

may 28002

- 1) VENDOR ACCOUNT NAME *The Salvation Army*
- 2) VENDOR NUMBER – CURRENT *113766*
- 3) VENDOR NUMBER – PREVIOUS IF APPLICABLE
- 4) RESOLUTION NUMBER 10-C. 208
- 5) RESOLUTION DATE May 13, 2010
- 6) PROCUREMENT (RFP/SPEC/OTHER)
- 7) PURCHASE ORDER NUMBER
- 8) REQUEST FOR PROPOSAL (RFP)
- 9) PERFORMANCE BOND
- 10) PERFORMANCE BONDING COMPANY
- 11) SPECIFICATION NUMBER
- 12) CONTRACT START DATE July 1, 2009
- 13) CONTRACT END DATE June 30, 2010
- 14) CONTRACT EXTENSION
- 15) CODE/TYPE
- 16) LABOR & MATERIALS BOND
- 17) L & M BONDING COMPANIES
- 18) BUDGET NUMBER
- 19) DEPARTMENT SERVED Aging and Adult Services
- 20) SERVICE PROVIDED HSDF Services
- 21) STORAGE
- 22) DESTROY DATE
- 23) OTHER NOTES
- 24) TO ARCHIVES DATE

THE SALVATION ARMY – POTTSTOWN

HUMAN SERVICES DEVELOPMENT FUND AGREEMENT

2009-2010

CONTRACT NUMBER - 106285

AGREEMENT made as of July 1, 2009 by and between MONTGOMERY COUNTY HUMAN SERVICES ADMINISTRATION, having its principal office in Norristown, Pennsylvania, (hereinafter referred to as "County") and The Salvation Army, a corporation organized and existing under the laws of the State of New York, having its principal office at 440 West Nyack Road, West Nyack, NY 10994-0635 and duly authorized to conduct its affairs in the Commonwealth of Pennsylvania including without limitation, the programs and services located at 137 King Street, PO Box 378 Pottstown, PA 19464, (hereinafter referred to as "Subcontractor").

WITNESSETH

WHEREAS, the County has been designated by the Commonwealth of Pennsylvania to administer the Human Service Development Fund in the County of Montgomery; and,

WHEREAS, the County desires to establish and administer a comprehensive plan for services, programs and activities for low-income persons age eighteen to fifty-nine residing in the County of Montgomery; and,

WHEREAS, the County desires to provide services pursuant to Act 1994-78 (HSDF Act) and related Federal and state laws, and funds for this purpose have been appropriated by the Pennsylvania General Appropriations Act of 2009;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. TERM OF AGREEMENT

Subject to its other provisions and availability of Federal, State and County funds, the term of this Agreement shall commence on the 1st day of July, 2009 and terminate on the 30th day of June, 2010.

2. BINDING EFFECT OF FEDERAL, STATE AND COUNTY REGULATIONS

This Agreement is subject to the provisions of Federal, State and County laws and regulations, established for the provision of social services by each source of funding, currently in effect or which become effective during the term of this Agreement. Directives from the Montgomery County Human Services Administration (hereinafter referred to as "HSA") represent County regulations which shall be binding on Subcontractor.

3. TRAVEL EXPENSES

Living and travel expenses to be paid under terms of this Agreement will be reimbursed at no more than the prevailing State rates outlined in Appendix A attached hereto and made a part hereof. Prior written approval from the County must be obtained to receive reimbursement of the cost of travel outside the state. Itemized receipts must be obtained to support all claims submitted for living and travel expense reimbursement. These receipts must be available to support the audit. All such expenditures must be within the dollar limits of the approved budget. The County will adjust payment to Subcontractor for the amount of any disapproved expense.

4. COMPLIANCE WITH LAW AND LICENSING AND OTHER QUALITY OF SERVICE STANDARDS

Subcontractor hereby agrees that it will comply with all Federal, State and local fire, health, safety, sanitation and other statutes, ordinances, orders and rules and shall procure and keep in effect all licenses, permits, notices, insurances and food handlers' certifications as may, from time to time, be required by law or regulation, and shall post the same in permanent and conspicuous places within the service area or such other areas as might be required. Subcontractor further agrees to comply with all State and local licensing and approval standards. These standards include Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990; 25 PA Code §151 et seq., Environmental Health and Safety Regulations for food protection; 34 PA Code §50.1 et seq., Fire and Panic Regulations; Clean Streams Law, Act 394 of June 22, 1937, P.L. 1987, as amended; the Pennsylvania Solid Waste Management Act of

July 7, 1980, P.L. 380 as amended; and the Water Obstructions Act of June 25, 1913, P.L. 555, as amended.

Subcontractor agrees to comply with the provisions of the Davis-Bacon Act; Uniform Relocation Assistance and Real Property Acquisition Act; Clean Air Act; the Flood Disaster Protection Act and the Commonwealth Motor Vehicle Procurement Act. When applicable, the Subcontractor agrees to comply with the provisions of the Federal Hatch Act, the National Historic Preservation Act, Executive Order 11593 and the Archaeological and Historic Preservation Act. The Commonwealth's Standards of Integrity, reprinted in Appendix B, apply to Subcontractor named in this Agreement. As a condition of accepting and executing this Agreement, Subcontractor agrees to comply with 45 C.F.R. Parts 80, 84, and 91; 7 C.F.R. Part 15; and 28 C.F.R. Parts 35 and 42, 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.

5. **SERVICES TO BE PROVIDED**

Subcontractor shall provide the services described in this Agreement in detail in Exhibits A (Application) and B (Services) attached hereto and made a part hereof.

6. **PLACES WHERE SERVICES WILL BE PROVIDED**

Places where services will be provided and facilities in which services are to be provided are set forth in Exhibit A attached hereto and made a part hereof.

7. **ELIGIBILITY**

A. **Services to the 18-59 Population: In-Home Services**

Subcontractor understands that under this Agreement Homemaker, Chore and Adult Day Care services may be provided only to low-income adults between the ages of 18 and 59 who have been determined financially and clinically eligible by AAS Care Managers for service funded through the Human Services Development Fund (hereinafter referred to as the "HSDF").

B. **Other Adult Services and Generic Services to the 18-59 Population**

For the services Adult Placement, Counseling, Employment, Home-Delivered Meals, Housing, Life Skills Education, Service Planning, Case Management and Transportation, and for Generic Services, Subcontractor must accept responsibility for meeting the eligibility requirements for the provision of Adult Services funded through the HSDF established by 55 PA Code, Chapter 2050.31 to 2050.38 and set forth in Supplements A through C - HSDF Instructions and Requirements (Appendix C) attached hereto and made a part hereof.

