

Addendum 2.1

PRINCE GEORGE'S COUNTY, MARYLAND
Certification of Assurance of Compliance
Regarding Suspension and Debarment

General

In accordance with the common rule implementing Executive Orders 12549 and 12689, the implementing rules and regulations thereof, a Certification of Compliance with the Suspension and Debarment rule is required of bidders or prospective contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) am an authorized representative and hereby certify that our firm, as producer of the goods and/or services to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Suspension and Debarment rule.

Signature: _____ Date: _____

Signer's Name: _____

Title: _____

Firm Name: _____

Verification by County Agent

On _____ the federal website was checked to ensure the above-referenced vendor does not appear on the list of parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Name: _____

Date: _____

Addendum 2.2

**CERTIFICATE OF ASSURANCE OF COMPLIANCE REGARDING THE FAIR
LABOR STANDARDS ACT**

General

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certification of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) hereby certify that our firm, as producer of the goods to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name of Firm/Partnership/Corporation: _____ Date: _____

CERTIFICATION REGARDING LOBBYING

Project Name: _____

Company Name: _____

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 influencing or attempting to influence an officer or employee of 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, 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 off officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Title

Agency / Organization

Date

Addendum 2.4

VENDOR OATH AND CERTIFICATION

Project Name: _____

Company Name: _____

Pursuant to Subtitle 10, Section 10A-110 of the Prince George's County Code, the Purchasing Agent requests as a matter of law that any contractor receiving a contract or award from Prince George's County, Maryland, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

“I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of the County whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George’s County, Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of Prince George’s County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member of members of the elected governing body has received or has been promised or directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George's County, Maryland”.

Handwritten Signature of Authorized Principal (s):

Name: _____ Title: _____

APPLICATION AFFIDAVIT

Project Name: _____

Company Name: _____

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of [business] _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16 -101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded no lo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or Federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court , official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

1. been convicted under State or Federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
2. been convicted of any criminal violation of a State or Federal anti-trust statute;

3. been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961, et seq., or the Mail Fraud Act, 18 U.S.C. 1341, et. seq., for acts arising out of the submission of bids or applications for a public or private contract;
4. been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
5. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under law or statute described in subsection (a), (b), (c), or (d) above;
6. been found civilly liable under a State or Federal anti-trust statute for acts or omissions in connection with the submission of bids or applications for a public or private contract;
7. admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et. seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price application of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$10,000 or more shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by 2(b), above
 - (h) Notify its employees in the statement required by 2(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

- (l) Notify the procurement officer within 10 days after receiving notice under 2(h) (ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under 2(h) (ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of 2 (a) - (j), above.
3. If the business is an individual, the individual shall certify and agree as set forth in 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
4. I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of, COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAXPAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic_____foreign_____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____
 Address: _____

[If not applicable, so state]

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Economic and Employment Development, as applicable and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the contract.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the Federal Government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or application shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

Addendum 2.6

OFFEROR AFFIDAVIT AND STATEMENT OF OWNERSHIP

Project Name: _____

Company Name: _____

Part A, below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from Prince George's County.

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article.

NOTE: Submission of completed document is prerequisite to award.

PART "A" -- OWNERSHIP

Date: _____

1. Full name and address of Business: _____

City State Zip code Business Phone with area code

2. Is the business incorporated? _____yes _____no

3. Other names used by business i.e. T/A

Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

Name	Business Address	Residence Address
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Corporate Business Entitles

Is the corporation listed on a National Securities Exchange? ____yes ____no

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices.

Name	Office	Residence/ Business Address	Date Office Assumed
------	--------	--------------------------------	------------------------

5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any).

Name	Residence/ Business Address	Date Office Assumed	Date Term of Office Expires
------	--------------------------------	------------------------	--------------------------------

6. List the names and residence addresses of all individuals owning at least ten percent (10%) of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class.

Name	Residence Address
------	-------------------

This Financial Disclosure Statement has been prepared by _____
on this _____ day of _____, 20____.

Signed by Preparer

PART "B" – BIDDER'S QUALIFICATION STATEMENT

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article. This signed form must be submitted with bid.

1. I am the _____ of _____
a party interested in containing a contract with Prince George's County under conditions set forth in documents for RFA No. _____.

2. Upon examination of relevant records and to the best of my knowledge; no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of no to conference to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);

3. I have been authorized to make this statement on behalf of the aforementioned party.

(Signature)

General Conditions

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I. Definitions: Terms used in this Agreement:

Availability of Funds: A contract shall be deemed executory only to the extent of the appropriations available to each agency for the purchase of such articles. The PGCDSS's extended obligation of those contracts, which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

Benchmarks: Are specific indicators that demonstrate levels of success based on service provider projections.

Budget: A budget combines the use of historical data with good faith estimates to determine future program expenditures. While budgets are only estimates, they are the basis for contract expenditures. Operating Agencies have the option of moving funding between line items with an approved budget modification from the County or State.

C/F Agency: DSS acting as a local government entity in the capacity of the Coordinating and Funding Agency.

Compliance with Laws: The Contractor hereby represents and warrants that:

- (1) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- (2) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, Prince George's County, or any department or unit thereof, Including, but not limited to, the payment of taxes and employee benefits and that it shall not become so in arrears during the term of this Agreement;
- (3) It shall comply with all Federal, State, and local laws, regulations and ordinances applicable activities and obligations under this Agreement; and
- (4) It shall procure, at its expense, all licenses, permits, insurance and governmental approval, if necessary for the performance of its obligations under this Agreement.

Confidentiality: The Contractor agrees that any information concerning applicants or recipients of the eligibility determination service provided under this Agreement will be utilized solely for the purpose consistent with the responsibilities and/or official duties of PCGDSS and the Contractor under this Agreement and under applicable law. Neither shall the Contractor use or disclose any information concerning such applicant or recipient for any purpose not directly connected with the administration of such services, except upon written consent of the recipient or if he be a minor or have a disability

Contingency Fee Prohibition: The Contractor hereby represents that they have not retained anyone to solicit or secure this contract from the PGCDSS upon an agreement or understanding of a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable cannons of ethics.

Contract Compliance: Is a good faith effort to abide by all the terms and conditions of the document that has been approved and signed off on by an authorized official of each organization that is party to the agreement to deliver goods or services. Compliance is implied when a sufficient number of tests to compliance areas are met without material discrepancies. Contract compliance also applies to all Sub-Contractors of these organizations. One recommended means of testing for compliance is by conducting monitoring visits.

County: Prince George's County as the Federal and State grantee and the Department of Social Services (DSS), which has the responsibility for administering the County's Wheels for Work Program.

