



REQUEST FOR PROPOSALS

for

**Extended Day/Extended Year Programming at
Universal Alcorn Charter School, Esperanza Academy Charter
School - Elementary, and Roberto Clemente Middle School**

Issued by: Public Health Management Corporation (PHMC)

On Behalf of:

**The City of Philadelphia's
Mayor's Office of Education
Office of Children and Families
Department of Human Services
and the School District of Philadelphia**

All proposals must be submitted electronically through

<https://outofschooltimerfp.secure-platform.com>

Link posted at www.philaocfost.org

**Proposals must be submitted no later than 5:00 p.m. Philadelphia, PA, local time,
on May 4, 2026**

Applicants who fail to file a complete application through the online application process will not be considered.

Optional Virtual Bidder's Conference:

Date: April 8, 2026 at 10:00 a.m.

Registration Required in advance of the Bidders Conference through via:

https://phmc-org.zoom.us/webinar/register/WN_I62oU9JnTnaRjeYqRUACMg

Registered attendees will receive a zoom link prior to the session.

A recording of the Bidder's Conference will be available by Friday, April 9th via:

<https://outofschooltimerfp.secure-platform.com/site/page/biddersconference/biddersconferencerecording>

All questions must be submitted by April 15, 2026 at 5pm through

<https://www.cognitofrms.com/PHMC1/FY26RFPEDEYAlcornEsperanzaClementeQuestionSubmissionForm>

All questions and answers will be posted by or before April 17, 2026 on <http://www.philaocfost.org/>

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Section I. Project Overview

A. Statement of Purpose

On behalf of the City of Philadelphia (the “City”), by and through the Mayor’s Office of Education (“MOE”), Office of Children and Families (“OCF”), and Department of Human Services (“DHS”), Public Health Management Corporation (PHMC) is seeking high-performing youth-serving non-profit and for-profit organizations to provide safe, engaging, and intentionally structured before- and after-school, winter break, spring break and summer programs to students in grades K-8 in the following Extended Day/Extended Year (EDEY) school sites:

School	Address	Required Components	Proposed Slots	Start-up Award	Potential School Year 2026/2027 Award
Esperanza Academy Charter School Elementary	201 W. Hunting Park Ave, Philadelphia, PA 19140	After School OST and Winter/Spring Break	60	\$27,000	\$277,440
Universal Alcorn Charter School	3200 Dickinson St, Philadelphia, PA 19146	After School OST, Morning Care (before School) and Winter/Spring Break	60	\$27,000	\$340,440*
Roberto Clemente Middle School	122 W Erie Ave, Philadelphia, PA 19140	After School OST and Winter/Spring Break	30	\$13,500	\$138,720

**Morning Care calculated at 36 slots for the school year*

Additional details regarding funding breakdowns for individual program components can be found in the sections of this RFP below regarding Funding Award Determinations and Section III Fiscal Requirements. This open, competitive Request for Proposals (RFP) seeks to identify qualified providers with the capacity and expertise to deliver General Out-of-School Time Strategy programs at EDEY schools at one or more of the school sites listed in this RFP. Applicants proposing to operate programming at locations other than the identified school sites will not be considered.

Mayor Chelle Parker’s Extended Day/Extended Year (EDEY) initiative closes opportunity gaps by expanding equitable access to high-quality, enriching experiences for students and families across Philadelphia, in alignment with the City’s vision to advance economic opportunity for all residents. EDEY leverages the City’s rich cultural, educational, and economic assets to extend learning beyond the traditional school day and calendar.

Through multifaceted programming, EDEY engages students in exploring their interests and passions while fostering inclusive environments where students feel a strong sense of belonging and connection. Programming is designed to increase student engagement and attendance, build essential academic and life skills, and support students in relationship building and community among students and staff.

By offering safe, free, and accessible before- and after-school programming, EDEY strengthens connections between families and schools while reducing childcare-related financial burdens. This allows families to redirect time and resources toward improving their economic mobility. The initiative was launched in June 2024 at 25 schools - 20 operated by the School District of Philadelphia and 5 charter schools - and

expanded in 2025-26 to include an additional 10 District schools and 5 charter schools. As of the 2025-26 school year, EDEY serves 40 schools citywide, with site selection prioritizing schools with limited enrichment access, lower academic performance indicators, and placement in high-need or “middle” neighborhoods.

Over the next three years, EDEY leadership aims to deepen the impact of programming at these 40 schools by strengthening implementation quality, stabilizing partnerships, and laying a strong foundation for future growth. This commitment ensures students continue to access new opportunities that cultivate joy, community, and fulfillment.

EDEY advances this vision by offering programming that:

- increases student engagement and school attendance;
- cultivates academic, social-emotional, and workforce-relevant skills; and
- nurture's strong school and community connections.

This community-centered approach extends beyond students to families, supporting parents and caregivers as they pursue economic stability and opportunity.

EDEY Theory of Impact

Engagement

Data from the 2023–24 Philly School Experience Survey indicate that many students do not feel motivated to attend school or see clear connections between learning and their long-term goals. Fewer than half of respondents reported feeling a sense of belonging, feeling welcome, or enjoying school. Enrichment programming offers meaningful, engaging experiences that increase student participation, strengthen school attachment, and support improved attendance.

Skill Building

Research shows that enriching experiences help students develop critical skills for success in school and beyond. Enrichment activities strengthen executive functioning—such as focus, organization, and persistence – while also building social and emotional competencies including self-awareness, collaboration, and relationship building. Together, these skills support academic achievement and long-term workforce success.

Community

At the school level, enrichment programming fosters inclusive and trusting environments. These experiences strengthen peer relationships, increase students’ sense of school affiliation, and improve family engagement. Enrichment programs also serve as key entry points for community-based organizations to partner with schools in meaningful and sustained ways.

Economic Opportunity

When children are enrolled in high-quality before- and after-school programming, parents and caregivers experience reduced stress related to childcare. Free and accessible programming allows families to devote more time and energy to employment, training, or professional advancement—ultimately improving their economic prospects.

Program Overview

EDEY provides programming that extends both the school day and the school year, which may include:

- before- and/or after-school programming covering the hours of 7:30 AM to 6:00 PM, five days per

- week (Monday – Friday) during the academic year (including half days);
- specialized enrichment programming offering six hours of club-based activities per week;
- programming during winter and spring breaks (a total of nine days); and
- Summer Achievers, a six-week summer program.

To achieve the intended outcomes, all EDEY schools will offer programming across the following core areas:

- Enrichment Programming – activities that build skills and interests beyond the core curriculum (e.g., arts and culture, STEAM/STEM, sports and recreation);
- Academic Programming – activities aligned with core academic subjects and curricula (e.g., tutoring, homework support);
 - Elementary school programs incorporate early literacy practices
 - Middle school programs emphasize career awareness and exploration
- Community Building – activities that strengthen relationships among students and staff (e.g., shared meals, norm-setting, relationship-building);
- Experiential Learning – activities that connect students to Philadelphia’s cultural and civic resources, positioning the city as a classroom.

Organizational Roles

a) City of Philadelphia’s Mayor’s Office of Education

The Mayor’s Office of Education (MOE) provides leadership to promote Mayor Parker’s vision of a world-class system of education for Philadelphia learners of all ages and socioeconomic backgrounds and works to ensure that children succeed and thrive in all educational settings.

To achieve this, MOE:

- Advances the Mayor’s education priorities to support economic opportunity for all including EDEY schools, recruitment and retention of diverse teacher workforce, and school facilities modernization.
- Forges partnerships with diverse stakeholders to strengthen the local education landscape and increase opportunities for Philadelphians.
- Supports the Mayor-appointed Board of Education of the School District of Philadelphia.
- Works with stakeholders to provide long-term, sustainable state funding for public education.
- Develops and supports career pathways that prepare students for public and private sector employment.

MOE administers a number of City-sponsored initiatives, including Adult Education, Community Schools, the Octavius Catto Scholarship, and the Foster Grandparents program.

b) City of Philadelphia’s Office of Children and Families and Department of Human Services

Established in 2020, the Office of Children and Families (OCF) aligns City policy, funding, and services to improve outcomes for Philadelphia’s children and families, centering on safe children, strong families, and supported schools and communities. OCF oversees key systems - including DHS, PHLPrek, Out-of-School Time, and youth workforce initiatives, and partners with MOE, the School District of Philadelphia, and PHMC to ensure coordinated and high-quality EDEY programming.

c) *Public Health Management Corporation*

PHMC is a nonprofit public health institute that builds healthier communities through partnerships with government, foundations, businesses, and community-based organizations. It fulfills its mission to improve the health of the community by providing outreach, health promotion, education, research, planning, technical assistance, and direct services. PHMC has served the Greater Philadelphia region since 1972 as a facilitator, developer, intermediary, manager, advocate, and innovator in the field of public health. With over 2,500 employees, 350 programs, a network of subsidiary organizations, 70 sites, and close to 350,000 clients served annually, PHMC has become one of the largest and most comprehensive public health organizations in the nation.

In this role, PHMC, in collaboration with the City of Philadelphia, supports the OST provider solicitation process, monitors provider and program services, manages data collection and reporting related to provider service delivery, and oversees provider contract development, execution, invoicing, and payment.

PHMC has partnered with the City of Philadelphia since 2008 to support the OST network. This RFP is issued by PHMC and contracts resulting from this RFP will be between the awarded providers and PHMC.

B. Request for Proposals

This RFP outlines the City of Philadelphia's commitment to Mayor Parker's vision for closing opportunity gaps by expanding equitable access to high-quality, enriching experiences for students and families across Philadelphia, in alignment with the City's vision to advance economic opportunity for all residents. This RFP is solely to identify one to three organizations that will be selected to operate the general strategy Out-of-School Time (OST) program at one or more of the three listed EDEY sites on page 7 under the Statement of Purpose section.

Funding Availability

The City of Philadelphia is committed to providing funding for out-of-school-time programs. For this RFP, it is anticipated that up to \$756,600 will be awarded to selected EDEY/OST providers. In subsequent years, award amounts for the identified school sites will be based on the determination of funding available for summer and school year programming. For the initial contract for FY27 awarded through this RFP, funding will be distributed to awarded providers on a fee-for-services basis for after-school programs. Please refer to the Fiscal Requirements section of this RFP for information.

Period of Performance

The contracted term initially awarded through this RFP will begin July 1, 2026, and run through June 30, 2027. It includes a start-up period (July through September) and school year program (October to June). In subsequent fiscal years, it is anticipated that providers will be contracted for a full 12 months of service inclusive of, winter camp (3-6 days), spring camp (3-4 days), and summer programming (6 weeks).

Subsequent contract terms are subject to the availability of funding and City of Philadelphia. Awarded providers must participate in an annual performance review and contract renewal process to receive funding in any subsequent year of the grant period.

Funding Award Determination

Awardees will operate under fee-for-service contracts based on the funding table below. More detailed information about the general strategy, program models, and required operating components is provided below in Section II OST Program Content and Delivery. More information about contracting and payment is provided in Section III Fiscal Requirements.

Award notifications will identify the approved model and strategy for each site. Awarded providers must align programming with all grades in their approved program model.

The table below notes minimal operating requirements, slot allocations, funding amounts, and programming expectations. More detailed information about the strategies and models is provided below in Subsection D OST Program Strategy and Model Details.

Funding Awards Table

The following table reflects funding for year 2 of contract.

