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REQUEST FOR PROPOSAL (RFP)

Chester County CYF Resource Parent Recruiter

RFP# 2607-01

for

The County of Chester

Proposals must be submitted electronically through Public Purchase

<https://www.publicpurchase.com/>

Proposals Due: Thursday, September 17, 2026, by 11:00 AM

Issue Date: July 16, 2026

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REQUEST FOR PROPOSALS

I. Description

The County of Chester, Department of Children, Youth, and Families, is requesting Proposals from qualified firms or individual(s) who have the necessary expertise to provide Resource Parent Recruiter Services.

II. Questions

Any questions related to the Proposal must be submitted via Public Purchase at www.publicpurchase.com in writing no later than 12 p.m. on Monday, **August 17, 2026.**

All questions received by the deadline will be answered via addenda and posted to the public purchase site - www.publicpurchase.com.

III. Proposal Submission

Proposals must be submitted electronically through www.publicpurchase.com in response to this RFP. To ensure compliance with the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101, *et seq.*, Proposer shall submit one redacted copy of the proposal (in addition to the other required copies of the un-redacted proposal) if Proposer believes that the response contains trade secrets, proprietary information, or other confidential content. Proposer must also provide a written statement, signed by a representative of the Proposer, certifying that the record contains a trade secret or confidential proprietary information. Proposals must be submitted no later than 11:00 a.m., Eastern Standard Time, Thursday, **September 17, 2026.**

IV. Public Purchase

Public Purchase, a FREE web-based e-Procurement service. In order to begin or continue to receive bid notifications as a current vendor through Public Purchase, you must complete the two-step registration. Please register as soon as possible so that you have uninterrupted access to our bids and the notification of our bids.

Instructions:

A. Register with Public Purchase:

Use the link below to begin the registration process. It can take up to 24 hours for your account to become active. You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure to add this email address to your contacts to avoid the solicitation notification emails being sent to your junk folder.

<https://www.publicpurchase.com/gems/register/vendor/register>

If you are already registered with Public Purchase, please proceed directly to step 2.

B. Register with County of Chester (PA):

1. Once you have received your activation email from Public Purchase log in to www.publicpurchase.com and accept the terms and conditions of use.
2. Click on the "Tools" tab located on the far right of the menu header.
3. On the new list of sub-tabs, click on "Agencies."

4. Search for the agency County of Chester (PA) - Make sure the Registration Status field is set to "All."
5. Once you find the result, please click on the [Register] tab on the far right of the agency name.
6. Complete the registration steps with the agency.

It is important that this second part of the registration is complete, or you will not receive notifications of upcoming quote opportunities from the County of Chester (PA) It is your responsibility to keep the information up to date, particularly the contacts and email addresses.

If you need any assistance with this process, please contact Public Purchase at support@publicpurchase.com or use their Live Chat during business hours. It can be found in the upper left corner of the web site.

GENERAL TERMS AND CONDITIONS

- 1.0 This “Request for Proposal” is defined as all documents referenced in the “Table of Contents” found in this Request for Proposal and any addenda issued by the County. All documents referenced in the Table of Contents are hereby incorporated into and made a part of this Agreement to the same extent as if they were fully set forth herein.
- 2.0 While the County has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, all Proposers are urged to conduct their own investigations into material facts and the County shall not be held liable or accountable for any error or omission in any part of this Request for Proposal.
- 3.0 Proposers must present suitable evidence of their financial standing and furnish a list of similar work/services recently completed/performed. The County reserves the right to conduct independent background checks to determine the financial strength of any and all firms submitting Proposals.
- 4.0 No verbal instructions or information to Proposers will be binding. This Request for Proposal is considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness thereof before the **Question deadline**.
- 5.0 Questions will be answered in the form of addenda to this Request for Proposal and will be posted on Public Purchase, a FREE web-based e-Procurement service. These addenda shall then be considered part of this Request for Proposal. Please Note: It is the responsibility of the Proposer to check the Public Purchase website, www.publicpurchase.com for any information that is available regarding the Request for Proposal.
- 6.0 Submitted Proposals will be considered as conclusive evidence of complete examination of the Request for Proposal and constitutes express acceptance by the Proposer of all terms and conditions and provisions of this Request for Proposal including all addenda, attachments, and exhibits. Failure to comply with any of the conditions may result in the rejection of the Proposal or the immediate termination of any Agreement which may have been awarded. County reserves the sole right to waive technicalities and accept or reject any and all Proposals or items therein, in the best interest of the County as it deems proper and/or necessary.
- 7.0 The County reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.
- 8.0 Proposal forms and instructions are provided in the Request for Proposal and must be used when submitting the Proposal.
- 9.0 Each Proposal must be submitted electronically through the Public Purchase website, www.publicpurchase.com. All Proposals must be submitted and received by the due date to be considered.
- 10.0 Proposals shall be submitted at no cost to the County and any Proposal received shall remain the property of the County. Any subsequent costs relating to contract negotiations are entirely the responsibility of the Proposer.
- 11.0 There will be a formal public opening of Proposals wherein the names of each vendor that submitted a proposal will be read aloud. However, Proposals shall not be available for review.
- 12.0 Information contained in the Proposals will not be disclosed during the review process.

- 13.0 Any Proposer who has demonstrated unsatisfactory performance during any Agreement with the County of Chester or any other organization may be considered unqualified. The County reserves the right to exercise this option as the County deems proper and/or necessary.
- 14.0 If only one Proposal is received, the County may initiate negotiations or seek additional proposals on an informal or formal basis.
- 15.0 Proposals will be evaluated based on, but not limited to, the criteria submitted and the completeness, clarity, and content of the Proposal.
- 16.0 County, upon review of the Proposals, may request and schedule Proposer(s) to meet at a designated time, date and County location for a conference call, an interview and/or presentation/demonstration to obtain additional information and/or clarification from Proposer(s).
- 17.0 County reserves the right to negotiate the terms and conditions and request a best and final offer. Negotiations may be suspended or terminated at any time the County determines additional negotiations would be unproductive and negotiate with another Proposer of its choice.
- 18.0 Agreement: County reserves the sole right to enter into an Agreement with the Proposer offering services and experience that represent the best interest and overall value to the County.
- 18.1 Proposer agrees to use and sign the County's Agreement which includes terms and conditions as specified in the Request for Proposal and Agreement (Attachment A)
- 18.2 Successful Proposer is required to sign and have witnessed the original Agreement and provide the required Certificate of Insurance. The Agreement shall be presented to the County Board of Commissioners for consideration and approval. Upon Commissioners' approval and signature, a fully executed Agreement shall be forwarded to the Contractor.
- 18.3 If an Agreement cannot be negotiated within ten (10) days of notification to the successful Proposer, the County may terminate negotiations with that Proposer and negotiate an Agreement with another Proposer of its choice.
- 18.4 The Request for Proposal is intended to cover the performance of all work/services that may be required or necessary for the complete performance of the Agreement.
- 19.0 Order of Precedence: The Agreement will incorporate, in order of precedence, the following:
- 19.1 The County Agreement.
- 19.2 The County Request for Proposal and any addenda thereto.
- 19.3 The accepted Best and Final Offer, if any.
- 19.4 Pertinent portions of the Proposal submitted by the successful Proposer and agreed to by the County.
- 20.0 Contract Modification and Amendment:
- 20.1 Any alteration, variation, modification, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties

hereto, by execution of an Amendment which shall be attached to and become part of the Agreement.

20.2 No extras or additional work/services will be allowed or paid for unless such extras or additional work/services are ordered in writing by the County and the price fixed and agreed upon before such work/services are performed.

- 21.0 Contractor shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed either directly or indirectly to the Contractor. The Contractor agrees to indemnify, defend, and hold harmless the County, its elected officials, its agents, and its employees from and against all claims, losses, expenses (including reasonable attorney's fees), demands or judgments ("Claims") which result or arise out of the negligent or willful misconduct of Contractor or its officers, agents, servants, subcontractors or employees under this Agreement for personal injury or property damage as well as for any employment, tax, withholding, discrimination or other employment related claims concerning Contractor's employees or subcontractors.
- 22.0 Contractor shall not assign, subcontract, or transfer any portion of services covered by the Request for Proposal without prior written consent of the County.
- 23.0 Contractor certifies that he is totally independent of any Company or Contractor that may perform work for the County regarding the Agreement and that Contractor will not receive any remuneration of commission of any kind from any such Company or Contractor as a result of the Contractor's performance under this Agreement.
- 24.0 Contractor certifies that to the best of their knowledge, no County official or employee has a vested interest, financial or otherwise in the Agreement. Contractor agrees to comply in all respects with the Public Official and Employees Ethics Act (65 P.S. Section 1101 et seq.).
- 25.0 Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of the Agreement. Conflict of interest may constitute grounds for termination of any Agreement with the Contractor following notification by County to Contractor where same is not corrected by Contractor within the time period established by County in such notice.
- 26.0 Contractor assumes responsibility under the Immigration Control and Reform Act of 1986 for verification of identity and employment eligibility in connection with Contractor's own agent/servants, workers and employees.
- 27.0 Contractor expressly agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State and/or Local Laws, ordinances, rules, regulations and orders prohibiting discrimination in hiring or employment opportunities. Compliance is not delegable to any union, training program or other source of recruitment which prevents the Contractor from meeting his obligations hereunder.
- 28.0 It shall be the responsibility of the Contractor to investigate the applicability of the Americans with Disabilities Act of 1990 and to comply with all respects of these provisions and any amendments thereto.
- 29.0 Contractor is responsible for familiarity and compliance with statutes that apply to their performance under their Agreement.

- 30.0 Contractor certifies that they are not currently under suspension or debarment by the Commonwealth, any other state, or the federal government and if the Contractor cannot so certify, then Contractor agrees to submit along with the Proposal, a written explanation of why such certification cannot be made. If at any time Contractor or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen calendar (15) days of the date of suspension or debarment. The failure of the Respondent to notify Chester County of its suspension or debarment by the Commonwealth, any other local, state, or the federal government shall constitute an event of default of the proposal with Chester County. Should subsequent debarment occur, that may result in cancelation of the contract by the County.
- 31.0 If Contractor enters into subcontracts or employs under this Agreement any Subcontractors or individuals who are currently suspended or debarred by the Commonwealth or the federal government during the term of the Agreement or any extensions or renewals thereof, the County shall have the right to require the Contractor to terminate such subcontracts or employment.
- 32.0 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 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 which do not result in the Contractor's suspension or debarment.
- 33.0 If applicable, Contractor certifies that they or their Subcontractors are not debarred or suspended from the Medicaid and/or Medicare programs. Contractor must notify the County immediately if the above status occurs and/or changes. Contractors can review the suspended or debarred Contractors at <https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index> and from the U.S. Office of the Inspector General at <http://oig.hhs.gov/exclusions/index.asp> and U.S. General Services Administration at <https://www.sam.gov>. Contractors and/or Subcontractors who are identified on any debarment list will automatically be rejected by the County of Chester.
- 34.0 Contractor certifies that they will provide a drug-free workplace in accordance with 45 CFR 76.
- 35.0 Insurance:
- 35.1 Contractor agrees, if it is a corporation or employer, to carry Workers' Compensation and Unemployment Compensation insurance policies per statutory requirements. Original Certificate(s) of Insurance showing Automobile Liability, Workers' Compensation, General Liability and Professional Liability insurance coverage (if applicable to the work) made out to the County of Chester, will be submitted by Contractor to the County along with the signed Agreement. The County will not approve the Agreement if a Certificate of Insurance is not present.
- Each policy and Certificate of Insurance shall contain an endorsement naming the County of Chester as "Additional Insured". If Additional Insured language is not included, the Agreement will not be approved.
- 35.2 At a minimum, the Contractor must carry at least the following:

Commercial General Liability:

\$2,000,000 Completed single body limit for bodily injury and property damage
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence

(Any restrictive endorsements must be included)

Workers' Compensation & Employer's Liability

PA Statutory Coverage

Employers Liability – 500/500/500

Automobile Liability (Business)

Covering “any” automobile used in connection with the Agreement.