Adult Services may not be provided until the Adult Services Eligibility Form (attached as Appendix D) has been signed and dated by the applicant. Eligibility is based on conditions of need and financial criteria. (Family Monthly Gross Income Levels are attached as Appendix E). The cost of providing Adult Services will be reimbursed under this Agreement only if such service is provided to individuals who have been determined eligible for service under the HSDF.

Generic Services must be provided in accordance with the definitions set forth in Supplement C of HSDF Instructions and Requirements, as attached hereto and made a part hereof.

C. Other Categorical Services to the 18-59 Population

For services funded by the HSDF under Social Services categorical programs (Aging, Children and Youth, Drug and Alcohol, Mental Health and Mental Retardation) Subcontractor is responsible to provide such services in accordance with the statutes, regulations and policies applicable to each named program.

D. Services to Homeless Persons

For services provided to homeless persons and funded by the Homeless Assistance Program (HAP) or the HSDF, Subcontractor is responsible to provide such services in accordance with the HAP Instructions and Requirements for the fiscal year covered by the terms of this contract.

E. Service Coordination

Activities funded as Service Coordination under HSDF must be coordinative in nature and must be undertaken for the purpose of improving the effectiveness of the County's categorical programs.

8. CONFIDENTIALITY

No information about a client or obtained from a client by Subcontractor shall be disclosed in a form that identifies the client without the informed consent of the client or his or her legal representative, unless the disclosure is required by court order or for other program monitoring by authorized Federal, State or local monitoring agencies. Informed consent will be in the form of written consent signed by the client or his/her legal representative.

9. REPORTING, MONITORING, MEETINGS

Subcontractor agrees to provide all required budgets, proposals, reports and financial statements to the County in accordance with County reporting schedules and such other forms as may be required by the County upon request. Consistent

failure by Subcontractor to provide required documents on a timely basis may jeopardize Subcontractor's eligibility for receipt of advance funds from County. Subcontractor agrees to attend all required meetings or training sessions. Subcontractor must be represented, at a minimum, at all meetings of the Montgomery County Collaborative for the region in which the Subcontractor's Montgomery County office is located, or the regions which are the primary focus of Subcontractor's service delivery under this Agreement. (Map of Collaborative Regions attached as Appendix F)

Subcontractor further acknowledges the right of the County and State or Federal personnel and other persons duly authorized by County to monitor program and facilities, including meeting with consumers or staff, and to review policies, service records, minutes or other relevant materials.

10. APPEALS

A. Clients receiving services other than Homeless Assistance Services under this Agreement must be notified of their right of appeal according to procedures described in Sections 2050.51 and 2050.52 of Supplements A – C HSDF Instructions and Requirements attached hereto and made a part hereof.

B. Persons receiving Homeless Assistance Services under this Agreement have the right to appeal according to the following procedures:

1. An appeal may be filed by any applicant for, or recipient of, service who has been denied assistance or has been terminated from service. At the time of intake, clients must be informed in writing of their right to appeal and of the availability of a review process at the County and State levels.
2. The client is not entitled to, but may receive, service during the time period of review.
3. Notice of adverse action shall be provided by the Subcontractor to the client in writing within thirty (30) days of the determination to deny/terminate service. Notice shall include the action being taken; the reason for the action; the effective date of the action; and the availability of an appeal process at the County and State levels. The first level of appeal is the County; however the client has the right also to appeal concurrently to the Pennsylvania Department of Public Welfare Office of Hearings and Appeals, P. O. Box 2675, Harrisburg, Pennsylvania 17105.
4. In the event of an adverse action, the client will be informed in writing of his/her right to appeal the action within thirty (30) days of the notice by addressing a written complaint to the Human Services Director stating the grounds upon which the complaint is based and the resolution requested

by the complainant. An offer of assistance in filing the complaint will be included with the notice of adverse action.

5. An Appeals Team designated by the Human Services Director will confer with all parties involved and will provide a recommended resolution in writing to the complainant, the Subcontractor and the DPW HSDF Administrator, within ten (10) working days from receipt of the Appeal.
6. Should a client believe the denial or termination of service is founded on discrimination based on race, color, religious creed, ancestry, national origin, age, sex or handicap, such client must be informed of his/her right to appeal to the Human Relations Commission.
7. In the event of termination, every attempt should be made to provide a warning or advance notice when possible, and to assist in finding alternative shelter for clients affected.

11. RELATIONSHIP TO COUNTY

Neither Subcontractor nor any of its employees shall be deemed to be employees of the County and under no circumstances shall the County be responsible for the acts of Subcontractor or any of Subcontractor's employees. In all things undertaken by the parties hereto it is specifically understood and agreed that the Subcontractor is and shall be and shall remain at all times during the term of this Agreement an independent contractor and not the servant, agent or employee of the County.

Subcontractor agrees to indemnify, defend and save harmless the County, its officers, agents and employees: (a) from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other persons, firms or corporations furnishing or supplying work, service, materials or supplies in connection with the performance of this Agreement; and (b) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subcontractor in the performance of this Agreement; and (c) against any liability, including costs and expenses, for violation of proprietary rights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data; and (d) against all audit exceptions arising from Subcontractor's violation of the terms and conditions of this contract.

The Subcontractor shall make restitution to the County of such amounts of money which are withheld from the County due to the Subcontractor's non-compliance.

Restitution shall be made no later than thirty (30) days after receipt of notification from the County that said monies are due the County.

12. INSURANCE

Subcontractor shall perform its services under this Agreement as an independent contractor and shall provide public liability, property damage and 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 Subcontractor's operations under the terms of this Agreement. Subcontractor shall accept full responsibility for the payment of premiums for workers' compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION IN SERVICE PROVISION

Subcontractor expressly agrees to comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission (16 PA Code Ch. 49); Title VI of the Civil Rights Act of 1964, as amended; the Pennsylvania Human Relations Act, as amended (43 P.S. Section 951, et seq.); Executive Order No. 11246, as amended by Executive Order No. 11375; and Executive Order No. 1984-1 (issued by the Governor, February 16, 1984), so that during the term of this Agreement, Subcontractor agrees as follows:

- A. Subcontractor shall not discriminate against any employee, applicant for employment or any independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap.
- B. Subcontractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
- C. Subcontractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by County setting forth the provisions of this non-discrimination clause (attached as Appendix G).
- D. Subcontractor shall in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for

employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

- E. Subcontractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment utilized by Subcontractor.
- F. It shall be no defense to a finding of non-compliance with this non-discrimination clause that Subcontractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that Subcontractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- G. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Subcontractor will be unable to meet its obligations under this non-discrimination clause, Subcontractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
- H. Subcontractor shall comply with all State and Federal laws prohibiting discrimination in hiring or employment opportunities. Subcontractor shall comply with the provisions of President's Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the U.S. Secretary of Labor, and with the provisions of Governor's Executive Order No. 1984-1 of February 16, 1984, and of the rules, regulations and relevant directives thereto. In the event of Subcontractor's non-compliance with the non-discrimination clause of this Agreement or with any such rules, regulations or laws, this Agreement may be terminated or suspended, in whole or in part, and Subcontractor may be declared temporarily ineligible for further County agreements, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or as otherwise provided by law.
- I. Subcontractor shall furnish all information, necessary employment documents and records to, and permit access to its books, records and accounts by the County and the Human Relations Commission, for purposes of investigation to ascertain compliance with provisions of this clause. If Subcontractor does not possess documents or records reflecting the necessary information requested,

it shall furnish such information on reporting forms supplied by the County or the Human Relations Commission. Subcontractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or rules pursuant thereto and will permit access to its books, records and accounts by DPW and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- J. Subcontractor shall actively recruit minority contractors or subcontractors with substantial minority representation among their employees.
- K. Subcontractor will take such action with respect to any contract or purchase order as DPW may direct as a means of enforcing such provisions, including sanctions for non-compliance; PROVIDED, however, that in the event Subcontractor becomes involved with or is threatened with litigation with a contractor or vendor as a result of such direction of DPW, Subcontractor may request the United States, the Commonwealth of Pennsylvania or DPW to enter into such litigation to protect their respective interests.
- L. Subcontractor shall include the provisions of this non-discrimination clause in every contract, so that such provisions will be binding upon each contractor.
- M. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Ch. 49.
- N. Subcontractor's obligations under this clause are limited to the Subcontractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside Pennsylvania, the facilities at which such goods are actually produced.
- O. 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.
- P. If this Agreement is for the provision of service to individuals or families, Subcontractor will not, on the ground of race, color, religious creed, ancestry, national origin, age, sex or handicap:
 - 1. Deny an individual any service or other benefits provided under the program;
 - 2. Provide to an individual any services or other benefits which are different or are provided in a different manner, from that provided to others under the program;

3. Subject an individual to segregation or separate treatment in any manner related to his receipt of any service or other benefits provided under the program;
 4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving services or other benefits provided under the program;
 5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive services or other benefits provided under the program;
 6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so in a manner which is different from that afforded others under the program;
 7. Make distinction in relation to use of physical facilities, intake and application procedures, caseload assignments, determination of eligibility, the amount and types of aid, service or other benefit under the program, and the use thereof.
- Q. Subcontractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situations in which, such services or other benefits will be provided under the program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, national origin or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, national origin, or handicap.

Subcontractor also agrees that funds awarded by this agreement shall not be used to hold meetings, conferences, training sessions or other gatherings at any facility such as a country club, lodge, or other private club which excludes or restricts membership of individuals on account of race, color, religion, national origin, ancestry or sex.

Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. §§35.101 et seq., Subcontractor 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 activities provided for under this Agreement. As a condition of accepting and

executing this Agreement, Subcontractor 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.

14. **PARTICIPATION OF MINORITIES AND TARGET POPULATIONS**

Subcontractor agrees to make specific efforts to serve low-income minority individuals at least in proportion to their numbers in the Subcontractor's service area(s) and also to serve those who are disabled and isolated or residing in rural areas in the area served by the provider.

15. **PAYMENT**

All payments by the County will be made in accordance with the Contract Amount and Payment Provisions Schedule which is attached hereto, made a part hereof and marked as Exhibit B and are contingent upon the availability of Federal, State and County funds and Subcontractor's compliance with all the terms, provisions and conditions of this Agreement.

16. **AUDIT**

A. Subcontractors receiving no Federal funding:

1. Subcontractors receiving \$500,000 or more under this Agreement shall provide to AAS audit results on an annual basis.
2. Subcontractors receiving \$500,000 or less under this Agreement shall submit audit results on a biennial basis.
3. Audit results must be submitted no later than 135 days after Subcontractor's year-end.
4. Subcontractors shall schedule and budget for the use of an independent registered/certified public accountant to carry out the audits. When public accountants perform the audit, only certified public accountants or public accountants licensed on or before December 31, 1970, or persons working for a certified public accountant or a public accounting firm licensed on or before December 31, 1970, shall be engaged.

5. **Audit Standards:**

The audit is to be performed in conformity with generally accepted auditing standards. The purpose of the audit is to insure that Subcontractors have established accounting systems and associated internal controls that enable conclusions to be drawn by the independent auditor that funds and expenditures of the Subcontractor are controlled in accordance with

contract and grant provisions, program regulations and guidelines and generally accepted accounting principles.

- a. A schedule of functional expenses by cost center must be included in the audit report and be in the same format as the monthly statements furnished to the County.
- b. The report shall include: (1) The Auditor's opinion statement; (2) financial statements; (3) statement of cash flows; (4) notes to financial statements; (5) schedule of Project Income (if applicable); and (6) statement of units of service provided.
- c. County reserves the right to request performance of or to perform additional audit of financial/compliance, economy/efficiency or program results nature, as deemed necessary.

B. Subcontractors receiving Federal funding:

1. Subcontractors receiving \$500,000 or more under this Agreement will submit audit results on an annual basis. Subcontractor is a subrecipient as defined by OMB Circular A-133 and OMB Circular A-110.
2. Subcontractors receiving less than \$500,000 under this Agreement will submit audit results on a biennial basis.
3. Audit results must be submitted no later than 135 days after Subcontractor's year-end.
4. Subcontractors shall schedule and budget for the use of an independent registered/certified public accountant to carry out financial and compliance audits. When public accountants perform the audit, only certified public accountants or public accountants licensed on or before December 31, 1970, or persons working for a certified public accountant or a public accounting firm licensed on or before December 31, 1970, shall be engaged.
5. The purpose of the audit is to insure that Subcontractors have established accounting systems and associated internal controls that enable conclusions to be drawn by the independent auditor that funds and expenditures of the Subcontractors are controlled in accordance with contract and grant provisions, program regulations and guidelines and generally accepted accounting principles. Both Subcontractors and their independent auditors should be aware and knowledgeable of such and indicate that the audit was performed under the principles and practices of the following:
 - a. The Single Audit Act and the Single Audit Act Amendments of 1996;

- b. The DPW Single Audit Supplement;
 - c. U.S. GAO's Standards for Audit of Government Organizations, Programs, Activities and Functions;
 - d. OMB Circular A-110;
 - e. OMB Circular A-133.
6. County reserves the right to request performance of or to perform additional audits of a financial/compliance, economy/efficiency or program results nature, as deemed necessary.
 7. Whenever the audit period spans more than one state fiscal year (7/1-6/30), the financial statement of questioned costs must indicate to which fiscal year the findings apply.
 8. Schedule of functional expenses by cost center must be shown in the same format as the monthly statements furnished to the County.