School Site	Strategy & Model	School Year Operating Requirement	Before Care Monthly Rate Per Slots	After Care Monthly Rate Per Slot	Winter Break	Spring Break	Summer Operating Requirement	Summer Monthly Rate Per Slot	Total Annual Funding Per Slot	Minimum Slot Level
Esperanza Academy Charter School - Elementary	General Strategy/ Elementary Model	5 days a week 40 weeks 3 hours a day, except Wednesdays – 5 hour day	N/A	\$355	\$312	\$312	5 days a week for 6 weeks 7.5 hours per day	\$608	\$5,390	60
Universal Alcorn Charter School	General Strategy/ Elementary & Middle Combined (K-8) Model	5 days a week 40 weeks 3 hours a day	\$175 (36 slots only)	\$355	\$312	\$312	5 days a week for 6 weeks 7.5 hours a day	\$608	\$7,140	60
Roberto Clemente Middle School	General Strategy/ Middle Model	5 days a week 40 weeks 3 hours a day	N/A	\$355	\$312	\$312	5 days a week for 6 weeks 7.5 hours per day	\$608	\$5,390	30

C. Site Identification

This RFP seeks organizations that have the capacity to operate General OST programs within one or more of the following School District of Philadelphia and charter schools. This RFP is only seeking organizations to operate OST programming within the school buildings listed below. Organizations may seek to apply to operate within one, two, or all three school sites. A separate application is required for each site the organization is seeking to serve.

Esperanza Academy Charter School - Elementary
201 W. Hunting Park Ave, Philadelphia, PA 19140

Universal Alcorn Charter School
3200 Dickinson St, Philadelphia, PA 19146

Roberto Clemente Middle School
122 W Erie Ave, Philadelphia, PA 19140

Site Requirements

This procurement is specifically for programs that will be school-based in the identified schools above.

a) Site Requirements for All Sites:

This RFP has identified the three school sites in which programming will occur. The awarded provider will be responsible for adhering to the below requirements during program services. Health and Safety regulations at the Federal, State and local levels may change at any time. Applicant organizations should familiarize themselves with current regulations available at the links below. If awarded a contract, organizations are expected to keep themselves updated and maintain compliance and ensure organizational leadership and program staff have current information.

If awarded funding, PHMC, the City, and SDP will work with applicants to ensure that within the school facility during program hours the following space requirements are met:

- Space that is conducive to physical activity
- Storage for program materials and desk space for administrative tasks
- Appropriate facilities for meals to be served
- Access to the internet
- Compliance with health and safety guidelines, inclusive of regulations from the Pennsylvania Department of Human Services, the Philadelphia Department of Public Health and the School District of Philadelphia.

Links to relevant regulatory information, including meal and food safety regulations.

- Pennsylvania Department of Human Services Child Care Regulations: <https://www.dhs.pa.gov/providers/Child-Care/Pages/Child-Care-Regulations.aspx>
- Philadelphia Department of Public Health: <https://www.phila.gov/programs/coronavirus-disease-2019-covid-19/guidance/guidance-documents/schools-guidance/>
- School District of Philadelphia Health and Safety Protocols: <https://www.philasd.org/studenthealth/#healthprotocols>
- City's Nutritional Standards: https://www.phila.gov/media/20220624124312/Nutrition_Standards_Guide_Final-2022.pdf
- School District of Philadelphia Afterschool Food Program: <https://www.philasd.org/foodservices/#mealprograms>
- Nutritional Development Services Afterschool Food Program (For Community Based Organizations): <https://www.healthymealsforchildren.org/after-school-meals/>
- School District of Philadelphia Office of Strategic Partnerships: <https://www.philasd.org/strategicpartnerships/#partner>

b) *School District of Philadelphia Schools and EDEY Schools*

Providers selected through this RFP are required to operate programming within the school buildings. The School District of Philadelphia has requirements in addition to those of the City and PHMC. Applicants must acknowledge the additional requirements and regulations for operating OST programming in School District of Philadelphia School sites.

As a major partner of the City of Philadelphia, the School District of Philadelphia (SDP) recognizes the benefit of OST to school communities. Providers selected through this RFP will be included in the City of Philadelphia Agreement for Services with SDP which outlines facilities usage and guidelines. This legally binding document, which is updated annually, articulates the general expectations and arrangements for use of public-school buildings by EDEY programs for the school year. The information is incorporated into the OST/EDEY program's annual Standard Operating Procedures. The Agreement for Services makes facilities available for program operations and facilitates partnerships between provider organizations and school leadership on behalf of youth and is built on the following principles:

- Ongoing communication between the school and the external provider regarding all aspects of programs taking place after the school day ends
- Clearly defined roles, responsibilities, and tasks
- Availability of a menu of activities and services that are aligned with and support the mission of the school
- Common understanding about use of school space (designated and/or shared)
- Shared identification of students for activities and services; and
- Shared opportunities for family and caregiver input and involvement

OST providers that operate EDEY programming in SDP schools will need to comply with the Agreement for Services. Providers will be expected to complete the following **prior to beginning programming at the school.**

- Facilities Request through the District's Facilitron System
- Submission of Insurance Documentation
- Submission to SDP of all staff clearances, evidence of mandated reporter training, and completion of Act 168 documentation.
- Details on the above prerequisites are including in the Appendices, including specific information on the District's Insurance requirements.

PHMC implements procedures and supports this process for all contracted OST/EDEY providers. Note that for each item above, submission of documentation does not guarantee SDP's approval. SDP's review is thorough, and applicant organizations must acknowledge that they understand these prerequisites and can complete them.

In addition to the above prerequisites, providers operating in SDP schools must complete a Collaboration Plan. In the Collaboration Plan, the provider and principal will agree to site-specific details and predetermined responsibilities (e.g. space allocation and sharing, days and times of operation, information sharing, food service). Collaboration Plans must be developed annually and updated in January and as needed. Please see the Appendices for a copy of the Site Based Collaboration Plan template.

c) EDEY Schools

School sites identified in this RFP are EDEY schools. EDEY is a City of Philadelphia initiative that closes the opportunity gap by creating equitable access to enriching experiences for students and families, supporting the City's vision to achieve economic opportunity for all residents. Through safe, free, and accessible before- and after-school and year-round programming, EDEY strengthens school communities, supports working families, and increases student engagement beyond the traditional school day.

In EDEY SDP schools, an EDEY Coordinator serves as the primary point of contact and works in partnership with school leadership, providers, and City partners to support program implementation, student enrollment, and family engagement.

In addition to meeting all requirements for operating OST programs in School District of Philadelphia EDEY schools listed above, qualified providers matched to an EDEY school will be required to actively participate in the following:

- Attend monthly partner meetings with the EDEY Coordinator and other designated school or City partners;
- Participate in planning and supporting family engagement activities, including Back-to-School and other EDEY-related events;
- Meet with the EDEY Coordinator no later than August 1 to share recruitment materials and develop a student outreach and enrollment plan for the school year;
- Support coordinated student recruitment efforts and respond to referrals from school- and City-identified partners, as applicable;
- Attend monthly school-based partner or program meetings, as required by the school; and
- Regularly share enrollment and attendance data with the EDEY Coordinator and collaborate to meet enrollment benchmarks and complete any missing registration or compliance requirements.

d) Pennsylvania Department of Human Services Regulations and Site Certification

Throughout this RFP, there are references to Pennsylvania's child care regulations: 55 Pa. Code, Chapter 3270, Child Care Centers, which can be found at <https://www.dhs.pa.gov/providers/Child-Care/Pages/Child-Care-Regulations.aspx>. The City of Philadelphia and PHMC require compliance with PA childcare regulations. In some instances, this RFP includes additional requirements. If awarded funding through this RFP, providers will be expected to meet both the requirements of the Pennsylvania childcare regulations, and any additional expectations required by the City of Philadelphia.

All organizations awarded funding under the General Strategy OST for elementary and middle school model programs will be required to apply for and secure a Certificate of Compliance from the Pennsylvania Department of Human Services (a DHS Certificate) for childcare operations at the funded site. This certification, also referred to as Licensing, provides regulations for minimum health and safety standards for program operation and is required by law under 55 Pa. Code, Chapter 20, Licensure or Approval of Facilities and Agencies. Regulations and application procedures for a PA DHS certificate can be found at <https://www.dhs.pa.gov/providers/Child-Care/Pages/Child-Care-Regulations.aspx> and <https://www.dhs.pa.gov/providers/Providers/Pages/Early-Learning.aspx>.

Applicants awarded funding for new sites that do not already have a PA DHS Certificate will need to

complete the application process and secure a PA DHS Certificate (Provisional) prior to starting OST programming. This process can take some time so applicant agencies should begin researching and preparing for this process now by reviewing information using the above links. ***New sites must be prepared to initiate the certification process immediately upon notification of award and will be expected to secure the PA DHS Certificate by October 2026*** and have children participating in programming in October/November 2026.

Applicants will be expected to acknowledge their understanding of this process and the implications. The City of Philadelphia and PHMC will not be responsible for delays in securing the required PA DHS Certificate and there will be no waivers on the fee-for-service model for the OST program. Providers that do not secure a PA DHS Certificate in time to operate programming in September will not be eligible for payment in September. Applicants are advised to begin reviewing the information at <https://www.dhs.pa.gov/providers/Providers/Documents/Early%20Learning/CD354-OCDEL%20Toolkit.pdf>.

e) *Health and Safety Regulations*

Health and Safety regulations at the Federal, State, and local levels guide OST program operations and must be met to ensure the children are safe. These regulations may change at any time. Applicant organizations are advised to familiarize themselves with current regulations available at the links below. If awarded a contract, organizations are expected to keep themselves updated and maintain compliance and ensure organizational leadership and program staff have current information.

Links to relevant regulatory information, including meal and food safety regulations.

- Pennsylvania Department of Human Services Child Care Regulations: <https://www.dhs.pa.gov/providers/Child-Care/Pages/Child-Care-Regulations.aspx>
- Philadelphia Department of Public Health: <https://www.phila.gov/programs/coronavirus-disease-2019-covid-19/guidance/guidance-documents/schools-guidance/>
- School District of Philadelphia Health and Safety Protocols: <https://www.philasd.org/studenthealth/#healthprotocols>
- City's Nutritional Standards: https://www.phila.gov/media/20220624124312/Nutrition_Standards_Guide_Final-2022.pdf
- School District of Philadelphia Afterschool Food Program: <https://www.philasd.org/foodservices/#mealprograms>
- Nutritional Development Services Afterschool Food Program (For Community Based Organizations): <https://www.healthymealsforchildren.org/after-school-meals/>
- School District of Philadelphia Office of Strategic Partnerships: <https://www.philasd.org/strategicpartnerships/#partner>

Applicant organizations are advised to consider all of the above information carefully. Provider organizations awarded funding through this RFP will be expected to know and adhere to these regulations.

D. RFP Applicant Eligibility

To be considered for funding under this RFP, an applicant must be:

- A private for-profit or non-profit organization and cannot be a government agency. Organizations that are tax exempt under Section 501[c]3 of the Internal Revenue Code must submit a copy of their most

recent IRS Determination Letter.

- Must have at least one year or more of experience running youth development programs that serve youth and their families residing in Philadelphia’s most underserved communities.
- Must have experience successfully completing PA DHS childcare certification at one or more locations (school- or community-based).
- In addition: applicants must be willing and able to operate an OST program within the applied for school sites; applicants that seek to operate programming at a different location than the school sites listed in this RFP will not be considered. This is not a funding opportunity for community-based or center-based after school programming outside of the listed school buildings.

Organizations awarded funding through the RFP will be required to:

- Offer awarded OST programs to participants at no cost to families and youth attending.
- Offer program to the participants for the program hours at the site identified for funding.
- Provide programming that aligns and fully complies with the City of Philadelphia’s Out-of-School Time Standard Operating Procedures aligning with the strategy, model and site type awarded.
- The provider organization will need to secure a Pennsylvania Department of Human Services Certificate of Compliance prior to program operations.