\$1,000,000 Combined Single Limit

Professional Errors and Omissions Liability

\$1,000,000 Each Occurrence

\$3,000,000 Aggregate

Additionally, and if applicable, each physician, psychiatrist, dentist, psychologist, and nurse who renders Professional Services will provide the County with evidence of Professional Liability Insurance with the above limits.

Policy shall contain no retroactive date.

Claims-made basis acceptable for *Professional Errors and Omissions*.

Computer Crime Coverage

\$1,000,000 Minimum Limit (to include data processing service operations)

- 35.3 If coverage on the insurance policy is due to expire before the end of the Agreement period, it is the responsibility of the Contractor to provide an updated Certificate of Insurance to the County prior to the expiration date. If coverage should expire prior to the completion date shown on Agreement, the County reserves the right to withhold payment until an updated Certificate of Insurance is provided.
- 35.4 If Professional Services are provided, Contractor shall provide proof of Professional Errors and Omissions Liability insurance coverage.
- 35.5 Contractor shall accept full responsibility for the payment of premiums on all insurances as well as for social security taxes, income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services under the Agreement.

- 35.6 Contractor shall immediately advise the County of any cancellation or change in insurance(s).
- 36.0 Contractor hereby expressly waives any immunity under the Workers Compensation Act, either as an employer or statutory employer, for any claim that may be brought by the County. This waiver is intended to comply with the provisions of 77 [P.S. 481\(b\)](#), wherein the Contractor agrees to indemnify the County from liability for acts of negligence which may cause harm to the Contractor's Employee(s). Contractor accepts, in so far as the work covered by any such Agreement is concerned, the provisions of the Workers Compensation Act and any reenactments, supplements and amendments thereto.
- 37.0 Contractor agrees to maintain records relating to performance of the services hereunder as required by the County. Such records shall be open for inspection to the County and such agents of the County as are designated during reasonable business hours.
- 38.0 County shall be the owners of and entitled to possession of any software, computations, plans, correspondence or other pertinent data and information gathered by, developed, or computed by Contractor under the Agreement.
- 39.0 Default/Resolution:
- 39.1 If the Contractor or County defaults in its performance under the Terms and Conditions of the Agreement, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this Agreement will be terminated.
 - 39.2 Contractor agrees to replace any individual on their project team upon reasonable request of the County. The County has the sole right to accept and reject any individual assigned to this project by Contractor.
 - 39.3 The County reserves the right to suspend, revise or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the Agreement.
- 40.0 Contractor and County both agree not to solicit, hire, contract with or engage the employment or services of any employee or former employee of Contractor or County during the period of, and for one year after, the termination of the Agreement without written approval. Contractor and County agree that such approval will not be unreasonably withheld.
- 41.0 If applicable, Contractor agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA). Contractor assumes any and all responsibility for compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) relative to the processing, confidentiality and security of medical and/or health information and related documentation/records in connection with Contractor's provision of services as set forth under the Agreement and hereby agrees to indemnify, defend, reimburse and hold harmless the County, its officers, agents and employees for, or on account of, any violation of HIPAA attributable to its performance under the Agreement which subjects the County to any non-compliance penalties, whether civil or otherwise. Contractor shall execute the County's HIPAA Business Associate Agreement, which is included in this solicitation.

- 42.0 Contractor shall ensure that all staff and subcontracted personnel have had a criminal history background check completed indicating that no offense(s) exist that would prohibit employment. Contractor is to immediately notify the County of all felony or misdemeanor charges filed against Contractor, its employees and/or Subcontractors.
- 43.0 If applicable, Contractor agrees to comply with the PA Older Adult Protective Services Act as amended by Act 13 of 1997 regarding immediate mandated reporting by an employee or an administrator who has reasonable cause to suspect that a resident/patient, in the age 18 to 59 or 60 plus populations, is a victim of abuse or neglect and to immediately make an oral report to the County's Elder Abuse Hotline at 1-800-564-7000.
- 44.0 Contractor affirms to comply with Pennsylvania's Child Protective Services Law including, but not limited to, clearance requirements (23 Pa.C.S.A. §6311), and reporter training (23 Pa.C.S.A. §6383), as applicable.
- 45.0 If applicable, Contractor is responsible for familiarity and compliance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federally funded awards - CFR Sections 200.318 through 200.326.
- 46.0 If applicable, Prison Rape Elimination Act Compliance:
- 46.1 Pursuant to federal regulations promulgated under the authority of The Prison Rape Elimination Act ("PREA"), (Public Law 108-79 (2003); 42 U.S.C. § 15601 et seq.; 28 C.F.R. 115.5 et seq.), Contractor understands and agrees that they shall adopt and comply with all PREA regulations, including, but not limited to, the standards related to hiring and promotion as set forth in 28 C.F.R. 115.17.
 - 46.2 Contractor acknowledges that the PREA standards apply to all Contractor employees, subcontractors, or anyone working on behalf of the Contractor who will work within the Prison.
 - 46.3 Contractor shall be responsible for and agrees to indemnify and hold harmless the County and the Prison from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the County or the Prison as a result of the Contractor's failure to comply with PREA.
- 47.0 Contractor (Vendor), its employees, agents, servants, and any subcontractors of Contractor are independent contractors under this Agreement and are not deemed to be employees, agents, servants, or subcontractors of the County in any manner whatsoever.
- 48.0 To the extent permitted by law, Proposer and any and all Subcontractors and Independent Contractors shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of the County, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the County, and its goodwill, and that a breach of the terms of this paragraph is a material breach of this Contract. Proposer acknowledges that a breach of this confidentiality will cause irreparable injury to the County, and that the remedy at law for any such violation or threatened violation will not be adequate and the County shall be entitled to temporary and permanent injunctive relief. The

provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the contract.

- 49.0 Please be advised that in submitting any documents in response to any County Request for Proposals (RFP), that the County, as a political subdivision, is a Local Agency and is subject to the Pennsylvania Right to Know Law (65 P.S. Section 67.101 et seq.) and is required to disclose public records with the exception of records containing "trade secrets" as defined under the Right to Know Law. Right to Know requests must be submitted to the County of Chester Solicitor.
- 50.0 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Contractor has the responsibility and obligation to become aware of and comply with all applicable statutes, rules and regulations which affect this transaction in any regard.
- 51.0 Right to Protest. A). Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the head of the Purchasing Department. Protests relating to cancellation of invitations for bids or requests for proposals and protests relating to the rejection of all bids or proposals are not permitted. B). Time for Filing. If a protest is submitted by a prospective bidder or prospective offeror, the protest must be filed before bid opening time or proposal receipt date. If a protest is filed by a bidder or offeror or a prospective contractor, the protest must be filed within seven (7) days after the protesting bidder or offeror, or prospective contractor knew or should have known of the facts giving rise to the protest except that in no event may a protest be filed later than seven (7) days after the date the contract was awarded. Date of filing is the date of receipt of protest. Untimely filed protests must be disregarded by the County. C). Authority to Resolve Protests. A panel consisting of the County's Chief Administrative Officer, Chief Financial Officer and the Deputy Chief Administrative Officer, or their respective designees, shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract. D). Decision. If the protest is not resolved by mutual agreement, the panel shall promptly issue a decision in writing. The decision shall state the reasons for the action taken. A copy of the decision shall be emailed, mailed, or otherwise furnished immediately to the protestor.
- 52.0 Right-To-Know Law. A). The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract. B). Unless the Contractor provides the County, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor herein if the agency needs the Contractor's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change. C). Upon notification from the County or the Right to Know Requestor that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment, or harm that the County may incur as a result of the Contractor's failure, including any statutory damages assessed against the County. D). The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the County's decision to deem the Requested Information a Public Record. If the

Contractor 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 Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, Contractor will not challenge or in any way hold the County liable for such a decision. E). The County will not reimburse the Contractor for any costs associated with complying with this provision. F). Contractor 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 Contractor 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. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

To ensure compliance with the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101, et seq., Proposer shall submit one redacted copy of the proposal (in addition to the other required copies of the un-redacted proposal) if Proposer believes that the response contains trade secrets, proprietary information, or other confidential content. Proposer must also provide a written statement, signed by a representative of the Proposer, certifying that the record contains a trade secret or confidential proprietary information.

53.0 The Contractor must certify, in writing, that as of the date of its execution of its bid, it has no tax liabilities or other Commonwealth or Chester County obligations. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the proposal through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the County if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth or Chester County obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within ten calendar (10) days of the date of suspension or debarment. The failure of the Contractor to notify the County of its suspension or debarment by the Commonwealth, any other local, state, or the federal government shall constitute an event of default of the proposal with the County. In the event that Contractor is debarred or suspended, the County reserves the right to immediately terminate the contract with Contractor. The selected Contractor will be the sole point of contact concerning all contractual matters for the duration of the contract term. All members of a delivery team shall certify to this requirement.

54.0 Breach of Personal Information Act:

The Contractor must comply with Pennsylvania's Breach of Personal Notification Act ("BPINA"), 73 P.S. § 2301, et seq. During the course of this Agreement, Contractor may obtain or be given access to the Personal Information of Commonwealth residents. Pursuant to Section 2302 of BPINA, "Personal Information" includes an individual's first name or initial and last name AND: social security number, driver's license, state-issued identification card, financial account number, credit or debit card number, medical information, health insurance information, a username or email address with way to access account. Upon discovery of a breach, Contractor must provide notice of said breach to the County as soon as practically possible, but not more than seven (7) days

following date of discovery of breach. The date of discovery is the date Contractor first had knowledge or reasonable suspicion that a breach occurred. In accordance with Section 2303 of BPINA, the County is responsible for making the subsequent determinations as to whether to provide notice of breach to affected Commonwealth residents in accordance with the requirements of BPINA.

SPECIAL CONDITIONS

Please Note: Special Conditions listed below are a material part of this Request for Proposal. Failure to comply with the Special Conditions may result in rejection of the Proposal or termination of any contract, which may be awarded.

- 1.0 **Qualifications of the Proposer:** The County of Chester is requesting Proposals to provide Resource Parent Recruiter services. Proposer must have demonstrated experience with resource families with preferably lived and/or foster care experience. Social media networking skills and website development skills are preferred. Familiarity and experience with engaging religious communities and diverse communities is also preferred.
- 2.0 **Agreement:** The attached sample Agreement is the County's standard contract document which specifically outlines the contractual responsibilities. All Proposers should thoroughly review the document prior to submitting a proposal. Any proposed revisions to this document must be identified as Exceptions. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, Proposers should review any proposed revisions with an officer of the Company having authority to execute the contract. No alterations can be made to the contract after award by the County Board of Commissioners.

