



**REQUEST FOR PROPOSAL
#26-019
CONSULTANT - PHYSICIAN
COUNTY of LANCASTER, PA**

AUGUST 20, 2026

**Due Date / Time: Tuesday, September 29, 2026, no later than 11:00 AM, EST
Opening Date / Time: September 29, 2026, 11:00 AM, EST**

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1.0 Introduction

The County of Lancaster, Pennsylvania is seeking bids for a Request for Proposal for Providing Services as a Consultant Physician for Consumers for the Lancaster County Office of Aging. Base contract will be for a period of two (2) years and seven (7) months with an option to extend the contract for two (2) additional periods of one (1) year each.

2.0 Background

The County of Lancaster, Pennsylvania, on behalf of the Lancaster County Office of Aging is looking for a vendor to provide Services as a Consultant Physician.

3.0 Scope of Work

3.1 PROFESSIONAL QUALIFICATIONS

The consulting physician must be an MD or DO who is currently licensed to practice medicine in Pennsylvania.

3.2 DUTIES – CONSULTANT-PHYSICIAN:

3.2.1 Act as a Lancaster County Office of Aging physician consultant.

3.2.2 Perform competency evaluations for older adults referred by the **AREA AGENCY**. Must be able to travel to locations throughout Lancaster County. The physician consultant will be joined by an agency worker at the location of the older adult, i.e., the consumer's home, nursing home, hospital, etc. Upon completion of the assessment a written report will be completed.

3.2.3 Submit a comprehensive competency evaluation of the consumer's functioning abilities and level of competency to the **AREA AGENCY** within two weeks of the assessment date.

3.2.4 Provide expert testimony in protective service hearings based on the physician consultant's competency evaluation or disagreements regarding medical diagnosis, prognosis, level of care, locus of care, etc.

3.2.5 Explain medical procedures and associated risks to **AREA AGENCY** for persons for whom **AREA AGENCY** is acting as emergency guardian or another similar situation. Render an opinion to the **AREA AGENCY** as to the advisability of medical procedures for the above.

3.2.6 Act as an expert consultant to the Protective Service Unit in investigating cases of abuse and/or neglect. (This may include an opinion concerning the age and possible cause of bruises, wounds, and injuries.)

3.2.7 Offer periodic in-service training on identified medical conditions and situations.

3.2.8 Offer medical expertise at internal and external meetings for various **AREA AGENCY** programs where the consulting physician's input and presence would further resolve an issue and/or would be useful and appropriate. (These must be scheduled and agreed to by the consulting physician.)

3.3 **UNIT COST AND BILLABLE SERVICE UNIT DEFINITIONS**

3.3.1 The physician consultant may bill **AREA AGENCY** at the contracted rates for the following service:

3.3.1.1 CONSULTATION - Psychiatric evaluations (Physician and/or Registered Nurse), competency evaluations, completion of competency evaluation reports, medical testimony in court hearings, staff training, participation in team/consumer related meetings, or medical services rendered at the **AREA AGENCY** or any other mutually agreed upon location apart from the physician consultant's place of business, with a minimum billable increment of one quarter (¼) of an hour.

3.3.1.2 TRAVEL TIME - To and from court appearances, home visits, **AREA AGENCY** appointments, with a minimum billable increment of one quarter (¼) of an hour.

3.4 **OTHER SPECIAL CONSIDERATIONS**

Services must be provided consistently with the appropriate provisions of the following: Older Adult Protective Service Act, Options Policy & Procedure Manual and subsequent revisions.
on.

3.5 **CONSUMER CONTRIBUTIONS**

PROVIDER understands and agrees that employees of the **PROVIDER** are prohibited from accepting donations for services from consumers of the **AREA AGENCY**. **PROVIDER** further understands and agrees that employees of the **PROVIDER** are prohibited from accepting any gifts, monetary or otherwise, from consumers of the **AREA AGENCY**. Employees who solicit or accept gifts of any kind will not be permitted to work with consumers under this contract.

AREA AGENCY will be the recipient agency for all consumer contributions received from consumers. The **PROVIDER** will not be permitted to accept any donations from consumers. **AREA AGENCY** will instruct consumers in regard to making contributions for services.

3.6 **INVOICING REQUIREMENTS**

3.6.1 Physician consultant shall submit an original invoice and one copy of the invoice for each calendar month in which services were provided, but not more frequently than once a month.

3.6.2 Invoices must be submitted by the 10th calendar day following the last day of the month in which services were rendered and to the following address:

Lancaster County Office of Aging
150 North Queen Street - Suite 415
Lancaster, PA 17603
Attn: Fiscal Officer

3.6.3 The invoice format to be used is the INVOICE FORMAT (UNIT RATE) as displayed in the example below, or a similar format as approved by **AREA AGENCY**. Electronic submission of invoices is encouraged in either MS Word or Excel format.

3.7 **MONITORING**

At least annual audits will be conducted to review any or all records (electronic or physical files) relating to services provided under the contract. Such records may include employee files, timesheets, participant care plans, service records, invoices, tax documents, and payment records sufficient to confirm an audit trail to verify services rendered in the amount scope and duration authorized by **AREA AGENCY**. Whenever possible advance notice will be given for routine annual audits. **AREA AGENCY** reserves the right to inspect records at any time during vendor's business hours with little or no notice if needed to investigate a concern.

INVOICE FORMAT (UNIT RATE)
Invoices Due by 10th of the Month

Provider's Name _____

Mailing Address _____

Remit Payment to: _____
(if different than above address)

Invoice No. _____

Date _____

Email Invoice to: JaneKeuper@lanastercountypa.gov and NKearns@lanastercountypa.gov

Mailing Address: Lancaster County Office of Aging
Fiscal Unit
150 North Queen Street – Suite 415
Lancaster, PA. 17603

For the Month of _____

DATE OF SERVICE	SERVICE DESCRIPTION	CONSUMER NAME	TOTAL UNITS	RATE	TOTAL COST

Invoice Total \$ _____

Signature: _____

Title: _____

4.0 Current Contract Pricing

The last awarded bid results can be accessed through the Public Purchase website, <http://www.publicpurchase.com/>. Once logged into Public Purchase, click on the "Home" Tab. Once there, you will find two links below the "Home" link: "Select Region" and "Select Agency." First, click the "Select Region" link and select one of the options from the list (In this case, choose "Pennsylvania"). After selecting the Region, click the "Select Agency" link and select one agency from the list (in this case, select "County of Lancaster"). After selecting the Agency, the Agency Page will be displayed. On the Agency Page, two links can be found at the left-hand side of the screen: "Open Bids" and "Closed Bids." Click the "Closed Bids" link to see the list of the closed bids of that agency. You can look up the last bid using the current bid name or by using last bid number which was **20-007**. Just be sure to change the "closed in the" drop down box to "all" before clicking the search button. If you need further assistance, please utilize the chat button in the upper left-hand corner of your screen.

5.0 Projected Timetable

The Projected timetable for this RFP is as follows, the County reserves the right to change or extend any of these dates as needed:

Issue Request for Proposals	August 20, 2026
Pre-proposal conference	September 10, 2026-10:00 AM
Deadline for receipt of written questions	September 16, 2026, 12:00 PM
Addendum issued (if applicable)	September 18, 2026
Deadline to receive Proposals	September 29, 2026, 11:00 AM

6.0 Contracted Company's Responsibilities

- 6.1 The Company shall perform all services as specified in the RFP, Contract, any addenda thereto, and agreed upon information provided in the Proposal.
- 6.2 The Company shall provide and assign only individuals who have appropriate skills and experience in providing Consultant Physician Services. The Company must also ensure individuals do not have a criminal record.
- 6.3 The Company shall perform all services in strict compliance with all Federal, State and Local laws, regulations, ordinances, and directives as they may pertain to said services.

7.0 County Responsibilities

- 7.1 Provide a designee to be the point of contact for all questions and/or request by the Contractor.
- 7.2 Provide all necessary documents for completion of work by the vendor.

8.0 County Rights and Authority

- 8.1 The County shall retain the right to inspect and review the Contractor's performance under this contract and to initiate any action, within the terms of the contract, that it deems necessary to assure Contractor compliance.
- 8.2 The County will review and approve, prior to any implementation, all recommended changes proposed by the Contractor.
- 8.3 The County shall have the right, without invalidating the Contract, to make additions to or deductions from the work covered by the Contract and in case such deductions or additions are made, an equitable

adjustment of the addition to or deduction in cost and/or delivery, including extension of the Contract performance period, may be made between the Commissioners and the Contractor, but must be agreed to in writing. Additions, deductions, and changes within the general scope of the Contract may be made by the County based on a mutually agreeable contract price and delivery of a performance/delivery schedule, within the general scope of this contract in any one or more of the following:

- 8.3.1 Description of services.
- 8.3.1 Time of performance of the services.
- 8.3.1 Place of performance of the services.
- 8.3.1 Method of shipment or packing of supplies.
- 8.3.1 Place of delivery.

9.0 Proposal Procedures

- 9.1 **A Pre-Proposal Conference will be held on Thursday, September 10, 2026, at 10:00 AM at 150 N. Queen Street – Suite 712 (Purchasing), Lancaster, PA 17603.**

- 9.2 Questions

- 9.2.1 Any proposer desiring an explanation, interpretation, or clarification must submit a written request via the Public Purchase website at <http://www.publicpurchase.com>. The County **WILL NOT BE RESPONSIBLE** for oral clarification.
- 9.2.2 Questions received after Wednesday, September 16, 2026, at 12:00 PM will not be answered prior to the proposal submission deadline.
- 9.2.3 All answers to questions will be posted on Public Purchase no later than Friday, September 18, 2026.

- 9.3 Proposal Submission

- 9.3.1 All proposals, ONE (1) complete proposal packet, inclusive of financial proposal, with original signatures and required documents marked as "ORIGINAL", ONE (1) bid packet, excluding financial proposal, marked as "COPY", One (1) financial proposal in a sealed envelope, marked as "COPY", and ONE (1) complete electronic copy of submission response packet, inclusive of the original RFP and a separate electronic financial proposal file, on a USB Flash Drive, should be delivered or mailed to the Purchasing Office, Lancaster County Government Center, 150 North Queen Street, Suite 712 Lancaster, PA 17603 to arrive no later than **11:00 A.M., Tuesday, September 29, 2026** at which time they will be opened. Proposals received after this time and date will not be considered.
- 9.3.2 Proposals must be clearly identified on the outside of the sealed package with the words "CONSULTANT PHYSICIAN (26-019)".
- 9.3.3 In the event that the Lancaster County Government Center, 150 North Queen Street, Lancaster, PA 17603 is closed on the day a proposal is due, the due date and time will be extended by one (1) business day at the same time as originally stated in the RFP documents. If the County facility at 150 North Queen Street is closed for multiple days, the deadline would be extended to the first day the facility reopens at the same time as originally stated in the RFP documents. If the Lancaster County Government Center has a delayed opening, the deadline for submission of proposal will be extended by the same number of hours of the delayed opening.
- 9.3.4 There will be **no** formal public opening of proposals. Therefore, proposals shall not be available for review. Information contained in the proposals will not be disclosed during the review process.
- 9.3.5 Proposals shall be submitted at no cost to the County and any proposal received shall remain the property of the County.
- 9.3.6 Proposers are encouraged to reply "comply", "comply with exceptions", "cannot comply" or "our alternative is..." to every requirement in this RFP.
- 9.3.7 The County reserves the sole right to waive technicalities contained in proposals.
- 9.3.8 The County reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals or parts thereof.

- 9.3.9 Any Respondent who has demonstrated poor performance during either a current or previous agreement may be considered as an unqualified source, and their proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.
- 9.3.10 Proposals submitted in response to this RFP must remain valid for a period of three hundred sixty-five (365) days from the proposal submission date.
- 9.3.11 The County of Lancaster reserves the right to investigate the qualifications of any proposer under consideration and require confirmation of information furnished by the proposer or require additional evidence of experience and qualification to provide the services or otherwise discharge the obligation required by this RFP.
- 9.3.12 Proposers electing to respond to this RFP are responsible for all costs incurred in the preparation and submission of proposals; demonstrations; interviews; preparations of responses to questions and request for additional information; for contract discussion; or for anything in any way related to this RFP. The County of Lancaster is not liable for any cost incurred by the proposer in response to this RFP and proposer (including all related parties) disclaims and voluntarily and knowingly waives any and all rights to reimbursement for any such cost.