E. General Disclaimer

This RFP does not commit PHMC or the City of Philadelphia to enter into an agreement with any organization. PHMC and the City are not liable for any costs incurred by Applicants in preparing and submitting a proposal in response to this RFP. If PHMC, in consultation with the City, chooses to award a contract, that contract will be awarded to the Applicant whose proposal is the most advantageous to the City and in the City’s best interest. If an Applicant is not awarded a contract pursuant to this RFP, neither PHMC nor the City of Philadelphia shall be obligated to debrief unsuccessful Applicants as to the basis for the decision not to award a contract to them.

Section II. OST Program Content and Delivery

A. Overview

This RFP outlines the City of Philadelphia’s commitment to daily out-of-school time opportunities that support working families and provide equitable access to high quality experiences for youth.

EDEY Program Strategies

- After-school care programming is offered daily, Monday through Friday, throughout the school year, and full-day programming for 6 weeks during the summer. After-school programming operates from end of school day until 6 pm.
- Before-school care programming is offered daily, Monday through Friday, throughout the school year. Before-school care begins at 7:30 am at schools with later start times.
- Winter and spring camp programming offers full-day programming for approximately nine days per year during times the school is closed.

Specialized Program Strategies

- Specialized activities strategy consists of singular-focused programming during non-school hours for between 2 and 3 days a week, operating for 6 hours each week during the school year. Programs may be offered by an independent contractor in collaboration with the OST program strategy or may be delivered by the OST provider.

This procurement is only for General Out-of-School Time Strategy programs at EDEY Schools inclusive of after school care, winter and spring break camps, and morning care at identified sites.

These strategies are delivered through program models that align with grade groupings to ensure programming that is appropriately targeted. The grade models are as follows:

- Elementary School grades: Early Literacy Practices (Kindergarten - 5th grade)
- Middle School grades: Career Awareness (5th- 8th grades for the purposes of this RFP)

This RFP opportunity is limited to organizations that are able to operate under the General Strategy within the elementary and middle school models to be implemented in the targeted schools. If awarded slots, providers must adhere to the awarded model and strategy and carry out the program based on the requirements outlined in this section. Awarded providers will receive a Standard Operating Procedure (SOP) for their program that further defines program requirements. The information below will be part of the FY27 School Year OCF Standard Operating Procedure. Providers must make programming available to all grade levels in their program model and enrollments must align with the approved grade ranges for each program model listed above.

While delivery methods vary across sites, models, and strategies; skill-building in the areas of early literacy, career awareness, high school preparation and career preparation is driven by the age-group model and strategy. As noted earlier, the City of Philadelphia is working closely with SDP to align key goals. Elementary includes a focus on early literacy and middle school includes a focus on career connected learning outcomes. There are activities that are associated with each model (see section on Model and Strategy details below). There are also program requirements that are consistent across all strategies and models:

Structured Activities and Culminating Events

All OST program delivery must include a variety of structured activities. Structured activities are

intentionally designed and sequenced activities led by a group leader which require regular attendance for a specific period to achieve specified learning or skill gains.

Structured activities are essential in after-school programs to provide students with purposeful, engaging learning experiences. These activities promote academic growth, critical thinking, teamwork, and social-emotional development while giving students a sense of structure and accountability beyond the school day.

To be effective, projects should be well-planned with clear goals, timelines, and expectations. They should be age-appropriate, inclusive, and broken into manageable steps, allowing students to actively participate and take ownership of their learning. With consistent implementation, guidance from trained staff, and opportunities for reflection and celebration, structured activities help create meaningful, enriching after-school experiences.

Structured Activities come in four approaches: project-based learning, experiential learning, service learning, and curriculum-based clubs.

To ensure the success of the delivery that optimizes youth's learning experiences, providers will:

- Develop detailed program schedules and calendars
- Develop detailed planning forms or lesson plans that support the learning objectives and targeted skill development
- Integrate culminating events and activities
- Provide documentation of youth reflection and youth feedback

Providers must facilitate culminating event skill shares, or a demonstration to mark the accomplishments of the gained skill or area of growth, and to create community and comradery. Culminating events are the final activity or experience that takes place at the end of a project, program, or learning cycle. Its purpose is to bring participants and the community together for youth to showcase, reflect, and celebrate their achievements.

Examples of culminative events include: a drama class that leads up to a performance; garden club that grows greens culminating in family salad night; poetry club culminating in open mic for participants; chess club leading to a tournament; computer programming leading to a teach-in/demo day. Programs must provide structured activities for at least two hours of programming time each day (total program day is three hours). Remaining time should include snacks, homework, and transitions.

For both models, funded providers are to produce four (4) culminating events that allow participants to share and celebrate their learning. There should be three (3) school-year events and one (1) summer event at a minimum. A culminating event should celebrate the activity/activities that have been completed. Culminative events could include, but are not limited to, a field trip, family event, display project, or classroom presentation.

Field Trips

The OST program should include field trips throughout the school year, winter and spring camp, and summer programming. Field trips may be on-site or off-site activities. Field trips can be part of structured activities and may be held on half days. Off-site trips can include walking tours and/or local neighborhood activities, as well as trips to cultural organizations, institutions or other places that may require buses.

All General Strategy School Year providers will be required to host a minimum of 5 field trips for students each school year. For after school programs, these trips must be a minimum of 2 off-site and 3 on-site. For Summer Camps, General Strategy Elementary and Middle School Models, providers must host a minimum of 6 field trips for students. These Summer field trips must be a minimum of 3 off-site and 3 on-site. Winter and Spring Break camps must have at least 1 off-site trip per camp. Specialized providers are also required to include field trips in their programming but have more flexibility in the number and frequency of the trips.

Inclusive Programming

Providers are responsible for providing reasonable accommodations to make OST programming accessible to all children and families. Accommodations can include but are not limited to accommodations for families that face language access issues, health supports (behavior, mental or physical), students with IEP's and/or who have disabilities. Program staff must participate in the mandatory Accommodations 101 training session to prepare them to create a program space that is inclusive to all youth.

Providers will be required to create programs that provide accessible and inclusive programming. Awarded providers will receive support from OST Program Liaisons, PHMC's Technical Assistance Manager and Technical Assistance and Training Providers to implement inclusive practice and provide accommodations.

B. OST Program Target Population

The City of Philadelphia is committed to Philadelphia residents in neighborhoods across the city as outlined in Improving Outcomes for Children found at: <https://www.phila.gov/departments/department-of-human-services/about-us/improving-outcomes-for-children-ioc/>. The EDEY program has developed a school selection framework. Criteria include student vulnerability measured by poverty and neighborhood violence levels, school academic performance, and student involvement in DHS child welfare system. To advance economic opportunity for all, EDEY school selection also targets schools in middle neighborhoods, measured by high levels of employment and homeownership, and low levels of blight. All programs must prioritize the enrollment and retention of children and youth who have open cases with Philadelphia's child welfare system. In addition to focusing recruitment efforts on families involved with the child welfare system, programs are expected to target their enrollment and retention efforts toward youth most impacted by poverty, truancy, poor academic performance, and those who identify as having limited English proficiency or face other adversities that might challenge their long-term school and life success.

This RFP is only for the provision of OST services to youth who reside in the City of Philadelphia. PHMC will not pay for services to children with addresses outside the City of Philadelphia. If a child who is a resident of Philadelphia is temporarily residing outside of Philadelphia due to a Department of Human Services out of home placement, that child may be served and will be counted toward invoicing.

Referral Process:

OST providers are expected to work in partnership with OCF/DHS to ensure that DHS-involved youth are prioritized for enrollment. At the school level, providers should collaborate closely with school leadership and the EDEY Coordinator to prioritize students who are DHS-involved, as well as other students identified and recommended by school leadership. DHS-involved youth are defined as children or members of

families with an open and active case with the City of Philadelphia’s Department of Human Services (DHS) or its partner programs, including Community Umbrella Agencies (CUAs), Community Schools Case Management, Truancy Case Management, Child Welfare Prevention programs, Family Empowerment Services (FES), and/or Family Empowerment Centers (FEC).

Enrollment and Registration Process:

OST Providers will manage the enrollment of students. There is no citywide centralized enrollment. OST programs are limited in size and often fill up with families. To facilitate broader access, OST providers are advised to work with partner schools and EDEY coordinators to obtain referrals from the target populations described above. Awarded providers should plan on meeting the following enrollment timelines:

- Fill 85% of School Year program slots by the end of September and maintain full enrollment for rest of the school year.
- Fill 100% of Summer program slots prior to the start of Summer Camp and maintain full enrollment for the summer.

For EDEY SDP schools, up to 10% of winter, spring, and summer camp slots may be allocated to non-SDP students if space is available.

For EDEY charter schools, participants must be enrolled at the school where the program is contracted to operate, unless prior approval is obtained. A principal may provide written authorization for a provider to use up to 10% of allocated slots for students who do not attend the school. This written approval must be submitted to PHMC. Providers may not bill for students who do not attend the contracted school unless prior approval has been granted.

All programs, all year, are expected to work with EDEY coordinators and school personnel on recruitment for any open program spots.

C. Program Schedule Requirements

Organizations awarded contracts under this RFP will be expected to operate OST Programming year-round. Funding is intended to support year-round staffing and operations for all models. As noted in the section on Period of Performance above, for the initial contract year, programming will begin in September; in subsequent contract years, contracts will cover both the school year and summer term. The requirements for hours and days of program services are as follows:

General Strategy Schedule Requirements

Where specific schools have differing requirements, that is noted below, otherwise all proposed programs should follow the below requirements.

Elementary & Middle School	
School Year Operation	<ul style="list-style-type: none"> • Three (3) hours per day, five days per week (Monday – Friday) beginning at school dismissal. • For days that are scheduled as half days for the schools served, providers should plan to operate additional hours from school dismissal to the regular program

	<p>closing time.</p> <ul style="list-style-type: none"> ○ <u>Esperanza Academy Charter School</u> has early dismissal every Wednesday. The OST program operating here will plan to operate additional hours weekly on Wednesdays, beginning at early dismissal. ● For providers operating in School District of Philadelphia buildings, OST programs must vacate school buildings by 6 p.m. For schools with late dismissal times, OST programs may operate less than 3 hours as a result. ● The OST program operating at <u>Esperanza Academy Charter School</u> will dismiss daily by 5:30 p.m.
	<p>School Year activities will run for a minimum of 175 days over 40 weeks.</p> <ul style="list-style-type: none"> ● Providers are expected to follow the host schools approved calendar for open/closed days. ● Providers are expected to operate during half days.
	<p>Morning Care programs at <u>Universal Alcorn</u> will operate daily from 7:00 a.m. to 8:00 a.m.</p>
	<p>Winter Break and Spring break camp will run for 3-4 days. Exact dates will be distributed prior to the launch of camp.</p> <ul style="list-style-type: none"> ● Times: Children 8:30 a.m. - 5:30 p.m. (9 hours) ● Staff: 8 a.m. to 6 p.m. (10 hours)
Summer Operation	<ul style="list-style-type: none"> ● 7.5 hours per day, five days per week (Monday – Friday) ● Typical hours are between 8 a.m. and 4:30 p.m.
	<p>Summer program will run for six weeks over the summer.</p> <ul style="list-style-type: none"> ● Start and end dates will be identified each year by the City of Philadelphia in coordination with the partners schools.

D. OST Program Strategy and Model Details

General Out-of-School Time Strategy

The General Out-of-School Time (OST) Strategy provides regular before- and after-school programming to Philadelphia’s most vulnerable youth throughout the school year and for school breaks and six weeks over the summer.

a) *Elementary School Model: Early Literacy Practices*

Overview: The Elementary School Model requires providers to offer engaging and dynamic activities that embed early literacy strategies into their program delivery. Early literacy strategies include independent reading time and read aloud. Practices should be integrated into structured activities in fun and exciting ways that inspire reading motivation.