County Held Harmless: It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons solely by reasons of the Contractor's negligence or failure to perform any of the obligations which this contract obligates them to perform and the Contractor hereby agrees to indemnify and hold the PGCDSS harmless from any loss, cost damages and other expenses suffered or incurred by the PGCDSS solely by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.

Delays and Extensions of Time: The Contractor agrees to perform this Agreement continuously and diligently. The Contractor shall make no charges or claims for damages for any delays or hindrances, regardless of cause, in the performance of service of this Agreement.

DSS: Prince George's County Department of Social Services.

Employees of the Contractor: The persons performing these services, as set forth in Attachment B, shall be employees of the Contractor. The Contractor is responsible for complying with all Federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees.

Employment of County Personnel: The Contractor shall not engage, on a full-time or part-time or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract in the employ of Prince George's County or DSS, except regularly retired employees, without the written consent of the County.

Indemnification Claims:

- (1) The Contractor shall indemnify, defend and hold harmless the County against liability for any suits, actions or claims of any character arising from or relating to the performance of the Contractor, its employees or its Sub-contractors under this Agreement.
- (2) The County has no obligation to provide legal counsel or defense to the Contractor or its Sub-Contractors in the event that a suit, claim or action of any character is brought by any person not party to this Agreement against the Contractor, its employees or its Sub-Contractors as a result of or relating to the Contractor's obligations under this Agreement.
- (3) The County has no obligation for payment of any judgments or the settlement of any claims against the Contractor, its employees or its Sub-Contractors regarding any matter resulting from or relating to the Contractor's obligations under this Agreement.

- (4) The Contractor shall immediately notify the PGCDSS if any claim or suit made or filed against the Contractor or its Sub-Contractors regarding any matter resulting from or relating to the Contractor's obligations under this Agreement, and will cooperate, assist and consult with the County in the defense or investigation of any claim, suit or action made or filed against the County as a result of or relating to the Contractor's performance under the Agreement.

Liability for Loss or Damage: In the event of loss of any data or records necessary for performance of this Agreement where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor for recreating such lost data or records.

Low-Moderate Income Household: A household whose income does not exceed the applicable income limit for lower income families established by HUD for Section 8 rental subsidy eligibility purposes.

Maryland Law: The place of performance of this Agreement shall be in Prince George's County, Maryland. The Agreement shall be construed, interpreted and enforced according to the laws of the State of Maryland.

Maryland State Disclosure: Article 33 of the Annotated Code of Maryland, Section 30-1, et. seq., requires the filing of certain disclosure statements by persons doing business with the State, a County, Incorporated Municipality, or other political sub-division of the State. Further information with regard to these disclosure requirements may be obtained from the Office of the Secretary of State, Jeffrey Building, 16 Francis Street, Annapolis, Maryland 2104, telephone number: (410) 974-5521.

Non-Discrimination in Employment: A Contractor who is the recipient of County Funds, or who proposes to perform any work or furnish any goods under an agreement with the Prince George's County Government or PGCDSS shall not discriminate against any worker, employee, applicant for employment, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. The Contractor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. The Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services; and Contractors and Sub-Contractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Non-Discrimination in Programs: The Contractor agrees that, in providing any aid, benefit, service, program or activity under this Agreement on behalf of the Prince George's County Department of Social Services, it will not; (a) deny any individual the opportunity to participate in or benefit from the aid or service equal to that provided others; (b) provide a qualified individual with a disability with any aid, benefit or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as to that provided to others; (c) provide different or separate aid, benefits, or services to individuals or classes of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aids, benefits or services that are as effective as those provided to others; (d) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory board; (e) otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving aid, benefit or service. The

Contractor further agrees to not utilize criteria or methods of administration that have the effect of defeating or substantially impairing accomplishments of the objectives of Prince George's County or the PGCDSS' program with respect to individuals with disabilities.

Operating Agency (O/A): Is the primary organization with which the Department of Social Services has agreed to do business. The O/A has the option of sub-contracting functions out only if it has been agreed upon in the contract document. An Operating Agency may be either a not-for profit, a for-profit, and/or entity of local government such as the Department of Housing and Community Development. You will see the words Operating Agency interchanged often with non-profit, agency, or organization throughout this document.

Performance Measures: Are indicators that assist in determining the success level of services that have been procured by the Department and delivered by a qualified service provider.

Persons with Disabilities (Handicapped): A person having a physical or mental impairment which (1) is expected to be of long or definite duration; (2) substantially impedes his/her ability to live independently; and (3) is of such a nature that such ability could be improved by barrier-free or more suitable housing conditions.

Program: Services funded through the PGCDSS and offered to the citizens of Prince George's County to assist with providing vehicles for FIA TCA recipients.

Prompt Payment: Pursuant to provisions of Section 10A-153 of the County Code (Subtitle 10A), the PGCDSS shall pay interest in the event that payment against "proper" invoices is not made as prescribed in this section.

Project: An activity undertaken in the program by a Contractor.

Proprietary Information: Offerors must specifically identify those portions of their application, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the PGCDSS in accordance with the Maryland Freedom of Information Act, 10-601 et. Seq., State Government Article, Maryland Annotated Code. Offerors must clearly indicate each and every page that is deemed to be confidential/proprietary or a trade secret

Scope of Service: Describes in detail the services that are being procured by the Department. The "scope" describes the population to be served, what the Contractor plans to accomplish, how services will be delivered, and what the anticipated outcomes and preliminary benchmark projections are.

Sub-Contractor: An entity, other than the Contractor, which furnishes services or supplies to the Contractor.

Termination for Convenience: The performance of work under this contract may be terminated by the PGCDSS with thirty (30) days advance written notice, or such time as mutually agreeable to the parties not to exceed thirty (30) days, in accordance with this clause in whole, or from time-to-time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the PGCDSS. The PGCDSS will pay all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

Termination For Default: If the Contractor fails to fulfill its obligations under this contract properly and on time or otherwise violates any provision of the contract, the PGCDSS may terminate the contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall at the PGCDSS's option become the PGCDSS's property. The PGCDSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the PGCDSS can affirmatively collect damages or deduct from monies due to the Contractor on this or other County contracts. Damages may include excess re-procurement costs.

II. Financial Management:

Restrictions on Disbursements: No funds under this Agreement shall be disbursed by the C/F agency to any Contractor except pursuant to a written contract which incorporates these "General Conditions." Requests for reimbursement of allowable program expenses must be submitted to the Department of Social Services, which approves said expenses and forwards them to the County's Office of Finance for payments.