9.4 Proposal Opening Procedures

The time for receiving proposals will be declared closed at the advertised time, by the Director of Purchasing or his/her designated representative, on the date said proposal opening is advertised to be held, at which time:

- 9.4.1 The Director of Purchasing, or his/her designated representative, will open and read aloud the name and address of the Respondent.
- 9.4.2 The Director of Purchasing, or his/her designated representative, will examine the submitted proposal documents for any informalities, errors, or omissions, such as, but not limited to, proposal signature page, proposal pricing form, non-collusion affidavit, notarization form, samples, or failure to properly execute and seal the said documents. The bidder may be given up to seventy-two (72) hours from the time of the proposal opening in which to provide such information to the County, at the County's sole discretion.
- 9.4.3 If a problem with the solicitation or specifications is discovered prior to the proposal opening, it is to be immediately discussed with the County Commissioners, or their designated representative, and if the problem cannot be resolved, the decision will be made to cancel and/or reschedule the proposal opening.
- 9.4.4 A proposal which is incomplete, or which contains irregularities of any kind, may, at the sole and absolute discretion of the County, be rejected as non-conforming.
- 9.4.5 The County has the right to waive any and all informalities.

9.5 Disclosure of Proposal Contents

- 9.5.1 All proposals/bids and other materials submitted become the property of the County and may be returned only at the County's option. Information contained in the proposals/bids will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" law public records are required to be open to reasonable inspection and reproduction. All proposal/bid information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter all proposals/bids will become public information; subject to inspection and reproduction in accordance with the PA Right to Know Law (Act 3 of 2008), unless otherwise exempt under the Act.

Notwithstanding any terms or conditions contained herein, Consultant/Vendor agrees to comply with all Local, State and Federal laws and regulations. Consultant/Vendor specifically agrees to produce all documents that may be subject to public disclosure pursuant to the Pennsylvania Right to Know Law.

Trade secrets and other proprietary data contained in a proposal may be held confidential if such data meets the definitions of confidential proprietary information and/or trade secrets under Section 102 of the Right to Know Law. Material considered confidential by the proposer must be clearly identified and the proposer must include a brief statement that sets out the reasons for the confidentiality and how this information meets the criteria of Section 102 of the law.

9.6 Ambiguity, Conflict or Other Errors in the RFP

9.6.1 Any ambiguity, conflict, discrepancy, omission, or other error discovered in this RFP must be reported immediately in writing to the County of Lancaster Director of Purchasing, submitted to the solicitation on the Public Purchase website and a request made for specific modifications or clarifications.

9.7 Requests for Clarification

9.7.1 Any requests by the County for clarification of proposals shall be answered in writing and such requests should not alter the proposer's pricing information contained in its cost proposal.

10.0 Selection Criteria – Criteria for Evaluation

10.1 Mandatory requirements include:

10.1.1 Compliance with RFP instructions.

10.2 The proposer will be selected based on their written proposal and any requested presentations. The County will assemble a committee for the purpose of evaluations. The Selection Committee will review all proposals and make their recommendations for selection.

10.3 Procedure - Submitted proposals will be reviewed by the Selection Committee. Proposers who are deemed, based on the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods of operation, and any other relevant factors.

10.4 At the conclusion of discussions, evaluation results will be submitted to the County Commissioners for consideration.

10.5 The Commissioners may request proposers participate in additional discussions regarding their proposals in order to make a decision on which proposer is offered a contract.

10.6 All pricing provisions contained in this contract, including any option to increase quantity or to extend the performance period if such option is exercised, will remain fixed throughout the contract period.

10.7 The County may select a Proposer on the basis of initial offers received, without discussion. Therefore, each initial proposal should contain the Proposer's best terms from a monetary and technical standpoint. The County reserves the right to enter into negotiations with a Proposer. If the County and the Proposer cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with another Proposer. This process will continue until an agreement acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

11.0 Acceptance, Rejection, or Disqualification of Bids/Proposals

11.1 The County will award contract(s) to the lowest responsible respondent(s), including full consideration of any alternates which may appear on the Bid/Proposal Form, meeting all terms, conditions, and specifications, whose response(s) is/are considered to be the most economical and in the County's best

interests. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all responses or parts thereof.

- 11.2 A response which is incomplete, obscure, conditioned, or which contains additions not called for, or irregularities of any kind, including alterations or erasures which are not initialed, may be rejected as non-conforming.
- 11.3 Any respondent who has demonstrated poor performance during either a current or previous agreement may be considered as an unqualified source, and their bid may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.
- 11.4 The County reserves the right to disqualify responses, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the respondents.

12.0 Method of Award

- 12.1 The award will be made to the proposer whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
- 12.2 The County reserves the right to award this contract not necessarily to the proposer with the lowest price, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP. The successful proposer will be chosen based on the qualifications and selection criteria discussed in the proposal.
- 12.3 The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. The successful proposer will perform all services indicated in the proposal in compliance with the negotiated contract.
- 12.4 The County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer. Proposers whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

13.0 Interview/Presentation

The County reserves the sole right, in the best interest of the County, upon review of proposals to:

- 13.1 Request and obtain additional information and/or clarification from prospective respondents.
- 13.2 Request and schedule respondent(s) to meet and schedule at a designated time, date, and County location for an interview and/or oral presentation.
- 13.3 If an interview or oral presentation is required, it will be scheduled by the Board.

14.0 Required Format and Contents of Proposal

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

Please Note: The County reserves the sole right to reject any proposal received that is not in the format required. All respondents must respond to the following items in the order listed below. Responses should be well thought out, thorough and concise. Clarity and brevity will be viewed favorably.

14.1 Cover Letter

A cover letter transmitting the proposal to the County on company letterhead, signed by an official authorized to contract for the firm. The letter must contain the following: Name, title, address, telephone number, and email address of the company's contact person for the proposal; a statement that the proposer understands and agrees with the scope of services and accepts all other requirements, terms, and conditions of the RFP; and identify all materials and enclosures being forwarded in response to the RFP.

14.2 Table of Contents

Provide a listing of all major topics, their associated section number, and starting page number.

14.3 Firm Description

Provide an overview of the Proposer. Include the location of the Proposer's headquarters and the location of the office that will serve the County. Include the following information: Address, Phone, Toll Free Phone, Fax, Email Address, Hours of Operation, Names of Management/Supervisory Staff Assigned to that Office.

14.4 Key Personnel

List the key personnel in the Proposer who will assume day-to-day responsibilities for managing this contract. Indicate the specific responsibilities of individuals to be assigned to this project and include brief, no longer than one-page, resumes for those individuals. All individuals assigned to the County must have at least demonstrated experience in disciplines as outlined above. No changes to assigned personnel during the term of the appointment will be permitted without the prior consent and written approval of the County.

14.5 General Disclosure

Over the past five years, have any principal members of the Proposer who will be assigned to the County account been involved with managing other municipal insurance and loss control programs? Please describe the relationship.

Have any principal members of the Proposer, over the past five years, been engaged in any business activities, which could be construed as a conflict of interest with respect to their involvement with this contract?

Have any principal members of the Proposer, over the past three (3) years, been named in any legal action(s), investigations or other actions which could materially affect the Proposer's ability to perform the duties listed in the Scope of Services?

14.6 Description of Services

Provide a detailed description of the specific services to be provided, including whether County employees are needed to participate and if so the extent at which their participation is needed, and the timing and length of this process.

14.7 Relevant Experience

All respondents are expected to be qualified with specific and/or relevant experience in (Consultant Physician) Services. As such, all proposals must include the qualifications and relevant experience of the respondent's personnel including, but not limited to, industry experience. Respondents must have a minimum of two (2) years' experience providing said services, or equivalent experience.

14.8 Employee/Volunteer Background Checks

14.8.1 The VENDOR, at its sole expense, shall obtain and submit a Pennsylvania State Police Criminal History Record to the COUNTY for all of its employees and volunteers. Said

documents must be provided for all current employees and volunteers and for all new employees and volunteers before they may provide services pursuant to this Agreement.

14.8.2 The VENDOR must obtain and submit a Pennsylvania State Police Criminal History Record for all existing volunteers and employees every five (5) years on the anniversary of this contract date. For future employees and volunteers hired after this Agreement is in place, the Vendor must submit initial clearances before the employee or volunteer begins work, and new clearances every five (5) years on the anniversary of the hire date of each employee or volunteer.

14.8.3 The VENDOR must follow the Older Adults Protective Services Act (OAPSA) and PA Code Title 28 requirements, as well as all relevant Aging Program Directives and the OPTIONS Policy and Procedure Manual for required background checks.

14.8.4 Child Abuse History Clearances (ChildLine Background Checks) are required for individuals working in a home/facility where children reside and/or are present.

14.9 Subcontractors

The respondent is to provide the names and addresses of all subcontractors that will be involved in this contract. (Permission must be received from LCOA prior to subcontracting.)

14.10 Conflict of Interest

For purposes of determining any possible conflict of interest, all Proposers must disclose if any County employee or the family member of a County employee, including member counties, is also an owner, corporate officer, or employee of their business. Indicate either "yes" (A County, or member county, employee or family member is also associated with your business), or "none". If yes, give person(s) name(s) and position(s) with your business, and a description of the person's position, and state whether or not the person has a position of authority and/or will be involved with the contract on a daily/monthly basis. The cover letter shall include the following statement:

"Proposer by virtue of submitting this proposal acknowledges that the following County, or member county, employee(s) or the family member of a County, or member county, employee(s) is (are) also an owner, corporate officer, or employee of the Proposer's business(s)."

Yes _____ Name(s) and Position(s) _____

Yes _____ Name(s) and Position(s) _____

Yes _____ Name(s) and Position(s) _____

None _____

14.11 References

Required from new providers only, complete the Reference Form included (pages 92-73) listing at least **three (3)** current references for which services were provided that are similar in size and scope to this Request for Proposal.

14.12 Current Contracts

Required from new providers only, provide a list of contracts you have engaged in within the last **three (3)** years.

14.13 Financial Statement

Describe the Proposer's current financial condition and submit your most recent, **audited financial statement**. This is a requirement of the RFP. RFP Responses submitted without the Proposer's most

recent audited financial statement may not be considered for award. If Proposer is unable to provide an audited financial statement, Proposer shall request an exemption and state the reason for the request.

14.14 Debarment/Tax Liabilities

- 14.14.1 For the purpose of these provisions, the term VENDOR is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, provider, or subcontractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the COUNTY, or with a person under contract, subcontract, grant, or subgrant with the COUNTY or its state-affiliated entities, and state-related institutions. The term VENDOR may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the COUNTY.
- 14.14.2 The VENDOR must submit to the obligations specified in Appendix C, Section 7, 1. CONTRACTOR Responsibilities regarding suspensions and/or debarment by the Commonwealth. The VENDOR must certify, in writing, for itself and all its subgrantees, that as of the date of its execution of any Commonwealth contract, that neither the VENDOR, nor subcontractor, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the VENDOR cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made,
- 14.14.3 The VENDOR must submit to the obligation specified in Appendix C, Section 7, 2. CONTRACTOR Responsibilities tax liabilities or other Commonwealth obligations. The VENDOR must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- 14.14.4 The VENDOR agrees to notify COUNTY pursuant to the terms of Appendix C, Section 7, 3, reporting requirements. The VENDOR's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the VENDOR shall have an obligation to inform the contracting agency if at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subgrantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 14.14.5 The VENDOR agrees to the terms of Appendix C, Section 7, 4. Failure of Vendor to notify COUNTY of debarment or suspension. The failure of the VENDOR to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
- 14.14.6 The VENDOR agrees to reimburse the Commonwealth pursuant to Appendix C, Section 7, 5, investigative costs. The VENDOR agrees to reimburse the COUNTY and COMMONWEALTH for the reasonable costs of investigations incurred by the Office of the State Inspector General for investigations of the VENDOR's compliance with the terms of this or any other agreement between the VENDOR and the COUNTY, which results in the suspension or debarments of the VENDOR. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The VENDOR shall not be responsible for investigative costs for investigations that do not result in the VENDOR's suspension or debarment.
- 14.14.7 VENDOR is required to screen their employees and contractors, both individuals and entities, to determine if they have been excluded from participation in Medicare, Medicaid or any other federal health care program. VENDOR will immediately notify COUNTY of any discovered exclusion of an employee or contractor, either an individual or entity.