To maintain program quality and ensure programs are building environments that promote a love of reading, all K-5 OST providers (Elementary school models) must offer evidenced-based early literacy supports.

The School District of Philadelphia has adopted a science of reading and structured literacy approach for ELA instruction. Professional development will be provided to ensure staff are aligned with district instructional practices.

Reading Aloud and Sustained Silent Reading

The National Institute of Out of School Time (NIOST) notes five main reasons for selecting these two practices:

1. There is a research base for each practice that extends over several decades.
2. The practices are demonstrated in the behaviors of proficient readers.
3. The practices encompass a wide variety of materials that are of interest to a wide variety of readers.
4. These practices provide common activities and common language for literacy supports that can be taken up by OST providers.
5. These practices can also be taken up easily by family members.

Reading Aloud allows children to engage in interesting and enjoyable stories and other texts each day. Reading aloud to children encourages them to read as well. As children listen to stories their attention span increases. **Sustained Silent Reading** is engagement in free reading of self-selected books for short periods of time each day.

While **Sustained Silent Reading** is considered a light touch practice, the City of Philadelphia seeks to remain aligned with the priorities and best practices of our School District partners which replaces Sustained Silence Reading with **Independent Reading** as a method for self-guided reading. OST activities, including Literacy, should reflect and be an extension of academic practices implemented during the school day. The guidance below is adapted from the School District of Philadelphia's English Language Arts Guide and allows for continuity across school and out-of-school time literacy activities. This guide can be found at:

https://docs.google.com/document/d/11vU9OSQb7AuI46McQx6QNI_FXsbmZsDC9IqKMPjk5_A/edit.

Independent Reading can be implemented at any point in the literacy block and is used to create an appreciation for reading, develop fluency, apply metacognitive thinking, build and extend content/background knowledge, and practice reading skills. It also provides an opportunity for students to increase reading stamina. Independent Reading can be implemented in a variety of ways where students can read to self, read to others, or practice computer-based reading, etc. OST Providers should ensure reading completion by assigning follow-up activities aligned to independent reading (critique, literary analysis, book talk, etc.).

For further detail on literacy best practices in OST please refer to the following resources: [Supporting Literacy in OST: Summary of Evidence, June 2017](#); [An Examination of OST Early Literacy Practices in Philadelphia, October 2017](#); and [OST Early Literacy Quality Tool, October 2017](#). This body of work was geared towards developing a quality tool to help identify and understand the indicators of high-quality OST literacy programming, the characteristics of Philadelphia's programs, and the extent to which local programs align to the indicators, providing a basis for implementing and scaling quality early literacy OST interventions. (Funder: William Penn Foundation)

Outlined below is an overview of the goals, objectives, activities, key performance indicators, and outcomes tied to the Elementary School Model. Providers should work to retain the same youth for a full 12 months of programming.

Elementary School Model
<p>Goal</p> <ul style="list-style-type: none"> To help youth make gains in their motivation to read and foster a love of reading.
<p>Objectives</p> <ul style="list-style-type: none"> Engage youth in activities that increase their motivation to read. Provide programming that is fun, engaging, and integrates literacy. Incorporate OST activities, including Literacy, that reflect academic practices implemented during the school day.
<p>Activities</p> <ul style="list-style-type: none"> Incorporate read aloud (RA) or independent reading (IR) into lesson plans daily for a total of 30-45 minutes a day. <p>Independent Reading sessions:</p> <ul style="list-style-type: none"> Offered Daily, built into lesson plans All children read <ul style="list-style-type: none"> 15 minutes for K-1 20 minutes 2-4 Should be a relaxed and comfortable environment <p>Read Aloud sessions:</p> <ul style="list-style-type: none"> Offered Daily, built into lesson plans Staff members read aloud to students <ul style="list-style-type: none"> 15-minute sessions for all grades Time should include both reading and opportunities for conversation about the book or text Entire book does not have to be completed in session RA sessions do not have to follow IR sessions, provider should determine the schedule of both Should be a relaxed and comfortable environment <p>Additional Literacy Activities include:</p> <ul style="list-style-type: none"> Delivering structured literacy-inspired activities related to Creative and Performing Arts, Athletics and Health, and/or STEM Producing culminating events that allow participants to share and celebrate their learning Incorporating literacy into the program environment via materials and equipment
<p>Key Performance Indicators</p> <ul style="list-style-type: none"> 90% of enrolled youth will participate in independent reading and read aloud activities daily for 30 minutes per day 90% of enrolled youth participate in three culminating events per school year and one culminating event during the summer attached to their structured activities 90% of participants attend program for the target time of four days per week 80% of 4-5th grade enrolled youth complete pre and post Survey of Academic and Youth Outcomes -Youth (SAYO-Y)
<p>Outcomes</p> <ul style="list-style-type: none"> Youth show increase in reading motivation Youth consistently attend programs four days or more per week

b) *Middle School Model: Career Awareness and Exposure*

Overview: Middle School Model providers will engage and retain youth in programs that embed career awareness and exposure strategies. Practices should be integrated into interactive and hands-on structured activities that allow for exploration, skill building, and planning for the future. All providers of middle school OST should propose and be prepared to deliver programming that scaffolds career awareness and exposure activities. Youth enrolled in these programs should be preparing for work experiences.

Outlined below is an overview of the goals, objectives, activities, key performance indicators, and outcomes tied to the Middle School Model and its content area.

<p>Middle School Model</p>
<p>Goals</p> <ul style="list-style-type: none"> • To help middle school youth align their interests and passions to potential career paths • To support middle school youth as they form their identity, cope with developmental changes, and navigate peer relationships
<p>Objectives</p> <ul style="list-style-type: none"> • Youth explore and identify their strengths and interests with special attention to activities that expose youth to educational and career pathways • Youth have a voice and choice in activities that support their career interests
<p>Activities:</p> <ul style="list-style-type: none"> • Integrate career awareness in structured activity topics and lessons • Provide opportunities for youth to participate in industry tours including career fairs, guest speakers, job shadow, college visits, and career days • Support the development of work skills including public speaking, communication, financial literacy, critical thinking, collaboration, etc. <p>Additionally, activities should:</p> <ul style="list-style-type: none"> • Include enrichment clubs and/or activities that connect to their interests and passions to show career pathways • Allow youth to discover strengths, interests and skills through engaging experiences that foster creativity, learning and personal growth • Support youth development through social and emotional competency, conflict resolution and physical health • Offer youth opportunities to discover careers through outings and off-site events such as industry tours, field trips, and educational outings that expand outlook on future goals
<p>Key Performance Indicators</p> <ul style="list-style-type: none"> • 100% Enrollment maintained throughout the program • 90% of enrolled participants participate in one or more industry tours per year • 90% of enrolled participants complete 3 culminating events during the school year and 1 culminating event in the summer • 90% of enrolled participants meet the model target time of three days per week, one hour per day • 80% of enrolled youth complete pre and post Survey of Academic and Youth Outcomes -Youth (SAYO-Y)

Outcomes

- Youth increase awareness of educational and career pathways related to their strengths and interests
- Youth have high rates of program participation
- Youth report learning new things from the program
- Programs provide high-quality, equitable experiences

E. Continuous Program Improvement

City of Philadelphia seeks to work with organizations that tirelessly pursue quality content, prioritize program planning, and have a deep willingness to embrace continuous program improvement. All City OST providers need to build time for continuous program improvement activities into their staffing schedules. This includes internal goal and action planning, training in City of Philadelphia MOE/OCF OST program quality tools detailed below, an end of summer data debrief session, and a school year data debrief session, participation in school-year Community of Practice meetings with PHMC Program Liaisons, and staff professional development.

To support continuous program improvement, the OST network uses tools from the National Institute of out of School Time (NIOST). The National Institute on Out-of-School Time (NIOST) is a nationally recognized leader in research, evaluation, and professional development for afterschool, summer, and expanded learning programs. NIOST advances the quality of out-of-school time (OST) programming through evidence-based tools, training, and resources that help organizations strengthen youth outcomes, improve program environments, and support continuous quality improvement.

PHMC uses NIOST quality assessment tools in the APAS system (Assessment of Program Practices Tool, SAYO-S, and SAYO-Y)—that help programs measure social-emotional skills, program practices, and youth engagement. These tools support continuous program improvement across the provider network.

OST providers selected through this RFP will be required to undertake the following CPI activities annually:

- Implement surveys and participate in observation activities to measure welcoming environments inside programs.
- Identify an area of focus within the Measurement & Improvement Areas of Focus (Are students learning? Are students leading? Are students friendly? Are staff caring? Are staff organized?)
- Support youth in Grades 4 and up to complete the Survey of Academic and Youth Outcomes-Youth Survey (SAYO-Y) three times per year
 - Ensure all site-level OST staff are trained in implementing the SAYO-Y tool in advance of the program.
 - Site staff must support youth to complete the SAYO-Y during designated times:
 - Summer during the 5th week of programming
 - Winter in November and December
 - Spring in April and May
- Schedule with their OST Program Liaison for a NIOST Assessment of Program Practices Tool Observation (APTO) three (3) times per year – July, Fall (Oct to Dec) and Spring (March to May). **OST Provider participation in the APTO is required.**
- Participate in a 1:1 summer and school year data debrief sessions with their PHMC Program Liaison or

Performance Coordinator

- Create goals determined from Data analysis calls completion and document the progress/completion
- Participate in a Summer OST Network Data Session with all MOE/OCF-OST funded summer sites and feedback session.

MORPh Data Dashboard

As part of the continuous program improvement process (CPI), the results of the APTO, SAYO-Y and SAYO-S, as well as student demographic data, attendance, and enrollment data will be entered into the OST data dashboard—a system adopted from Boston After School and Beyond’s PRISM Dashboard. Providers will have their own login to access this information and compare their program outcomes to comparison groups plus the Philadelphia MOE/OCF OST provider network as a whole. Additionally, PHMC Program Liaisons and/or Performance Coordinators will meet one on one with their assigned OST sites for a summer data debrief to review data based on both provider identified areas of focus and program key performance indicators. OST Performance Coordinator will facilitate Data Analysis and Debriefs and OST Coaches will monitor and support progress towards provider-stated program goals. Each program is expected to have a minimum of three staff in attendance including any of the following: Executive Director, Program Manager, Site Director, Group Supervisor, Group Leader, Data Entry Staff.

Program Supports

Each site will have an assigned OST Program Liaison. OST Program Liaisons are the main point of contact for provider program challenges. OST Program Liaisons provide technical assistance and coaching to providers to achieve quality programming.

OST Program Liaisons support providers in the following ways:

- Review enrollment and attendance trends and discuss areas of growth when needed
- Conduct site observations using NIOST APTO
- Share access to resources and professional development opportunities
- Group and/or individual coaching on key performance indicators and programming needs
- Convening provider communities of practice
- Review and give feedback on program implementation including structured activity lesson plans, program goals, schedule, etc.
- Support and monitor progress toward MOE/OCF stated program goals, objectives and activities
- Serving as point of contact for programmatic support and requirements

Community of Practice

A Community of Practice meeting is used by OST Providers and MOE/OCF staff with a shared interest in a topic for networking, learning, and mutual support. OST Providers must participate monthly in Community of Practice meetings hosted or scheduled by OST coaching teams. Program Liaisons will send monthly invitations to site directors to participate in Community of Practice meetings. OST Managers may invite providers to lead a Community of Practice meeting. OST Site Director must attend a community of practice each month.