Financial Management Standards: The C/F agency shall effectively control and secure all funds, property, and other assets acquired with the contract by adopting the following required standards:

- A. Cost control: The O/A shall maintain cost control, i.e., monitor expenses to ensure disbursements are within the budget cost category allocation. Whenever the O/A foresees the possibility of exceeding the budget, the O/A shall promptly report this to the Department of Social Services requesting that appropriate adjustments be made.
- B. Documentation of Costs: The O/A upon request shall provide the Department of Social Services with unit cost or productivity expense data. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, and vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges and disbursements. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible for audit and inspection.
- C. Legal Expenses: Legal expenses which may be incurred by the O/A or third party Contractor for the prosecution of claims against the Federal government or the Department of Social Services are not eligible under this Agreement.
- D. Consultant Compensation: No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with program funds. On a daily basis, the rate of compensation shall not exceed the maximum daily rate compensation for a GS-18 as established by Federal law, in accord with Section 409 of HUD Independent Agencies Appropriations Act of 1978 (Public Law 95-110).
- E. Cash Depositories: Program funds are considered public money; therefore, the O/A shall not deposit County checks for advances or reimbursement of eligible expenses in other than a FDIC member bank with an office in the County. The bank must appropriately secure deposits in excess of FDIC insurance maximum.

- F. Project Budget Adjustments: The O/A may unilaterally shift funds among budget categories up to ten percent (10%) of the project budget as long as the total budget is not exceeded and the scope of the project is not altered. Such budget adjustments shall not be deemed to be effective until the O/A provides the DSS with a revised budget document reflecting such changes, signed by an authorized representative of the O/A, containing a narrative statement describing the purpose of such adjustments.

Project Income: The O/A shall be required to properly account for project income and comply with the standards set forth in the OMB Circular A-102 (for local governments) and in the OMB Circular A-110 (for nonprofit entities). Project income of any kind received by the O/A such as user charges, fees, third-party reimbursement, rents or the sale proceeds from real or personal property acquired in whole or in part with program funds, shall be remitted to the Department of Social Service's Office of Finance and credited to the DSS's Program Income Account within thirty (30) days of receipt.

Indemnification: The O/A hereby agrees to indemnify and hold harmless the Department of Social Services from any loss, cost, damages, or expenses suffered, obligated or incurred by the DSS by reason of the O/A's negligence or failure to perform any of the obligations hereunder, including but not limited to audit disallowances by HUD or the Office of the Comptroller General of the United States, or both. In connection herewith, the O/A, in addition, hereby assents to the DSS withholding any funds otherwise due to the O/A in satisfaction, in whole or in part, of any deficiency; and to the DSS exercising its rights of set-off in any such situation.

- III. Procurement Standards: The O/A or other contracting parties, in the use of project funds, shall comply with all applicable laws and procedures of OMB Circular A-110, Attachments O and B for nonprofit entities and OMB Circular A-102, Subpart C-Post Award Requirements, Section 36 for governmental and municipal entities.

IV. Record Retention, Audits and Inspections:

- A. All financial and programmatic records resulting from this Agreement shall be retained by the O/A for a period of three (3) years from the issuance date of the last project payment.
- B. The Department of Social Services, and the U.S. Comptroller General shall be given access to any and all O/A records including all sub-contracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the DSS or the U.S. Comptroller General.
- C. The O/A shall retain independent auditors to audit the project which is the subject of this Agreement on an annual basis, or at such time as DSS shall determine in accordance with OMB Circular A-128, for governmental and municipal entities, and OMB Circular A-110, Attachment F, for nonprofit entities.
- D. The O/A shall abide by DSS' Operating Agency Audit Corrective Action Plan (See Appendix: Findings and Corrective Actions).
- E. The O/A shall respond, indicating appropriate corrective action on any formally issued audit report deficiencies within thirty (30) days of receipt of such report, and persevere in resolving such issues until the DSS, approves disposition of audit findings.

- F. All records related to unsettled audit findings shall be retained securely by the O/A until Federal and/or local action is taken to resolve the questioned deficiencies.
- V. Use of Excessive Force Prohibited: In accordance with Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- VI. Equal Employment Opportunity: The O/A agency will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability or familial status. The O/A will take affirmative action to ensure that minority applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, disability or familial status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The O/A agrees to post in conspicuous places, available to employees and applicants for employment, notices that are provided by the DSS setting forth the provisions of this Equal Opportunity clause.

The O/A will, in all solicitations or advertisements for employees placed by or on behalf of the O/A, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status, age, disability or familial status.

In the event of the O/A's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended, in whole or in part.

The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project, and agreements for work in connection with the project be awarded to business concerns, which are located in or owned in substantial part by persons residing in the area of the project.

The O/A agency must comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this Agreement. The O/A certifies and agrees that it is under no contractual or other disability that would prevent it from complying with these requirements.

- VII. Environmental Review Requirements: This Agreement is subject to the requirements established by HUD regulations for McKinney Act programs.
- VIII. Real Property Acquisition and Relocation: All acquisitions of real property, or interests in real property (such as easements and rights of way), and all cases involving relocation, shall be conducted in conformity with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979 as amended and HUD Handbook

1378, Tenant Assistance Relocation and Real Property Acquisition, dated September 1990.

- IX. Property Management: The O/A is required to comply with the standards prescribed for the acquisition and disposal of real and personal property set forth in OMB Circular A-102 for municipalities and government entities and OMB Circular A-110 for nonprofit entities.

Definitions:

Expendable Personal Property: Expendable personal property refers to all tangible property other than non-expendable property.

Non-expendable Personal Property: Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300.00 or more per unit.

- X. Personal Property: Personal property means property of any kind except real property. It may be tangible, having physical existence, such as patents, inventions, and copyrights.
- XI. Federal Labor Standards Provisions: For construction projects only.
- XII. Reporting and Monitoring Requirements:
- A. Reports: At such times and in such form as the Department of Social Services may determine, the O/A shall furnish records, reports and data pertaining to this Agreement.
- B. Project Monitoring: The O/A shall ensure that representatives of the Department of Social Services are provided access to information and records for the purpose of project monitoring and evaluation. The O/A shall further ensure the DSS's access to its Contractors and sub-Contractors for this purpose.
- XIII. Political Activity Prohibited: None of the funds, materials, or services provided directly or indirectly under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.
- XIV. Lobbying Prohibited: (Required certification language, for O/A's and third party Contractors with Federal funds over \$100,000). No Federally appropriated funds have been paid or will be paid, by or on behalf of the signatory of this agreement, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the agreement signatory shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," at the initiation or receipt of the agreement. The form is available from HCD.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. It is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Failure to certify shall subject the agreement signatory to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- XV. Publicity: The O/A shall, when publicizing this project, fully inform the public of the financial support given to the project by the Department of Social Services. The O/A shall display a sign at its project office or service outlet clearly identifying the project being operated.

The O/A shall make its materials and publications available to visually or hearing impaired individuals to ensure their participation in the project.