- 14.14.8 All employees, VENDORS, contractors, service providers, and referral sources should be screened for exclusion before employing and/or contracting with them and, if hired, should be rescreened on an ongoing monthly basis to capture exclusions and reinstatements that have occurred since the last search.
- 14.14.9 VENDOR will develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of more recent update; and periodically conduct self-audits to determine compliance with this requirement.
- 14.14.10 Any Vendor being paid with Medical Assistance or SCHIP dollars shall adhere to the following:
- 14.14.10.1 Develop policies and procedures for screening of all employees and contractors (both individuals and entities), at time of hire or contracting; and, thereafter, on an ongoing monthly basis to determine if they have been excluded from participation in federal health care programs.
- 14.14.10.2 VENDOR will use the following databases to determine exclusion status:
- Pennsylvania Medichcek List:** a data base maintained by the Pennsylvania Department of Human Services (“DHS”) that identifies providers, individuals, and other entities that are precluded from participation in Pennsylvania’s MA Program:
<https://www.dhs.pa.gov/about/Fraud-And-Abuse/Pages/Medichcek-List.aspx>
Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database. If an individual’s resume indicates that he/she has worked in another state, providers should also check that state’s individual list.
- List of Excluded Individuals/Entities (LEIE):** database maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. An individual or entity included on the LEIE is ineligible to participate, either directly or indirectly, in the MA Program. Although the DHS makes best efforts to include on the Medichcek List all federally excluded individuals/entities that practice in Pennsylvania, providers must also use the LEIE to ensure that the individual/entity is eligible to participate in the MA Program: <http://oig.hhs.gov/exclusions/index.asp>
The link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.
- Excluded Parties List System (EPLS):** worldwide database maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits: <https://www.sam.gov/>
Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.
- 14.14.10.3 VENDOR shall immediately self-report any discovered exclusion of an employee or contractor, either an individual or an entity, to the Bureau of Program Integrity either:

Via e-mail through the MA Provider Compliance form at the following link:

<http://www.dpw.state.pa.us/learnaboutdpw/fraudandabuse/maprovidercompliancehotlineresponseform/index.htm>

By U.S. mail at the following address:

Department of Human Services
Office of Administration
Bureau of Program Integrity
Commonwealth of Pennsylvania
P.O. Box 2675
Harrisburg, PA 17105-2675

By fax at:

1-717-772-4655 or 1-717-772-4638.

- 14.14.10.4 VENDOR shall copy the County on any notice given to the Bureau of Program Integrity in the manner and at the address provided for giving notices to the County in this Agreement.
- 14.14.10.5 VENDOR shall develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of most recent update.
- 14.14.10.6 VENDOR shall periodically conduct self-audits to determine compliance with this requirement.
- 14.14.10.7 VENDOR shall provide evidence of compliance with these requirements to the County within ten (10) days following a request by the County.
- 14.14.10.8 The VENDOR may obtain a current list of suspended and debarred Commonwealth providers by accessing:

<https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index>

or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: 717-783-6472
Fax No: 717-787-9138

- 14.14.10.9 It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

14.15 Cost

Provide your cost proposal detailing the Proposer's fee structure. Please include whether or not you will accept a credit card to pay the invoices issued for this contract. If so, would there be a price deduction? Discounts for accepting payment by credit card will not be considered in the evaluation of offers.

Respondent will accept payment by Procurement Card for services provided under this contract:

YES _____

NO _____

If yes to the above, the % discount off the purchase price will be _____%.

14.16 Additional Items/Services Offered:

Any additional item(s) or services that the Proposer can provide at no additional cost to the County.

15.0 Consultant - Physician Services Agreement

- 15.1 The successful Bidder agrees to sign the below Consultant - Physician that incorporates the terms and conditions specified in this RFP and provide the required Certificate of Insurance. The County reserves the right to change, add and/or delete terms as determined to be in its best interest.
- 15.2 The successful Bidder understands that no rate increase will be granted by Lancaster County Office of Aging during the base period of the agreement.
- 15.3 The agreement shall be presented to the Lancaster County Board of Commissioners for consideration and/or approval. Upon the Board of Commissioners' approval and signature, one original agreement shall be forwarded to the successful Bidder.

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CONSULTANT – PHYSICIAN SERVICES

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the COUNTY OF LANCASTER on behalf of the OFFICE OF AGING (hereinafter "the COUNTY") a 2A class county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and _____ (hereinafter "CONTRACTOR") whose principal address is _____.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES: CONTRACTOR agrees to provide Consultant - Physician Services at the request of the COUNTY (hereinafter, "Services"), including but not limited to those described in Paragraph 3 on the August 20, 2026, Request for Proposal.
2. CLAIMS AGAINST THE COUNTY: The provisions of this Agreement shall be construed in accordance with the provision of the Laws of the Commonwealth of Pennsylvania. All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement or any part thereof or any breach of contract arising thereunder may be referred by the CONTRACTOR to the Board of Claims pursuant to 62 Pa.C.S. §1721 et seq. This shall be the exclusive remedy for the CONTRACTOR to resolve such questions and disputes if the CONTRACTOR and the Department are unable to resolve them between themselves. Settlement of disputes under this provision must be prior to the final payment to the CONTRACTOR.
3. SECURITY: To better secure each agency's network and computing infrastructure, all server and desktop platforms must be kept up-to-date with service packs, security patches and antivirus updates. Failure to keep these assets updated can result in the agency being denied access to Commonwealth network resources until such time as the machine(s) have been cleaned or updated. HIPPA related information should always be properly secured and encrypted.
4. COMPENSATION: The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Proposal. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.

The successful Bidder understands that no rate increase will be granted by Lancaster County Office of Aging during the base period of the agreement.

5. REPRESENTATIONS: CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc. This includes the terms set forth in Appendix C, Section 2, titled **CONFIDENTIALITY**. Specifically, no information about a client, or information obtained from a client, shall be disclosed by the CONTRACTOR in a form that identifies the client without the informed and express written consent of the client or of his or her legal representative, unless disclosure is required by court order or for other program monitoring by authorized federal, state or local monitoring agencies. Lists of older persons compiled for information and referral purposes shall be used solely for the purpose of providing services, and only with the informed and express written consent of each individual on the list. The CONTRACTOR must comply with all appropriate Federal and State laws and regulations.
 - b. The CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. See Appendix C, Section 4, titled **LIABILITY AND INSURANCE**.
 - d. CONTRACTOR its agents, employees, directors, and officers shall not be covered by the COUNTY'S

workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damages to the CONTRACTOR.

- e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT pursuant to the terms set forth in Appendix C, Section 20, titled **ASSIGNABILITY**. Specifically, the CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the Department or COUNTY thereto, which shall be attached to the original Agreement, and subject to such conditions and provisions as the Department or COUNTY may deem necessary. No such approval by the Department or COUNTY of any assignment shall be deemed in any event or in any manner to provide for the incurrence or obligation of the Department or COUNTY in addition to the total agreed-upon price: PROVIDED, however, that claims for compensation due or to become due the CONTRACTOR from the Commonwealth under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly in writing to the COUNTY and Department.
 - f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
 - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable request of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide actuarial services.
6. TERM OF AGREEMENT: This AGREEMENT shall remain in effect for two (2) years, seven (7) months commencing December 1, 2026, and terminating June 30, 2029. Either party may terminate this AGREEMENT by giving the other party thirty days' written notice.

The term of this Agreement shall be for a one (2) year (7) month base period commencing on December 1, 2026, and continuing through June 30, 2029. The COUNTY, at its sole option, may extend this AGREEMENT for an additional two (2) one (1) year periods if all terms and conditions are mutually agreed upon by both parties at least ninety (90) days prior to the end of the current AGREEMENT term. The COUNTY reserves the right to negotiate and change terms and conditions as necessary in the best interest of the COUNTY.

7. OPTION TO EXTEND PERFORMANCE PERIOD: The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than one-year (365 days), provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Proposal Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
8. INCORPORATION OF PROPOSAL, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION: CONTRACTOR agrees to comply with the terms and conditions set forth in its proposal, the RFP and any addenda thereto, and any negotiated additions or changes to the received proposal, all of which are

incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:

1. The AGREEMENT.
 2. The County Request for Proposal (RFP) and any addenda thereto.
 3. VENDOR's proposal submission and any subsequent correspondence.
- a. This document and all of the above referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, 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 addendum, which shall be attached to and become part of this AGREEMENT.
 - c. 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 this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon ten (10) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The 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, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
9. **LIABILITY AND OTHER INSURANCE:** CONTRACTOR, at CONTRACTOR sole cost and expense, shall maintain: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies with a minimum A- rating by A.M. Best, legally qualified to issue such insurance in the Commonwealth of Pennsylvania, and shall be maintained continuously in full force and effect.

Minimum Liability Insurance requirements:

General Liability:	\$2,000,000 General Aggregate	
	\$2,000,000 Products Completed Operations Aggregate	
	\$1,000,000 Personal & Advertising Injury	
	\$1,000,000 Each Occurrence	
	\$5,000 Medical Expense (any one person)	
Auto Liability:	\$1,000,000 Combined Single Limit	
Workers' Compensation:	Statutory	
Employers Liability:	Bodily Injury By Accident	\$500,000.00 Each Accident
	Bodily Injury by Disease	\$500,000.00 Each Employee
	Bodily Injury by Disease	\$500,000.00 Policy Limit
Umbrella Liability:	\$1,000,000 each Occurrence / \$1,000,000 Aggregate	
Cyber insurance:	[as appropriate] min \$1,000,000	

Professional Liability: min \$1,000,000
[as appropriate i.e. legal, engineer, medical, software]

10. **GENERAL REQUIREMENTS FOR INSURANCE:** Except as otherwise approved by COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:
- a. the form, amount and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to COUNTY's approval;
 - b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to COUNTY and to any other party designated by COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon COUNTY's request;
 - c. at least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage a sixty (60) days' notice of such action shall be sent via certified mail to the COUNTY;
 - d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.
 - e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability; General Liability and Umbrella insurance shall be written on an "occurrence" form and shall name the COUNTY as Additional Insured on a primary and non-contributory basis. Where applicable, policies shall include a Waiver of Subrogation in favor of the COUNTY.
 - f. The requirements described above are also applicable to any and all other employees or subcontractors hired by the CONTRACTOR to perform work under this contract.
 - g. **Indemnification Language** - To the fullest extent permitted by law, CONTRACTOR ("indemnitor") hereby agrees to defend, indemnify and hold harmless COUNTY ("indemnitee") and its officers, directors, agents, consultants and employees of and from any and all liability, damages, costs, suits, fees and judgments arising or resulting from bodily injury (including death) or property damage, including loss of use of property damage resulting there from, but only to the extent caused in whole or in part by the negligent acts or omissions of the CONTRACTOR, Subcontractor, or any of the Subcontractor's subcontractors, suppliers, manufacturers, or other persons or entities for whose acts the Subcontractor may be liable. The obligation to indemnify under this paragraph also extends to any and all claims of injury, loss and/or damages by or to CONTRACTOR's ("indemnitor's") own employees, and indemnitor does hereby waive any and all rights, immunities, and protections from civil liability it might otherwise have in this respect under any workers' compensation act, disability benefit act or other employee benefit act.
13. **HOLD HARMLESS CLAUSE:** Please see Appendix C Section 5 **DEPARTMENT HELD HARMLESS**. Specifically, the CONTRACTOR shall hold the Department and COUNTY harmless from and indemnify the Department and COUNTY against any and all claims, demands and actions based upon or arising out of any activities performed by the CONTRACTOR and its employees and agents under this AGREEMENT and shall, at the request of the Department and/or COUNTY, defend any and all actions brought against the Department and/or COUNTY based upon any such claims or demands.
14. **INTEGRITY PROVISION:** It is essential that those who seek contract with the Commonwealth of Pennsylvania (Commonwealth) or the County of Lancaster (County) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, CONTRACTOR agrees to the following:

- 1. CONTRACTOR shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other

applicable laws or regulations, or other requirements applicable to CONTRACTOR or that govern contracting with the Commonwealth.