The following sections will be incorporated into the selected/awarded vendor's contract: Scope of Work/Services, Contractor Requirements/Responsibilities, Contractor Deliverables, County/Facility Responsibilities, and IT Guidelines (if applicable to software). All County Contracts are public financial records and subject to disclosure under the Right-to-Know Law. Trade Secrets and Confidential or Proprietary information cannot be redacted from a public contract under the Right-to-Know Law.

- 3.0 **Vendor Interview/Presentation:** Upon review of the Proposals, the County reserves the right to request and schedule meeting(s) at a designated time, date, and location for an interview and/or presentation.
- 4.0 **Subcontracts:** Intended use of subcontracted services for any part of this RFP must be identified in your proposal.
- 5.0 **Child Abuse Clearances Required:** Proposers are required to complete and return the PA Protective Services Compliance Verification Form with their Proposal. Copies of Pennsylvania Child Abuse Clearances (Childline) are required for all employees and subcontractors.
- 6.0 **Identification:** Contractor employees must wear company uniform with company name and visibly wear/display a company identification badge. Contractor employees deemed to be disruptive, unqualified or under the influence will have their security withdrawn and will be permanently removed from the Facility.
- 7.0 **Invoicing/Payments:** The County will pay the amount due to the Contractor within thirty days after receipt of a correct invoice. Payment shall be made promptly following receipt of correct invoice(s) submitted and subject to County approval of satisfactory performance of the work required under this Agreement. No additional payments shall be made for out-of-pocket expenses. The County reserves the right to deduct ten percent (10%) per month from the payment due for processing fees subject to a twenty-five-dollar minimum on any outstanding

request(s) for payment. The County assumes no liability for any payment request older than six (6) months from the delivery or completion of work. Invoices must reference the Chester County Contract I.D. associated with the Contract and shall be submitted to:

County of Chester
Department of Children, Youth, and Families
601 Westtown Rd., Suite 310
West Chester, PA 19380
Or, submitted electronically to: cyfbilling@chesco.org

- 8.0 **Term of Agreement:** The effective date of Agreement shall be the date approved by the Chester County Board of Commissioners and shall continue for a period of one (1) year. The County reserves the right to extend the term for four (4) additional one-year periods and/or up to three additional months utilizing the same process contained in the original proposal to prevent lapse of coverage and only for the time necessary for a new Agreement. If, for whatever reason, an Amendment and/or a new Agreement is not in place, the term of this Agreement shall automatically extend on a month-to-month basis until terminated by either party. The County reserves the right to negotiate terms and conditions in the best interest of the County.
- 9.0 **Previous and/or Current Performance of Contractor:** Any Proposer who has demonstrated poor performance during a current or previous Agreement with the County of Chester or any other organization may be considered as an unqualified source, and their bid may be rejected. Contractor must have been in business for a minimum of five years. The County reserves the right to exercise this option, as the County deems proper and/or necessary.
- 10.0 **Termination for Convenience:** The County reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Contractor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Contractor shall be compensated for Services satisfactorily performed in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County for such Services, but in no event shall Contractor be entitled to recover lost or expected profit or termination expenses.
- 11.0 **Termination for Cause**
- a. In the event that either the Contractor or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.
 - b. In the event of such notice of breach, and a failure to cure same, all finished or unfinished documents, dates of studies and reports prepared by Contractor shall at the option of the County become its property and Contractor shall be entitled to receive just and equitable

compensation for any satisfactory work completed on such documents through the date of termination.

- c. Notwithstanding the above, Contractor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Contractor. The County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damage due the County from Contractor is determined.
- d. In the event that a contractor's agreement is terminated, whether for cause or through nonrenewal, and a new Contractor is awarded the agreement, the existing Contractor must participate in a plan of transition as developed by County. This plan may include a gradual transfer of consumers to the new agency prior to the end of the existing Contractor's agreement period.
- e. Existing Contractors are prohibited from communicating with consumers regarding changes in Contractor agencies. County will notify all consumers in writing regarding the change in service Contractor.
- f. If this Agreement is only terminated by County in part, Contractor shall continue performance of this Agreement to the extent not terminated, provided, however, that said continuation by Contractor shall take place only after County's evaluation of any and all surrounding circumstances.
- g. After the effective date of any termination by County and except as otherwise stated by County, Contractor shall:
 - i. Stop work under this Agreement to the extent specified in such termination notice.
 - ii. Place no further orders and/or agreements for materials, services and/or facilities except as may be necessary for completion of any such portion of work under this Agreement that is not subject to termination.
 - iii. Terminate any and all orders and/or contracted work to the extent that relates to the performance of any work terminated.
 - iv. Settle any and all outstanding liabilities and any and all claims arising out of any such termination of orders and/or agreements, to the extent County may require, and/or upon County's written approval of any such settlement.
 - v. Return to County any and all funds received not expended for any services and/or materials pursuant to this Agreement.
- h. The remedies set forth above shall be cumulative and shall be in addition to any and all other rights and remedies otherwise available to the County at law or in equity.
- i. If, during the term of this Agreement, Contractor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Contractor shall give the County written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Contractor.

- j. If the County terminates this Agreement for cause, in whole or in part, the County may acquire, correct, or replace Services similar to those terminated by contract or otherwise, and the Contractor shall reimburse the County for any costs incurred by the County thereby, or an equitable reduction to the Contractor's compensation shall be made.
- 12.0 **Additional Services:** County of Chester reserves the right to add similar items/service or delete items/service specified in the contract as requirements change during the period of the contract. County of Chester and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions. Alternatively, at its own discretion, County of Chester may revise the contract requirements and issue a new solicitation. It is understood and agreed between the parties herein that the County of Chester shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this contract.
- 13.0 **Business Interruption:** Under no circumstances shall the operations of the facility be interrupted by the Contractor's activities.
- 14.0 **Force Majeure:** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
- 15.0 **Indemnification:** The Contractor will indemnify and hold the County of Chester, its Commissioners, its employees and agents harmless from all claims, demands, costs, expenses, liabilities and losses including reasonable attorney's fees which may arise against the County of Chester, employees and agents as a consequence of any action or claim arising out of Contractor's malfeasance, negligence or omission.
- 16.0 **Certification of Impartiality and Conflict of Interest:** The Contractor certifies to be a totally independent Contractor and that to the best of their knowledge, no County official or employee has a vested interest, financial or otherwise in this Agreement. The Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by County to Contractor (allowing Contractor a reasonable opportunity to respond) where same is not corrected by Contractor within a reasonable time period after notice.
- 17.0 **Non-Discrimination/Sexual Harassment Clause:** The successful Contractor agrees to abide by this clause and its regulations in all aspects during the term of the Contract. The Non-Discrimination/Sexual Harassment Clause includes but is not limited to:
 - a. In the hiring of any employees for the manufacture of supplies, performance of work, or any activity required under this Contract or any Subcontract, the Contractor, Subcontractor, or any person acting on the behalf of the Contract or any Subcontractor, shall not by reason of gender, race, creed, color, disability or age, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

- b. Neither the Contractor nor any Subcontractor, nor any person acting on behalf of the Contractor or any Subcontractor shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under this Contract on account of gender, race, creed, color, disability or age.
- c. It shall be the sole responsibility of the Contractor to investigate the applicability of the Civil Rights Act of 1964 and the Pennsylvania Human Relations Act and to comply in all respects to the provisions of these.
- d. Contractors and Subcontractors 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.
- e. Contractors shall not discriminate by reason of gender, race, creed, color, disability or age, against any Subcontractor or Supplier who is qualified to perform the work to which the contract relates.
- f. The Contractor and each Subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with provisions of the Non-Discrimination/Sexual Harassment Clause. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information.
- g. The Contractor shall include the provisions of the Non-Discrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each Subcontractor.

The County may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Non-Discrimination/Sexual Harassment Clause.

18.0 **Americans With Disabilities Act:**

- a. It shall be the sole responsibility of the Contractor and/or Subcontractor to investigate the applicability of The Americans with Disabilities Act of 1990 and to comply with all respects of these provisions.
- b. Pursuant to federal promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability as a condition of accepting this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the County of Chester through contracts with outside Contractors.
- c. The Contractor shall be responsible for and agrees to indemnify and hold harmless the County of Chester from all losses, damages, expenses, claims, demands, suits and action

brought by any party against the County of Chester as a result of the Contractor's failure to comply with the provisions of subparagraph above.

1.0 INTRODUCTION

- 1.1 The Chester County Department of Children, Youth, and Families (hereafter referred to as the “Department”) is seeking proposals from consultant(s) to implement the Resource Parent Recruiter Services, a program to conduct resource parent recruiting activities and provide foster care opportunities for families across the county. The consultant can be an individual or group with, preferably, lived and/or foster care experience. Social media networking skills and website development skills are preferred. Familiarity and experience with engaging religious communities and diverse communities is also preferred.
- 1.2 The Department anticipates these services will begin November 1, 2026, and continue through June 30, 2028. The Department plans to fund the Resource Parent Recruiter Services program in subsequent years, but future contracts are dependent on continued funding from the state and performance of the provider. The Department anticipates that this contract will have a maximum contract amount not to exceed \$143,711.00 per year.
- 1.3 The Department is seeking a provider(s), with experience and ability in working with diverse populations in culturally sensitive manner and willing to provide the consultation services listed under the scope of work.
- 1.4 The Resource Parent Recruiter Services program should include the provision of assessment, monitoring, and all required documentation by the Department. These services should be provided in coordination with Department staff and the families, ensuring that meetings are held at times that are convenient for the families, which may include evenings and/or weekends.
- 1.5 All proposals submitted shall become the property of the County of Chester. The Department intends to evaluate responses to this Request for Proposals (RFP) and may, as a result, select one or more providers to implement the Resource Parent Recruiter Services program for a period beginning November 1, 2026 through June 30, 2028, based on the Department’s need. The County of Chester reserves the right to reject and all proposals and reserves the right to waive any informality or irregularities in the proposal or evaluation process. The County of Chester reserves the right to reject or award all proposals and/or contracts in the best interest of the County of Chester.
- 1.6 The target population will be potential resource families within the County of Chester that are willing to provide resource homes to children in the Department’s care. Families from counties adjacent to the County of Chester would also be considered.

2.0 SCOPE OF WORK

- 2.1 The provider will be expected to implement all aspects of the program, including, but not limited to: hiring staff, participating in required training, ensuring supervision occurs as required, and ensuring that all outcome measurements are completed as required. A more detailed list of expected deliverables is listed below. These bullets do not full represent the programming to be provided through this RFP and the expectation is for the provider to full describe the services and program they will implement in their response to this RFP.