Professional Learning Opportunities

Staff assigned to City of Philadelphia OST contracts must participate in a minimum of 20 hours of training per school year. This does not include special school year and summer kick-off events or OCDEL-required annual trainings to meet Health and Safety standards. The required training hours are expected to contain an equal mix of the following: Professional Learning Competencies (10) Child/youth growth and development, Learning environments and curricula, Child/youth observation and assessment, Relationships and interactions with children and youth, Youth engagement voice and choice, Equity and inclusion, Family, school, and community relationships, Safety and wellness, Program planning and development, and Professional development and leadership.

Examples of the Competencies include:

- Child Development
- Content Specialty
- Operations
- Social and Emotional Learning

PHMC uses an online professional development dashboard for OST providers, known as The DASH, to centralize and track all required trainings and professional development activities such as workshops, webinars and on-demand sessions. The DASH ensures staff meet training expectations, supports compliance with system requirements, and gives supervisors and intermediaries real-time visibility into training completion. By using The DASH, the OST system maintains consistent training quality across the network and can identify areas where additional support or capacity-building may be needed.

OST providers selected through this RFP will be required to fulfill training requirements in the 2026-2027 School Year. Providers may participate in training hours from other professional Youth Development training sources to fulfill the required hours. Providers must maintain a copy of the certificate in staff files and upload into their Dash profile. Providers must input training hours and completion in The Dash to accurately reflect completed training hours and competencies.

F. EDEY Program Administration, Staffing, and Compensation Requirements

In addition to the information below, applicants must review all of the requirements under Section I Sub Section C Site Identification. Applicants that are considering serving a School District of Philadelphia school must also reference the below Subsection G School District of Philadelphia School Based Providers.

Staffing

Staff assigned to City of Philadelphia OST contracts must have adequate time for training, program planning, and program implementation. Site Directors must only be assigned duties related to the City of Philadelphia MOE/OCF OST contract. All staff assigned to the OST program (Full-time and Part-time) must be granted time for training/professional development, CQI activity participation, program planning, and program implementation. Awarded providers will need to budget accordingly for this time.

Providers must develop an adequate infrastructure to support the program. A model infrastructure is expected to include internal program quality assurance processes and protocols, appropriate program and

staff supervision, support for data, and compliance and fiscal management of the program. Providers must have adequate capacity to adhere to the standard operating procedures and contract.

Providers must develop staffing patterns that adhere to the requirements of this SOP and support Public Health Guidelines. Providers must plan staffing based on assigned slot allocations and program models and must ensure that each site is staffed sufficiently to comply with Pennsylvania childcare regulations (PA Code, Title 55, Chapter 3270). The staff positions listed below and minimum qualifications must be met. In those cases where MOE/OCF requirements listed below are not found in the Pennsylvania Child Care Regulations, the provider is expected to meet both the requirements of the Pennsylvania childcare regulations, and any additional expectations required by MOE/OCF.

Staff/Child Ratio Requirements

To ensure appropriate staff-to-child ratios, programs must be adequately staffed with one qualified staff member (Group Supervisor and/or Group Leader) for every 12 students in elementary models and every 15 students in middle school models. Site Directors may not lead a group or be counted toward meeting required staff-to-child ratios in any model. All positions that fulfill ratio requirements must be clearly reflected in program budgets and staffing plans.

Wage Requirements

The cost per slot reflects the City's commitment to quality programming delivered by a well-prepared and appropriately compensated workforce. As such, there are required compensation rates: Site Directors in Specialized Strategy programs are required to receive compensation, that if annualized is at equivalent to at least \$44,000. All hourly and part-time staff delivering programming to youth are required to earn at least \$18 per hour. There are no exceptions to these minimum compensation requirements, and no waivers will be granted.

Staffing Components for General Strategy Programs

Site Director: All OST sites must identify a Site Director. This position must be on-site during program operations. For providers that are serving a single site with both elementary and middle school program models, one Site Director can support both models. This position is intended as a full-time position dedicated 100% FTE to OST-funded programming for one site. Organizations may choose to distribute responsibilities among more than one staff member, but this distribution must equate to one FTE (Full-time Equivalent), must comply with all requirements and must be clearly designated in program budgets and staffing plans.

Site Director Responsibilities: this position is responsible for the general management of the program including program planning, coordinating daily activities and written evaluation of staff on a regular basis.

The Site Director must have attained one of the following qualification levels:

- Bachelor's degree from an accredited college or university in early childhood education, child development, special education, elementary education, or the human services field and 1 year of experience with children
- Bachelor's degree from an accredited college or university, including 30 credit hours in early childhood education, child development, special education, elementary education, or the human

- services field and 2 years of experience with children
- Associate's degree from an accredited college or university in early childhood education, child development, special education, elementary education, or the human services field and 3 years of experience with children
- Associate's degree from an accredited college or university, including 30 credit hours in early childhood education, child development, special education, elementary education, or the human services field and 4 years of experience with children

Group Supervisor: These positions are required for sites with a sufficient number of children served to require this position per PA Child Care regulations (PA Code, Title 55, Chapter 3270). When required, this staff member is responsible for planning and implementing program activities, coordinating the activities of group leaders and aides and assisting the Site Director. Group Supervisor positions may be counted toward the staff/child ratio.

A Group Supervisor must have attained one of the following qualification levels:

- Bachelor's degree from an accredited college or university in early childhood education, child development, special education, elementary education or the human services field.
- Bachelor's degree from an accredited college or university, including 30 credit hours in early childhood education, child development, special education, elementary education or the human services field and 1 year of experience with children.
- Associate's degree from an accredited college or university in early childhood education, child development, special education, elementary education or the human services field and 2 years of experience with children.
- Associate's degree from an accredited college or university, including 30 credit hours in early childhood education, child development, special education, elementary education or the human services field and 3 years of experience with children.

Group Leader(s)/Assistant Group Supervisor(s): A sufficient number of Group Leader positions are required to meet the staff/child ratios described above. Group leaders are responsible for assisting in the planning and implementation of daily activities.

A Group Leader must have attained the following qualification levels:

- Associate's degree from an accredited college or university in early childhood education, child development, special education, elementary education, or the human services field and two years of experience with children.
- In lieu of an Associate's degree, a high school diploma with a minimum of two years of experience working with children and youth.

Staff Clearances

In accordance with the Child Protective Services Law, 23 Pa. C.S. §6344, it is required that all staff have:

- Pennsylvania Child Abuse History Clearance (Act 33)
- Pennsylvania State Police Criminal History Clearance (Act 34)
- Criminal history and child abuse record certifications from any other current or previous state of residence within the past five (5) year period and dated no more than one (1) year-to-the-day prior to the individual's start date
- Federal Bureau of Investigations (FBI) Criminal History Clearance

- Mandated reporter trainings
- For those sites operating in PA DHS Certified childcare sites, the National Sex Offender Registry verification is also required.

Providers operating in School District of Philadelphia facilities are also subject to the following requirements:

- The Public School Code of 1949 – Section 1 of the Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Release form (Act 168)
- Additional PA Department of Education component for Mandated Reporter Training (ACT 126)

All clearances, organized by individual staff person, must be available for review and/or submission upon request by PHMC and City of Philadelphia and other regulatory agencies.

Staff without clearances are not permitted to work with youth until clearances are secured. PA DHS waivers will not be accepted for OST programming. Organizations selected through this RFP will operate in School District of Philadelphia Schools - the MOU requires that all staff have received approval from the District prior to working on-site. For staff approved by the district in the previous program term, the approval is maintained in the District’s system for multiple years.

Clearances are required to be renewed every 60 months. Although clearances need not be renewed annually, providers are encouraged to develop levels of frequency that suit their internal needs. Any employee named as a perpetrator of a founded report of child abuse within the past five years or has been convicted of any of the crimes listed below shall be terminated immediately upon receipt of clearance information.

Any applicant named as a perpetrator of a founded report of child abuse within the past five years or convicted of any of the crimes listed below shall not be offered employment.

Providers are required to maintain staff files with relevant information and documentation for all staff who interact with youth. These files must be available for review upon request by PHMC, the City, or PA DHS/OCDEL and will also be reviewed as part of the Annual Administrative Review (See appropriate section below). Staff files must include the following:

- Child Abuse Clearances (before hire/prior to contact with youth, updated every 5 years)
- Criminal Record Clearances (before hire/prior to contact with youth, updated every 5 years)
- FBI Clearances (before hire/ prior to contact with youth, updated every 5 years)
- National Sex Offender Verification for staff serving children 15 years of age or younger in PA DHS regulated care (before hire/prior to contact with youth, updated every 5 years)
- Mandated Reporter Training (needed within 30 days, updated every 5 years)
- Staff Health Assessments (needed within 60 days of hire, then every 24 months thereafter; TB screen needed once upon hire) (sample form included in the Appendices)
- Confidentiality Agreement (needed once upon hire)
- Training Hours (20 hours per staff annually)
- Qualifications (Education and Experience)
- Email address
- Phone number
- Clearances

For staff approved by the School District in a previous program term, the approval is maintained in the

District's system for multiple years. Please refer to the requirements for the School District in the Appendices.

Providers are required to maintain current information in Cityspan, the City of Philadelphia's data management and invoicing system, for all staff funded by City of Philadelphia OST. Providers are required to enter relevant dates (date of service or date form was completed, depending on form) into the database. This information must be updated prior to each month's invoice including adding new hires and removing staff that no longer work in the program.

By entering clearance dates into Cityspan, the provider certifies that an employee has not been convicted of any of the following crimes under the Title 18 of the Pennsylvania Consolidated Statutes or equivalent crime in another state. See excerpts from the City of Philadelphia General Provisions below.

For Reference:

- Chapter 25 (relating to criminal homicide)
- Section 2702 (relating to aggravated assault)
- Section 2709.1 (relating to harassment and stalking)
- Section 2901 (relating to kidnapping)
- Section 2902 (relating to unlawful restraint)
- Section 3121 (relating to rape)
- Section 3122.1 (relating to statutory sexual assault)
- Section 3132 (relating to involuntary deviate sexual intercourse)
- Section 3124.1 (relating to sexual assault)
- Section 3125 (relating to aggravated indecent assault)
- Section 3126 (relating to indecent assault)
- Section 3127 (relating to indecent exposure)
- Section 4302 (relating to incest)
- Section 4303 (relating to concealing death of child)
- Section 4304 (relating to endangering welfare of children)
- Section 4305 (relating to dealing in infant children)
- Section 5902(b) (relating to prostitution and related offenses)
- Section 5903(c) (d) (relating to obscene and other sexual materials and performances)
- Section 6301 (relating to corruption of minors)
- Section 6312 (relating to sexual abuse of children)

Providers must report staff arrest or any changes in clearance status using the procedures outlined in the OST Provider contract. Additionally, providers must ensure adoption and enforcement of policies that require and facilitate all staff to report arrest or changes in clearance status within 72 hours or less. Reporting an issue will not necessarily disqualify an entity from providing services under this agreement, however failure to report may result in contract termination and further ineligibility in OST programs in future funding years.

G. Compliance

City of Philadelphia MOE/OCF is committed to ensuring the health and safety of youth and families in OST programs and using data to verify compliance with this goal. City of Philadelphia MOE/OCF reserves the right to reject any item of work that does not meet the Department's minimum standards of performance and quality, or that does not conform to the contract or standard operating procedures. The City shall not

be obligated to pay for rejected work. Providers will meet clear health and safety standards, staff compliance requirements, youth compliance requirements, and data maintenance standards.

Compliance Supports

Each provider agency is assigned a Contract Specialist who will monitor standards and support providers when issues arise. The role of the Contract Specialist is to ensure provider compliance with the contract, including the relevant Standard Operating Procedures. Contract Specialists provide technical assistance regarding fiscal and contractual requirements. The Cityspan system also includes specific compliance reports that track compliance related data and highlight any missing or expired data points.