2. CONTRACTOR shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to CONTRACTOR employee activity with the Commonwealth, County and employees thereof, and which is distributed and made known to all CONTRACTOR employees.
3. CONTRACTOR, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth or County employee to breach the standards or ethical conduct for employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7/151 et. seq., or to breach any other state or federal law or regulation.
4. CONTRACTOR, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a Commonwealth or County official or employee or to any other person at the direction or request of any Commonwealth or County official or employee.
5. CONTRACTOR, its affiliates, agents and employees shall not offer, give or agree or promise to give a gratuity to a Commonwealth or County official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et. seq. or any statute, regulations, statement of policy or management directive or any other published standard of the Commonwealth.
6. CONTRACTOR, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. CONTRACTOR, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the grant, except as provided in the grant.
8. CONTRACTOR shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth and County in writing and the Commonwealth and County consent to CONTRACTOR's financial interest prior to County's execution of the grant. CONTRACTOR shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than CONTRACTOR's submission of the grant signed by CONTRACTOR.
9. CONTRACTOR, its affiliates, agents and employees, shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, CONTRACTOR under this grant without the prior written approval of the County, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this grant. Any information, documents, reports, data, or records secured by CONTRACTOR from the County or a third party in connection with the performance of this grant shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the County prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the grant requires prior Commonwealth approval; or

- c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purpose of CONTRACTOR's internal assessment and review; or
 - e. Deemed necessary by CONTRACTOR in any action to enforce the provisions of this grant or defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - g. Otherwise required by law.
10. CONTRACTOR certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with or convicted of the following and agrees to immediately notify the Commonwealth agency granting officer in writing if and when it or any officer, director, associate, partners, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of approval of or acquiescence in such activities by CONTRACTOR or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - i. Obtaining
 - ii. Attempting to obtain; or
 - iii. Performing a public grant subgrant.

CONTRACTOR's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standard or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the Act of June 2, 1915 (P.L. 736, No. 338), known as the Worker's Compensation Act, 77 P.S. 1 et. seq.
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

CONTRACTOR acknowledges that the COUNTY may, in its sole discretion, terminate the grant for cause upon such notification or when the COUNTY otherwise learns that CONTRACTOR has been officially notified, charged or convicted.

11. CONTRACTOR shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. CONTRACTOR employees' activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the CONTRACTOR employees to the registration and reporting requirements of the law. Actions by outside lobbyists on CONTRACTOR's behalf, no matter the procurement stage, are not exempt and must be reported.
12. When CONTRACTOR has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, CONTRACTORS shall immediately notify the COUNTY granting officer or Commonwealth Inspector General in writing.
13. CONTRACTOR, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies and represents that it has not violated any of these CONTRACTOR integrity provisions in connection with the submission of the bid or proposal, during any grant or contract negotiations or during the term of the agreement.
14. CONTRACTOR shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth or County employee breach of ethical standards and any alleged CONTRACTOR non-compliance with the set provisions. CONTRACTOR agrees to make identified CONTRACTOR employees available for interviews at reasonable times and places. CONTRACTOR, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate make sure promptly available for inspection or copying any information of any type or form deemed relevant by the Inspector General to CONTRACTOR'S integrity and compliance with these provisions. Such information may include but shall not be limited to, CONTRACTOR'S business or financial records, documents or files of any type or form that refers to or concerns this grant.
15. For violation of any of these contractor integrity Provisions, the COUNTY may terminate this and any other grant with CONTRACTOR, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another CONTRACTOR or complete performance under this grant and debar and suspend CONTRACTOR from doing business with the COUNTY. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth or COUNTY may have under law, statute, regulation or otherwise.
16. For purpose of these Integrity Provisions, the following terms shall have the meaning found in Paragraph 16.
 - a. "Confidential Information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to CONTRACTOR from a third party without an obligation to maintaining its confidentiality; d) has not become generally known to the public through an act or omission of CONTRACTOR; or e) has not been independently developed by CONTRACTOR without the use of confidential information of the Commonwealth.

- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or COUNTY, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the COUNTY shall be deemed to have consented by virtue of execution of this Agreement.
- c. "Contractor" means the individual or entity that has entered into this Agreement with the COUNTY including those directors, officers, partners, managers, and owners having more than a five percent interest in the CONTRACTOR.
- d. "Financial Interest" means:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything or more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or grants of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Political contribution" means any payment, gift, subscription, assessment, grant, payment for services, dues, loan. Forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

15. INDEPENDENT CAPACITY OF CONTRACTOR: CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.

16. NO ASSIGNMENT: CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.

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

18. LIQUIDATED DAMAGES:

- a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:

- i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$6,000.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
19. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S): Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2026. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
20. FAMILIARITY WITH PROPOSED WORK: CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Request for Proposal to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the RFP.
21. AMERICAN WITH DISABILITY ACT:
 - i. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et. seq., the CONTRACTOR understands and agrees that no individual with a disability shall, on the basis of the disability be excluded for participation in this AGREEMENT or from the activities provided for under this AGREEMENT. As a condition of accepting and executing this AGREEMENT, 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 the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside CONTRACTORS.
 - ii. The CONTRACTOR shall be responsible for and agrees to indemnify and hold harmless the COUNTY and Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suites and actions brought by any party against the COUNTY or Commonwealth of Pennsylvania as a result of CONTRACTOR's failure to comply with the provisions of paragraph i. above.
22. NON-DISCRIMINATION: During the term of the AGREEMENT, CONTRACTOR agrees as follows:
 1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant, contract or subcontract, the CONTRACTOR, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the CONTRACTOR shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth who is qualified and available to perform the work to which the employment relates.
 2. The CONTRACTOR, any subgrantees, or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.
 3. The CONTRACTOR, any subgrantee, or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

4. The CONTRACTOR, any subgrantee, any contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contract relates.
 5. The CONTRACTOR, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records and account by the granting agency and the Bureau of Minority and Women Business Opportunities, (BMWBO), for purpose of ascertaining compliance with provision of the Nondiscrimination/Sexual Harassment Claus. Within thirty (30) days after award of any grant, the CONTRACTOR shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. CONTRACTORs who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within 15 days, request an exemption from the STD-21 form from the granting agency.
 6. The CONTRACTOR, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
 7. The Commonwealth or COUNTY may cancel or terminate the grant agreement and all money due or to become due under the agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the CONTRACTOR, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.
23. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST: CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Proposal, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the actuarial services duties on a daily/monthly basis.
 - b. 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 the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time-period after notice.
24. IMMIGRATION REFORM AND CONTROL ACT OF 1986: CONTRACTOR recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
25. STATUTES APPLICABLE TO THIS AGREEMENT: CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
26. NO ARBITRATION CLAUSES: CONTRACTOR agrees that no agreement with the County shall include Arbitration Clauses.

27. LICENSING: CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.
28. DEFAULT/BREACH/RESOLUTION: If CONTRACTOR or the 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. 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. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
29. AGREEMENT NOT TO HIRE: CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
30. EXAMINATION OF RECORDS: The Contractor agrees to maintain books, program and financial records, documents and other evidence pertaining to the costs and expenses of this Agreement.

The CONTRACTOR agrees to make available at the office of the County at all reasonable times during the terms of this AGREEMENT and the period set forth below, any of the records for inspection, audit or reproduction by an authorized representative of the Department of Aging or the Auditor General or Federal auditors.

Except for documentary evidence delivered to the Commonwealth, the CONTRACTOR shall preserve and make available all records for a period of three years from the date of final payment under this AGREEMENT, or the time-period specific by PDA policy and/or state and federal requirements (e.g., HIPPA six-year retention requirement) and for such period, if any, as specified by paragraphs 1. and 2. Below

1. If this AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final statements.
 2. Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs under this Agreement as to which exception has been taken by the auditors, shall be retained by the CONTRACTOR until such litigation, claims or exceptions have been litigated or settled to final disposition.
 3. The provisions of this paragraph shall be applicable to and included in each subcontract hereunder.
31. PROGRESS REPORTS: The CONTRACTOR and its subcontractors shall furnish the Department and COUNTY such progress and periodic reports in such form and quantity as the Department and COUNTY may from time to time require, including but not limited to, status reports of the project, proposed budgets, invoices, copies of all contracts executed and proposed and any and all other information relative to the project as may be requested.
- In the event that the Department or COUNTY determines that the CONTRACTOR or its subcontractors have not furnished such reports as required by the Department or COUNTY, the Department or COUNTY, by giving written notice to the CONTRACTOR, may suspend payments under this AGREEMENT, until such time as the required reports are submitted.
32. RIGHTS IN DATA: COPYRIGHTS AND DISCLOSURE

- a. Definition: The term, "data", as used herein, includes written reports, drawings, studies, and work of any similar nature which is required to be delivered under the AGREEMENT. It does not include CONTRACTOR's financial reports or other information incidental to AGREEMENT administration.
 - b. Rights in Data: Data created pursuant to the execution of this contract shall be the property of the Department and/or COUNTY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the grantee. CONTRACTOR may retain a copy of such data for its internal use.
 - c. Copyrights: CONTRACTOR relinquishes any and all copyrights and/or privileges to data downloaded under this AGREEMENT. CONTRACTOR shall not include in the data any copyrighted matter without the written approval of the Department unless CONTRACTOR provided the Department with written permission of the copyright owner for the Department to use such copyrighted matter in a manner provided herein. Any product or material that is to be printed or developed for any publication or distribution or other public display as a result of this AGREEMENT, must be reviewed and approved in writing by the Secretary/Deputy Secretary of Department of Aging prior to final production or printing. All data produced by funds provided through this AGREEMENT must contain the Department's logo and appropriate official's names on the cover and the following notation on the inside cover of the Title Page: "This document was produced with funds provided under Contract No. XXXX from the Pennsylvania Department of Aging."
 - d. The CONTRACTOR shall defend any suit or proceeding brought against the COUNTY or Department on account of any alleged infringement of any copyright arising out of the performance of this AGREEMENT, including any suit or proceeding relating to all work, services, material, reports, studies and computer programs provided by the CONTRACTOR; provided, nevertheless, that the Commonwealth shall provide prompt notification in defense thereof, and full information and all reasonable cooperation for the defense of the same. If principles of governmental or public law are involved, the Commonwealth and/or COUNTY may participate in any such action. The CONTRACTOR shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the COUNTY at CONTRACTOR'S written request, it shall be at CONTRACTOR'S expense, but the responsibility for such expense shall be only that within the CONTRACTOR'S written request. If any of the material, reports, studies or computer programs provided by the grantee are held to constitute infringement and the use of publication thereof is enjoined in such suit or proceeding, the grantee shall, at its own expense and at its option, either procure the right to public or continue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the CONTRACTOR under this paragraph continue without time limit. It is understood that the CONTRACTOR is responsible for defending suit against the COUNTY on account of any alleged infringement of any copyright arising out of information or material supplied by only the CONTRACTOR under this AGREEMENT.
33. **CONFIDENTIAL INFORMATION:** All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of

CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the request of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

34. HIPAA: If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with 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. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY and/or Commonwealth, 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 or Commonwealth to any non-compliance penalties, whether civil or otherwise.
35. CHOICE OF LAW: This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
36. CHOICE OF FORUM: Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
37. JURISDICTION: This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania
38. PROPERTY AND SUPPLIES:
- a. Contractor agrees to obtain all supplies and equipment for use in the performance of this AGREEMENT at the lowest practicable cost and to purchase by means of a system of competitive bidding whenever required by law.
 - b. Title to all property furnished in-kind by the COUNTY and/or Department shall remain with the COUNTY and/or Department.