- 2.1.1 Complete research on successful recruitment efforts for resource families, to include adolescents who present with complex behavioral issues, and communicate the results of the research to the Foster Care management team at the Department.
- 2.1.2 Identification of places on mailing lists to distribute recruitment materials for County of Chester families potentially willing to provide foster homes to Department foster children.
- 2.1.3 Upon receipt of approval from the Department, sending the mailings and/or attending recruitment events including an emphasis on making presentations to County of Chester religious and community groups, which would also include staffing a table at community events with marketing materials, etc.
- 2.1.4 Seeking approval from strategic businesses within the County of Chester willing to allow recruitment posters to be hung in their businesses and hanging them (i.e. grocery stores, coffee shops, restaurants, banks, laundry mats, other local businesses, recreation centers, etc.). Seeking permission to utilize other recruitment materials, as applicable, with businesses (i.e. restaurant placemats with child-friendly activities on them) and providing the materials to them.
- 2.1.5 Developing and utilizing social media and various Department websites to recruit potential resource parents.
- 2.1.6 Performing any other recruitment related activities as agreed on with the Department liaison.
- 2.1.7 Provide a monthly report with dates, specific hours, and activities listed that are performed monthly in recruitment efforts.
- 2.1.8 Maintain and provide a list of any persons, along with contact information, that state they plan to contact the Department regarding attending resource parent orientation as a result of recruitment efforts.
- 2.1.9 Follow-up to occur with individual(s) who reached out directly to the Foster Care management team inquiring about becoming resource parent(s).

3.0 TIMELINE

- 3.1 Question Period – a period for asking questions regarding this RFP will be held from the release of the proposal through 12pm on Monday, August 17, 2026. All questions must be submitted electronically to the Public Purchase website.
- 3.2 Answers to all questions will be posted via addendum by 4pm on August 24, 2026, on the Public Purchase website.
- 3.3 All responses to this RFP must be submitted according to the format provided. Only electronic submissions will be accepted. All responses must be received no later than 11am Thursday, September 17, 2026. Proposals should be sent electronically to the Public Purchase website.

- 3.4 Interviews if determined to be necessary by the Department, are anticipated to be scheduled in September and/or October 2026.

4.0 PROVIDER REQUIREMENTS

- 4.1 Responses to Questionnaire – All respondents must submit a proposal that answers all of the questions/statements on the Questionnaire (Attachment A). The provider will state why they believe they or their organization is appropriate to provide any given service they are applying for within the County of Chester. The provider should attach their respective service descriptions and provide additional information as necessary. All answers to the Questionnaire should be no more than 6-10 pages in length.
- 4.2 Proposed Budget – All respondents must submit a budget and budget narrative of their projected costs associated with the proposed program to cover November 1, 2026, through June 30, 2027, and July 1, 2027, through June 30, 2028. The budget should include approximate costs for the following: personnel, travel, operating costs, and other administrative costs.

5.0 QUALIFICATIONS OF PROPOSER

- 5.1 Proposer must have demonstrated experience with resource families with preferably lived and/or foster care experience. Social media networking skills and website development skills are preferred. Familiarity and experience with engaging religious communities and diverse communities is also preferred. The provider must have the ability to provide services described under 2.0 Scope of Work.

6.0 COUNTY RESPONSIBILITIES

- 6.1 The County of Chester desires to enter into an agreement with one or more providers to provide the Department with Resource Parent Recruitment services on an as-needed basis. If a contract is entered into as a result of this RFP, it will be a Cost Reimbursement contract with a line-item budget for the contract period. No advance payments will be made. The County of Chester retains the right to extend/renew the contract for additional program years through June 30, 2031, based on the performance and effectiveness of the service and availability of State funding.

7.0 EVALUATION CRITERIA

- 7.1 Proposals will be evaluated based on the criteria in the evaluation matrix located in Exhibit A of this RFP.
- 7.2 The County reserves the right to consider all relevant and reasonable information relating to the evaluation criteria listed, which may or may not be explicitly stated in the Required Capabilities description, when selecting the successful Proposer.

8.0 REQUIRED FORMAT AND CONTENTS OF PROPOSALS

All Proposals submitted must contain, at a minimum, the following information in the format and order set forth below:

- 8.1 Signature Page

- 8.2 Cost Proposal please include all required budgetary forms
- 8.3 Subcontractors
- 8.4 Reference Page: Provide at least four (4) current references for which services similar to this RFP are provided.
- 8.5 Affidavit of Employee Criminal History
- 8.6 List of Contracts: Provide a complete list of entities that are presently being services as well as those terminated within the past three (3) years. List the name, address, phone number, and contact person for each contract and your company's responsibilities under each. Provide the term of each contract and state whether each is currently active.
- 8.7 Joint Purchase with Municipalities and Other Entities
- 8.8 PA Child Protective Services Compliance Verification Form
- 8.9 Qualifications and Experience:
- Provide a brief history of the company and state the company's mission. State the name of the division or department of the company that will be responsible for providing services and provide the history and mission of the division or department.
 - Describe the company's local office(s) (office that will administer services), including the number of employees and the makeup of the staff assigned to these offices.
 - Individuals to be assigned – List the individuals to be assigned to Chester County and provide their names.
 - Provide a statement that your company is capable of providing all services identified in this RFP.
 - Provide responses to detail how required services shall be performed.
 - Provide assurances as to the stability of the staff to be assigned for the duration and discuss the availability of back-up staff if staff should leave.
- 8.10 Licenses and/or Certifications: Proposer shall include copies of any licenses and/or certifications that are required to perform any of the services required by the RFP.
- 8.11 Exceptions: Proposers must note any exceptions to the Request for Proposal or acknowledge their concurrence with Request for Proposal in its entirety. If Contractor cannot perform services as identified, please identify, and provide recommendations for said services.
- 8.12 Special/Unique Qualifications: Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the Proposer and/or any member of its team, which make it uniquely capable to provide services. Special firm and/or individual expertise is to be included.

- 8.13 **Financial Statements:** **If requested**, provide the last three years of financial statements audited by a certified public accountant which shall include balance sheets and income statements and/or a comprehensive Dun & Bradstreet financial report.
- 8.14 **Innovative Ideas and Value-Added Considerations:** Although the County has provided a statement of needs and mandatory requirements for Proposers to meet in order to be selected for these services, it is not intended to limit Proposer's innovations or creativity in preparing a Proposal to accomplish these goals. Innovative ideas, new concepts, and partnership arrangement will be considered. Please provide with your Proposal any additional services that your Company can provide at no additional cost to the County.

Please Note: The County Reserves the sole right to reject any proposal received that is not in the required format.

EXHIBIT A - EVALUATION MATRIX

Proposal for CYF Resource Parent Recruiter Services

The Proposals will be evaluated based on, but not limited to, the criteria submitted and the completeness, clarity, and content of the Proposal.

It is the County's intent to award a contract to the Proposer offering services and experience that represents the best overall value to the County.

Proposal Evaluation Procedures – The County may arrange demonstrations and/or conference calls with the Respondents. The purpose shall be for the clarification of any aspect of the Proposal that is deemed to have material bearing on arriving at a fair determination of which Proposal offers the best overall value. In addition, any Proposer may be invited to submit a “best and final offer” if such seems appropriate based upon this solicitation.

A Proposer's submission of a Proposal constitutes their acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation

Assessment Topic	Description of Criteria	Weight %
Description and Experience of the Individual/Organization	The provider will be evaluated on their experience providing services across the human services systems, working with resource families and experience in the foster care system. This shall include the provider's justification that they are the best candidate.	10
Program Description	The proposed program/service will be evaluated on how clear, organized, concise and well-written the description of the program is. The description shall address minimally the needs identified in the RFP.	30
Engagement Strategies	The proposed program/service will be assessed on the description of recruitment strategies, including social media and digital strategies, that will be used to engage potential resource parent(s). This should include how the provider will engage non-English speaking families.	30

Staff	The proposed program/service will be evaluated based on the proposed individual/staff qualifications and experience necessary to meet the needs of the RFP. Larger providers (beyond an individual) will need to describe how they will recruit, train, support, and retain staff on an ongoing basis.	20
Budget/Narrative	The proposed budget and narrative will be evaluated on completion according to instructions and whether it is realistic to operate the proposed service. The narrative will be expected to adequately explain all line items in the budget.	10
Total Points		100

The County reserves the right to consider all relevant and reasonable information relating to the evaluation criteria listed, which may or may not be explicitly stated in the Required Capabilities description, when selecting the successful Proposer.

EXHIBIT B - SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
(ISSUE DATE)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ABC Insurance Agency 123 Main Street Anywhere, USA 00000 (810) 123-4567		CONTACT NAME: BROKER INFO PHONE (A/C, No, ext): FAX (A/C, No): E-MAIL: ADDRESS: BROKER INFO
			INSURER(S) AFFORDING COVERAGE
INSURED	[NAME OF VENDOR/CONTRACTOR] [ADDRESS OF VENDOR/CONTRACTOR]		INSURER #1: XYZ Insurance Company
			INSURER #2: YZ Insurance Company
			INSURER #3: ZY Insurance Company
			INSURER #4: ABC Insurance Company
			INSURER #5:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	MOD RGD	SOGR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PER-ACCIDENT ☐ LOC ☐ OTHER:	Y	Y	[INPUT POLICY NUMBER]	[XX/XX/2025]	[XX/XX/2026]	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMMOD AGG \$2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRE/RENTED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	[INPUT POLICY NUMBER]	[XX/XX/2025]	[XX/XX/2026]	COMBINED SINGLE LIMIT (Per occurrence) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	[INPUT POLICY NUMBER]	[XX/XX/2025]	[XX/XX/2026]	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	☒ WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	[INPUT POLICY NUMBER]	[XX/XX/2025]	[XX/XX/2026]	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Computer Crime Coverage	Y	Y	[INPUT POLICY NUMBER]	[XX/XX/2026]	[XX/XX/2026]	LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Chester, its elected officials, employees and agents as additional insured with regard to General Liability, Automobile Liability and Umbrella Liability as respects all works and operations, ongoing and completed, performed for them by the Named Insured. The General Liability, Automobile Liability and Umbrella Liability coverage is provided on a Primary and Non-Contributory basis. All policies identified in the Agreement shall include a Waiver of Subrogation in favor of Certificate Holder, to the extent permitted by law.

CERTIFICATE HOLDER

CANCELLATION

County of Chester
313 West Market Street, Suite 4402
West Chester, PA 19382

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[signature of authorized broker/insurance company representative]

ACORD 25 (2018/05)

ATTACHMENT A- QUESTIONNAIRE for APPLICANTS

Please respond to each of the following statements fully and submit as part of your response to this Request for Proposals.

1. Describe your foster care or related experience including any lived experience.
2. Describe the consultation services you plan to provide based on the Scope of Work, including all services to be provided and topics covered. Identify any previous services provided to the Department in the recent past.
3. Provide a detailed description of the marketing plan, both traditional and digital media, and specific methods to engage diverse communities.
4. Describe the credentials of the staff including qualifications, experience, certifications, and education.
5. Describe in 250 words or less why you/your organization would be the best candidate to provide resource family recruitment services in Chester County as described in this Request for Proposals.
6. Submit a budget for services to include any charges for services beyond the services listed above, and any additional items that may be charged to the Department outside the listed expectations.