Compliance Requirements

Awarded agencies are required to undertake required program activities, collect specific information on all enrolled program participants, and maintain other documentation for staff and the site. Information must be kept up to date in Cityspan (see below sections on Reporting Requirements). Staff and Participant files must be maintained on-site and must be available for review upon request by PHMC, City of Philadelphia, or PA DHS/OCDEL. Documents may also be reviewed as part of the PHMC's annual Administrative Review process.

a) Client Information

The following information must be present in each youth's file and be available for Contract Specialist review during site visits or as part of the Administrative Review. Each item is described in greater detail below:

- Program Application
- Means Test Worksheet (MTW)
- DHS Emergency Contact/Parental Consent Form
- Child Health Report Form (immunization records alone are not sufficient)
- OST Consent Form (needed within 30 days of enrollment; youth cannot participate in program(s) until received if not filed within the grace period)
- School District of Philadelphia Student ID number (needed within 30 days of enrollment - required for public and charter school students only)
- Attendance (see detailed information on pages 32 and 33 of this document)

Note: All forms must be complete and accurate. Incomplete documents may result in a compliance action for providers. Samples of required forms are included in the Appendices.

Program Application

A current program application with parent/guardian signature authorizing the youth's participation in the program must be in the youth's file. There is no standard format; providers are free to create their own program application forms that meet their needs.

Frequency: Completed prior to enrollment in each term--summer and school year.

Means Test Worksheets (MTWs)

The Means Test Worksheets (MTW) must be completed by staff for every child participating in any OST program. The MTW data must be collected prior to enrollment and entered into Cityspan. Collection of MTW data is essential and payment will be withheld if MTW data is not completed for each participant and

entered into Cityspan. The Cityspan report will flag Records with missing MTW data or if the dates have not been updated within the communicated timeframe.

Frequency: Completed by staff prior to enrollment in each term--summer and school year.

Emergency Contact/Parental Consent Form

Each child's caregiver must sign the Emergency Contact/Parental Consent Form authorizing the child to participate in the program. Caregivers receive a copy of the signed form, and the original must be kept in the participant's file at your agency. The provider enters the date that the form was signed.

Frequency: Prior to initial program enrollment and updated every six months by a parent/guardian.

Child Health Report Form

Parents must return a Child Health Report Form that has been completed by a physician. Providers must retain completed reports in youth files and enter the date of the child's physical. Health Assessment Forms used must be in compliance with PA DHS regulations.

Frequency: Within 60 days of initial program enrollment and then at 6th grade and at 9th grade.

OST Consent Form including School District of Philadelphia Family Educational Rights and Privacy Act (FERPA) Consent Form

This form notifies caregivers the data collected at enrollment will be stored, indicates how this data will be used, and seeks permission from parents for youth to participate in City of Philadelphia OST administered, OST-related surveys or focus groups. It includes notification to parents of their Federal Education Rights and Privacy Act (FERPA) rights, seeks permission from parents for PHMC, the City, and the School District to have access to their child's education records, and informs parents how this information will be used.

Frequency: Within 30 days of enrollment and then updated each fiscal year thereafter.

School District of Philadelphia Student ID number

The Student ID number is required only for youth enrolled in Public and Charter schools. Only seven- digit numbers are acceptable.

Frequency: Within 30 days of enrollment.

b) Staff Information

Please reference the Program Administration, Staffing, and Compensation section on Staff Clearance regarding information and documentation that should be collected for staff.

c) Site and Organizational Information

Providers should have the following documentation in place for the organization and the site:

- PA DHS Certificate of Compliance - required for all General Strategy sites serving elementary and middle school models
- Emergency Preparedness Plan
- Health and Safety Plan (may be included in the Emergency Preparedness Plan)
- Nonprofit Documentation: Federal 501(c)(3) letter designation the organization as a not-for-profit organization
- Incident Reporting Policy and/or procedure

d) Administrative Reviews

As part of contract oversight activities, PHMC will conduct an Administrative Review at least once during each fiscal year to verify that:

- Providers are in possession of compliance documentation for all staff and all enrolled youth and that the documentation matches the compliance data in Cityspan and in the expense reports.
- Providers are in possession of required site-specific and organizational documents.
- Providers' attendance records match reported attendance information.
- Providers adhere to minimum wage requirements of \$18 per hour for all part time staff and a minimum annual full-time salary of \$44,000 for all OST Site Directors. Please note, all providers are required to meet this requirement, no waivers will be accepted.

These reviews will be scheduled in advance and may be held remotely, at the provider's site, or at PHMC offices. The Administrative Review Report will be sent to providers within two weeks of completion of the review.

e) Health and Safety

All OST program providers must ensure that sites meet health and safety guidelines, inclusive of regulations from the Pennsylvania Department of Human Services, the Philadelphia Department of Public Health and the School District of Philadelphia. Health and Safety regulations at the Federal, State and local levels may change at any time. OST Providers are expected to keep themselves updated, maintain compliance, and ensure organizational leadership and program staff have current information on health and safety regulations. Please refer to the section earlier in this document on Site Requirements or to the Appendices for links to relevant regulations.

PHMC and City of Philadelphia will conduct Health and Safety Site Visits at least once during the fiscal year to monitor compliance with health and safety expectations. The Health and Safety visit report template can be found in the Appendices.

Providers must ensure that programs operate in a manner consistent with the healthy living and physical activity guidelines outlined the City of Philadelphia's Nutrition Standards and Implementation Guide https://www.phila.gov/media/20220624124312/Nutrition_Standards_Guide_Final-2022.pdf.

Corrective Action and Conditional Agreement

If at any time during the program year a provider is not operating OST programming in compliance with the contract and related standard operating procedures, the provider may be required to take corrective action. Of note, providers are expected to meet annual Performance Indicators in enrollment, attendance and dosage. Providers that do not meet identified targets will be subject to immediate corrective action. Depending on the severity of the variance from the performance indicators, PHMC may undertake additional actions and modify payment terms, reduce the amount of award, convert to a conditional agreement and/or terminate the contract.

f) Corrective Action Process

Step 1: A program found to be out of compliance with attendance, reporting, staffing, or any other components of this SOP will be contacted in writing by PHMC. The communication will identify the issue and any immediate steps that can be taken to address the issue.

Step 2: The program will begin a corrective action period; the duration of which will depend on the type of compliance issue identified and the seriousness of the issue. The organization's leadership and program staff may be required to meet with PHMC and the OST Program Staff to identify action steps, benchmarks of progress, and timeframes for completion. The corrective action period will include timeframes for action steps and due dates to meet benchmarks.

Step 3: If the program does not complete action steps or meet required benchmarks of progress within the agreed upon timeframes, PHMC may undertake any of the following: modify payment terms, reduce the amount of award, convert to a conditional agreement and/or terminate the contract.

H. Data Collection and Reporting Requirements

Cityspan

City of Philadelphia requires the use of Cityspan, a citywide out-of-school time system to support the data collection and program activities of all City of Philadelphia funded OST Programs. Providers will use Cityspan to manage participant intakes and services, track program attendance and participation, evaluate program effectiveness, and report outcomes. Cityspan is composed of several integrated modules that all contracted providers are required to use. More detailed information on data collection and reporting requirements can be found in the Appendices.

Awarded providers will be required to complete a licensing agreement with Cityspan in order to use the system and will receive guidance on this activity after the award notifications.

Participant and Staff Modules

Cityspan includes participant and staff modules that awarded agencies will be required to use for youth registration and staffing compliance. Participants are 'assigned' or linked to the sites where they attend. By default, they are assigned to the site in which they are originally registered (added to Cityspan).

In Cityspan, each organization has a 'Staffing' site, where staff records are managed. Only designated administrative users will have access to this site. After staff records are added to the system in the 'Staffing' site, they are assigned to the program sites where they work. Please refer to the Cityspan training manual for entering compliance related information for staff who work directly with youth or who will be accessing the Cityspan system.

In order to maintain an up-to-date contact list, providers must select at least one 'Communication Type' for each staff person. This will determine which contact list(s) a staff person is added to for various types of communication from the City of Philadelphia and PHMC.

Agencies will be responsible for adding, updating, and quality reviewing staff and participant information on a weekly basis.

Service Management Module

Cityspan has a module that agencies will use to manage services (Activities) and document attendance. Program staff will create and schedule various group and individual services. This module allows both attendance, time spent, and activities to be tracked.

In Cityspan, enrollment and attendance are 'Activity' driven. 'Activities' are created with schedules and other attributes (such as 'Program Model,' 'Service Categories,' 'Staff assigned,' etc.), and youth are enrolled into them. Separate activities are created for school year and summertime periods. For City of Philadelphia funded OST programs, each Activity will have a 'Program Model'. Schedules are set up for each Activity, indicating during which days and times the Activity meets. The schedule determines which dates show up when recording attendance for the Activity. Once registered and assigned to a site, youth are available at that site to be 'enrolled' into a School Year or Summer Activity roster for tracking attendance.

Providers will be responsible for adding, updating, and quality reviewing attendance information daily, with all attendance for that day expected to be submitted by 8:00 p.m. each day.

Key Performance Indicators Module

Key performance indicators outlined in the Strategy and Model Section Charts will be tracked inside Cityspan. Providers will be responsible for updating information on Key Performance Indicators, such as Culminating Events, at least quarterly. Progress on meeting Key Performance Indicators will be tracked regularly and are part of both program performance monitoring and continuous quality improvement.

Program Observation and Survey Tools

Providers will be expected to enter program goals and observations tied to the National Institute of Out-of-School Time's (NIOST) APAS tools into a shared database.

Detailed information on the compliance requirements, Cityspan, and related data collection and reporting information of the OST program can be found in the Appendices.

Technology

- All OST organizations must have the ability to consistently access the internet.
- Internet access must be secure and reliable.
- Email is the main form of communication with PHMC and City of Philadelphia.
- All staff must be able to access and enter all required data and process reports from Cityspan.

Section III. Fiscal Requirements

A. Fiscal Requirements Overview

The City of Philadelphia funded OST program has specific fiscal requirements related to funding, budgeting, payment and reporting, which are described below.

Applicant organizations should attend closely to the information in this section. If awarded a contract through this RFP, the applicant organizations must have the fiscal capacity to implement program services within the fee-for-service payment model and fund any related costs until payment on the invoice is made. Applicants will be required to attest to their understanding of this payment structure during the application process.

The fiscal year for the OST program runs from July 1 to June 30 annually.

B. Funding

Funding for OST programs is awarded by site and is based on the program strategy, model and slot allocation. Applicants should review the table below to determine potential funding.

As noted previously, the initial contract term awarded through this RFP will be for the 10-month school year term. Awards will be based on the School Year Monthly Rate Per Slot X the 10 months X the number of slots awarded. Awards will not be made for less than the Minimum Slot level. In future years, the award amount will be calculated based on the total annual funding per slot times the slot award.

Applicants should consider the minimum slot levels, staff/child ratios and classroom space at their selected sites when developing their application.

Example: If awarded 60 slots to provide a general strategy elementary model program – the award amount for FY27 will be \$213,000 (60slots X \$355 X 10 months). In FY28, when the award will include the 2027 summer program, the award for a 60-slot elementary program will be \$285,960 (60 slots X \$4,766).