- c. Personal or real property for which the CONTRACTOR was reimbursed under this agreement will be accounted for on the property records or inventories of the CONTRACTOR and will be disposed of only with written permission of the Department.
 - d. Title to all personal property acquired by the grantee, including purchase by lease-purchase agreement for the cost of which the CONTRACTOR is to be reimbursed under this Agreement shall vest in the CONTRACTOR during the terms of this AGREEMENT. Upon cancellation or termination of this AGREEMENT, disposition of such purchased personal property which has remaining useful life shall be made in accordance with the following provisions.
 - i. The CONTRACTOR and the Department and/or COUNTY may agree to transfer at no cost, at any time, of such purchased property to another contractor designated by the Department and/or COUNTY.
39. All the terms and conditions of Appendix C are incorporated herein by reference as if set forth in length.

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APPENDIX C - GENERAL TERMS AND CONDITIONS

1. CLAIMS AGAINST THE DEPARTMENT

The provisions of this Agreement shall be construed in accordance with the provision of the Laws of the Commonwealth of Pennsylvania. All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement or any part thereof or any breach of contract arising thereunder may be referred by the grantee to the Board of Claims pursuant to 62 Pa. C.S. § 1721 et seq. This shall be the exclusive remedy for the CONTRACTOR to resolve such questions and disputes if the grantee and the Department are unable to resolve them between themselves. Settlement of disputes under this provision must be prior to the final payment to the grantee.

2. CONFIDENTIALITY

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

3. SECURITY

To better secure each agency's network and computing infrastructure, all server and desktop platforms must be kept up-to-date with service packs, security patches and antivirus updates. Failure to keep these assets updated can result in the agency being denied access to Commonwealth network resources until such time as the machine(s) have been cleaned or updated. HIPPA related information should always be properly secured and encrypted.

4. LIABILITY AND INSURANCE

The grantee shall perform its services under this Agreement as an independent grantee and shall provide public liability, property damage, workers' compensation insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims which may arise out of grantee's operations under the terms of this Agreement.

The grantee shall accept full responsibility for the payment of premiums for Worker's Compensation, Unemployment Compensation, Social Security as well as all income tax deductions and other taxes or payroll deductions required by law for its employees who are performing services under this Agreement. As required by law, an independent grantee is responsible for Malpractice Insurance for health care personnel. The grantee shall provide insurance Policy Number and Provider Name, or a copy of the policy with all renewals for the entire Agreement period.

The grantee shall, at its expense, procure and maintain during the term of this Agreement, the following types of insurance, issued by companies acceptable to the Department and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania.

Worker's Compensation Insurance for all of the grantee's employees and those of any subgrantee's, engaged in work at the site of the project as required by law.

Public liability and property damage insurance to protect the Commonwealth, the grantee, and any and all subgrantees from claim for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under this Agreement or failure to perform under this Agreement

whether such performance or nonperformance be by the grantee, by any subgrantee, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements, or any other form designated to limit or restrict any actions by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

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

5. DEPARTMENT HELD HARMLESS

The grantee shall hold the Department harmless from and indemnify the Department against any and all claims, demands and actions based upon or arising out of any activities performed by the grantee and its employees and agents under this Grant Agreement and shall, at the request of the Department, defend any and all actions brought against the Department based upon any such claims or demands.

6. GRANTEE INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Grantee agrees to the following:

1. Grantee shall maintain the highest standards of honesty and integrity during the performance of this grant and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Grantee or that govern contracting with the Commonwealth.
2. Grantee shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Grantee employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Grantee employees.
3. Grantee, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Grantee, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Grantee, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Grantee, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Grantee, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the grant, except as provided in the grant.

8. Grantee shall not have a financial interest in any other grantee, subgrantee, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest prior to Commonwealth execution of the grant. Grantee shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Grantee's submission of the grant signed by Grantee.
9. Grantee, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Grantee under this grant without the prior written approval of the Commonwealth, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this grant. Any information, documents, reports, data, or records secured by Grantee from the Commonwealth or a third party in connection with the performance of this grant shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the grant requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Grantee's internal assessment and review; or
 - e. Deemed necessary by Grantee in any action to enforce the provisions of this grant or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.
10. Grantee certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Grantee or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public grant or subgrant.Grantee's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
 - c. Violation of federal or state antitrust statutes.
 - d. Violation of any federal or state law regulating campaign contributions.
 - e. Violation of any federal or state environmental law.
 - f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
 - g. Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.
 - h. Violation of any federal or state law prohibiting discrimination in employment.
 - i. Debarment by any agency or department of the federal government or by any other state.
 - j. Any other crime involving moral turpitude or business honesty or integrity.

Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the grant for cause upon such notification or when the Commonwealth otherwise learns that Grantee has been officially notified, charged, or convicted.

11. If this grant was awarded to Grantee on a non-bid basis, Grantee must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Grantee by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.To obtain a copy of the reporting form, Grantee shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.
12. Grantee shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Grantee employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Grantee employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Grantee's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Grantee shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.
14. Grantee, by submission of its bid or proposal and/or execution of this grant and by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies and represents that it has not violated any of these Grantee integrity provisions in connection with the submission of the bid or proposal, during any grant negotiations or during the term of the grant.
15. Grantee shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Grantee non-compliance with these provisions. Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. Grantee, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Grantee's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Grantee's business or financial records, documents or files of any type or form that refers to or concern this grant.
16. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this and any other grant with Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Grantee to complete performance under this grant, and debar and suspend Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Grantee Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally

known to Grantee from a third party without an obligation to maintain its confidentiality;
d) has not become generally known to the public through an act or omission of Grantee;
or e) has not been independently developed by Grantee without the use of confidential information of the Commonwealth.

- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this grant.
- c. "Grantee" means the individual or entity that has entered into this grant with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Grantee.
- d. "Financial interest" means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or grants of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a grant awarded or executed by the Commonwealth with Grantee without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

7. GRANTEE RESPONSIBILITY

For the purpose of these provisions, the term grantee is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the

Commonwealth or its state-affiliated entities, and state-related institutions. The term grantee may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- 1. The grantee must certify, in writing, for itself and all its subgrantees, that as of the date of its execution of any Commonwealth contract, that neither the grantee, nor any subgrantees, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the grantee cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- 2. The grantee must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- 3. The grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the grantee shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subgrantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the grantee to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
5. The grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the grantee's compliance with the terms of this or any other agreement between the grantee and the Commonwealth, which results in the suspension or debarment of the grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The grantee shall not be responsible for investigative costs for investigations that do not result in the grantee's suspension or debarment.
6. The grantee may obtain a current list of suspended and debarred Commonwealth grantees by accessing <https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No.: (717) 787-9138

8. SUBCONTRACTS

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

9. EXAMINATION OF RECORDS

- A. The grantee agrees to maintain books, program and financial records, documents and other evidence pertaining to the costs and expenses of this Agreement.
- B. The grantee agrees to make available at the office of the grantee at all reasonable times during the term of this Agreement and the period set forth below, any of the records for inspection, audit or reproduction by an authorized representative of the Department of Aging or the Auditor General or Federal auditors.
- C. Except for documentary evidence delivered to the Commonwealth, the grantee shall preserve and make available all records for a period of three years from the date of final payment under this Agreement, or the time-period specified by PDA policy and/or state and federal requirements (e.g., HIPPA six-year retention requirement) and for such period, if any, as specified by paragraphs 1. and 2. below:
 1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final statement.
 2. Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs under this Agreement as to which exception has been taken by the auditors, shall be retained by the grantee until such litigation, claims or exceptions have been litigated or settled to final disposition.
 3. The provisions of this paragraph shall be applicable to and included in each subcontract hereunder.

10. PROGRESS REPORTS

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

11. RIGHTS IN DATA: COPYRIGHTS AND DISCLOSURE

- A. Definition: The term, "data", as used herein, includes written reports, drawings, studies, and work of any similar nature which is required to be delivered under the Agreement. It does not include grantee's financial reports or other information incidentals to Agreement administration.
- B. Rights in Data: Data created pursuant to the execution of this contract shall be the property of the Department and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the grantee. Grantee may retain a copy of such data for its internal use.
- C. Copyrights: Grantee relinquishes any and all copyrights and/or privileges to data developed under this Agreement. Grantee shall not include in the data any copyrighted matter without the written approval of the Department unless grantee provides the Department with written permission of the copyright owner for the Department to use such copyrighted matter in a manner provided herein. Any product or material that is to be printed or developed for any publication or distribution or other public display as a result of this Agreement, must be reviewed and approved in writing by the Secretary/Deputy Secretary of the Department of Aging prior to final production or printing. All data produced by funds provided through this Agreement must contain the Department's logo and appropriate state officials' names on the cover and the following notation on the inside cover on Title Page: "This document was produced with funds provided under Contract No. 2001XX from the Pennsylvania Department of Aging."
- D. The grantee shall defend any suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including any suit or proceeding relating to all work, services, materials, reports, studies and computer programs provided by the grantee; provided, nevertheless, that the Commonwealth shall provide prompt notification in writing of such suit or proceedings, together with full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action. The grantee shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at grantee's written request, it shall be at the grantee's expense, but the responsibility for such expense shall be only that within the grantee's written request. If any of the materials, reports, studies or computer programs provided by the grantee are held to constitute infringement and the use or publication thereof is enjoined in such suit or proceeding, the grantee shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the grantee under this paragraph continue without time limit. It is understood that the grantee is responsible for defending suit against the Commonwealth on account of any alleged infringement of any copyright arising out of information or material supplied by only the grantee under this Agreement.

12. AMERICANS WITH DISABILITIES ACT

- A. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from the activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside grantees.
- B. The grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the grantee's failure to comply with the provisions of paragraph A. above.

13. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Grant, grantee agrees as follows:

- 1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.
- 3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts related.
- 5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
- 6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 7. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

14. SET OFF CLAUSE

The grantee agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the grantee or its subsidiaries to the Commonwealth against any payments due the grantee under any contract with the Commonwealth.

15. PROPERTY AND SUPPLIES

- A. Grantee agrees to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase by means of a system of competitive bidding whenever required by law.
- B. Title to all property furnished in-kind by the Department shall remain with the Department.
- C. Personal or real property for which the grantee was reimbursed under this agreement will be accounted for on the property records or inventories of the grantee and will be disposed of only with written permission of the Department.
- D. Title to all personal property acquired by the grantee, including purchase by lease-purchase agreement, for the cost of which the grantee is to be reimbursed under this Agreement shall vest in the grantee during the term of this Agreement. Upon cancellation or termination of this Agreement, disposition of such purchased personal property which has remaining useful life shall be made in accordance with the following provisions:
 - 1. The grantee and the Department may agree to transfer at no cost any item of such purchased property to another grantee designated by the Department. Title to all transferred property shall vest in the designated grantee during the term of its Agreement. Additionally, the Department will reimburse the grantee for its proper share, if any, of the value of the remaining life of the property as provided in 15 C. 2. and upon prior approval for the shipping costs resulting from the transfer.
 - 2. If the grantee wishes to retain any items of such purchased property, both parties will arrange for an independent third-party appraisal of the property items and the grantee will reimburse the Department for the value of the remaining life of the property on the basis of such appraisal, where appropriate depreciation tables may be substituted for an independent appraisal.
 - 3. With the prior written permission of the Secretary of Aging and the approval of the Governor's Office of Budget and Administration, grantee will sell the property and reimburse the Department for its appropriate share, providing the Department is notified ten (10) days in advance of the sale.
- E. All property furnished by the Department or personal property acquired by the grantee, including purchase by lease-purchase agreement, for which the grantee is to be reimbursed under this Agreement shall be deemed Commonwealth property for the purpose of section E., F., and G., of this provision.
- F. Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of Commonwealth property so as to assure its full availability and usefulness.
- G. The Commonwealth property and any property purchased under this Agreement shall, unless otherwise provided herein or approved in writing by the Department and the Governor's Office of Administration, be used only for the performance of this Agreement.
- H. In the event that grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Commonwealth property, he shall use the proceeds to repair, renovate or replace the Commonwealth property involved, or shall credit such proceeds against the cost of the work covered by the Agreement or shall otherwise reimburse the Department as directed by the Department.
- I. Any products provided to the Commonwealth, as part of the grantee's performance of this service Agreement shall meet the minimum percentage levels for total recycled content and post-consumer recycled content in accordance with the List of Products and Procurement Guidelines available from the PA Department of General Services.