SAMPLE AGREEMENT

CHESTER COUNTY CONTRACT for SERVICES

AGREEMENT made this _____ day of __, by and between the County of Chester,
County Department (Address and Phone Number) County Contract ID#: -

DEPARTMENT OF CHILDREN, YOUTH AND
FAMILIES

601 Westtown Road, Suite 310

P.O. Box 2747

West Chester PA 19380-0990

(hereinafter referred to County) and

Provider of Service (Address and Phone Number)

_____ (hereinafter referred to Provider),

Services (s):

Agreement Period: Beginning -
Ending -

Maximum Contract Amount: \$

WITNESS

COUNTY proposes to use the services of Consultant and Consultant agrees to provide such services under and subject to the following terms and conditions:

1.0 Scope of Services:

Consultant shall provide _____ as an independent Consultant and not as a County employee for any purpose. Consultant will diligently and conscientiously devote his/her time and attention and best efforts to render services as indicated.

Consultant will perform such contracted services as described in **Attachment A** to this Agreement consisting of _____, including any addenda thereto.

2.0 Documents in order of Precedence:

2.1 This Agreement.

2.2 Chester County RFP for _____ dated _____
Addendum 1 dated _____; Addendum 2 dated _____.

2.3 The accepted Best and Final Offer, if any

2.4 Proposal submitted by _____ dated _____.

- 2.5 Where a conflict exists between the RFP and the Consultant's Proposal, the Vendor shall provide the higher quality or quantity of Services except as specifically addressed in this Agreement. Where a conflict exists between these General Conditions and RFP or the Vendor's Proposal, the terms of these General Conditions shall prevail.

3.0 Term of Agreement:

The term of this Agreement shall begin _____ and continue through _____. The County reserves the sole right to extend this Agreement based upon the availability of funds and as deemed proper and/or necessary in the best interest of the County. Extension of this Agreement shall be transmitted by written Amendment to this Agreement with signature of an authorized official of the Consultant and signature of County.

- 4.0 Termination for Convenience:** The County reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Consultant. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Consultant shall be compensated for Services satisfactorily performed in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County for such Services, but in no event shall Consultant be entitled to recover lost or expected profit or termination expenses.

5.0 Termination for Cause:

- 5.1 In the event that either the Consultant or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.
- 5.2 In the event of such notice of breach, and a failure to cure same, all finished or unfinished documents, dates of studies and reports prepared by Consultant shall at the option of the County become its property and Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents through the date of termination.
- 5.3 Notwithstanding the above, Consultant shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Consultant. The County may withhold any payments to Consultant for the purpose of set off until such time as the exact amount of damage due the County from Consultant is determined.
- 5.4 In the event that a Consultant's agreement is terminated, whether for cause or through nonrenewal, and a new Consultant is awarded the agreement, the existing Consultant must participate in a plan of transition as developed by County. This plan may include a gradual transfer of consumers to the new agency prior to the end of the existing Consultant's agreement period.
- 5.5 Existing Consultants are prohibited from communicating with consumers regarding changes in Consultant agencies. County will notify all consumers in writing regarding the change in service Consultant.
- 5.6 If this Agreement is only terminated by County in part, Consultant shall continue performance of this Agreement to the extent not terminated, provided, however, that said continuation by Consultant shall take place only after County's evaluation of any and all surrounding circumstances.

5.7 After the effective date of any termination by County and except as otherwise stated by County, Consultant shall:

- Stop work under this Agreement to the extent specified in such termination notice.
- Place no further orders and/or agreements for materials, services and/or facilities except as may be necessary for completion of any such portion of work under this Agreement that is not subject to termination.
- Terminate any and all orders and/or contracted work to the extent that relates to the performance of any work terminated.
- Settle any and all outstanding liabilities and any and all claims arising out of any such termination of orders and/or agreements, to the extent County may require, and/or upon County's written approval of any such settlement.
- Return to County any and all funds received not expended for any services and/or materials pursuant to this Agreement.

5.8 The remedies set forth above shall be cumulative and shall be in addition to any and all other rights and remedies otherwise available to the County at law or in equity.

5.9 If, during the term of this Agreement, Consultant shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Consultant shall give the County written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Consultant.

5.10 If the County terminates this Agreement for cause, in whole or in part, the County may acquire, correct, or replace Services similar to those terminated, by contract or otherwise, and the Consultant shall reimburse the County for any costs incurred by the County thereby, or an equitable reduction to the Consultant's compensation shall be made.

6.0 **Remedies:**

The County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by Consultant.

7.0 **Method of Payment:** The County agrees to pay Consultant a not to exceed amount of _____ for services. Fees not to exceed those specified in the attachment for performance of the services requested and rendered to the satisfaction of the County. Payments shall be made promptly following receipt of correct invoice(s) submitted and subject to County approval of satisfactory performance of the work required under this Agreement. The County assumes no liability for any payment request older than six (6) months from the delivery or completion of work. No additional payments shall be made for out-of-pocket expenses. Invoices shall be submitted to County of Chester, Department of Children Youth and Families, 601 Westtown Road, Suite 310, P.O. Box 2747, West Chester, PA 19382 and must reference the Chester County Contract I.D. # associated with the Contract.

Consultant acknowledges that Internal Revenue Service (IRS) regulations may require that County withhold Social Security, Medicare, or other taxes from payments due Consultant. Such withholding shall not constitute a default under this Agreement. Consultant shall not be entitled to receive any "employee" benefits from County including, for example, pension or health insurance.

8.0 **Discrimination:**

Consultant shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.

9.0 Record Maintenance:

Consultant agrees to maintain records relating to the performance of the services hereunder as required by County. Such records shall be open for inspection to County and to such agents of County as are designated during reasonable business hours.

10.0 Federal and State Audit Requirements:

Consultant must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 et seq; 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the state or federal government.

- (A) If the Consultant is a local government or non-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Consultant is required to have an audit made in accordance with the provisions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
- (B) If the Consultant is a for-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Consultant is required to have a program-specific audit made in accordance with the provisions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and in accordance with the laws and regulations governing the programs in which it participates.
- (C) If the Consultant expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these audit requirements but is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal and state agencies or their designees.
- (D) In the event an audit is required, the Consultant is responsible for obtaining the required audit and securing the services of a certified public accountant or other independent governmental auditor. The audit shall be completed, and the report submitted to the County no later than 90 days after the close of the agreement period.
- (E) In the event that an audit is performed that is not mandated by applicable federal laws or regulations, Consultant shall not charge its costs of the audit to federal funding streams.
- (F) Consultant shall maintain adequate and sufficiently detailed records of all the services provided pursuant to this Agreement to permit an evaluation of finances and performance, which records shall be open at all reasonable times for inspection by the County, federal, state and county agencies or their authorized representatives. The County and any competent federal, state or county agency or their authorized representatives shall have the right to inspect, audit and copy Consultant's records during normal business hours. The County shall provide fourteen (14) days' notice to Consultant in the event of such an audit.
- (G) The County shall advise Consultant of any discrepancies in adherence to this Agreement. Consultant upon receipt of such notification hereby agrees to promptly correct any discrepancies to the satisfaction of the County.
- (H) Consultant shall maintain and make available such books, records and documents related to this Agreement for four (4) years from the termination of this Agreement, or

until all disputes have been resolved to the satisfaction of the County or by final decision or judgment, or as otherwise required by applicable federal or state laws and regulations, whichever is greater.

11.0 Prohibition Against Assignment:

Consultant shall not assign, subcontract, or other transfer any portion of services covered by this Agreement without prior written consent of the County. In the event prior written notification is received and approved by the County for the subcontracting of services by someone other than the Consultant, the Consultant agrees to accept full responsibility for the performance of all terms of this Agreement regardless of any other approved subcontracting agreements.

12.0 Hold Harmless:

Consultant agrees to indemnify, defend and hold County harmless from and against all claims, losses, expenses (including reasonable attorney's fees), demands or judgments ("Claims") which result or arise out of the negligent or willful misconduct of Consultant or its officers, agents, servants, subconsultants or employees under this Agreement for personal injury or property damage as well as for any employment, tax, withholding, discrimination or other employment related claims concerning Consultant's employees or subconsultants.

13.0 Default/Resolution:

If the Consultant or County defaults in its performance under the terms and conditions of the Agreement, the defaulting party shall be notified promptly in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this Agreement will be terminated. Consultant agrees, if found to be unacceptable by the County, to replace any individual upon reasonable request of County Project Manager. The County has the sole right to accept or reject any individual assigned by Consultant.

14.0 Workers' Compensation Immunity/Act:

Consultants hereby expressly waive any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the County. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. @481(b)] of said act. Consultant accepts, in so far as the work covered by any such contract is concerned, the provisions of the Workers' Compensation Act and any reenactments, supplements or amendments thereto.

15.0 Insurance:

Consultant agrees, if it is a corporation or employer, to carry Workers' Compensation and Unemployment Compensation per statutory requirements. If motor vehicle travel is associated with performance, Consultant agrees that it carries and will continue to carry Automobile Liability insurance. An original certificate of insurance, showing Automobile Liability, Workers' Compensation, General Liability and Professional Liability insurance coverage (if applicable to the work) made out to the County of Chester, will be submitted by Consultant to County along with this signed Agreement.

Insurance requirements are as follows:

Commercial General Liability: Occurrence form (ISO 10/01 or equivalent)

Each policy and Certificate of Insurance shall contain an endorsement naming the County of Chester as an Additional Insured. If Additional Insured language is not shown, contract will not be processed.

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence
(Any restrictive endorsements must be included)

Workers' Compensation & Employer's Liability:

PA Statutory Coverage
Employers Liability - Statutory Limits

Automobile Liability (Business): (only if contract involves transportation of persons or goods)

Covering "Any" Automobile used in connection with contract.
\$1,000,000 Combined Single Limit

Professional Errors and Omissions Liability: (only if contract involves performance of a recognized professional service)

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Medical Malpractice Insurance: (only if contract involves performance of a member of the medical profession. Those in the medical professions must also provide evidence of participation in the Cat. Fund in the amounts shown below)

\$ 300,000 Each Occurrence
\$ 900,000 Aggregate Policy shall contain no retroactive date.

Medical Professional Liability Catastrophe Loss Fund

\$ 900,000 Each Occurrence
\$2,700,000 Aggregate

Claims-made basis acceptable for *Professional Errors and Omissions*, and *Medical*.

If coverage on insurance policy is due to expire before the end of the contract period, it is the responsibility of the vendor to provide an updated Certificate of Insurance to the County prior to the expiration date. If coverage should expire prior to completion date shown on contract, the County reserves the right to withhold payment(s) until updated Certificate is provided.

16.0 HIPAA Compliance:

Consultant warrants and represents that it will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with respect to the processing, privacy, and security of medical and/or health information and related documentation/ records in connection with the Consultant's provision of services as set forth under this Agreement, whether as a "covered entity" or as "business associate" of the County. Consultant understands that it assumes all responsibility for its own compliance with HIPAA. Consultant 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 Consultant's compliance or non-compliance with respect to HIPAA.

17.0 PA Older Adult Protective Services Act:

Consultant agrees to comply with the PA Older Adult Protective Services Act as amended by Act 13 of 1997 regarding immediate mandated reporting of an employee or an administrator who has reasonable cause to suspect that a consumer, in the age of 18 to 59 or 60+ populations, is a victim of abuse or neglect. Immediately make an oral report to the County's Elder Abuse Hotline at 1-800-564-7000.