C. Additional Requirements:

1. Whenever the Subcontractor's fiscal year spans more than one state fiscal year (7/1 – 6/30), the audit report must include the basis financial statements as of the end of state fiscal year being covered.
2. If audited statements furnished are for a year end other than June 30, a separate schedule of functional expenses covered for the twelve (12) month period ended June 30 will also be required.
3. If less than twenty-five (25) percent of Subcontractor's funding is from the County, copy of management advisory letter is not compulsory.

17. EXAMINATION AND RETENTION OF RECORDS

- A. Subcontractor agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed or payment is made under the provisions of this Agreement. If Subcontractor is not a public body, Subcontractor agrees to maintain books, records, documents and other evidence of accounting procedures and practices which comply with the nationally accepted Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, as published by the National Health Council and the National Social Welfare Assembly, 1974.
- B. Subcontractor agrees to make available at the office of the Subcontractor at all

reasonable times during the term of this Agreement and the period set forth in subparagraph (D) below, any of the records for the inspection, audit or reproduction by any authorized representative of the Secretary of the Department of Public Welfare or the Auditor General or Federal or County Auditors.

- C. In the event that the representative of the Secretary of Public Welfare, the Auditor General, or any of his duly authorized representatives or Federal or County auditors determines that the audit of the amount reimbursed under this Agreement as transportation costs will be made at a place other than the office of the Subcontractor, the Subcontractor agrees to deliver, with the reimbursement voucher covering such charges, or as may be otherwise specified within four (4) years after reimbursement of charges covered by any such voucher, to representatives as may be designated for that purpose through the County, such documentary evidence in support of transportation costs as may be required by the auditors.
- D. Except for documentary evidence delivered to the Commonwealth or County pursuant to subparagraph (C) above, Subcontractor shall preserve and make available its records for a period of four (4) years from the date of final payment under this Agreement, and for such period, if any, as is required by applicable statute or regulation, by any other paragraph of this Agreement, or by paragraphs (1) or (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 four (4) 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 and expenses of this Agreement as to which exception has been taken by the auditors, shall be retained by Subcontractor until such litigation, claims, or exceptions have reached final disposition.
- E. Except for documentary evidence delivered pursuant to subparagraph (C) above, and the records described in subparagraph (D)(2) above, Subcontractor may, in fulfillment of the obligation to retain records as required by this paragraph, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of four (4) years following the last day of the month of reimbursement to Subcontractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth or County with the concurrence of the auditors.

18. PROGRAM RECORDS

- A. Subcontractor agrees to maintain program records required by the County and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by State and Federal personnel and other persons duly authorized by the County.
- B. Subcontractor agrees to maintain program statistical records required by the County and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, the County.
- C. Subcontractor shall preserve and make available its program records for a period of four (4) years from the date of final payment under this Agreement, and for such period, if any, as is required by applicable statute or regulation, by any other paragraph of this Agreement, or by paragraphs (1) or (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 four (4) 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 and expenses of this Agreement as to which exception has been taken by the auditors, shall be retained by Subcontractor until such litigation, claims, or exceptions have reached final disposition.

19. RIGHTS IN DATA: COPYRIGHTS AND DISCLOSURE

- A. Definition: The term "data", as used herein, includes written reports, drawings, studies and work of any similar nature which is required to be delivered under this Agreement. It does not include Subcontractor's financial reports or other information incidental to Agreement administration.
- B. Rights in Data: Data submitted to and accepted by the County under this Agreement shall be the property of the County and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the County.
- C. Copyrights: Subcontractor relinquishes any and all copyrights and/or privileges to data developed under this Agreement. Subcontractor shall not include in the data any copyrighted matter without the written approval of the County unless Subcontractor provides the County with written permission of

the copyright owner for the County to use such copyrighted matter in a manner provided herein.

- D. Subcontractor shall defend any suit or proceeding brought against the County 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 Subcontractor, PROVIDED, nevertheless, that the County shall provide prompt notification in writing of such suit or proceedings, together with full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. If principles of governmental or public law are involved, the County may participate in the defense of any such action.

Subcontractor shall pay all damages and costs awarded therein against the County. If information and assistance are furnished by the County at Subcontractor's written request, it shall be at Subcontractor's expense, but the responsibility for such expense shall be only that within Subcontractor's written request. If any of the materials, reports, studies or computer programs provided by Subcontractor are held to constitute infringement and the use or publication thereof is enjoined in such suit or proceeding, Subcontractor 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 that they are no longer infringing. The obligations of Subcontractor under this paragraph continue without time limit.

20. **FIXED ASSETS, PROPERTY AND SUPPLIES**

- A. A fixed asset is defined as a major item of equipment which has a useful life of more than one year, or which can be used repeatedly without materially changing or impairing its physical condition with normal repair, maintenance or replacement of components.
- B. All fixed asset purchases under this Agreement must receive prior written approval by the HSA.
- C. Human Services Development Fund Programs
1. Ownership of equipment with a unit purchase price over \$500 acquired with HSDF funds shall remain with the County during the term of the grant.
 2. Funds shall not be used to purchase or improve land, or to purchase, construct, or permanently improve any building or other facility.
 3. Upon termination or cancellation of the grant, property which has

remaining useful life and to which the County holds title shall be returned to the County for disposition.

D. Homeless Assistance Programs

1. Title to fixed assets with a unit price over \$300 acquired for Homeless Assistance Programs funded by the HAP or by the HSDF shall remain with the Subcontractor during the term of this Agreement.
2. Upon termination or cancellation of this Agreement, disposition of property which has a remaining useful life and to which Subcontractor holds title shall be according to the following provisions at the discretion of County:
 - a. County may use the property in the original Grant program as long as there is a need for such property to accomplish the purpose of the program, whether or not the program continues to be supported by State funds.
 - b. County may transfer such property at no cost to another county designated by DPW.
 - c. County may acquire the property by reimbursing DPW for the remaining useful life of the property on the basis of an independent third-party appraisal. Depreciation tables may be substituted for an independent appraisal whenever feasible.
 - d. County may sell the property and reimburse DPW for its appropriate share.

21. CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

Subcontractors receiving \$100,000 or more under this Agreement will complete and return to HSA within ninety (90) days Certification Regarding Lobbying form attached hereto as Appendix H and, if appropriate, completed Disclosure of Lobbying Activities form also attached, in accordance with requirements of Section 1352, Title 31, U.S. Code.

22. TERMINATION OF AGREEMENT

If, through any cause, Subcontractor shall fail to fulfill in timely or proper manner its obligations under this Agreement, or if Subcontractor shall violate any of the covenants or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subcontractor of such termination and specifying the effective date thereof, at least sixty (60) 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 Subcontractor under this Agreement shall, at the option of the County, become its property, and Subcontractor shall be entitled to receive just and equitable

compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Subcontractor shall not be relieved of liability to the County for damages sustained by the County by virtue, in any manner or degree, of Subcontractor's performance of its services hereunder.