- XVI. Copyright: If this Agreement results in a book or other copyrightable material, the author is free to copyright work, but the Department of Social Services reserves the royalty-free, non-exclusive, and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and material which can be copyrighted.

- XVII. Patents: Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to the funding source for determination by the funding entity as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of or administered, in order to protect the public interest.

- XVIII. Drug-Free Workplace: The O/A shall make a good faith effort to provide a drug-free workplace.

A. Notification: The O/A shall inform project employees by published notification that "the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace." The O/A shall further inform project employees that "conviction for a violation of a criminal drug statute occurring in the workplace must be reported to the O/A no later than five calendar days after such conviction." The notice should specify the actions the O/A will take against employees for violations of the drug-free workplace prohibition. The notice should also state that abiding by the terms of the notice is a condition of employment under the contract. Each project employee should be given a copy.

B. Education: The O/A should establish an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The O/A policy of maintaining a drug-free workplace;
3. Available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Action: The O/A will take at least one of the following actions within 30 calendar days of receiving notice of an employee conviction:

1. Appropriate personnel action against the convicted employee, up to and including termination; or
2. Requiring the convicted employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

GRANT ASSURANCES AND CERTIFICATIONS

A. GENERAL ASSURANCES

1. The grantee assures that it will fully comply with the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA or the Act), and all State and Federal regulations issued pursuant to the Act, and with its grant, as approved by the Prince George's County Government, which is the County grantor. This contract shall be governed by the laws of the State of Maryland. Both parties hereby expressly acknowledge the possibility of substantial changes in Federal regulations applicable to this agreement and expressly agree to renegotiate this agreement as necessary to comply with such changes.
2. The grantee, in operating programs funded under the Act, assures that no portion of its program will in any way discriminate against, deny benefits to, deny employment of, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief.

The grantee certifies that it prohibits, and covenants that it shall continue to prohibit, discrimination on the basis of (I) political or religious opinion or affiliation, marital status, race, color, creed, or national origin, or (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification, or (iii) the physical or mental handicap of a qualified handicapped individual.

Upon the request of the County grantor, the grantee will submit to the County grantor information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by the County grantor.

3. In administering programs under the Act, the grantee assures and certifies that:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L.88352).
 - b. It will comply with the Age Discrimination Act of 1975.
 - c. It will comply with Title IX of the Education Amendments of 1972.
 - d. It will comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended.
 - e. It will comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C.1231).

4. Except as otherwise provided, the following conditions are applicable to all programs under this Act:
 - a.
 - (1) Participants shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
 - (2) With respect to terms and conditions affecting, or rights provided to, individuals who are participants in activities supported by funds provided under this Act, such individuals shall not be discriminated against solely because of their status as such participants.
 - (3) Every participant, prior to entering training, shall be informed of that individual's rights and benefits in connection with such training.
 - b.
 - (1) The primary consideration in selecting agencies or organizations to deliver services shall be the effectiveness of the agency or organization in delivering comparable or related services based on demonstrated performance and effectiveness in terms of the likelihood of meeting performance goals, cost, quality of training, fiscal accountability, cost efficiency, and characteristics of participants. In complying with this subsection, proper consideration shall be given to community-base organizations as service providers.
 - (2) Federal welfare to work program funds available under this Act shall not be used to supplant non-Federal funds for existing services and activities that promote the purposes of the Act.
 - (3) The grantee hereby certifies that contracted services are not otherwise available from the provider on a non-reimbursable basis. Services provided on a "non-reimbursable" basis are those services that a County is required to provide to all citizens or to the low-income population, including TCA recipients.
 - (4) Funds provided under the Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that alternative services or facilities would be more effective or likely to achieve the service delivery area's performance goals.
 - (5) Appropriate education agencies in each jurisdiction shall be provided the opportunity to provide educational services, unless the administrative entity demonstrates that alternative agencies or organizations would be more effective or would have greater potential to enhance the participants' continued occupational and career growth.
 - (6) The administrative entity shall not fund any occupational skills training program unless the level of skills provided in the program are in accordance with established guidelines.

(7) Training provided with funds made available under this Act shall be only for occupations for which there is a demand or there is likely to be a demand in the area served, and consideration in the selection of training programs may be given to training in occupations determined to be sectors of the economy which have a high potential for sustained demand or growth. Efforts shall be made to develop programs that contribute to occupational development, upward mobility, development of new careers, and overcoming sex stereotyping in occupations traditional for the other sex.

(8) No member of any council under this Act shall cast a vote on the provision of services by that member (or any organization which that member directly represent(s) or vote on any matter which would provide direct financial benefit to that member.

(9) Payments to an employer for the On-The-Job Training (OJT) shall not exceed an average of 50 percent of the wages paid by the employer to the participant during the period of such training.

(10) A participant in OJT shall be compensated by the employer at the same rates, including benefits and periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the Federal Minimum Wage or applicable State or local Minimum Wage Law.

(11) Each administrative entity shall be responsible for the allocation of funds and shall have responsibility to take action against its subcontractors, sub-grantees, and other recipients to eliminate abuses in the programs they are carrying out, and to prevent any misuse of funds by such subcontractors, sub-grantees, and other recipients. Administrative entities may delegate the responsibility for determination of eligibility under reasonable safeguards, including provisions for reimbursement of costs incurred because of erroneous determinations made with insufficient care, if such an arrangement is included in an approved job training plan.

(12) No person or organization will charge an individual a fee for the placement or referral of such individual in or to a training program under this Act.

(13) The grantee shall not provide financial assistance for any program under this Act that involves political activities.

(14) Pursuant to regulations of the County grantor, the State and the United States Department of Health and Human Services, income generated under any program may be retained by the recipient to continue to carry out the program, notwithstanding the expiration of financial assistance for that program.

(15) All education programs supported with funds provided under the Act shall be consistent with applicable and local educational standards. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under such PRWORA programs shall be consistent with the requirements of applicable State and local law and regulation.

(16) No funds available under the Act will be used for public service employment.

(17) The grantee will reimburse the grantor for any deferred or disallowed funds withheld by the U. S. Department of Health and Human Services for claims submitted by the grantor on behalf of the grantee. Failure to reimburse the grantor within thirty (30) days of a disallowance or deferred notice will result in the suspension of future payment of the grantee's invoices until the disallowance or deferral is recovered.