18.0 PA Title 23 – Domestic Relations Chapter 63 – Child Protective Services:

Consultant agrees to comply with PA Title 23 – Domestic Relations Chapter 63 – Child Protective Services as it relates to the immediate mandated reporting by an employee or an administrator who has reasonable cause to suspect that a child, up to and thru, age 17 is a victim of abuse or neglect. The Childline Hotline is 1-800-932-0313.

19.0 Confidentiality:

Consultant agrees that all information disclosed by the County to Consultant shall be held in confidence and used only in performance under this Agreement. Consultant shall exercise the same standard of care to protect such information as used to protect its own proprietary or trade secret information.

Consultant agrees that all individuals diagnosed, counseled, treated, or placed, or receiving any services defined in this Agreement, or former recipients of such services, shall be secure in the confidentiality of their names, identities, records, and the general information contained in their files except as disclosure is permitted by applicable laws and regulations and policies of the County, or by informed written consent signed by the individual or his/her legal representative, as required, or by court order.

Consultant shall, to ensure confidentiality of individual information, make provisions for security of records and protection of individual privacy as required by applicable laws or regulations. Provider shall require that all subconsultants adhere to the applicable confidentiality laws and regulations and policies of the County.

20.0 Independent Consultant:

Consultant certifies that he is totally independent of any company or Consultant that may perform work for the County regarding this contract and that Consultant will not receive any remuneration or commission of any kind from any such vendor as a result of Consultant's performance under this Agreement.

21.0 Conflict of Interest:

Consultant will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by County to Consultant, (allowing Consultant a reasonable opportunity to respond) where same is not corrected by Consultant within a reasonable time period after notice.

22.0 Ownership of Documents:

County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence or other pertinent data and information gathered by, developed, or computed by Consultant under this Agreement.

23.0 Public Official and Employees Ethics Act:

Consultant certifies that to the best of its knowledge, no County official or employee has a vested interest, financial or otherwise, in this Agreement. Consultant agrees to comply in all respects with the Public Official and Employees Ethics Act (65 P.S. Section 1101 et seq.).

24.0 Notice:

Notices under this Agreement shall be directed to:

For Consultant:

For County:

DEPARTMENT OF CHILDREN YOUTH AND FAMILIES
601 Westtown Road, Suite 310
P.O. Box 2747
West Chester PA 19380-0990

25.0 Solicitation:

Consultant and County both agree not to solicit, hire, contract with or engage the employment or services of any employee or former employee of Consultant or County during the period of and for one year after the termination of the Agreement without written approval. Consultant and County agree that such approval will not be unreasonably withheld.

26.0 Changes/Modifications:

This Agreement contains the full understanding of the parties. Any modifications to be effected are to be in writing signed by the parties.

27.0 Compliance with Law:

The Consultant shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Agreement. It shall be Consultant's duty to be knowledgeable about all relevant and prevailing laws.

28.0 **Right-To-Know Law:** A). The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract. B). Unless the Consultant provides the County, in writing, with the name and contact information of another person, the agency shall notify the Consultant using the Consultant information provided by the Consultant herein if the agency needs the Consultant's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Consultant shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change. C). Upon notification from the County or the Right to Know Requestor that the County requires the Consultant's assistance in responding to a RTKL request for records in the Consultant's possession, the Consultant shall provide the County, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Consultant's possession which arises out of the Contract that the County requests ("Requested Information") in order to comply with the RTKL. If the Consultant fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Consultant shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur as a result of the Consultant's failure, including any statutory damages assessed against the County. D). The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Consultant agrees not to challenge the County's decision to deem the Requested Information a Public Record. If the Consultant 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 Consultant will immediately notify the County, and will provide a written statement signed by a representative of the Consultant explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Consultant's written statement, the County still decides to provide the Requested Information, Consultant will not challenge or in any way hold the County liable for such a decision. E). The County will not reimburse the Consultant for any costs associated with complying with this provision. F). Consultant 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 Consultant 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. Consultant's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Consultant has Requested Information in its possession.

29.0 **Laws of the Commonwealth:**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall lie within Chester County and the Commonwealth of Pennsylvania.

30.0 **Program Fraud and False or Fraudulent Statements or Related Acts:**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

31.0 **No Obligation by Federal Government:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

32.0 Suspension and Debarment:

- (A) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (B) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (E) The Consultant must sign the certification included with this Agreement.

33.0 Byrd Anti-Lobbying Amendment:

During the term of this Agreement and any extensions thereof, the Consultant shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. The Consultant must sign the certification included with this Agreement.

34.0 Equal Opportunity Employment:

During the performance of this contract, the Consultant agrees as follows:

- (A) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (B) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (C) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (D) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (E) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (F) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (G) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (H) The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means

of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

35.0 Procurement of Recovered Materials: Solid Waste Disposal Act:

During the term of this Agreement and any extensions thereof, the Consultant shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

- (A) In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- (B) Information about this requirement, along with the list of EPA-designated items, is

available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (C) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

36.0 **Contract Work Hours and Safety Standards Act:**

During the term of this Agreement and any extensions thereof, the Consultant shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).

- (A) Overtime requirements. No Consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (B) Violation. Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (C) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (D) Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (a) through (b) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (a) through (b) of this section.

37.0 **Clean Air Act:**

- (A) During the term of this Agreement and any extensions thereof, the Consultant shall at all times comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to

assure notification to the Federal Funding Agency, and the appropriate Environmental Protection Agency Regional Office.

- (C) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

38.0 Federal Water Pollution Control Act (Clean Water Act):

- (A) During the term of this Agreement and any extensions thereof, the Consultant shall at all times comply with all applicable provisions, standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (B) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Funding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (C) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

IN WITNESS WHEREOF, the parties have entered their duly authorized signatures below on the date first set forth above.

CONSULTANT:

COUNTY OF CHESTER:

Signature of Authorized Official

Chair, County Commissioners

Typed Name & Title of Authorized
Official

Commissioner

Commissioner

Witness for Consultant:

Witness for County:

Signature

Chief Clerk

SUSPENSION and DEBARMENT CERTIFICATION FORM

The Consultant certifies that neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; or
4. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
5. The Consultant is “Actively” registered with SAMS (Service for Award Management) and has been assigned the following UEI Number _____.

The Consultant further certifies that it shall not knowingly enter into any transaction with any subconsultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Signature of Consultant’s Authorized Official

Name and Title of Consultant’s Authorized Official

Date

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

Appendix C - Payment Schedule and Provisions

Resource Recruiter Parent Services

FY 2026-2027 and FY 2027-2028

The County agrees to pay and Provider agrees to render services in connection with requirements as set forth in Appendix “A”. Work Statement, during the term of this agreement and in accordance with the approved budget for the service provisions identified within the Work Statement.

Payment Schedule

The County may respond, withhold or revise any payment for noncompliance by the Provider with the terms and provisions of this Agreement.

The Provider shall submit one invoice, in a format approved by the County, to the County within fifteen (15) business days after the close of the month being reported. Back-up documentation must be submitted with the invoice, as directed by the County. Purchases of equipment in excess of \$1,000 must be accompanied by three price quotations, and an inventory list of all purchased equipment in excess of \$300 for the contract period must be submitted with the final contract invoice. Incomplete monthly billing submissions will not be considered for payment. An approved invoice (Appendix ‘C’) is attached and is available in an electronic format. If the Provider fails to comply with these requirements, the County may suspend payments on invoices until such time as the Provider properly submits the required forms.

The county reserves the right to adjust the budget at its discretion, without amending the contract, by notifying the Provider.

The Provider agrees to submit the last invoice within fifteen (15) days after the end of the Contract term or cancellation of the contract. Invoices submitted after the aforesaid fifteen (15) days are not eligible for payment. The postmark shall establish the date of submittal. Invoices ineligible for payment are not compensable even if the audit shows that expenditures were incurred.

Any duplication of payment requests for services rendered under this contract may result in termination of the Agreement and/or litigation, at the discretion of the County. **The County reserves the right to adjust the rate at its discretion, without amending the contract, by notifying the Provider.**

The County shall have the right to amend invoices previously submitted by the Provider, and the County may adjust payment to the Contract accordingly. The County shall have the right to amend the budget and invoice line items at its discretion.

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

Appendix C-1 - Monthly Invoice – Cost Reimbursed
Resource Parent Recruiter Services
FY 2026-2027 and FY 2027-2028

Provider: _____

Contract I.D. Number: _____

Invoice #: _____

Month/Year: _____

	Annual Budget	Monthly Invoice	YTD Actual Expenses	Budget Remaining
Total Personnel				-
Direct Operating				
Supplies				-
Travel (Mileage/Parking)				-
Communication				-
Other Direct Office				-
Other (Program, Etc.)				-
Fixed Assets				-
Total Direct Expenses	-	-	-	-
Total Indirect Expenses	-	-	-	-
TOTAL Program Expenses	-	-	-	-

Monthly Invoice - Fee for Service Resource Parent Recruiter Services

FY 2026-2027 and FY 2027-2028

Provider: _____

Contract I.D. Number: _____

Invoice Number: _____

Month/Year: _____

ONE FACE-TO-FACE UNIT = ONE
15 MINUTE PERIOD

ONE TRAVEL UNIT = ONE
15 MINUTE PERIOD

FTF UNIT RATE @	NON FTF UNIT RATE @	TRAVEL UNIT RATE @
\$0.00	\$0.00	\$0.00

CASE MANAGER NAME	CLIENT NUMBER OR NAME	SERVICE DATE(S)	# UNITS	# UNITS	# UNITS	TOTAL BILLING
----------------------	--------------------------	-----------------	---------	---------	---------	---------------

						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-

TOTAL MONTHLY

q	q	q	-
---	---	---	---

BILLING TOTAL YEAR-

--	--	--	--

TO-DATE BILLING

Appendix C-2 - Fee for Service Unit Grid

(Based on a 15 Minute Unit of Service)

Activity completed and billed as a 15-minute unit of service must have taken a minimum of eight (8) minutes to complete. Any activity that takes seven (7) minutes or less is not billable for any program that is funded on a fee for service basis. This includes any type of billing, such as face- to-face, non-face-to-face, or travel. Below is a table showing minutes and the allowable units of service based on a fifteen-minute unit of service:

Minutes	Minutes/Hours	Equals	Billable Unit(s) of Service
0-7	0 – 7 Min.	=	0
8-22	8 – 22 Min.	=	1
23-37	23 – 37 Min.	=	2
38-52	38 – 52 Min.	=	3
53-67	53 Min. – 1 Hr. 7 Min.	=	4
68-82	1 Hr. 8 Min. – 1 Hr. 22 Min.	=	5
83-97	1 Hr. 23 Min. – 1 Hr. 37 Min.	=	6
98-112	1 Hr. 38 Min. – 1 Hr. 52 Min.	=	7
113-127	1 Hr. 53 Min. – 2 Hrs. 07 Min.	=	8
128-142	2 Hrs. 8 Min. – 2 Hrs. 22 Min.	=	9
143-157	2 Hrs. 23 Min. – 2 Hrs. 37 Min.	=	10
158-172	2 Hrs. 38 Min. – 2 Hrs. 52 Min.	=	11
173-187	2 Hrs. 53 Min. – 3 Hrs. 7 Min.	=	12
188-202	3 Hrs. 8 Min. – 3 Hrs. 22 Min.	=	13
203-217	3 Hrs. 23 Min. – 3 Hrs. 37 Min.	=	14
218-232	3 Hrs. 38 Min. – 3 Hrs. 52 Min.	=	15
233-247	3 Hrs. 53 Min. – 4 Hrs. 7 Min.	=	16