If, for any reason, Subcontractor should wish to terminate this Agreement prior to its expiration date, Subcontractor will give County a minimum of ninety (90) days written notice of its intention to terminate.

23. GENERAL

- A. The parties shall execute from time to time any further instruments which may reasonably be necessary or reasonably be deemed advisable to effectuate fully and carry out all provisions of this Agreement.
- B. The failure of County to exercise any right, option, or remedy available hereafter, or to insist upon strict compliance by Subcontractor with the terms and conditions of this Agreement, shall not constitute a waiver of such right, option, or remedy, or such terms and conditions, with respect to any other prior or contemporaneous breach or any subsequent breach, or a waiver of the right of County to require thereafter strict compliance with all terms and conditions of this Agreement. No waiver shall be effective unless in writing and executed by a duly authorized employee of County, and then only in accordance with the terms of such writing.
- C. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof, superseding all prior or contemporaneous understandings or communications of any kind. It may not be altered, modified, or amended except by a writing signed by authorized representatives of both parties. All items incorporated by reference are physically attached hereto and made a part hereof.
- D. This Agreement, its construction, validity and effect, its interpretation, performance and enforcement and the remedies therein shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania.

24. ASSIGNABILITY

Subcontractor 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 County thereto, which shall be attached to the original Agreement, and subject to such conditions and provisions as the County may deem necessary. No such approval by the County of any assignment shall be


deemed in any event or in any manner to provide for the incurrence of any obligation of the County in addition to the total agreed-upon price: PROVIDED, however, that claims for compensation due or to become due Subcontractor from the County 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.

A change of name by Subcontractor, following which the Subcontractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Subcontractor shall give the County written notice of any such change of name.

25. EFFECTIVE DATE

This Agreement becomes effective on the date on which the Agreement secures final approval from all necessary officials or the date which is stated herein to be the beginning date of the term of the Agreement, whichever is later.

Approved as to form:



Solicitor

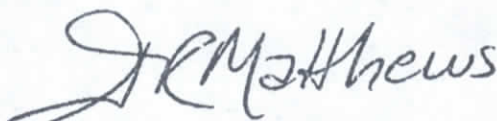
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized, the day and year first above written.

Dated this 1st day of July, 2009.

MONTGOMERY COUNTY HUMAN SERVICES ADMINISTRATION

SEAL:

BY:



Chairman, County Commissioners



Chief Clerk



Human Services Director

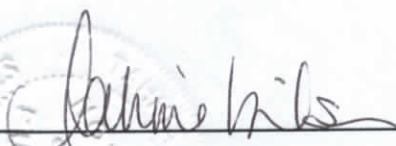
THE SALVATION ARMY

SEAL:

BY:



Thomas A. Schenk, Secretary



TAHNIA WILSON
Notary Public, State of New York
No. 01W16213088
Qualified in Rockland County
Commission Expires November 2, 2013



Richard D. Allen, Assistant Secretary-Legal

SALVATION ARMY-POTTSTOWN

EXHIBIT B-2

2009-2010

CONTRACT AMOUNT AND PAYMENT PROVISIONS SCHEDULE

Subject to the availability of Federal, State and County funds, the County will make payment to Subcontractor for services validly attributable to the Contract in accordance with Subcontractor's approved budget covering program costs as listed below.

- a. Receipt of funds from County by advance or payment does not constitute earning of funds. Entitlement to payment is only earned when an allowable cost is incurred and documented. Any unearned funds paid to Subcontractor shall be repaid by check to County upon demands.
- b. The County will participate in expenditures up to a maximum contract cost of \$161,334 for the provision of HSDF Emergency Shelter Services
- c. Subcontractor agrees to raise \$N/A in kind to share in contract costs of services listed in (b) above.
- d. Montgomery County Human Service Administrations share of the contract cost (net contract cost) will not exceed \$161,334 for services listed in (b) above.
- e. Subcontractor agrees to collect voluntary contributions for services (i.e., Project Income) from service recipients and to report and forward such Project Income to County on a monthly basis. Subcontractor agrees that anticipated Project Income will total approximately \$N/A.
- f. Upon execution of the Agreement, Subcontractor may be paid an advance not to exceed twice their average monthly payment based on the contract cost stated in (d) above. Total payment for services provided in the contract year will in no case, however, exceed the contract amount in (d) above.
- g. Invoicing by Subcontractor shall be as follows:

Not later than the tenth (10th) day of the second month of the term of this Agreement and not later than the tenth (10th) day of each month thereafter, Subcontractor will submit directly to the County a detailed invoice indicating actual costs for services provided in the previous month. Invoices shall be prepared on the form provided by the County and shall be accompanied by such forms as may be prescribed by the County for program reporting. Quarterly interim statements may be required by County.
- h. As soon as possible after receipt of Subcontractor's invoice, County will make payment to Subcontractor for services authorized by AAS and provided by Subcontractor.
- i. Payments will be made on the basis of actual invoiced costs until the cumulative costs invoiced equal the contract cost.

- j. Within ten (10) days of the end of the term of this Agreement, Subcontractor shall submit a final invoice setting forth the actual cost for the entire term of this Agreement, together with a supporting detailed statement of cost. The County and Subcontractor shall adjust by payment from one party to the other any amounts due or overpaid under the Agreement after audit report is received and reviewed.**
- k. Within five (5) months from the start of the contract, the County will evaluate the Subcontractor's performance in relation to their ability to reach the anticipated service goals to the target population. Consistent failure to reach the targeted population may result in reduced funding.**
- l. Where applicable, County will also review, within five (5) months from the start of the contract, Subcontractor's performance with regard to their congregate meal program. Serious underserving in this program (15% or more) may be a cause for contract Amendment and reduction of contract cost by the actual amount of excess funds assigned to the congregate meal program. Subcontractor agrees that 60¢ of the cost of each meal served in its meal program will be spent exclusively for products made or produced in the USA.**
- m. Subcontractor may not reallocate funds between budgeted line items except as approved by the County. Necessary reallocations and budget revisions will be considered at least once annually.**

REIMBURSEMENT RATES

With respect to allowable reimbursable travel rates under the Cooperative Agreement the following have been established:

TRAVEL

When travel is by personal automobile, reimbursement to an employee will be made up to the rate of \$0.55 per mile January 1, 2009 for all mileage traveled.

The Commonwealth mileage reimbursement allowance is based on the mileage reimbursement rate established by the Federal General Services Administration (GSA). When the GSA mileage reimbursement rate is increased or decreased, the Commonwealth mileage reimbursement allowance will be increased or decreased on the same day as the GSA effective date.