16. AGREEMENT SUBJECT TO LAWS AND REGULATIONS

This Agreement is subject to the provisions of all pertinent federal, state and local laws and regulations and all amendments made thereto. Definitions of service, eligibility of recipients of service and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and Local laws and regulations without further notice to the grantee.

17. INTERESTS OF MEMBERS OF THE COMMONWEALTH AND OTHERS

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

18. INTEREST OF GRANTEE

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

19. TERMINATION OF AGREEMENT

A. Termination for Default - If, through any cause, the grantee shall fail to fulfill in timely or proper manner its obligations under this Agreement, or if the grantee shall violate any of the covenants or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the grantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, photographs and reports or other material prepared by the grantee under this Agreement shall, at the option of the Department, become its property, and the grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the grantee shall not be relieved of liability to the Department of damages sustained by the Department by virtue, in any manner or degree, of the grantee's nonperformance of its services hereunder; however, such damages shall not exceed the amount of this Agreement.

B. Termination for Convenience The Department or grantee may terminate this Agreement at any time by giving written notice to the other party of such termination by specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

20. ASSIGNABILITY

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

21. COVENANT AGAINST CONTINGENT FEES

The grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by the grantee for the purpose of securing business). For breach or violation of this warranty, the Commonwealth shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the consideration otherwise due under the Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

22. AVAILABILITY OF FUNDS

The obligations of the Commonwealth under this Agreement are subject to the availability and appropriation of funds by the federal government under the Older Americans Act, 42 U.S.C. § 3001 et seq., and by the Commonwealth through its Lottery Fund and its General Fund.

23. DISASTERS

If, during the terms of the Agreement, the Commonwealth's premises are so damaged by flood, fire, or other Acts of God as to render them unfit for use, then the Department shall be under no liability or obligation to the grantee hereunder during the period of time there is no need for the services provided by the grantee except to render compensation which the grantee was entitled to under this Agreement prior to such damage.

24. RIGHT TO KNOW LAW

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Grant Agreement.
- b. Unless the Grantee provides the Department, in writing, with the name and contact information of another person, the Department shall notify the Grantee using the Grantee information provided by the Grantee in this Agreement. If the Department needs the Grantee's assistance in any matter arising out of the Right to Know Law. The Grantee shall notify the Department in writing of any change in the name or the contact information within a reasonable time prior to the change.
- c. Upon notification to the Grantee that the Department has received a request for records under the RTKL related to this Grant that may be in the Grantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Grantee shall:
 1. Provide the Grantee, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Grantee's possession arising out of this Grant that the Department reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Department may reasonably request, in order to comply with the RTKL with respect to this Grant.
- d. If the Grantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee must notify the Department and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Grantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Department will rely upon the written statement from the Grantee in denying a RTKL request for the Requested Information unless the Department determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Department determine that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Department's determination.
- f. If the Grantee fails to provide the Requested Information within the time-period required by these provisions, the Grantee shall indemnify and hold the Department harmless for any damages,

- penalties, costs, detriment or harm that the Department may incur as a result of the Grantee's failure, including any statutory damages assessed against the Department.
- g. The Department will reimburse the Grantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
 - h. The Grantee may file a legal challenge to any Department's decision to release a record the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall indemnify the Department for any legal expenses incurred by the Department as a result of such a challenge and shall hold the Department harmless for any damages, penalties, costs, detriment or harm that the Department may incur as a result of the Grantee's failure, including any statutory damages assessed against the Department, regardless of the outcome of such legal challenge. As between the parties, the Grantee agrees to waive all rights or remedies that may be available to it as a result of the Department's disclosure of Requested Information pursuant to the RTKL.
 - i. The Grantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant and shall continue as long as the Grantee has Requested Information in its possession.

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17.0 REQUIRED FORMS

REQUEST FOR PROPOSAL PRICING FORM

#26-019

CONSULTANT – PHYSICIAN SERVICES

COUNTY of LANCASTER, PA

We, _____, on this the ____ day of _____, 2026 hereby:

Propose and agree to furnish and deliver to eligible persons in Lancaster County Consultant - Physician Services for the Lancaster County Office of Aging (LCOA), in accordance with this "Request for Proposals". The Contractor shall provide to the County of Lancaster at locations and times designated, complete Consultant - Physician Services as required by the Terms and Conditions of this Contract and the Scope of Work contained therein. The services will be provided by fully qualified personnel and shall be performed in strict accordance with any and all applicable Federal, State and local laws, regulations, ordinances, and requirements in effect at the time of the Request for Proposals, the date of Contract award and any future applicable Federal, State and local laws, regulations, ordinances, and requirements.

**** Proposal submission shall include the following answers to questions A-J below. Provide answers/documentation for all sections 14.0-14.16 (Pages 10-16), submit ALL answers/forms (Pages 43-75). Review all of section 15.0 (Service Agreement – Pages 16-30). ****

- A. Describe your timetable for preparation and readiness to provide services by the start date of the contract.
- B. Will the organization plan to hire additional staff to serve LCOA consumers? If yes, how many, and what positions?
- C. How will LCOA reporting requirements be met? What staff will be responsible for overseeing and completing the required documentation?
- D. How will complaints and concerns from consumers be handled?
- E. How will the hiring and supervision of staff be handled?
- F. Has the organization ever filed for bankruptcy? If yes, when and under what circumstances?
- G. Has the organization ever defaulted on a contract? If yes, when and under what circumstances?
- H. How long has the organization been in business?
- I. Minimum of three (3) reference letters to support references provided on the Reference Form (pages 72-73).
(**Refer to section 14.11 (page 12) **)
- J. Additional documentation required:
 - 1. Provide an organizational chart.
 - 2. Provide proof of insurance (or the ability to obtain the required insurance).
(**Refer to sections 9 and 10 of Service Agreement (pages 19-20) for county insurance requirements**)
 - 3. Provide copies of relevant licenses or certificates held by the organization/individual(s).
 - 4. Provide a Certificate of Occupancy for the office space (if applicable).
 - 5. Provide proof of compliance with ADA accessibility requirements (if applicable).
 - 6. Provide any other documentation that you believe will be helpful to LCOA in learning more about the organization and your plan for providing the service.

VENDOR may choose to submit quotes on any combination of services below. VENDOR should indicate "N/A" if not submitting a quote on a specific service. When submitting a quote for a service, VENDOR should indicate the rate for that unit.

ITEM# 1: For consultation, training, speaking, or medical services rendered at the LCOA or any other mutually agreed upon location apart from the physician consultant's place of business:

\$ _____* for each initial hour of service per contact and

\$ _____ * for each additional consecutive hour of service with a minimum billable increment of one quarter (¼) of an hour.

ITEM# 2: For medical services rendered at the physician consultant's place of business:
\$ _____ * per hour with a minimum billable increment of one quarter (1/4) of an hour

ITEM# 3: For psychiatric evaluations performed by a Registered Nurse (RN):
\$ _____ * per hour with a minimum billable increment of one quarter (1/4) of an hour

ITEM# 4: For monthly retainer fee which includes the services of: phone consultation, review of facsimiles or mailed documents, correspondence with long-term care facilities, etc.:
\$ _____ * per month

ITEM# 5: For travel time, to and from court appearances, home visits, LCOA appointments:
\$ _____ * with a minimum billable increment of one quarter (¼) of an hour

*** Carry this information to Proposal Signature Page**

NOTE: Billable service unit should be quoted in dollar amount of only two (2) decimal places. Billable service unit is designated in RFP as Unit Cost. **No minimum or maximum total contract amounts are guaranteed.**

VENDOR acknowledges and agrees that: the foregoing is an offer to perform services and/or supply goods in conformity with the RFP. Once submitted, this proposal cannot be withdrawn unless it is not acted upon by COUNTY within one hundred twenty (120) days of the proposal opening; upon acceptance of this proposal by the COUNTY, a binding contract upon the terms and conditions of the RFP will exist.

Have received and reviewed the following Addenda (if applicable)

1. _____, dated _____
2. _____, dated _____
3. _____, dated _____

We have included ONE (1) complete proposal packet, inclusive of financial proposal, with original signatures and required documents marked as "ORIGINAL", ONE (1) bid packet, excluding financial proposal, marked as "COPY", ONE (1) financial proposal in a sealed envelope, marked as "COPY", and ONE (1) complete electronic copy of submission response packet, inclusive of the original RFP and a separate electronic financial proposal file, on a USB Flash Drive. Order of submission must be as follows:

- Proposal Pricing Form
- Proposal Form Signature Pages
- Non-Collusion Affidavit
- Notarization Affidavit (Required)
- Disclosure Statement
- Security Statement
- Certificate - Drug Free Workplace
- Affidavit - Employee Criminal History
- HIPAA Business Associates Agreement
- Provider Debarment Attestation
- Contractor Fraud, Waste and Abuse Form

- Assurance of Compliance (County)
- Appendix F – Lobbying Certification
- Appendix G – Assurance of Compliance (Pennsylvania Department of Aging)
- Qualification Statement
- Reference Form
- W-9 Form (Completed/Signed/Dated Current Year)
- No Bid/Proposal Reply Form
- RFP Proposal Submission Checklist (for vendor use only, does not need to be submitted with the bid)

****ALL NOTARIZATIONS ON FORMS ARE REQUIRED****

Communications concerning this proposal shall be addressed to:

Name: _____

Title: _____

Name of Business: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Hours of Availability: _____

PROPOSAL FORM
SIGNATURE PAGES

Submitted by: _____

Date: _____

Proposal for: CONSULTANT – PHYSICIAN SERVICES – LANCASTER COUNTY OFFICE of AGING (26-019)

County of Lancaster
Senior Buyer
Lancaster County Government Center
150 North Queen Street, Suite 712
Lancaster, PA 17603

To Whom It May Concern:

This response is submitted in accordance with your request for proposals for:

Providing Consultant - Physician Services for the Lancaster County Office of Aging. Base contract will be for a period of Two (2) years, Seven (7) months with an option to extend the contract for two (2) additional periods of one (1) year each.

Having carefully examined the Request for Proposals, the Scope of Work, the Instructions to Proposers, Terms and Conditions, and all attachments, etc., hereinafter referred to as "Contract Documents", together with any and all addenda, errata, bulletins applying thereto, and being familiar with the various conditions affecting the Scope of Work, the undersigned hereby agrees to furnish all materials, perform all labor, provide all services, and do all else necessary to complete the work in strict accordance with the terms of the contract documents, for the following price(s):

ITEM# 1: For consultation, training, speaking, or medical services rendered at the LCOA or any other mutually agreed upon location apart from the physician consultant's place of business:

\$ _____ * for each initial hour of service per contact and

\$ _____ * for each additional consecutive hour of service with a minimum billable increment of one quarter (¼) of an hour.