Appendix E - Monthly Report

Resource Family Coordinator

Department of Children, Youth and Families Resource Home Recruitment
(month/year)

Provider: _____

Total # of Hours Worked This Month: _____

Indicator		Month	Year to Date
Number of presentations made this month and year to date (estimated total audience in parentheses)			
Number of new locations posting/using the foster home recruitment materials this month and year to date			
Number of community events had table at this month and year to date (estimate total traffic at table in parentheses)			
Number of mailings/bulletin inserts/etc. completed this month (estimate total recipients in parentheses)			
Number of social media postings made this month and year to date (total followers/likes in parentheses)			
Number of F2F Units (15 minute increments)			
Number of Non F2F Units (15 minute increments)			
Number of Travel Units (15 minute increments)			

Daily Log of Efforts

Activity/Event Name	Date	Start Time	End Time	Total Units/15-Minute increments	Type of Unit (F2F, Non-F2F, Travel)	Race/Ethnicity Audience Mix (Indicate approximate ethnicity mix of audience)
						White % _____ Black % _____ Hispanic % _____ Other % _____
						White % _____ Black % _____ Hispanic % _____ Other % _____
						White % _____ Black % _____ Hispanic % _____ Other % _____
						White % _____ Black % _____ Hispanic % _____ Other % _____
						White % _____ Black % _____ Hispanic % _____ Other % _____
						White % _____ Black % _____ Hispanic % _____ Other % _____

									White %	Black %	Hispanic %	Other %
									White %	Black %	Hispanic %	Other %
									White %	Black %	Hispanic %	Other %
									White %	Black %	Hispanic %	Other %

Report Approved by: _____ **Date:** _____

Please e-mail your completed report to (CYF Liaison) at (_____)@chesco.org no later than the 15th of the month following the end of the month being reported.

Appendix E-1 - Monthly Report Instructions

Resource Parent Recruiter Services FY 2026-2027 and FY 2027-2028

Instructions:

Please type or print legibly. Please indicate which month and year the report covers.

Resource Family Recruiter Data

- **Number of presentations made this month and year to date (estimated total audience in parentheses) – self explanatory**
- **Number of new locations posting/using the foster home recruitment materials this month and year to date – do not count repeat visits to previous locations**
- **Number of community events had table at this month and year to date (estimate total traffic at table in parentheses) – self explanatory**
- **Number of mailings/bulletin inserts/etc. completed this month (estimate total recipients in parentheses)**
- **Number of social media postings made this month and year to date (total followers/likes in parentheses) – self explanatory**
- **Number of Face-to-Face (F2F) Units** – Enter the total number of face-to-face units meeting with others or engaging in activities for the month and year to date. These activities will be tracked using fifteen (15) minute units of service.
- **Number of Non-Face-to-Face Units** – Enter the total number of non-face-to-face units of services provided for the month and year to date. These activities will be tracked using fifteen (15) minute units of service.
- **Number of Travel Units** – Enter the total number of travel units recorded for all enrolled youth for this month and year to date. This will include travel to and from families' homes, to meetings, to providers, etc. (Please note that travel with the active participant should be billed as face-to-face units.) Travel will be tracked using fifteen (15) minute units.

Daily Log of Efforts Data

- **Date** – Enter the date for the activity described
- **Start time** – Enter the start time of the activity hh:mm am/pm
- **End time** – Enter the end time of the activity hh:mm am/pm
- **Total Units/15-Minute increments** – convert the time indicated into units of service utilizing 15-minute increments

- **Type of Activity (F2F, Non-F2F, Travel)** – Enter either “F2F”, “NF2F” or “Travel” depending on the type of activity conducted. Track travel to and from locations on their own line, separately; do not combine with other activity.
- **Activity Description** – Enter a very brief description of the activity attended/conducted

SIGNATURE PAGE

Proposal for Resource Parent Recruiter

The undersigned, being a duly authorized officer of the Contractor listed below, does hereby present this proposal for **Resource Parent Recruiter** under the terms specified in the County of Chester's Request for Proposal, and had ascertained the accuracy of the Proposal before submitting it to the County.

The undersigned further certifies the following:

The Proposal has been developed independent of all other Proposers and has been submitted without collusion, agreement, understanding or any other course of action designed to limit competition with any other Contractor which provides or could provide the services described in the Request for Proposal.

The Contractor has the resources and experience necessary for full performance of all requirements as stated in the Request for Proposal.

Respectfully

Submitted:

(Signature of Authorized Officer)

(Title)

Contractor's Name: _____

Contract
Person/Title: _____

Official Address: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

Check One: Individual: _____ Partnership: _____ Corporation: _____

Acknowledgement of Receipt of Addenda: The Contractor hereby acknowledges receipt of the following Addenda that has been made part of this Request for Proposal:

Number

Dated

Initials of Contractor

_____	_____	_____
_____	_____	_____
_____	_____	_____

This Form Must Accompany Your Formal Proposal

COST PROPOSAL

Proposal for Resource Parent Recruiter

Proposers are to complete the excel forms provided for their budgetary response.

Please include these completed forms with your proposal submission.

SUBCONTRACTORS

Proposal for Resource Parent Recruiter

Proposers that intend to utilize Subcontractors to perform work and/or provide services shall provide the following information with regard to that Subcontractor:

☐ NONE (Check this box if Subcontractors **will not** be used)

1. Name: _____ Phone: _____

Address: _____

Type of Work/Services: _____

2. Name: _____ Phone: _____

Address: _____

Type of Work/Services: _____

3. Name: _____ Phone: _____

Address: _____

Type of Work/Services: _____

REFERENCE PAGE FOR CONTRACTOR

Proposal for Resource Parent Recruiter

All Proposers must submit the names of at least three current contracts for which they are providing Service comparable to what is specified herein:

1. Company Name: _____
Address: _____

Contact Person: _____
Phone Number: _____
Email: _____
Brief Description
of Services: _____
Effective Date of
Current Contract: _____
2. Company Name: _____
Address: _____

Contact Person: _____
Phone Number: _____
Email: _____
Brief Description
of Services: _____
Effective Date of
Current Contract: _____

3. Company Name: _____
Address: _____

Contact Person: _____
Phone Number: _____
Email: _____
Brief Description
of Services: _____
Effective Date of
Current Contract: _____

4. Company Name: _____
Address: _____

Contact Person: _____
Phone Number: _____
Email: _____
Brief Description
of Services: _____
Effective Date of
Current Contract: _____

AFFIDAVIT OF EMPLOYEE CRIMINAL HISTORY

The undersigned Proposer hereby certifies that the information provided below is accurate.

Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

- _____ 1. None of the Proposer's Corporate Officers, Owners, Partners, Employees, Agents for individuals that will be working on this contract have been convicted of a misdemeanor, felony or have criminal action pending.
- _____ 2. The following Proposer's Corporate Officers, Owners, Partners, Employees, Agents, or individuals that will be working on this contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required.

Previous Names Used Title/Duties Performed

1. _____
Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties Performed

2. _____
Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties Performed

3. _____
Legal Name Driver's License Number (Attach copy)

Attach a supplemental sheet if needed and have the additional sheet notarized.

It is the successful Proposer's responsibility to notify the County during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have action pending. Verbal notification is required within 24 hours and written notification is required within three (3) working days.

The notice shall include name and the position title of the employee and duties performed.

EMPLOYEE CRIMINAL HISTORY AFFIDAVIT, PAGE 2

Proposer's Signature

Company Name

(Print Name)

(Address)

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 2026,

by _____

as _____
(Title)

of _____ known to me to be the person described herein, or who produced
_____ as identifications.

NOTARY PUBLIC:

(Print Name)

(Signature) My commission expires: _____

JOINT PURCHASE WITH MUNICIPALITIES AND OTHER ENTITIES

Proposal for Resource Parent Recruiter

In accordance with the provisions of Act of July 12, 1972, No. 180, P.L. 762, as amended, of the Commonwealth of Pennsylvania, the County of Chester has adopted a resolution which permits participating municipalities to purchase off contracts for goods, materials or equipment entered into by the County. The County has also enacted an Ordinance in accordance with the provisions of the Act of December 19, 1996, P.O. 1158, No. 177, Section I which authorizes joint purchases with private or parochial schools and human services agencies (such as member libraries of the Chester County Library System) on contracts which the County has awarded for its own purposes. Contractors understand and agree to the following:

- The purchase requirements of the participating municipalities, schools, or non-profit human services agencies (referred to hereafter as “participating entities”) are not included in the quantities shown in the proposal package.
- Participating entities are to be offered the same prices, terms, and conditions as those contained in any agreement between the County and the successful Contractor resulting from this proposal, including direct delivery to their facility.
- Participating entities will be responsible for placing and payment of their orders directly with the successful Contractor.
- The County of Chester will not be responsible in any way for any order placed by a participating entity.
- All members of the Southeastern Pennsylvania Counties Cooperative Purchasing Board and other participating entities are to be offered the same prices, term, and conditions as those contained in any agreement between the County and the successful Contractor resulting from this proposal, including direct delivery to their facility.

Please indicate your acceptance or non-acceptance below:

____ I will offer this purchase contract in accordance with the Intergovernmental Agreement Act, as amended, or the Commonwealth of Pennsylvania until the earlier of the contract termination date (if applicable), or ____.

____ I will not offer this purchase contract in accordance with the Intergovernmental Agreement Act, as amended of the Commonwealth of Pennsylvania.

PA CHILD PROTECTIVE SERVICES COMPLIANCE VERIFICATION FORM

Proposal for Resource Parent Recruiter

Date: _____

Business or Organization Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contractor: _____ Subcontractor: _____ (Check one)

Contract/Bid/Project Number: _____

Project Description: _____

Project Location: _____

As a contractor/subcontractor for the above referenced County of Chester project, I hereby acknowledge that performance of this job may cause me or my employees to have direct contact with children.

Furthermore, I affirm that our company will comply with Pennsylvania's Child Protective Services Law regarding clearance requirements (23 Pa.C.S.A. §6344) for all employees who will work on this job.

This includes, but is not limited to, obtaining the following clearances for every employee who will enter County of Chester property to work on this project:

- Pennsylvania Child Abuse History Clearance (Childline)
- Federal Bureau of Investigation (FBI) Criminal History Record
- Report of criminal history from the Pennsylvania State Police

These clearances must be obtained prior to the employee beginning work on this project unless the requirements for provisional employment have been met pursuant to 23 Pa.C.S.A. §6344(m). Should staffing requirements change during the course of performance of the job, the requisite clearances shall be obtained for any new personnel before they can begin employment. These clearances must be renewed every 60 months.

The County of Chester reserves the right to request and inspect, at any time, the clearances for any employee that has worked on the project, is working on the project, or will be working on the project. Should our company fail to provide clearances for that employee, that employee must immediately cease work until clearances are obtained.