Funding Awards Table (continued on next page)

School Site	Strategy & Model	School Year Operating Requirement	Before Care Monthly Rate Per Slot	After Care Monthly Rate Per Slot	Winter Break	Spring Break	Summer Operating Requirement	Summer Monthly Rate Per Slot	Total Annual Funding Per Slot	Minimum Slot Level
Esperanza Academy Charter School - Elementary	General Strategy / Elementary Model	5 days a week 40 weeks 3 hours a day, except Wednesdays—5 hour day	N/A	\$355	\$312	\$312	5 days a week for 6 weeks 7.5 hours per day	\$608	\$5,390	60

School Site	Strategy & Model	School Year Operating Requirement	Before Care Monthly Rate Per Slots	After Care Monthly Rate Per Slot	Winter Break	Spring Break	Summer Operating Requirement	Summer Monthly Rate Per Slot	Total Annual Funding Per Slot	Minimum Slot Level
Universal Alcorn Charter School	General Strategy / Elementary & Middle Combined (K-8) Model	5 days a week 40 weeks 3 hours a day	\$175 (36 slots only)	\$355	\$312	\$312	5 days a week for 6 weeks 7.5 hours a day	\$608	\$7,140	60
Roberto Clemente Middle School	General Strategy / Middle Model	5 days a week 40 weeks 3 hours a day	N/A	\$355	\$312	\$312	5 days a week for 6 weeks 7.5 hours per day	\$608	\$5,390	30

Payment Terms: Payment and Performance

The contracts awarded through this RFP will be fee-for-service contracts that support overall compliance and quality within the OST program. Providers will be required to deliver the OST program as identified in the contract award and related standard operating procedure for the identified site. Payment will be linked to the minimum attendance requirements detailed below. **In addition, awardees will be monitored monthly on progress toward Key Performance Indicators described in Section I Subsection D OST Program Strategy and Model Details.** Providers who do not meet the key performance indicators or demonstrate sufficient progress towards attainment will be required to implement action plans. Progress on key performance indicators and any related action plans will be included in the annual performance review and contract renewal process reference in Section 1 Subsection 2 Period of Performance.

Providers will invoice each month by the 10th of the month for the previous month’s service delivery based on the approved fee for the OST program service. The payments made must be applied towards the expenses incurred in operating the OST program and must align with an approved budget. Please see the Budgeting and Fiscal Reporting sections below.

Invoice amounts are based on the number of children that meet the required minimum service metric – currently two days of attendance per month. The City of Philadelphia anticipates that the minimum service metric will be increased in subsequent program years.

In order for a child’s attendance to be counted toward the invoice, the provider must have completed all required data entry in Cityspan as described in the sections of the RFP on Compliance and on Data Collection and Reporting. Of note, attendance must be entered daily by 8 p.m. for each day of program services. The fee-for-service invoice amount for after school programs will be calculated based on the number of children with at least two (2) days of attendance times \$355.00. Morning care invoices will be calculated based on the number of children with at least one (1) day of attendance per month times \$175.00. Summer camp invoices will be calculated based on the number of children with at least two (2) days of attendance per month times \$608.00. Winter and spring break camps are flat funded at the

amount identified in the table above.

The provider must achieve full enrollment and attendance each month based on the awarded slot amount in order to draw down the total amount of the contract. Low program attendance will result in invoices that do not draw down the full award amount over the program year. Providers are permitted to overenroll above their slot level to ensure that attendance levels are met for invoices. However, the number of children with attendance that can be counted toward the invoice is capped at 110% of the awarded slot amount (rounded up to a whole child). Additionally, the total amount of funds that can be invoiced during the contract term is capped at the award amount. Providers should monitor and manage funding carefully to ensure that funds are available for the full school-year program period. If a provider draws down its entire award before the last day of the school year contract, then the provider must still continue to operate daily programming to meet contract requirements.

PHMC cannot pay for services provided to youth who reside outside the City of Philadelphia. Cityspan will filter out such addresses at the time of running reports for invoicing. However, if a child who is a resident of Philadelphia is temporarily residing outside of Philadelphia due to a Department of Human Services placement, that child may be served and will be counted toward invoicing.

PHMC will review invoice submissions for completeness and accuracy. Payment on invoiced services is made within 21 business days of the approval of the submitted invoice and other required fiscal reports. Please see the section on fiscal report below for further information.

If awarded, providers may not invoice for more than the award amount. Awarded providers will be required to expend all revenue received under the awarded contract on the budgeted OST program. Providers are not permitted to carry funding over beyond June 30, 2027.

Insurance Requirements

Applicant organizations must meet requirements for insurance to ensure the appropriate level of coverage for a City of Philadelphia-funded entity providing direct services to children. Applicant organizations that are awarded OST funds will need to provide a Certificate of Insurance (COI) and related proof of Additional Insured to PHMC that fully complies with these requirements prior to contracting activities. **There are no waivers to these requirements.** PHMC's insurance requirements are listed in detail in the Appendices and must be reviewed prior to submitting an application.

School District of Philadelphia Insurance Requirements

In addition to the required insurance for the PHMC OST contract, any provider that will be operating in a School District of Philadelphia school will need to meet the District's insurance requirements and submit a COI and Additional Insured document for review and approval prior to in-school operations. Please refer to information on School District of Philadelphia requirements in the Appendices.

Budget expectations

Applicants should begin planning their budgets based on the requirements outlined in the RFP and the requested slot awards, strategies and models. Applicants who are awarded slots will be required to submit a program budget showing expected revenues and expenses for the period of September 1, 2026 to June 30, 2027 based on their approved awards.

Award letters will provide the slot allocation and total award amount for the 2026-2027 school year. **Note that applicants may be awarded fewer slots than requested in their application.** Following the release of award letters, PHMC will distribute a budget template and instructions for filling out the template and completing the budget. Awarded providers will be required to develop and submit a 10-month budget for each awarded site that conforms to the budget requirements below. PHMC will review budget submissions and approved budgets will be included as contract exhibits.

a) Budget Requirements

Budget requirements are included here for planning purposes. All OST program budgets must meet the following requirements for each awarded site:

1. All budgets must account for City of Philadelphia OST-funded revenue. No other revenue sources should be included in the program budget.
2. No more than 10% of grant funds may be used for indirect costs – see information below.
3. Personnel must account for the following:
 - Site Director: General Strategy - one full-time (or equivalent) position with a minimum annual salary of \$44,000 (pro-rated to 10 months)
 - The required number of group supervisors and group leaders to meet staff/child ratios and PA DHS regulations for a sufficient number of hours and weeks to meet all program requirements; these positions must receive minimum compensation of \$18 per hour.
 - Minimum compensation of \$18 per hour for any other staff charged in part or full to the OST program budget including all hourly and part-time personnel.
 - Benefits and payroll taxes for any personnel included on the OST budget, appropriately pro-rated for the staff hours charged to the OST budget.
4. Appropriate operating costs that align directly with program operations and are fully justified in the budget narrative section
 - The RFP lists operating requirements such as field trips, staff training and adequate curriculum and supplies, which must be budgeted for annually.

Indirect Costs:

The budgeted indirect cost rate is capped at 10% of the total award. Providers must calculate and provide their indirect cost rate since this varies by agency. Note that the administrative rate is subject to future audits. Staff who are not directly funded by this grant, but who do work to support your program, can be included under the indirect category. Estimate the cost of indirect staff activities and total them for the indirect expense line item. The following activities, if dedicated to the operation of this program, would count as administrative expenses: general administration, contract and grant administration for this grant, personnel functions, accounting and budgeting functions, travel or event planning, newsletter/ brochure preparation, processing and tracking purchase orders, maintaining general departmental databases, proposal budget preparation, purchasing, payroll/human resources, bookkeeping, financial monitoring, reconciling accounts/ledgers, correspondence/report preparation, space management, equipment inventory, etc. The expenditure of indirect funds during the program year is capped at 10% of total expenditures for the awarded site.

b) Budget Variances and Budget Revisions

Provider expenditures of City of Philadelphia OST funds must align with the approved budget. If expenses do not align with the approved budget as follows, providers must submit a revised budget for approval no

later than April 30th each year.

- If expenses for any given budget category (Personnel, Consultants, Operating, Indirect) will exceed the approved budgeted amount by 10% of the amount of that budget category; or
- If expense will be reported in a line item that was not included in the approved budget.

If the invoicing and expense reporting process described below will result in either issue above in any given month, the provider will contact their PHMC contract specialist to initiate the budget revision process.

c) Invoicing Process and Fiscal reporting

PHMC and City of Philadelphia will implement an invoicing and fiscal reporting process for OST programs that supports consistency and tracks revenue and expenses for the full fiscal year. Daily attendance entry in Cityspan and ongoing monitoring is an integral part of the invoice and expense process year-round.

Payment may be withheld if expense reports and data collection requirements are not met, or if reported expenditures do not align with the approved budget. Additionally, funds may be withheld, suspended, or reduced if any program areas are found to be non-compliant during site monitoring visits or if providers do not meet full enrollment and attendance requirements. Please refer to the section of this document on Corrective Action/Conditional Agreement.

Invoice and Expense Report Process and Due Dates

Invoices are due monthly via Cityspan and must be submitted by the 10th of the month for the prior month as follows:

- Cityspan will generate an invoice by site and by model after the 1st of the month for the prior month.
- The invoice amount will be based on the number of children that met the threshold for programming (detailed in the Payment for Performance Fee Chart above) and have attendance entered within the appropriate activities that align with strategy and model for that site.
- Providers are responsible for reviewing attendance and enrollment data in Cityspan prior to invoice submission and must ensure accuracy.
- Attendance in Cityspan will lock on the 10th of the month or when the provider submits the invoice in Cityspan, whichever comes first.
- Providers must submit the invoice in Cityspan for PHMC approval and payment.
- Submission of the invoice includes an attestation of its accuracy.
- Fiscal users in Cityspan are notified via email when an invoice is submitted, and when the invoice is approved or rejected by PHMC in Cityspan.
- *Note: If the invoice due date falls on a weekend, then the invoice is due the Friday before.*

Cityspan invoicing is the only method to invoice for OST program services provided under this RFP. Providers are required to ensure that they have appropriate access to Cityspan for this activity and that all attendance data is accurate, duplicates are removed, and children that are not eligible for payment do not have attendance in the system. If issues arise with Cityspan's invoicing module, PHMC will provide alternative invoicing procedures.

Expense Reports are a required fiscal report for the OST program and must be submitted with the December, March and June Invoices.

Expense reports demonstrate the expenditure of OST program revenue generated in the fee-for-service model. Following contract conformance, PHMC will distribute to providers the expense report template based on the approved budget for each site. Providers will be responsible for updating and submitting expense reports by the due dates listed below.

Expense reports are due as follows and should be submitted with the invoice that is due that month:

Report for services/expenses incurred in	Due
September through December 2026	Jan 8, 2027
Winter Break Camps	Jan 15, 2027
January through March 2027	Apr 9, 2027
Spring Break Camps	Apr 15, 2027
April through June 2027	July 14, 2027

In all months, the Expense Report will detail the application of City of Philadelphia OST revenue to expenses based on the approved budget. Expense reports must utilize the approved expense reporting template and should only reflect use of City of Philadelphia OST funding. The expense report template includes two sheets: the Budget Based Expense Report and the Personnel Roster. Both sheets must be completed for the reporting time period. A sample of the expense report is included in the Appendices.

The school-year expense reports must meet the following to be in compliance and approved:

- Expense reports must be complete and accurate.
- There have been no changes to prior period’s expense reporting.
- Reported expenses align with those outlined in the approved budget—providers cannot report expenditures in un-budgeted line items.
- Reported expenditures do not exceed more than 10% in any category of the approved budget.
- Total reported expenditures cannot exceed the year-to-date invoiced amount, inclusive of the current quarter’s invoice total.
- The expense reports should not include expenditures of other funding sources.