ITEM# 2: For medical services rendered at the physician consultant's place of business:

\$ _____ * per hour with a minimum billable increment of one quarter (1/4) of an hour

ITEM# 3: For psychiatric evaluations performed by a Registered Nurse (RN):

\$ _____ * per hour with a minimum billable increment of one quarter (1/4) of an hour

ITEM# 4: For monthly retainer fee which includes the services of: phone consultation, review of facsimiles or mailed documents, correspondence with long-term care facilities, etc.:

\$ _____ * per month

ITEM# 5: For travel time, to and from court appearances, home visits, LCOA appointments:

\$ _____ * with a minimum billable increment of one quarter (¼) of an hour

In case this response is accepted the undersigned is hereby bound to enter into a written contract within ten (10) days after receipt of Notice of Acceptance of the above, in accordance with the solicitation, to commence and complete all of the work included under the contract in such time and such manner as designated for the various items/services it has contracted to supply or provide.

In submitting this response, it is understood that the unrestricted right is reserved by the COUNTY to reject any and all responses or parts thereof, or to waive any formalities or technicalities in said responses, and it is agreed that this response may not be withdrawn for a period of one hundred twenty (120) days from date of opening hereof.

The undersigned hereby certifies that this response is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any Respondent to refrain from proposing, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other Respondent.

If a Corporation (must be executed the president or vice-president [or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached], attested by the secretary, assistant secretary or treasurer of the corporation)

Signature: _____	ATTEST: Signature: _____
Name & Title: _____	Name & Title: _____

CORPORATE SEAL

If a Partnership (must be signed by at least one general partner and witnessed)

PARTNER: Signature: _____	WITNESS: Signature: _____
Name & Title: _____	Name & Title: _____

CORPORATE SEAL

If a Proprietorship

PROPRIETOR: Signature: _____	WITNESS: Signature: _____
Name & Title: _____	Name & Title: _____

CORPORATE SEAL

BUSINESS NAME: _____

TAX I.D#: _____

ADDRESS: _____

PHONE: _____ **FAX:** _____

E-MAIL#: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A. §4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on prices and the amount quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval or submission of the proposal.
4. If a proposal is submitted by a joint venture, each party to the venture must be identified in the proposal, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or non-competitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the proposal.

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NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of: _____

County of: _____

I state that I am, _____ OF _____
(Title) (Name Contractor)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive bid.

- (5) _____, its affiliates,
(Name of Contractor)
subsidiaries, officers and directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of Contractor)

acknowledges that the above representatives are material, important, and will be relied on by the County of Lancaster in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Lancaster of the true facts relating to the submission of bids for this contract.

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, does not prohibit the County of Lancaster from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment in the discretion of the County under its rules and regulations, or may be a ground for consideration on the question of whether the County should decline to award a contract to that person on the basis of a lack of responsibility.

Name: _____

Signature: _____

Title: _____

Name of Contractor: _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

NOTARIZATIONS

Any document within this bid specification that requires a notarization must include the signature and seal of the notary public as required by the State in which the notary is commissioned. For those states that do not require an embossed notary seal, the following affidavit must be completed. Bids notarized without the embossed seal and without completing the following affidavit, as applicable, will automatically be rejected at the time of the bid opening.

AFFIDAVIT

I, _____, _____
(Print/Type Name) (Title)

of _____, _____
(Name of Company) (Complete Address)

a duly authorized representative of the above company, do hereby affirm that the State of

_____ does not require an embossed seal on _____
(Name of State)

notarizations and the documents in this Invitation for Bid are true and correct and binding under the

_____ State laws.
(Name of State)

By:

(Signature of Duly Authorized Representative)

Sworn to and subscribed before me,

THIS _____ DAY OF _____, 20____

(Notary Public)

My Commission Expires: _____

COUNTY of LANCASTER
DISCLOSURE STATEMENT

The vendor shall answer the following questions with regard to the most recent three (3) years. If any question is answered in the affirmative, the firm shall submit for each affirmative answer, a written explanation which shall provide details concerning the matter in question, including applicable dates, locations, names of projects/project owners and current status of any such matter. Failure to answer truthfully to any of the following will be grounds for the vendor's proposal to immediately be disqualified. The County will notify the vendor by letter of the disqualification.

1. Is the firm currently debarred or suspended from doing business with any federal, state, or local government agency or private entity?

Yes _____ No _____
2. Has the firm ever been debarred or suspended from doing business with any federal, state, or local government agency or private entity?

Yes _____ No _____
3. Has the firm ever been otherwise prohibited from doing business with any federal, state, or local government agency or private entity?

Yes _____ No _____
4. Has the firm ever been denied prequalification (not including short listing), declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state, or local government agency or private entity?

Yes _____ No _____
5. Has the firm ever defaulted, been terminated for cause, or otherwise failed to complete any project/contract that it was awarded by any federal, state, or local government agency or private entity?

Yes _____ No _____
6. Has the firm ever been assessed or required to pay liquidated damages in connection with any project/contract that it was awarded by any federal, state, or local government agency or private entity?

Yes _____ No _____
7. Has the firm ever had and business or professional license, registration, certificate, or certification suspended or revoked?

Yes _____ No _____
8. Has the firm ever had any liens or other legal action taken against the firm as a result of its failure to pay workers, subcontractors or suppliers?

Yes _____ No _____

9. Has the firm ever been denied bonding or insurance coverage or been discontinued by a surety or insurance company?
- Yes _____ No _____
10. Has the firm ever been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws or environmental laws by a final decision of a court or agency?
- Yes _____ No _____
11. Has the firm ever defaulted, been terminated for cause, or otherwise failed to complete any project/contract that it was awarded by any federal, state, or local government agency or private entity?
- Yes _____ No _____
12. Has the firm or any of its owners, officers, directors, or managers been the subject of any criminal indictment or criminal investigation concerning any of the firm's business?
- Yes _____ No _____
13. Has the firm ever been the subject of any bankruptcy proceedings?
- Yes _____ No _____

SECURITY STATEMENT
USE of CONFIDENTIAL INFORMATION

Our company will respect and maintain strict confidentiality in the use of all data that our company employees may gain access to for the purpose of preparing a response to the Request for Bid indicated below and for the performance of any subsequent contract. Information obtained from the County will be used only by authorized company employees and for only those purposes for which the County provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to the County promptly after use, all documents supplied along with all records of information derived there from.

Signature of Company Representative

Date

Name

Title

Company Name

**COUNTY OF LANCASTER
DRUG FREE WORKPLACE CERTIFICATION**

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Proposer's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying the Director or Deputy Director of Purchasing immediately verbally or by e-mail and in writing within 24 hours after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee.
- (6) Immediately prohibit any employee of Proposer from entering or working at all County owned and operated Facilities after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (7) Making a good faith effort to maintain a drug-free workplace program.

DRUG FREE WORKPLACE CERTIFICATE, PAGE 2

(Proposer's Signature)

(Print Name)

(Title)

(Company Name)

(Address)

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20_____,

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: _____

COUNTY of LANCASTER
AFFIDAVIT of EMPLOYEE CRIMINAL HISTORY

The undersigned Bidder 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 Bidder'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.

OR

_____ 2. The following Bidder'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.

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)

Previous Names Used Title/Duties performed.

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

It is the successful Bidder'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) business days.

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

EMPLOYEE CRIMINAL HISTORY AFFIDAVIT, PAGE 2

FIRM NAME: _____

FAX #: _____

OFFICE ADDRESS: _____

E-MAIL#: _____

TEL#: _____

County of _____

SIGNATURE: _____

TITLE: _____

Sworn to and subscribed before me this _____ day of _____, 20____,

by _____

as _____

(Title)

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

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ **DAY OF** _____, 20____

Notary Public

My Commission Expires: _____

FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")
BUSINESS ASSOCIATE AGREEMENT ("Agreement")

I. Definitions

- (a) "Business Associate" shall mean the CONTRACTOR.
- (b) "Covered Program" shall mean the COUNTY OF LANCASTER and any agency, department, or officer thereof.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Programs' compliance with the Privacy Rule.

- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions:

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program to Inform the Business Associate of Privacy Practices and Restrictions.

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522,

to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

(a) Term. The Term of this Agreement shall be effective as set forth in the main agreement herein, after which time, all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.

(b) Termination for Cause. Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.

(c) Effect of Termination.

(1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

(a) It is further agreed that any violation of this agreement may cause irreparable harm to the covered program, therefore the covered program may seek any other remedy, including an injunction or specific performance for such harm, without bond, security, or necessity of demonstrating actual damages.

(b) The Business Associate shall indemnify and hold the covered program harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's objections under this agreement.

VIII. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the **HIPAA** Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.
- (f) HIV/AIDS. If HIV/AIDS information is to be disclosed under this agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health law, Article 27-F.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____

FIRM NAME: _____

OFFICE ADDRESS: _____

PROVIDER DEBARMENT ATTESTATION

The County of Lancaster is prohibited from contracting with providers who are under suspicion or debarment by the Commonwealth of Pennsylvania or any government entity, instrumentality or authority. Providers cannot have been terminated by the Department of Health and Human Services' Office of the Inspector General (HHS-OIG) for fraud and abuse. Accordingly, in compliance with 42 U.S.C. § 1396b(i)(2)(A),(B) and 42 C.F.R. § 1001.1901(b), and other applicable Federal and State statutes and regulations, the COUNTY will not participate with any contractor, service provider or entity that has been excluded from participation in a Federal health care program. Federal health care programs include, but are not limited to, Medicaid and Medicare.

To ensure compliance with these requirements, Respondent affirms that their business entity, officers, managers, direct care staff, or subcontractors are not on the following lists:

- i. *Pennsylvania Medichex List*: a data base maintained by the Pennsylvania Department of Human Services "DHS") that identifies providers, individuals, and other entities that are precluded from participation in Pennsylvania's MA Program: <https://www.dhs.pa.gov/about/Fraud-And-Abuse/Pages/Medichex-List.aspx> Link is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database. If an individual's resume indicates that he/she has worked in another state, providers should also check that state's individual list.
- ii. *List of Excluded Individuals/Entities (LEIE)*: data base maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. An individual or entity included on the LEIE is ineligible to participate, either directly or indirectly, in the MA Program. Although the DHS makes best efforts to include on the Medichex List all federally excluded individuals/entities that practice in Pennsylvania, providers must also use the LEIE to ensure that the individual/entity is eligible to participate in the MA Program: <http://oig.hhs.gov/exclusions/index.asp> Link is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.
- iii. *Excluded Parties List System (EPLS)*: worldwide database maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits: <https://www.sam.gov/>. Link is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

Respondent further understands that upon award of a contract they must conduct monthly searches of the above-mentioned databases for all current employees and subcontractors, and conduct searches of each database at the time of hiring or contracting with all new employees or subcontractors. COUNTY shall immediately be notified of any change in debarment status at any time during the request for proposal process and throughout the term of any subsequent contract award.