5. In assigning participants to any work activity, the administrative entity assures that a referral will meet the following conditions:

- a.
 - (1) The assignment takes into consideration the physical and mental capacity, skills, experience and family responsibilities of the recipient. Any claim by the recipient of adverse effect on physical or mental health shall be based on adequate, written medical evidence from a physician or a licensed or certified psychologist indicating that the particular assignment would impair the individual's physical or mental health.
 - (2) The work or training site conforms to applicable Federal, State and local health and safety standards.
 - (3) The work or training site does not discriminate on the basis of race, sex, national origin, religion, age, or handicapping condition.
 - (4) The commuting time to and from the work or training site, not including transportation to and from the day care provider, is not more than 2 hours.
 - (5) The daily and weekly hours of work do not exceed those customary in the occupation or similar type of work in the local community.
 - (6) The participant is not required to stay away from home overnight.
 - (7) Any training program meets local employers' requirements and will be likely to lead to employment that meets appropriate working conditions.
 - (8) The wage earned in a work program meets or exceeds Federal minimum wage and does not result in net loss of income for the recipient.
 - (9) Worker's Compensation is provided in accordance with State law.

- b. The job placement of a participant shall not result in:
- (1) The displacement of currently employed workers (including partial displacement such as reduction in the hours of non-overtime work, wages, or benefits).
 - (2) The curtailment of promotional opportunities for existing employees;
 - (3) The replacement of an employee on a layoff; or
 - (4) The filling of a position vacant due to a strike, lockout or other labor dispute.
 - (5) A participant shall receive no payment for training activities in which the participant fails to participate (without good cause).
 - (6) Funds available to carry out the program may not be used to assist, promote or deter union organizing.
 - (7) As pertains to specific program activities, the following assurances apply:
 - (8) Job search shall not be an allowable activity if the participant has participated in job search for more than six (6) weeks in the proceeding twelve (12) months.
 - (9) Work Supplementation funds may only be used to develop/subsidize positions.
 - (10) Payments made to participants under Work Supplementation shall not exceed an amount equal to the maximum amount of the TCA that would have been received if there were no income.
 - (11) Job training and work preparation components shall be consistent with the coordination criteria specified in the Governor's Coordination and Special Services Plan.

B. SPECIAL ASSURANCES AND CERTIFICATIONS

1. Technical Assistance

The County grantor may, upon request or when performance data indicates a need, furnish the grantee with such technical assistance and consultation as is reasonably necessary to assure the satisfactory performance of the program created by this grant.

2. Modification and Terminations

Payment of the above funds is contingent upon the receipt by Prince George's County, Maryland Government (PGC) of all anticipated State and Federal funds. Prince George's County retains the right to make necessary adjustments in

payment to the grantee if any funds are expended in violation of the Act, the regulations, or conditions of the grant and to withhold funds otherwise payable under the Act in order to recover amounts expended for unauthorized purposes.

The grantee hereby agrees to reimburse Prince George's County for any payments withheld or adjustments made in funds otherwise due Prince George's County, the State or the Federal Government in connection with any expenditures made by the grantee under this agreement. Prince George's County retains the right to terminate or reduce this grant in whole or in part if State and Federal funds are not available or the grantee violates the grant terms, regulations or provisions which have been issued unless the grantee causes such violations to be corrected within thirty (30) days of receipt of notice specifying the violations.

This grant may be amended or modified as the parties mutually agree in writing.

Not more than 30 percent of the funds available to a jurisdiction or grantee for any fiscal year for programs under this Act will be expended for the cost of administration and participant support.

3. Classification of Costs

1. Costs are allocable to a particular cost category to the extent that benefits are received by such category.
2. In assigning costs to the appropriate category; the grantee shall ensure that:
 - (a) Program costs include: the costs for an individual's participation in a component, such as OJT payments to an employer, and tuition and fees where not excluded, for participation in an education component; the personnel costs (salaries and benefits) for staff and front-line supervisors directly providing component services to participants; and the costs for equipment, supplies and materials used by a participant while actively participating in a component activity.
 - (b) Administrative costs are those costs not considered program costs. Administrative costs include: overhead expenditures, subsystems costs, personnel costs (salaries and benefits) for staff not directly providing component services to participants such as second-line supervisors, personnel administration costs, and all other indirect costs.
 - (c) Participant support costs are those costs that are incurred by participants while they are involved in program activities. Examples of these costs include: transportation (tokens, mileage reimbursement, vehicle expenses); support services (eye care or other medical items); and work related expenses (safety equipment, uniforms, professional services, union dues).

- (d) The grantee assures that records of personnel costs (salary and benefits) for full time staff working in any capacity in the program shall be maintained and reported to the grantor.

4. Records and Reports

The grantee shall maintain, and submit as requested, such records and accounts, including property, personnel (both enrollee and staff), financial and payroll records as are deemed necessary by the County grantor, the State and United States Department of Health and Human Services to assure a proper accounting for all project funds, both Federal and non-Federal shares, received and disbursed.

The grantee shall keep records that are sufficient to permit the preparation of reports required by this Act and to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully.

Payroll records for both staff and enrollees shall include time sheets signed by the staff member or enrollees and countersigned by the supervisor.

All records and accounts shall be made available upon request for audit purposes to any authorized audit agent of the County grantor, the State, the U. S. Department of Health and Human Services or any authorized agency of the Federal Government.

All records and accounts shall be retained for three years after expiration of this agreement, or until all audit findings are resolved, whichever is longer, unless permission to destroy them is granted by the U. S. Department of Health and Human Services or the County grantor in writing.

The grantee will comply with the requirements of the County grantor's management information system and supply all required programmatic and fiscal reports in a timely manner.

5. Confidentiality

Neither the State, the County grantor nor grantee shall use or disclose any information concerning a participant under this program as "participant" is defined in applicable Federal regulations, except as permitted by the Act and pursuant regulations, including but not limited to information used by the grantee to determine and verify eligibility of participants except upon written consent of the other party to this agreement and the participant or his or her responsible parent, guardian or duly appointed legal representative.

6. Monitoring and Evaluation

Each grantee shall, to the extent of its capability, monitor its program through review of data, observation of operations and examination of records to ensure compliance with: (1) the Act and regulations; (2) the provisions of this agreement; and (3) the provisions of any sub-agreements for any sub-grants it awards. The County grantor will have the responsibility for overall monitoring and evaluation. The grantee shall maintain program records and provide program reports required

by the County grantor and agrees that a program review of participant records and reports and meetings with any staff or participants directly or indirectly involved in program participation will be conducted upon reasonable notice at any reasonable time by Federal, State and/or County grantor personnel or persons authorized by the County grantor.

7. Personnel

The grantee shall staff the organization in order to implement the program activity described herein, and the selection of staff must conform to recognized personnel and merit system principles.

8. Participant Sanctions

Each grantee assures that it will cooperate with the State Department of Human Resources, Prince George's County and/or the Local Department of Social Services in the process of sanctioning participants for failure to comply with program requirements. Such cooperation shall include, but not be limited to:

- a. Determining whether there is "good cause" when a mandatory participant fails to participate in one of the program components or refuses to accept employment.
- b. Notifying the Local Department of Social Services within a reasonable period of time of a participant's failure to comply with program requirements without good cause. Such notification shall be written and include documentation of the failure or refusal.