I acknowledge that failure to comply with the provisions of the Child Protective Services Law may result in criminal action against our company. In addition, a violation will constitute breach of contract, and the contract may be terminated by the County of Chester.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

- A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:
1. Construction Workplace Misclassification Act
 2. Employment of Minors Child Labor Act
 3. Minimum Wage Act
 4. Prevailing Wage Act
 5. Equal Pay Law
 6. Employer to Pay Employment Medical Examination Fee Act
 7. Seasonal Farm Labor Act
 8. Wage Payment and Collection Law
 9. Industrial Homework Law
 10. Construction Industry Employee Verification Act
 11. Act 102: Prohibition on Excessive Overtime in Healthcare
 12. Apprenticeship and Training Act
 13. Inspection of Employment Records Law
- B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

Signature	Date
Name (Printed)	
Title of Certifying Official (Printed)	
Contractor/Grantee Name (Printed)	

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate ("Agreement") is effective this ____ day _____ 2026, by and between the County of Chester with its administrative offices located at 313 W Market St., West Chester, Pennsylvania, 19380 ("hereinafter "the County") and _____ with its principal office located at _____ (hereinafter "the Contractor" and/or "Business Associate").

Both the County and Business Associate acknowledge by execution of this document that they will abide by all applicable federal and state laws and regulations governing the privacy, confidentiality, and security of patient health information, including but not limited to the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Insurance Technology for Economic and Clinical Health Act ("HITECH Act"), as well as the regulations promulgated under the Acts (collectively, the "HIPAA Rules"); and applicable state and local statutes and regulations.

In addition, Business Associate agrees to sustain knowledge of its obligations under the HIPAA Rules, and to abide by any new privacy and security requirements enacted and to be enacted by the Department of Health and Human Services ("HHS") and/or the Substance Abuse and Mental Health Services Administration ("SAMHSA"). Business Associate acknowledges that it is directly subject to HIPAA and can be held directly accountable for any HIPAA violations committed by it or any of its agents, employees or subcontractors.

I. DEFINITIONS

a. General Definitions.

- i. Unless the context clearly indicates otherwise, the following terms in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, Limited Data Set, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.
- ii. A reference in this Agreement to the "Privacy Rule" means the HIPAA Privacy Rule, in conformity with the regulations at 45 CFR Parts 160-164 (the "HIPAA Privacy Rule") as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

b. Specific Definitions.

- i. Business Associate shall generally have the same meaning as the term "business associate" at 45 CFR §160.103, and for purposes of this Agreement shall mean the Contractor.
- ii. Covered Entity shall generally have the same meaning as the term "covered entity" at 45 CFR §160.103 and for purposes of this Agreement shall mean the County.
- iii. Individual shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- iv. Protected Health Information (PHI) and Electronic Protected Health Information (ePHI) shall have the same meanings as those terms are defined in 45 CFR §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the County in connection with the Business Associate's performance of this

agreement. Unless expressly stated otherwise, references to and use of the term “PHI” throughout this Agreement shall also include ePHI.

- v. Unsecured Protected Health Information shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance, or as otherwise defined in section 13402(h) of the HITECH Act.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. General Responsibilities.

- i. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.
- ii. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate further agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any ePHI that it creates, receives, maintains, or transmits for or on behalf of the County pursuant to this Agreement and in accordance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR Part 164 and any other implementing regulations issued by HHS. Business Associate agrees to fully comply with the responsibilities of Business Associates as set forth in section 13401 and 13404 of the HITECH Act. Business Associate will document and keep these safeguards current.
- iii. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement’s requirements or that would otherwise cause a Breach of Unsecured PHI.
- iv. Business Associate shall be directly responsible for full compliance with HIPAA Rules to the same extent that the County is responsible for compliance with such Rules. Business Associate acknowledges that it is subject to civil and criminal penalties for violations of such provisions in the same manner as if the County violated such provisions.
- v. Business Associate agrees to resist any efforts in judicial proceedings to obtain access to the PHI.
- vi. Business Associate will report to the County any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of Unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- vii. If Business Associate conducts in whole or part Standard Transactions for or on behalf of the County, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162.

b. Permitted Uses and Disclosures.

- i. Except as otherwise limited by this Agreement, Business Associate is permitted or required to use or disclose PHI it creates or receives for or from the County only as follows:

1. Functions and Activities on the County's Behalf. Business Associate is permitted to use PHI it creates or receives for or from the County for the exclusive and limited purpose of fulfilling its obligations under any underlying service agreements (collectively, "Service Agreement") between the parties to perform certain services as described in the Service Agreement ("Services") and as otherwise permitted under the HIPAA Rules.
2. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from the County as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
 - a. The disclosure is required by law; or
 - b. Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will disclose such PHI that the person or organization will
 - i. Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - ii. Notify Business Associate (who will in turn promptly notify the County) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
- c. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose PHI it creates or receives for or from the County or from another Business Associate of the County, except as required by law, permitted or required by this Agreement or as otherwise permitted in writing by the County. Business Associate shall not use or further disclose PHI in a matter that had the County done so, would violate the requirements of HIPAA.
- d. **Sub-Contractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by the County to disclose any of the PHI Business Associate creates or receives for or from the County, to provide reasonable assurance, evidenced by written contract, that subcontractor or agent will comply with the same privacy and security obligations as Business Associate with respect to such PHI, including but not limited to the development, implementation, maintenance and use of appropriate administrative, technical and physical safeguards as outlined above. Business Associate shall inform its subcontractors and agents of their responsibility under the HIPAA Rules and of the potential that they can be held accountable for any improper use or disclosure.

III. PROTECTED HEALTH INFORMATION ACCESS, AMENDMENT AND DISCLOSURE ACCOUNTING.

- a. **Access.** Business Associate will promptly upon the County's request make available to the County or, at the County's or the patient's direction, to the patient (or the patient's personal representative) for inspection and obtaining copies any PHI about the patient which Business Associate created or received for or from the County and that is in Business Associate's custody or control, so that the County may meet its access obligations under the HIPAA Rules. If the information is maintained through electronic health records, the patient has the right to request access to the electronic health record.

- b. **Amendment.** Business Associate will, upon receipt of notice from the County, promptly amend or permit the County access to amend any portion of the PHI which Business Associate created or received for or from the County, so that the County may meet its amendment obligations under the HIPAA Rules.
- c. **Disclosure Accounting.** So that the County may meet its disclosure accounting obligations under 45 CFR § 164.528:
- d. **Disclosure Tracking.** Business Associate shall maintain a record of each disclosure made to the County or any third party, not excepted from disclosure accounting under this Section.
 - i. The record created and maintained by Business Associate shall contain, at minimum, the following information for each disclosure: (a) Date of disclosure, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure (items (a)-(d), collectively, the “disclosure information”).
 - ii. For repetitive disclosures Business Associate makes to the same person or entity (including the County) for a single purpose, Business Associate may, in the alternative, record (a) the disclosure information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures and (c) the date of the last of these repetitive disclosures.
 - iii. Business Associate will make this disclosure information available to the County promptly upon the County’s request.
 - iv. **Exceptions from Disclosure Tracking.** Business Associate need not record or otherwise account for disclosures of PHI required to be made (i) for the purpose of the County’s treatment activities, payment activities or healthcare operations; (ii) to the patient who is the subject of the PHI being disclosed, or to that patient’s personal representative; (iii) to persons involved in the patient’s healthcare or payment for healthcare; (iv) for notification for disaster relief purposes; or (vi) to law enforcement officials, only as permitted under the HIPAA Rules.
 - v. **Disclosure Tracking Time Periods.** Business Associate shall preserve and maintain its disclosure logs and records required under this Section for a period of 6 years.
- e. **Inspection of Books and Records.** Business Associate will make its internal practices, books, and records, relating to its use and disclosure of the PHI it creates or receives for or from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with the HIPAA Rules or this Agreement.

IV. BREACH OF PRIVACY OBLIGATIONS.

- a. **Reporting.** Business Associate will report to the County any use or disclosure of PHI not permitted by this Agreement. Business Associate will make the report to the County not more than 24 hours after Business Associate learns of such non-permitted or violating use or disclosure. Business Associate’s report will at least:
 - i. Identify the nature of the non-permitted or violating use or disclosure;
 - ii. Identify the PHI used or disclosed;
 - iii. Identify who made the non-permitted or violating use or received the non-permitted or violating disclosure;

- iv. Identify what corrective action Business Associate took or will take to prevent further non-permitted or violating uses or disclosures;
- v. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure; and
- vi. Provide such other information, including a written report, as the County may reasonably request; and
- vii. Any other requirements set forth in HITECH.
- viii. Pursuant to the requirements of HITECH, Business Associate shall also inform the individual whose PHI was disclosed as well as HHS of the disclosure without unreasonable delay but in no more than 60 days. In the event the violating use or disclosure presents a threat of imminent misuse notification shall be made immediately by telephone to the County

V. TERMINATION OF AGREEMENT.

- a. **Term of Agreement.** This Agreement shall be effective as the Effective Date and shall remain in effect until the Service Agreement is terminated or expires.
- b. **Right to Terminate for Breach.** The County may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement. the County may exercise this right to terminate this Agreement by providing Business Associate written notice of termination, stating the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in the County notice of termination.
- c. **Obligations upon Termination.**
 - i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of this Agreement, Business Associate will, if feasible, return to the County or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from the County, including all copies of and any data or compilations derived from and allowing identification of any patient who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Business Associate will identify any PHI that Business Associate created or received for or from the County that cannot feasibly be returned to the County or destroyed, and will limit its further use or disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible. Within such 30 days, Business Associate will certify under oath in writing to the County that such return or destruction has been completed, will deliver to the County the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.
 - ii. Continuing Privacy Obligation. Business Associate's obligation to protect the privacy of the PHI it created or received for or from the County will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.

VI. INDEMNIFICATION.

- a. Business Associate will indemnify and hold harmless the County and any the County elected official, officer, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, agent, person or entity under Business Associate's control.
- b. **Right to Tender or Undertake Defense.** If the County is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, agent, person or entity under Business Associate's control, the County will have the option at any time either (i) to tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants and other appropriate professionals to represent the County's interests at Business Associate's expense, or (ii) undertake its own defense, choosing the attorneys, consultants and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals.
- c. **Right to Control Resolution.** In the event the County seeks indemnification under Section VI(A), it shall inform Business Associate of a claim as soon as reasonably practicable after it receives notice of the claim. the County will have the right to participate in, but not control, the defense of any and all claims, causes of actions, liabilities or damages against it, notwithstanding that the County may have tendered its defense to Business Associate. Business Associate shall not have the right to bind the County to a settlement agreement, without the prior written consent of the County, which consent shall not be unreasonably withheld.

VII. GENERAL PROVISIONS.

- a. **Amendment to Agreement.** Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Agreement shall automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.
- b. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- c. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- d. **Survival.** The obligations of Business Associate shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the County and Business Associate, through its duly authorized representatives and intending to be legally bound, have executed this Agreement.

BUSINESS ASSOCIATE

Signature of Authorized Official

Typed Name & Title of Authorized Official

Witness for Provider

Signature

COUNTY OF CHESTER

Chair, County Commissioners

Commissioner

Commissioner

Witness for County

Chief Clerk