LODGING

The lodging rate allowances listed below are to be used by employees to incur overnight lodging expenses:

<u>City Location</u>	<u>County</u>	<u>Allowance</u>
Allentown	Lehigh	\$80 plus tax
Beaver Falls	Beaver	\$75 plus tax
Chester/Radnor	Delaware	\$100 plus tax
Gettysburg	Adams	\$101 plus tax
Harrisburg	Dauphin	\$85 plus tax
King of Prussia/ Fort Washington	Montgomery	\$114 plus tax
Lancaster	Lancaster	\$83 plus tax
Mechanicsburg	Cumberland	\$75 plus tax
Mercer	Mercer	\$75 plus tax
Philadelphia	Philadelphia	\$138 plus tax
Pittsburgh	Allegheny	\$100 plus tax
Reading	Berks	\$78 plus tax
Scranton	Lackawanna	\$75 plus tax
Warminster	Bucks	\$75 plus tax
Valley Forge/Malvern	Chester	\$106 plus tax
All Other Locations	PA/U.S.	\$60 plus tax

When lodging cannot be located with a reasonable effort within these maximums, they may be exceeded. Lodging costs in excess of maximums must have a complete explanation included on the travel expense voucher.

SUBSISTENCE

Reimbursement for meals and other subsistence expenses is allowed to a maximum of \$28.00 effective January 1, 1997. This includes tips plus sales tax, for each 24-hour period spent in a continuous overnight travel status. The 24-hour period begins at any time of day or night that the employee leaves headquarters or residence to embark upon overnight travel on official business.

An allowance of \$7.00 is also granted for half or more of each six-hour period spent in a required travel assignment on a day not part of the employee's regular work schedule. The six-hour period need not have been immediately preceded by and in connection with a 24-hour travel period. Such allowances cannot exceed the full-day rate of \$28.00. Reimbursement is calculated as follows:

0 to less than 3 hours	\$ 0.00
3 to less than 9 hours	\$ 7.00
9 to less than 15 hours	\$ 14.00
15 to less than 21 hours	\$ 21.00
21 to 24 hours	\$ 28.00

Overnight travel not part of a full 24-hour period will be divided into six-hour periods. The six-hour periods need not have been immediately preceded by and in connection with a 24-hour travel period. An employee on overnight travel status under these conditions will be eligible for an allowance of \$7.00 for half or more of each six-hour period. Reimbursement will not exceed the full-day rate of \$28.00. Reimbursement is calculated as follows:

0 to less than 3 hours	\$ 0.00
3 to less than 9 hours	\$ 7.00
9 to less than 15 hours	\$ 14.00
15 to less than 21 hours	\$ 21.00
21 to 24 hours	\$ 28.00

STANDARDS OF INTERGRITY

A. Definitions

1. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 2. 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 prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 3. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
 4. Financial interest means:
 - (a) ownership of more than a 5% interest in any business; or
 - (b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 5. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.
- B. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- C. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.
- D. The contractor shall not, in connection with this or any other agreement with the Commonwealth, 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 officer or employee of the Commonwealth.
- E. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly offer, give, or agree or promise to give any gratuity for the benefit of or at direction or request of any officer or employee of the Commonwealth.
- F. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, and

gratuity from any person in connection with the performance of work under this agreement except as provided therein.

- G. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- H. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- I. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
- J. The contractor shall, upon request of the Office of State Inspector General, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the contractor of, concerning, and referring to his enforcement of these provisions.
- K. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreements with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor from doing business with Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one 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.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
OFFICE OF SOCIAL PROGRAMS**

**HUMAN SERVICES
DEVELOPMENT FUND**

**INSTRUCTIONS
AND
REQUIREMENTS**

These instructions have been forwarded to your agency via email. If you have not received the email, please contact Laina Schgier, Program Specialist, at 610-278-3605

HUMAN SERVICES DEVELOPMENT FUND ADULT SERVICES ELIGIBILITY FORM

SECTION I - IDENTIFYING INFORMATION

1. NAME OF APPLICANT (Last, First, Middle Initial)	TELEPHONE NUMBER
ADDRESS (Street, Road, Avenue - City or Town, State)	ZIP CODE
COUNTY	

2. FAMILY COMPOSITION (If the space below is insufficient, list additional Family Members on a separate sheet of paper.)

LINE NO.	NAME - (Last, First, Initial) (Include Applicant)	RELATIONSHIP TO APPLICANT	BIRTHDATE			SEX	MED, SVCS ELIG. CARD LINE NO. (If Applicable)
			Mo.	Day	Yr.		
1							
2							
3							
4							
5							
6							

SECTION II - ELIGIBILITY INFORMATION

	DETERMINATION A	DETERMINATION B	DETERMINATION C
1. APPLICANT MEETS AGE REQUIREMENTS?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. IS APPLICANT A COUNTY RESIDENT?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
3 - a. INCOME: Does applicant possess an ACCESS (Medical Assistance Card)? Document Card Nos. & Call EVS to Confirm Eligibility : 1-800-766-5387	<input type="checkbox"/> YES <input type="checkbox"/> NO	RECIP NO.: CARD ISSU NO.: DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO	RECIP NO.: CARD ISSU NO.: DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
Specify: Verification Date you Entered & EVS Responses of Birthdate (BD), Gender (G), & MA Codes: Health Care Benefits (HCB), Category ©, & Program Status (P)	MO. DAY YEAR BD. G: HCB: CAT: PS:	MO. DAY YEAR BD. G: HCB: CAT: PS:	MO. DAY YEAR BD. G: HCB: CAT: PS:
ELIGIBLE for HSDF Services per EVS? (If no, use 3b.)	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

3-b.	Line No. Sec. 1 Item 2)	SPECIFIC SOURCE OF INCOME	MONTHLY GROSS AMOUNT	EXPLANATION
A				
		TOTAL FAMILY MONTHLY GROSS INCOME		TOTAL FAMILY SIZE
		LESS MEDICAL EXPENSES EXCLUSION (See s2050.73)		INCOME ELIGIBLE?
		TOTAL FAMILY ADJ. MONTHLY GROSS INCOME		<input type="checkbox"/> YES <input type="checkbox"/> NO
B				
		TOTAL FAMILY MONTHLY GROSS INCOME		TOTAL FAMILY SIZE
		LESS MEDICAL EXPENSES EXCLUSION (See s2050.73)		INCOME ELIGIBLE?
		TOTAL FAMILY ADJ. MONTHLY GROSS INCOME		<input type="checkbox"/> YES <input type="checkbox"/> NO
C				
		TOTAL FAMILY MONTHLY GROSS INCOME		TOTAL FAMILY SIZE
		LESS MEDICAL EXPENSES EXCLUSION (See s2050.73)		INCOME ELIGIBLE?
		TOTAL FAMILY ADJ. MONTHLY GROSS INCOME		<input type="checkbox"/> YES <input type="checkbox"/> NO

