider enrollment processes. One significant change involves the level of specificity of the provider information that must be captured, verified, and exchanged during the initial enrollment process. The Commonwealth's Department of Human Services (formerly Department of Public Welfare) revised its enrollment application forms to capture all ACA-required information from any provider seeking to enroll in the Department's Provider Reimbursement and Operations Management Information System in electronic format (PROMISE). Accordingly, as part of this Agreement/Contract/Purchased Services Agreement between the County and Provider, the

Provider agrees to submit to the County all information necessary for its enrollment into PROMISE as a base-funded mental health service provider. The required information will be identified on the specific Departmental provider enrollment application, but may include at least the following:

- A. Articles of Incorporation
- B. Documentation from the Internal Revenue Service to identify the entity's legal name and federal tax ID number
- C. Certificate of Compliance, License or Service Description
- D. Non-Profit Disclosure: Name, Home Address, Date of Birth and Social Security Number of every member of the Board of Directors of a non-profit organization
- E. Ownership or Control Interest: Name, Home Address, Date of Birth and Social Security Number of every partner, stockholder, corporate owner or officer having at least a 5% direct or indirect ownership interest in a for-profit corporation

Failure by the Provider to submit complete and timely information to the County may place the County in jeopardy of meeting its obligations to the Department, and will consequently be considered as a result in default of this Agreement/Contract/Purchased Services Agreement between the County and the Provider.

44. Mandated Reporting Policy. If you are among those adult persons identified as a "mandatory reporter" as that term is defined in the Child Protective Services Law, 23 Pa.C.S.A. §6301, et seq., you are subject to the mandatory reporting requirements of that law and agree strictly to follow the oral and written reporting requirements in accordance with that law and any regulations established by the Pennsylvania Department of Human Services (formerly Department of Public Welfare). In addition, if you or any of your employees provide child-care services as defined by that law, you agree to strictly follow the information requirements and maintain information pursuant to 23 Pa.C.S.A §6344, or any amended or successor provision(s).