Name of Organization: _____

Address: _____

Business Phone: _____ **Fax:** _____

Email: _____

Attest Signature: _____

Title: _____ **Date:** _____

CONTRACTOR FRAUD, WASTE AND ABUSE TERMS AND CONDITIONS

1. Contractor agrees that any waste, fraud and abuse of any resources belonging to the County of Lancaster (the "County"), including but not limited to, funds and services, will not be tolerated by Contractor or employees or subcontractors of Contractor. The County uses both the Federal and State definitions of waste, fraud and abuse:
 - a. Waste: Thoughtless, careless expenditure, consumption, mismanagement, use or squandering of social service resources, including incurring costs because of inefficient or ineffective practices, systems or controls.
 - b. Fraud (State of Pennsylvania definition): Any intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in an unauthorized benefit to the entity, him/herself or another responsible person in a managed care setting.
 - c. Fraud (Federal definition 42 C.F.R. § 455.2): An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. This definition includes any act that constitutes fraud under applicable Federal or State law.
 - d. Abuse (State of Pennsylvania definition): Any practices in a capitated MCO, Primary Care Case Management (PCCM) program, or other managed care setting that are inconsistent with sound fiscal, business or medical practice and which result in unnecessary cost to the MA Program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards or contractual obligations (including the terms of the PSR, contracts, and requirements of state or federal regulations) for health care in the managed care setting. The abuse can be committed by an MCO, contractor, subcontractor, provider, State employee, MA beneficiary or MA managed care enrollee, among others. It also includes beneficiary practices in a capitated MCO, PCCM program, or other managed care setting that result in unnecessary costs to the MA program or MCO, contractor, subcontractor, or provider. A provider can be described as any individual or entity that receives MA funds in exchange for providing a service (MCO, contractor or subcontractor).
 - e. Abuse (Federal definition 42 C.F.R. § 455.2): Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. This definition includes recipient practices that result in unnecessary cost to the Medicaid program.
2. The County is prohibited from contracting with providers who have been terminated by the Department of Health and Human Services' Office of the Inspector General (HHS-OIG) for fraud and abuse. Accordingly, in compliance with 42 U.S.C. § 1396b(i)(2)(A),(B) and 42 C.F.R. § 1001.1901(b), and other applicable Federal and State statutes and regulations, the County will not participate with any contractor, service provider or entity that has been excluded from participation in a federal health care program. Federal health care programs include, but are not limited to, Medicaid and Medicare. To ensure compliance with these requirements, Contractor agrees to do the following:
 - a. Conduct monthly searches of the following databases for all current employees and subcontractors, and conduct searches of each database at the time of hiring or contracting with all new employees or subcontractors:
 - i. Pennsylvania Medichex List: A database maintained by the Department of Public Welfare that identifies providers, individuals and other entities that are precluded from participation in Pennsylvania's MA Program:
<https://www.dhs.pa.gov/about/Fraud-And-Abuse/Pages/Medichex-List.aspx>

If an employee's resume indicates that he/she previously worked in another state, contractor is also required to check that state's individual list.

- ii. List of Excluded Individuals/Entities (LEIE): A database maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program: <http://oig.hhs.gov/exclusions/index.asp>
 - iii. System for Award Management (SAM): A worldwide database maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits: <https://www.sam.gov/>
- b. Notify the County immediately in writing if an employee or subcontractor with whom Contractor has entered into an agreement is subsequently suspended, terminated, or voluntarily withdraws from participation as a result of suspected or confirmed fraud or abuse.
 - c. Notify the County immediately in writing if Contractor terminates or suspends an employee because of suspected or confirmed fraud or abuse. Notification should include information about the specific underlying conduct that lead to the suspension or termination.
 - d. Create and adopt a written procedure that outlines immediate reporting to the proper authorities, including the County, all internal or external suspicion of waste, fraud or abuse that would encompass any resources provided to Contractor by the County.
3. Contractor further agrees that the County will not be liable for any waste, fraud, and/or abuse conducted by Contractor or Contractor's subcontractors or employees. The County reserves the right to recover from Contractor all funds or costs of services in cases of substantiated waste, fraud and/or abuse by Contractor or Contractor's employees or subcontractors. The County can terminate the contract with Contractor if it deems that Contractor willfully conducted fraud and/or abuse, if Contractor neglects to do due diligence to assure that Contractor's employees and/or subcontractors are not engaged in fraud or abuse of the County's resources, or if Contractor fails to comply with any of the requirements set forth in this document.

Name of Organization: _____

Address: _____

Attest Signature: _____

Title: _____ Date: _____

ASSURANCE of COMPLIANCE (COUNTY)

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975.

The _____ agency (hereinafter called "VENDOR") provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE VENDOR HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the VENDOR receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulations, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the VENDOR receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity for which the VENDOR received Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the VENDOR receives Federal financial assistance from the Department. The VENDOR agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that is binding upon the VENDOR, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the VENDOR by the Department, this assurance shall obligate the VENDOR, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the VENDOR for the period during which it retains ownership or possession of the property. The VENDOR further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

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

DATE	SIGNATURE OF AUTHORIZED OFFICIAL	TITLE OF AUTHORIZED OFFICIAL
_____	_____	_____

ORGANIZATION NAME: _____

ADDRESS: _____

APPENDIX F
LOBBYING CERTIFICATION

GRANTEE NAME:

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit the STANDARD FORM-LLL, "DISCLOSURE OF LOBBYING ACTIVITIES," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose to the Grantee accordingly.

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

Authorized Signature

Date

Title (Please Print or Type)

Standard Form-LLL (Disclosure of Lobbying Activities)

Please check appropriate line:

_____ Form-LLL NOT Applicable

_____ Form-LLL IS Attached. A copy is provided.

APPENDIX G
ASSURANCE of COMPLIANCE (PDA)

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Grantee provides this assurance in consideration of and for the purpose of obtaining Federal Grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE GRANTEE HEREBY AGREES THAT IT WILL COMPLY WITH:

1. **Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)**, as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services **(45 C.F.R. Part 80)**, to the end that, in accordance with **Title VI of that Act** and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.
2. **Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112)**, as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services **(45 C.F.R. Part 84)**, to the end that, in accordance with **Section 504 of that Act** and the Regulations, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.
3. **Title IX of the Educational Amendments of 1972 (Pub. L. 92-318)**, as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services **(45 C.F.R. Part 86)**, to the end that, in accordance with IX and the Regulations, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity for which the Grantee received Federal financial assistance from the Department.
4. The **Age Discrimination Act of 1975 (Pub. L. 94-135)**, as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services **(45 C.F.R. Part 91)**, to the end that, in accordance with the Act and the Regulations, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.

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

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

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

NAME AND TITLE OF AUTHORIZED OFFICIAL

ORGANIZATION NAME

ADDRESS

Form HHS 690 (1/09)

QUALIFICATION STATEMENT
#26-019
CONSULTANT – PHYSICIAN SERVICES

Respondents are to provide the following points of contact within their organization:

A. Inside Contract Administrator

Name: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Hours of Availability: _____

B. Field Regional Sales Representative

Name: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Hours of Availability: _____

C. Customer Service Contact

Name: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Hours of Availability: _____

D. Emergency Contact

Name: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Hours of Availability: _____

E. Local Distribution Point Contact

Name: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Hours of Availability: _____

F. Service Location Contact

Name: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Hours of Availability: _____

Guaranteed Response Time: _____

REFERENCE FORM
#26-019
CONSULTANT – PHYSICIAN SERVICES

****REFERENCES ONLY REQUIRED FROM NEW PROVIDERS****

1. Company Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Date of Contract: _____

Brief Description of Scope of Work: _____

2. Company Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Date of Contract: _____

Brief Description of Scope of Work: _____

3. Company Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Date of Contract: _____

Brief Description of Scope of Work: _____

BALANCE OF PAGE IS INTENTIONALLY BLANK

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	6 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
8 City, state, and ZIP code		
7 List account number(s) here (optional)		

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NO BID/PROPOSAL REPLY FORM

BID TITLE: _____

Bid Number: _____

To assist us in evaluating bids received for this acquisition and obtaining good competition on future invitations for bid, we ask that each firm that has received an Invitation for Bid, but does not wish to bid, complete the NO BID REPLY and return it to the above address. Please state the reason(s) below for not bidding being as complete as possible. This information is intended to improve the purchasing process and will not preclude receiving future Invitations for Bid unless removal from the Vendor's List is requested below, or a bid is not received, or, this form not returned.

Unfortunately, we must offer a "No Bid" at this time because:

____ 1. We do not wish to participate in the procurement process.

____ 2. We do not wish to submit a bid under the terms and conditions of the Invitation for Bid.

Our objections are:

____ 3. We do not feel we can be competitive.

____ 4. We cannot submit a bid because of the marketing or franchising policies of our company.

____ 5. We do not wish to sell to the County.

Our objections are:

____ 6. We do not sell the items/services on which bid requested.

In regards to our remaining on the County's Vendor List:

____ We wish to remain on the County's Vendor List.

____ We wish to be deleted from the County's Vendor List.

Firm Name

Signature

Date

RFP PROPOSAL SUBMISSION CHECK LIST - Consultant - Physician Services

~ALL FORMS SHOULD BE COMPLETED FULLY (i.e., all blank spaces filled in, signed, dated, notarized). ~ALL RFP AND SCOPE OF WORK QUESTIONS SHOULD BE ANSWERED.

~IF AN EXEMPTION/WAIVER IS NEEDED FOR ANY REQUIREMENT OF THE RFP, PLEASE INCLUDE THAT REQUEST IN THE BID SUBMISSION.

REQUIRED FORMS	CHECK	RFP SECTIONS TO COMPLETE	CHECK	PROPOSAL PRICING FORM QUESTIONS	CHECK	INSURANCE REQUIREMENTS
Proposal Pricing Form	☐	<u>~14.0 - REQUIRED FORMAT AND CONTENTS OF PROPOSAL</u>		<u>~NEW VENDOR</u>		<u>~SERVICES AGREEMENT - Section 9 & 10 (page 19-20)</u>
Proposal Form Signature Pages	☐	14.1 - Cover Letter	☐	Question A	☐	<u>*General Liability Insurance*</u>
Non-Collusion Affidavit	☐	14.2 - Table of Contents	☐	Question B	☐	<u>Limits of Liability:</u> \$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Notarization Affidavit (required)	☐	14.3 - Firm Description	☐	Question C	☐	<u>Products-Comp/Ops:</u> \$2,000,000 Aggregate
Disclosure Statement	☐	14.4 - Key Personnel	☐	Question D	☐	<u>Personal & Advertising Injury:</u> \$1,000,000 Aggregate
Security Statement	☐	14.4 - Resumes of Key Personnel	☐	Question E	☐	<u>Medical Expense (any one person):</u> \$5,000
Certificate - Drug Free Workplace	☐	14.5 - General Disclosure (answer all 3 questions)	☐	Question F	☐	
Affidavit - Employee Criminal History	☐	14.6 - Description of Services	☐	Question G	☐	<u>*Workers' Compensation and Employers' Liability Insurance*</u>
HIPAA Business Associates Agreement	☐	14.7 - Relevant Experience	☐	Question H	☐	<u>Limits of Liability: Workers' Compensation - Statutory</u> <u>Employers' Liability -</u> Bodily Injury by Accident: \$500,000 Each Accident Bodily Injury by Disease: \$500,000 Each Employee Bodily Injury by Disease: \$500,000 Policy Limit
Provider Debarment Attestation	☐	14.8 - Employee/Volunteer Background Checks (Required)	☐	Question I	☐	
Contractor Fraud, Waste and Abuse Form	☐	14.9 - Subcontractors	☐	Question J.1	☐	<u>*Automobile Liability*</u>
Assurance of Compliance (County)	☐	14.10 - Conflict of Interest	☐	Question J.2	☐	<u>Limit of Liability:</u> \$1,000,000 Combined Single Limit
Appendix F - Lobbying Certification	☐	14.11 - References (required from new providers only)	☐	Question J.3	☐	
Appendix G - Assurance of Compliance (Pennsylvania Department of Aging)	☐	14.12 - Current Contracts (required from new providers only)	☐	Question J.4	☐	<u>*Professional Liability Insurance*</u>
Qualification Statement	☐	14.13 - Financial Statement	☐	Question J.5	☐	<u>Limits of Liability:</u> min \$1,000,000 [as appropriate i.e. legal, engineer, medical, software]
Reference Form (New Providers ONLY)	☐	14.14 - Debarment/Tax Liabilities	☐	Question J.6	☐	
W-9 Form (Completed/Signed/Currently Dated)	☐	14.15 - Cost	☐			<u>*Umbrella Liability*</u>
No Bid/Proposal Reply Form	☐	14.16 - Additional Items/Services Offered	☐			<u>Umbrella and/or Excess Liability Coverage:</u> \$1,000,000 Each Occurrence \$1,000,000 Aggregate

**** ALL FORMS SHOULD BE NOTARIZED IF INDICATED ****

****PLEASE REFER BACK TO SECTION 15.2 OF THE RFP AND SECTION 4 OF THE SERVICE AGREEMENT. When submitting rates, take into account pricing for a three year period as OOA will not grant a rate increase during the base period.****

Cyber Liability Insurance Coverage

Limits of Liability:
min \$1,000,000 [as appropriate]

Certificate Holder- County of Lancaster
Attn: Purchasing Department, 150 North Queen Street,
Lancaster, PA 17603.