9. Property

The grantee shall comply with the policies and procedures of the United States Department of Health and Human Services, the State and the County grantor regarding the acquisition, management and disposition of all property provided under the grant.

10. Bonding

The grantee assures that every officer, director, agent or employee who is authorized to act on behalf of the grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the lowest of the following: (1) \$100,000, (2) the highest advance received during the preceding grant year, or (3) the highest advance planned for the present grant year.

11. Liability

It is understood and agreed that the County grantor shall not be liable for any action of tort, contract or otherwise for any actions of the grantee arising from this grant.

12. Payments for Obtaining Agreement

The grantee warrants and certifies that it has not:

- a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for it) to solicit or secure this grant;
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the grant; or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for it) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

For breach or violation of this warranty, the State grantor shall have the right to annul this grant without liability or, in its discretion, to deduct from the price or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Additional Conditions

No employee of the County grantor, the State of Maryland or any department, commission, agency or branch thereof whose duties as such employee include matters related to or affecting the subject matter of this grant shall, while in such employment, become or be an employee of the grantee. The terms of this grant and its execution are subject to all applicable Maryland laws and regulations and approval of such other agencies of the State of Maryland as required under said laws and regulations.

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor, child, brother or sister has a financial interest or to which any firm, corporation, association or other organization, in which he has a financial interest or in which he is serving as an officer, director, trustee, partner or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agency has previously complied with the provisions of Article 40 A, SS 3-101 et seq. of the Annotated Code of Maryland.

The grantee also certifies that the information in this grant is correct to the best of his/her knowledge and belief.

14. Lobbying

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

- a. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. 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 grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

15. Drug and Alcohol Free Workplace

The grantee assures and certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace during the term of this agreement. Specifically grantee shall:

- a. Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace;
- b. Prohibit its employees from working under the influence of alcohol or drugs;

- c. Not hire or assign to work on an activity funded in whole part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;
- d. Promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred; and
- e. Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol free workplace.

16. Public Information Act Notice

In accordance with Executive Order 01.01.1983.18, the Department of Human Resources advises the grantee as follows regarding the collection of personal information. Certain personal information requested by the Department of Human Resources is necessary to determine eligibility for grants under this Act. The grantee's failure to disclose this information may result in the denial of a grant. Availability of this information for public inspection is governed by the provisions of the Maryland Public Information Act, State Government Article, Sections 10-611 et seq of the Annotated Code of Maryland. This information will be disclosed to appropriate staff of the Department, or to public officials, for purposes directly connected with administration of the program for which its use is intended. Such information is routinely shared with State, federal, or local government agencies. The grantee has the right to inspect amend, or correct personal records in accordance with the Maryland Public Information Act.

Signature

Title

Agency / Organization / Company

Date

RFA PREPARATION CHECKLIST

By initialing this document you attest that you have personally checked that all requirements have been met.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
Appropriate format, properly labeled and one original plus six copies in sealed envelope marked as instructed	___	___	___

Required Attachments

1. Current SDAT Certification	___	___	___
2. Signed Suspension and Debarment Form	___	___	___
3. Certification Regarding Fair Labor Standards Act	___	___	___
4. Certification Regarding Lobbying	___	___	___
5. Vendor Oath and Certification	___	___	___
6. Application Affidavit	___	___	___
7. Offerer Affidavit	___	___	___
8. MBE and/or QSB Certification	___	___	___
9. COA Certification	___	___	___
10. Confidential, Patented, Proprietary and/or Trade Secret Exclusions	___	___	___
11. Certification of Insurance or documentation verifying required insurances are available in the event of award	___	___	___
12. Completed RFA Checklist	___	___	___
13. Corporate Acknowledgement or Grantee/Fiduciary Agent Agreement	___	___	___
14. Resident Handbook and Weekly Resident Schedule	___	___	___
15. Individual Service Plan	___	___	___
16. Collaborative Partner Agreements	___	___	___
17. Articles of Incorporation and/or other founding Documentation	___	___	___
18. Current References (3)	___	___	___
19. Most recent Annual Audit, most recent Annual Report and/or Program Statistics & Most recent Financial Statement	___	___	___
20. Proposed Organizational Chart, Personnel, Job Descriptions & Staff Coverage Plan	___	___	___
21. Proposed Budget, Narrative and Supporting Documentation for Match	___	___	___
22. Indirect Cost Allocation Plan	___	___	___

I hereby certify that I have reviewed the application being submitted and all required attachments are provided where appropriate.

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____ Date: _____

CORPORATE ACKNOWLEDGMENT

Project Name: _____

Company Name: _____

Corporate Seal (as applicable)

STATE OF _____:

COUNTY OF _____: SS.,

On this ___ day of ___, 200_, before me the undersigned notary, personally appeared _____ and acknowledged as follows:

(Corp. Sec. or other Officer)

That he/she is the _____ of the _____
(Title) (Name of Corporation)

a corporation in good standing in the State of Maryland and named as Principal in the attached instrument;

That _____ of said corporation, being so
(Name of Corp. Officer signing Contract) (Title)
authorized, did sign the foregoing instrument on behalf of the Principal;

That said signature is genuine and that said instrument was duly signed, sealed and attested to on behalf of the said corporation by authority of the following officers of said corporation:

(Name) Title

(Name) (Title)

(Name) (Title)

and that said acknowledgment of the said instrument is the free act and deed of the said corporation.

(SEAL)
Notary Public _____

CORPORATE ACKNOWLEDGEMENT - INSTRUCTIONS

1. PRINCE GEORGE'S COUNTY or the appropriate County/Municipality --- If not typed already on line number (1) print or type it.
2. The Federal tax number and it will always be in place on the form. The payment/performance bond number and contract number must also be inserted on the form.
3. The day completing this form must be entered on this line.
4. The month completing this form must be entered on this line.
5. The present year must be entered on this line.
6. The name of the Corporate or Board Officer, authorizing line # 9 to sign the Agreement with the County must be printed or typed on this line.
7. The title of the Officer of Corporation or Board on line #6 must be printed or typed on this line.
8. The Corporation of Non Profit name identified on the Agreement must be printed or typed on this line.
9. Print or type the name of person that is authorized to sign the Agreement with the County. This cannot be the Corporate Secretary or other Officer identified on line #6.
10. Print or type the title of the authorized person signing the Agreement on this line.
11. The Corp. Sec. or other Officer providing authorization on line #6 must sign on this line.
12. Print or type the title of the Officer signing on line #11.
13. This Corporate Acknowledgement form must be notarized and dated no more than five working days from the date appearing on the signature page of the Agreement, Contract or Grant with the County.