4. NEED FOR SERVICE	Does the applicant meet all applicable need criteria?	A	<input type="checkbox"/> YES <input type="checkbox"/> NO	B	<input type="checkbox"/> YES <input type="checkbox"/> NO	C	<input type="checkbox"/> YES <input type="checkbox"/> NO
	Is the applicant's service need documented in the client record?		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Written documentation must be maintained in the Client record to establish that the client needs the service, and that all applicable criteria, categories or conditions of need are met.</i>							

SECTION III - SERVICE INFORMATION

LINE NO.	SERVICE REQUESTED	DATE REQUESTED	LINE NO.	SERVICE REQUESTED	DATE REQUESTED

SECTION IV - AFFIRMATION INFORMATION

I HERBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION CONTAINED HEREIN IS TRUE, CORRECT AND COMPLETE. I AGREE TO REPORT ANY CHANGES IN CIRCUMSTANCES IMMEDIATELY TO THIS SERVICE PROVIDER. I UNDERSTAND THAT DOCUMENTATION OF ALL ELIGIBILITY FACTORS MAY BE REQUIRED TO DETERMINE LEGIBILITY CORRECTLY OR FOR AUDITING PURPOSES. I UNDERSTAND THAT I HAVE A RIGHT TO REQUEST A DEPARTMENT OF PUBLIC WELFARE FAIR HEARING. THIS AFFIRMATION STATEMENT COVERS ALL ATTACHMENT REQUIRES FOR THE DETERMINATION OF ELIGIBILITY UNDER THE HUMAN SERVICES DEVELOPMENT FUND.

A	SIGNATURE OF APPLICANT OR PERSON ACTING ON APPLICANTS BEHALF		SIGNATURE OF INTERVIEWER	
	SIGNATURE _____ DATE _____		SIGNATURE _____ DATE _____	
B	BEHALF		SIGNATURE OF INTERVIEWER	
	SIGNATURE _____ DATE _____		SIGNATURE _____ DATE _____	
C	BEHALF		SIGNATURE OF INTERVIEWER	
	SIGNATURE _____ DATE _____		SIGNATURE _____ DATE _____	
REASON FOR SIGNATURE IF OTHER THAN APPLICANT.			PROVIDER AGENCY NAME	
Date Signed - must be entered or application is not valid.			ADDRESS	

SECTION V - ELIGIBILITY DETERMINATION/REDETERMINATION DECISION

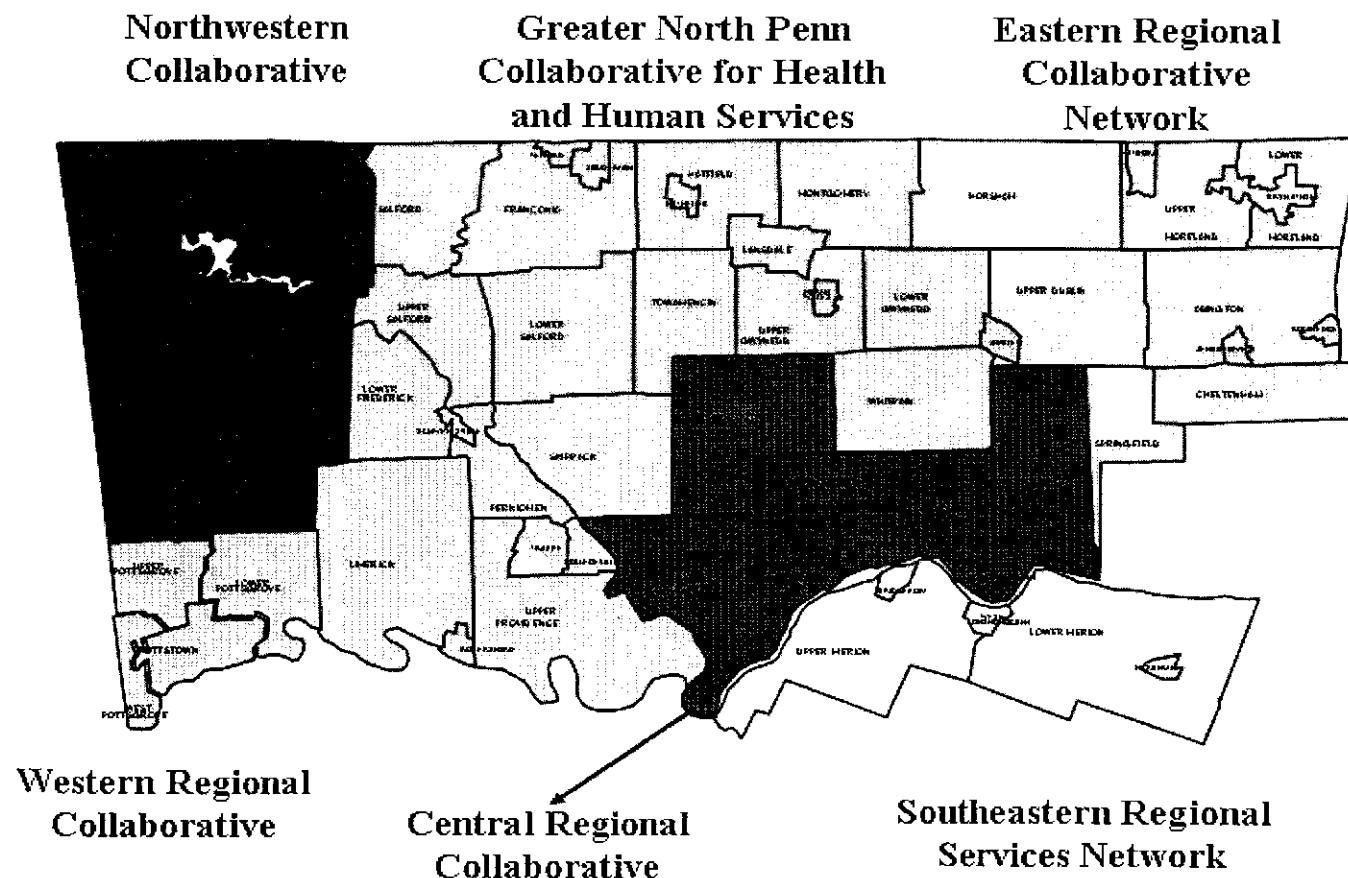
A	DATE ELIGIBILITY DETERMINED			DETERMINED BY			
	ELIGIBILITY STATUS	<input type="checkbox"/> ELIGIBLE	<input type="checkbox"/> INELIGIBLE	APPLICANT NOTIFIED	DATE	REDETERMINATION DUE	DATE
	ELIGIBILITY (EXPLAIN)						
B	DATE ELIGIBILITY DETERMINED			DETERMINED BY			
	ELIGIBILITY STATUS	<input type="checkbox"/> ELIGIBLE	<input type="checkbox"/> INELIGIBLE	APPLICANT NOTIFIED	DATE	REDETERMINATION DUE	DATE
	ELIGIBILITY (EXPLAIN)						
C	DATE ELIGIBILITY DETERMINED			DETERMINED BY			
	ELIGIBILITY STATUS	<input type="checkbox"/> ELIGIBLE	<input type="checkbox"/> INELIGIBLE	APPLICANT NOTIFIED	DATE	REDETERMINATION DUE	DATE
	ELIGIBILITY (EXPLAIN)						