Addendum 2.11

Addendum 2.12**Family Emergency Shelter ~ Preliminary Inventory****Addendum
2.12**

Location	Item Description	Quantity	Condition	Does Not Convey
Main Office	Computer Systems (Monitor, CPU, Keyboard, Mouse)	6	excellent	X
	Conference Table & 6 Chairs	1	good	
	Desks	7	good	
	Bookshelves	1	good	
	Printer	6	excellent	X
	Trash Cans	7	good	
	Copy machine	2	good	
	Fax Machine	1	good	
	Telephones	2	good	
	2-Drawer File Cabinet	7	good	
	4-Drawer File Cabinet	3	good	
	Sofa	2	good	
	Loveseat	1	good	
	Chairs	6	good	
	Office Desk Chairs	7	good	
	Table (Round)	1	good	
	Desk Chair	7	good	
	Lockers	2	good	
Emergency Apt. 1	Bunk Bed	2 sets	excellent	
	Full Size Bed	1	excellent	
	Sofa	1	excellent	
	Drawer Chest	4	excellent	
	Dinette Set	1	excellent	
	Coffee Tables	1	excellent	
	End Table	2	excellent	
	Chairs	6	excellent	
	Lamp(s)	3	good	
	Desk	1	excellent	
Emergency Apt. 2	Bunk Bed	3 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	3	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Chairs	1	good	
	Lamp(s)	2	good	
	Desk	1	good	

Emergency Apt. 3	Bunk Bed	1 set	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	2	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Chairs	1	good	
Emergency Apt. 4	Bunk Bed	1 set	excellent	
	Full Size Bed	1	excellent	
	Sofa	1	excellent	
	Drawer Chest	2	excellent	
	Dinette Set	1	excellent	
	Coffee Tables	1	excellent	
	End Table	2	excellent	
	Chairs	1	excellent	
	Lamp(s)	1	excellent	
	Desk	1	excellent	
Emergency Apt. 5	Bunk Bed	3 sets	good	
	Queen Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	3	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Chairs	6	good	
	Lamp(s)	2	good	
	Desk	1	good	
Emergency Apt. 6	Bunk Bed	3 sets	excellent	
	Full Size Bed	1	excellent	
	Sofa	1	excellent	
	Drawer Chest	4	excellent	
	Dinette Set	1	excellent	
	Coffee Tables	1	excellent	
	End Table	2	excellent	
	Chairs	1	excellent	
	Lamp(s)	3	excellent	
	Desk	1	excellent	
Emergency Apt. 7	Bunk Bed	2 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	1	good	
	Dinette Set	1	good	
	End Table	2	good	
	Chairs	6	good	

Emergency Apt. 8	Bunk Bed	3 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	4	good	
	Dinette Set	1	good	
	End Table	2	good	
	Chairs	1	good	
	Lamp(s)	2	good	
	Desk	1	good	
Emergency Apt. 9	Bunk Bed	3 sets	good	
	Full Size Bed	1	good	
	Drawer Chest	4	good	
	Dinette Set	1	good	
	End Table	2	good	
	Chairs	6	good	
	Lamp(s)	2	good	
Emergency Apt. 10	Bunk Bed	2 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	4	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	Chairs	6	good	
	Desk	1	good	
Emergency Apt. 11	Bunk Bed	2 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	4	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Chairs	1	good	
	Lamp(s)	2	good	
	Desk	1	good	
Emergency Apt. 12	Bunk Bed	1 set	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	2	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Chairs	1	good	
	Lamp(s)	2	good	

Emergency Apt. 13	Bunk Bed	2 sets	excellent	
	Full Size Bed	1	excellent	
	Sofa	1	excellent	
	Drawer Chest	3	excellent	
	Dinette Set	1	excellent	
	End Table	2	excellent	
	Chairs	1	excellent	
	Lamp(s)	2	excellent	
	Desk	1	excellent	
Emergency Apt. 14	Bunk Bed	3 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	3	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Chairs	1	good	
	Lamp(s)	2	good	
Emergency Apt. 15	Bunk Bed	1 set	good	
	Queen Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	2	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Chairs	6	good	
	Lamp(s)	2	good	
	Desk	1	good	
Emergency Apt. 16	Bunk Bed	3 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	3	good	
	Dinette Set	1	good	
	End Table	2	good	
	Lamp(s)	2	good	
Emergency Apt. 17	Bunk Bed	3 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	3	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Chairs	6	good	
	Lamp(s)	2	good	

Emergency Apt. 18	Bunk Bed	2 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	3	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Lamp(s)	2	good	
Emergency Apt. 19	Bunk Bed	2 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	3	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Chairs	6	good	
	Lamp(s)	2	good	
Emergency Apt. 20	Bunk Bed	2 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	3	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Lamp(s)	2	good	
Emergency Apt. 21	Bunk Bed	2 sets	good	
	Full Size Bed	1	good	
	Sofa	1	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Lamp(s)	2	good	
Emergency Apt. 22	Bunk Bed	2 sets	excellent	
	Full Size Bed	1	excellent	
	Sofa	1	excellent	
	Drawer Chest	3	excellent	
	Dinette Set	1	excellent	
	Coffee Tables	1	excellent	
	End Table	2	excellent	
	Lamp(s)	2	excellent	
	Desk	1	excellent	
Emergency Apt. 23	Bunk Bed	2 sets	good	
	Queen Size Bed	1	good	
	Sofa	1	good	
	Drawer Chest	4	good	
	Dinette Set	1	good	
	Coffee Tables	1	good	
	End Table	2	good	
	Lamp(s)	2	good	
	Desk	1	good	

Addendum 2.13

HOMELESS SERVICES MANAGEMENT INFORMATION SYSTEM (HMIS)

TERMS AND CONDITIONS

For purposes of this document, the Prince George's County Department of Social Services is herein referred to as the "PGCDSS", the Service Provider is hereinafter referred to as the "Contractor" and System Operators will be referred to as "Users".

Contractors providing services to the Department's homeless customer base are required to operate a web-based homeless management information system (HMIS) ServicePoint Program that provides for client tracking, case management, service and referral management, bed availability for shelters, food banks and resource indexing and reporting. Training will be provided by the PGCDSS and the HMIS Project Coordinator will support on-going end-user operation of the system. HMIS will be available to users 20 hours a day.

IMPLEMENTATION SCHEDULE:

- A. *Stage 1 - Start-up and Initial Training:* To enter Stage 1 a Contractor must complete all requisite paperwork and create user accounts on the system.
- B. *Stage 2 – Basic Data Entry:* To enter Stage 2, a Contractor must begin entering data on their client population. Accurate information must be entered on at least 25% of clients for 2 continuous months in order to move to Stage 3.
- C. *Stage 3 – Advanced Data Entry:* Contractors must move out of Stage 3 within six months. A Contractor must increase data entry from 25% to 60% of their customer base during this stage.
- D. *Stage 4 – Full System Integration:* Stage 4 is the final stage of implementation. To classify as Stage 4, a Contractor must be entering information on 100% of their client population and/or entering accurate information for at least 12 continuous months.

CONTRACTOR RESPONSIBILITIES:

- A. Provide High Speed Internet Connectivity (DSL or Broadband/Dial up) and maintain on-going connectivity to ensure continued project participation;
- B. Purchase and maintain all necessary hardware and software for proper implementation and operation of the HMIS system. Contractors that are using legacy systems that request data conversion must identify resources and processes to enable conversion unless specific contracts have been established to provide the conversion at no cost.
- C. Purchase additional licenses above the number allocated by PGCDSS as determined necessary by the PGCDSS or as desired by the Contractor at a per user cost of \$150 to ensure full system integration within 12 months;

- D. Collect all critical data elements (as defined by the PGCDSS) on all consenting customers requesting and receiving services.
- E. Identify a Site Technical Administrator to serve as the primary contact;
- F. Develop an internal information security policy to establish a process for immediately correcting any violation of any HMIS information security protocols, share such protocols with users and submit copies of such policy to PGCDSS for review and approval.
- G. Ensure system security by completing a security assessment and routinely reviewing computer security protocol, securing signed contracts for each user, maintaining copies of Confidentiality Commitments signed by all employees, locking access to disks, tapes, terminals and online information, and maintaining client release of information forms authorizing Providers to share client specific records where necessary;
- H. Participate in training offered by the PGCDSS as necessary to ensure timely, accurate and efficient implementation of HMIS.

PGCDSS RESPONSIBILITIES:

- A. Manage all central server functions including, but not limited to, assignment of log-on ids and user licenses to end-users, oversight of user access, monitoring of Contractor accounts and integrity of data, master data storage and program analysis, overall system security and technical assistance and training;
- B. Ensure Contractor access to HMIS software and limited software licensing as appropriate and deemed necessary for on-going participation;
- C. Provide custom programming and interface design where appropriate;
- D. Identify an HMIS Project Coordinator;
- E. Provide ongoing training on all relevant aspects of system operation for the duration of the project. Training modules are developed based on skill level and type of access to the system and will include, but are not limited to: client confidentiality, data collection, procedures for information sharing, requests for client information, requirements for informed consent, how to interact with the client to be sure consent is informed, sensitivity to language and culture, and role and scope of interagency agreements and court orders. Each user of the system must complete basic user training in order to begin using the system.
- F. Provide technical and User support for HMIS software including Contractor account set-up, system monitoring and testing, problem diagnosis and resolution, routine software and information maintenance;
- G. Monitor security and confidentiality requirements for participating agencies;

- H. Audit data and access to the system regularly; and
- I. Ensure availability of central server staff during normal business hours (9:00 a.m. to 5:00 p.m. Monday through Friday) to respond to routine service requests. Service requests must originate from the executive director or site technical administrator as identified by the Contractor.

GENERAL CONDITIONS FOR PARTICIPATION:

- A. Neither party to this Agreement shall disclose any information regarding any customer of the services provided under this Agreement for any purpose not directly related to the administration of these services except upon written consent of the recipient or if he/she be a minor or have a disability, his/her responsible parent, guardian or legal representative, unless the disclosure is required by court order, or for program monitoring by the authorized agents and representatives of the County and/or PGCDSS.
- B. Access to HMIS is limited to authorized users for authorized transactions. Each user of the system must be individually and uniquely identified. Identification will be verified through a password. Any failure by the Contractor and/or their Users to adhere to stated security policies will be considered a violation of those policies and will be investigated. PGCDSS reserves the right to deny, suspend or revoke the access of the Contractor and/or any User to the system for consistent or egregious violation of HMIS policies as determined by the PGCDSS.
- C. Participating Contractors and Users will receive notification of planned interruptions to service one week prior to the interruption whenever possible. In the event of an unplanned interruption, central server staff will make a determination if the cause can be repaired within 2 hours. If the cause can be repaired, the primary system will remain in use. If the primary system cannot be repaired within 2 hours, the secondary system will be brought into production.
- D. Protection and destruction of data policies vary and are subject to review and approval by PGCDSS. Contractors choosing to store local copies of data are required to develop policies and procedures detailing how data is generated, stored, and destroyed and must submit such policies and procedures to PGCDSS for review and approval prior to implementation at the local level.

**HOMELESS SERVICES MANAGEMENT INFORMATION SYSTEM (HMIS)
HARDWARE SPECIFICATIONS ~ WORKSTATION REQUIREMENTS**

Minimum Requirements:

Pentium 3 or higher
40GB hard drive,
1 GB RAM
Microsoft Windows XP
Microsoft Internet Explorer / Netscape Navigator 4.0 browser
Internet Connectivity (hosted version) or LAN connection (LAN version)
VGA monitor with 800 x 600+ resolution

Recommended:

Pentium 4 Processor
80 GB hard drive
2 GB RAM
Microsoft Internet Explorer 7.0 + browser
Broadband Internet Connectivity (hosted version) or LAN connection (LAN version)

SAMPLE BUDGET LINE ITEMS

The following are examples of some specific line items:

- Compensation:** All salaries of employees on payroll charged to program budget. There should be original documents available for inspection (payroll records, time sheets) to support this expenditure.
- Fringe:** Payroll taxes, insurance, worker's compensation, retirement, etc.
- Technical & Special Fees:** Charges paid for legal, insurance, accounting and auditing expenses paid to outside firms.
- Communication:** Phones, faxes, pagers, etc.
- Travel & Transportation:** Mileage, gas, oil and vehicle repair/maintenance, bus tokens, etc.
- Contractual Services:** Any person or service secured on a contractual basis (computer specialist, medical staff, employment counseling staff, mental health services, etc.)
- Meals:** Food & beverage, etc.
- Postage & Copier Costs:** U.S. Mail, Bulk Mail, UPS services, copier lease/rental, per page fees, etc.
- Supplies & Materials:** Books, utensils, paper goods, linens, etc.
- Equipment:** VCRs, Televisions, Computers, Furniture, etc.
- Printing:** Flyers, Reports, Advertisements, etc.
- Space & Utilities:** Rent and associated facility costs
- Client Services:** Client related expenses for clothing, job related start-up equipment or supplies, or any other client-related purchase of services.
- Miscellaneous:** Any proposed expenditure that does not specifically fit the definition of another line item. These expenses must be detailed.