FAMILY MONTHLY GROSS INCOME LEVELS
(Based on Federal Poverty Income Guidelines)

Family Size	80 % of Poverty (ESA Payment)	100% of Poverty	125% of Poverty (HSDF-Care Mgt.)	135%	150% of Poverty	185%	200% of Poverty (HAP)	250% of Poverty (HSDF-InHome)	300%
1	722 8664	903 10830	1128 13538	1218 14621	1354 16245	1670 20036	1805 21660	2256 27075	2708 32490
2	971 11656	1214 14570	1518 18213	1639 19670	1821 21855	2246 26955	2428 29140	3035 36425	3643 43710
3	1221 14648	1526 18310	1907 22888	2060 24719	2289 27465	2823 33874	3052 36620	3815 45775	4578 54930
4	1470 17640	1838 22050	2297 27563	2481 29768	2756 33075	3399 40793	3675 44100	4594 55125	5513 66150
5	1719 20632	2149 25790	2687 32238	2901 34817	3224 38685	3976 47712	4298 51580	5373 64475	6448 77370
6	1969 23624	2461 29530	3076 36913	3322 39866	3691 44295	4553 54631	4922 59060	6152 73825	7383 88590
7	2218 26616	2773 33270	3466 41588	3743 44915	4159 49905	5129 61550	5545 66540	6931 83175	8318 99810
8	2467 29608	3084 37010	3855 46263	4164 49964	4626 55515	5706 68469	6168 74020	7710 92525	9253 111030
For Family or Budget Group Units with more than 8 members, add for each additional member (yearly figure)	\$ 2,992.00	\$ 3,740.00	\$ 4,675.00	\$ 5,049.00	\$ 5,610.00	\$ 6,919.00	\$ 7,480.00	\$ 9,350.00	\$ 11,220.00

Note: the large number in bold print are the monthly figures.

Montgomery County Collaborative Regions



State Contractor's Nondiscrimination Notice

The equal employment opportunity requirements of the Commonwealth's affirmative action-contract compliance program for state contractors covers all employment practices which include hiring, recruitment placement, selection for training, promotion and compensation.

State contractors and their subcontractors must ensure that applicants and employees are not discriminated against on the basis of race, color, religious creed, ancestry, national origin, age, disability, sex, sexual orientation or union membership. Compliance reviews are conducted by the Commonwealth to insure that these requirements are met.

Our company is a state contractor and is committed to the principles of EQUAL EMPLOYMENT OPPORTUNITY for all person and AFFIRMATIVE ACTION. We have agreed to the NONDISCRIMINATION Clause in our contract in accordance with the Commonwealth requirements.

Employees of our company who would like to receive additional information about the nondiscrimination requirements should contact the personnel of this company or:

The Bureau of Affirmative Action
Commonwealth of Pennsylvania
Office of Administration
Room 510, Finance Building
Harrisburg, Pennsylvania 17120
Telephone: (717) 783-1130

CONTRATISTAS AVISO CONTRA LA DISCRIMINATION

LOS REQUISITOS ESTATALES SOBRE IGUALDAD EN OPORTUNIDADES D EMPLEO BAJO EL PROGRAMA DE ACCION AFIRMATIVA, RESPECTO A CONTRATOS OTORGADOS POR EL ESTADO A CONTRATISTAS Y SUBCONTRATISTAS, CUBREN TODAS LAS PRACTICAS DE EMPLEO, INCLUYENDO: RECLUTAMIENTO, ASIGNACION DE TRABAJOS, ENTRENAMIENTO, PROMOCION Y COMPENSACION.

LOS CONTRATISTAS QUE TIENEN CONTRATOS ESTATALES Y SUS SUBCONTRATISTAS DEBEN ASEGURARSE QUE SUS EMPLEADOS Y LOS SOLICITANTES DE EMPLEOS NO SEAN DISCRIMINADOS EN BASE A SU RAZA, COLOR, RELIGION, FAMILIA, NACIONALIDAD, EDAD, IMPEDIMENTO, SEXO, ORIENTACION SEXUAL, O MEMBRESIA EN UNIONES, EL ESTADO LLEVA A CABO REVISIONES PARA SATISFACER DICHS REQUISITOS.

NUESTRA COMPANIA TIENE UN CONTRATO CON EL ESTADO Y CREE FIRMEMENTE EN LOS PRINCIPIOS DE IGUALDAD EN OPORTUNIDADES DE EMPLEO PARA TODAS LAS PERSONAS Y EN LA ACCION AFIRMATIVA QUE ASEGURA LA NO-DISCRIMINACION EN NUESTROS CONTRATOS DE ACUERDO CON LOS REQUISITOS DEL ESTADO DE PENNSYLVANIA.

LOS EMPLEADOS DE NUESTRA COMPANIA QUE DESEEN OBTENER MAYOR INFORMACION ACERCA DE LOS REGLAMENTOS ANTIDISCRIMINATORIOS DEBEN PONERSE EN CONTACTO CON EL DIRECTOR DE PERSONAL DE ESTA COMPANIA O CON:

The Bureau of Affirmative Action

Commonwealth of Pennsylvania

Office of Administration

Room 510, Finance Building

Harrisburg, Pennsylvania 17120

Telephone: (717) 783-1130

Lobbying Certification Form

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed 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.

SIGNATURE: _____



TITLE: Thomas A. Schenk, Secretary

DATE: 4/21/2010

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

APPROVED BY OMB
0346-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: The Salvation Army 137 King St Pottstown PA 19464 Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Mont. County Aging + Adult Services 1430 Dekalb St Norristown PA 19401 Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
6. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)					
11. Amount of Payment (check all that apply): \$ 161,334 <input type="checkbox"/> actual <input checked="" type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input checked="" type="checkbox"/> other; specify: payment for services		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicated in Item 11: Family shelter for 11 families from 7-1-09 to 6-30-10					
(attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: Thomas A. Schenk Title: Secretary Telephone No.: 845-620-7200 Date: 4/21/2010		
Federal Use Only:					

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Standard Form 111

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that **apply** for both the initial filing and material change report. Refer to the implementing guidance published by the **Office of Management and Budget** for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate **classification** of this report. If this is a **followup** report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or **subaward** recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., WFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate **box(es)**. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate **box(es)**. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for **reviewing** instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046). Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____