Please note that the 21-business day processing time for payment does not begin until PHMC receives an approvable invoice and for the quarterly dates, both an invoice and a complete and approvable expense report from the provider. PHMC reserves the right to modify the invoicing and expense reporting process in order to support providers and the financial oversight of the OST program.

By the conclusion of the FY2027 school-year program, with the June Expense Report, providers must show that all invoiced amounts match year-to-date expenses for the school year. Providers are not to report expenses in excess of total actual revenue; nor are providers permitted to report expenses below actual revenue. Providers are not permitted to carry funding over beyond June 30, 2027.

C. Start-up Awards

The City of Philadelphia supports a model of year-round OST programming. In order to minimize gaps in services and ensure all school-year OST programs are fully enrolled and adequately staffed, City of Philadelphia and PHMC have developed the following for the summer of 2026:

For providers identified through this RFP, the City of Philadelphia will make available one-time start-up funding for these new sites.

The funding will cover expenses incurred in July through September to ensure that the OST program at the new site can operate at full enrollment in October 2026. These include expenses related to:

- Securing PA DHS certification (licensing) for the new site
- Staffing
- Outreach, recruitment and pre-enrollment activities
- For SDP school sites - completion of SDP prerequisites for facilities, insurance, food services, and approval of staff clearances and mandated reporter training.

PHMC and City of Philadelphia will augment the awards for new sites by \$450 per awarded slot (see the Funding Awards Table in Section I, Part B, Funding Award Determination for more information). This funding will be awarded on a cost-reimbursement basis to providers at identified new sites.

Providers must demonstrate that they have completed the above-mentioned activities in order to request reimbursement under this additional funding. PHMC will implement an invoicing structure to support this process that includes documentation. Documentation of the above activities includes, but is not limited to:

- Proof of attendance at PA DHS orientation session. **Providers must begin to undertake efforts immediately upon notification of award.**
- Copies of the PA DHS certification application
- Entry of staff data into Cityspan, including uploaded clearances, creation of new user accounts and Cityspan training
- Entry of child data and enrollment of children into OST activities in Cityspan
- Submission to and approval by SDP of required Insurance documents
- Submission to and approval by SDP of required staff data sheet, staff clearances and mandated reporting training certificates
- Completion of submissions to SDP Facilitron and Food Services requests
- Completion of SDP site specific collaboration plan

D. Program Fees

OST Programs within these identified School District of Philadelphia schools must be completely free of cost to all families for the services delivered during the required program hours in accordance with this RFP. There are no exceptions – providers may not charge fees for program, field trips, camp t-shirts, or special events for OST program participants and/or their families.

Section IV. Proposal Format, Content, and Submission Requirements

A. Application Overview

Key Dates:

Activity	Date
RFP release	Friday, March 20, 2026
RFP Bidder's Conference (via Zoom)	Wednesday April 8, 2026 at 10 a.m.
Deadline for Provider Questions	Wednesday, April 15, 2026
PHMC to post final questions and answer document	Friday, April 17, 2026
Proposals Due	Monday, May 4, 2026 at 5 p.m.
Award Notifications	By mid June 2026

- Applicants will submit one application for each physical location at which they are seeking to provide services.
- Applicants can submit applications for more than one site
- Each application submitted for a site will be reviewed and scored individually and, as such, organizations may not be awarded for all sites for which applications were submitted. Applicant organizations should not consider their requests for multiple sites to be linked or considered as an expansion of an existing program or site.
- Applications in response to this RFP will only be accepted via the approved online platform (see instructions below).
- To be considered in the review period, each application must be complete, inclusive of responses to all application questions, required document uploads and other required information.
- Applications must be submitted via the online platform by the submission deadline. No exceptions will be made.

B. Submission Instructions

Submissions must be made via the web-based application, found at www.philaOCFost.org, by Monday, May 4th, 2026 at 5:00PM. No late submissions will be accepted. The web-based application will prohibit proposal submission after the deadline.

PHMC strongly recommends applicants submit well in advance of the deadline. PHMC also recommends applicants begin their submission as early in the application period as possible – applicants can save their work and return at a later date. Please expect the system to operate more slowly closer to the submission deadline, as more users will be logged in simultaneously.

The online submission process will include:

- All applications must be submitted via <https://outofschooltimerfp.secure-platform.com/>
- The application link can also be found on www.philaOCFost.org beginning March 20, 2026
- Follow the prompts to register and create a login on the site. Register by clicking either “My Account” at the top of the page, or by selecting “Start Application.” You will be automatically redirected to enter your information to create a new account.
- Organizations may have multiple user logins. Collaboration on applications is available by selecting “Manage Collaborators” after initiating the application. Only one user may be editing an

application at any given time. Only “Primary Collaborators” can finalize and submit applications.

Once the applicant organization account is established and user is able to log in, the application process can be started.

The application contains:

- Fillable Items
- Narrative Items
- Items for Uploading

C. Bidder’s Conference

Applicants are invited to attend a virtual bidder’s conference. During the session, the City of Philadelphia and PHMC will review information contained in the RFP and PHMC will provide an overview of the process for application submission. There will be an opportunity to submit questions during the remote session, though not all submitted questions will be answered during the session.

The bidder’s conference session will be offered via Zoom as follows:

- Date: Wednesday April 8, 2026
- Session Time: 10:00 a.m.
- Registration is required in advance of the Bidders Conference through this link: https://phmc-org.zoom.us/webinar/register/WN_I62oU9JnTnaRjeYqRUACMg
- A recording of the bidder’s conference session will be available by April 9th via <https://outofschooltimerfp.secure-platform.com/site/page/biddersconference/biddersconferencerecording>

Interested applicants are encouraged to submit questions regarding this RFP via <https://www.cognitofrms.com/PHMC1/FY26RFPEDYAlcornEsperanzaClementeQuestionSubmissionForm> by 5 p.m. on or before Wednesday, April 15th.

D. Application Questions

Applicants will respond to the questions below as part of the application process. For each school site and model, applicants will only respond to those questions relevant to the grade model at that site– the online submission platform will support this activity.

Applicants seeking to apply to operate OST within more than one school site (Universal Alcorn Charter School, Esperanza Academy Charter School - Elementary, and Roberto Clemente Middle School) will need to submit a separate application for each school site for which they are applying. One application is required per site.

Applicant Information

Each applicant organization will complete basic information regarding the organization, contact information, for-profit/non-profit status, and other general information. This information needs to only

be entered once for those applicants applying for more than one site/strategy or model.

Applicants will then proceed through the questions listed below. As stated previously, once an applicant has completed and finalized one application, the information can be copied into a new application for another site, model and/or strategy.

Organizations who are partnered with a fiscal sponsor will be asked to identify their fiscal sponsor and upload a copy of their fiscal sponsorship agreement. All required attachments below should be for the fiscal sponsor unless specified otherwise.

Site Information

Each application must identify the school site at which the applicant is applying to offer the OST program.

For elementary and/or middle school models, describe your organization's plans to obtain or maintain the required PA-DHS Certification (licensing) for this program site prior to September 2026.

General Organizational Information

Applicant organizations will complete a Self-Assessment of Organizational and Fiscal Capacity. This self-assessment includes questions and attestations to ensure that applicants understand the organizational and fiscal requirements outlined in this RFP.

Narrative Questions

Applicants will provide response to the below narrative questions relevant to the model and strategy selected for the application site.

a) Organizational Questions

- Provide an overview of your history and experience administering Out of School (OST) time programs in Philadelphia. Please include specific information on the locations of programming including the number of sites that your organization operates, the locations in which you operate and the number of and grade range of children served at each location. Please indicate the most recent school year that these programs were in operation.
- Please explain how your organization will prioritize the target population and create equitable access to OST programming for youth involved in the child welfare system and for families that meet the Federal Poverty Guidelines.
- Explain how the proposed OST program(s) fits into your organization's structure. Include specific information linking the OST program or the organization's mission and organizational leadership. Identify internal supports and programmatic alignments.
- Describe your organization's capacity and prior experience developing accommodations and interventions to support youth with physical, mental or behavioral health needs. Identify specific resources within your organization and community.

- Provide information on relationships with other organizations that deliver prevention services, particularly those that are funded by the City of Philadelphia’s Office of Children and Families and Department of Human Services.
- Describe your organizations prior experience with successfully securing PA DHS Child Care Certification (also known as licensing). You must include the number of current PA DHS certified sites operated by the agency and the names, addresses, and MPI numbers for those sites.

b) Questions by Model and Strategy [Site Specific]

Please reference Section II. OST Program Content and Delivery in this RFP in preparing your responses to the questions by Strategy and Model.

GENERAL STRATEGY APPLICANTS: MODEL SPECIFIC QUESTIONS

Universal Alcorn School Applicants:

- Provide an overview of your proposed OST program for elementary and middle school children. The overview must describe program delivery methods and must identify how early literacy strategies and career awareness and exposure will be incorporated into the program.
- High quality OST programming includes structured and unstructured activities, provides field trip opportunities and builds in culminating events under a unified theme. Describe how your programmatic approach delivers structured activities, incorporates unstructured time, includes field trips and engages in culminating events.
- Provide an example of a cycle of structured activity and culminating events relevant to the elementary and middle school model. Upload supporting documents here such as multimedia (e.g., photos, videos, links to program materials or event highlights) to illustrate your example.
- Describe the activities, events and communications you will create and utilize to ensure a high level of student and family engagement at your site.
- Describe your organization’s plans to obtain or maintain the required PA-DHS Certification (licensing) for this program site prior to October 2026.

Esperanza Academy Charter School - Elementary:

- Provide an overview of your proposed OST program for elementary school children. The overview must describe program delivery methods and must identify how early literacy strategies will be incorporated into the program.
- High quality OST programming includes structured and unstructured activities, provides field trip opportunities and builds in culminating events under a unified theme. Describe how your programmatic approach delivers structured activities, incorporates unstructured time, includes field trips and engages in culminating events.
- Provide an example of a cycle of structured activity and culminating events relevant to the

elementary school model. Upload supporting documents here such as multimedia (e.g., photos, videos, links to program materials or event highlights) to illustrate your example.

- Describe the activities, events and communications you will create and utilize to ensure a high level of student and family engagement at your site.
- Describe your organization’s plans to obtain or maintain the required PA-DHS Certification (licensing) for this program site prior to October 2026.

Roberto Clemente Middle School Applicants:

- Provide an overview of your proposed OST program for middle school children. The overview must describe program delivery methods and must identify how career awareness and exposure strategies will be embedded into the program. Integrate career awareness in structured activity topics and lessons
- High quality OST programming includes structured and unstructured activities, provides field trip opportunities and builds in culminating events under a unified theme. Describe how your programmatic approach delivers structured activities, incorporates unstructured time, includes field trips, provide opportunities for youth to participate in industry tours including career fairs, guest speakers, job shadow, college visits, and career days and engages in culminating events.
- Provide an example of a cycle of structured activity and culminating events relevant to the middle school model, including support for the development of work skills including public speaking, communication, financial literacy, critical thinking, collaboration, etc. In addition to the description, upload supporting documents here such as multimedia (e.g., photos, videos, links to program materials or event highlights) to illustrate your example.
- Describe the activities, events and communications you will create and utilize to ensure a high level of student and family engagement at your site.
- Describe your organization’s plans to obtain or maintain the required PA-DHS Certification (licensing) for this program site prior to October 2026.

c) Site Recruitment, Enrollment, and Retention [site specific]

- For this site, describe how you will work within the school community to recruit, enroll, and retain children from the target community identified by this RFP. Identify specific community organizations and any school-based personnel with whom you will connect and how you will build or develop those relationships.
- How does your staff reflect the community you are requesting to serve at this site?

d) Staffing and Capacity

- Describe your proposed staffing structure and its alignment with the staffing requirements in this RFP.

- How will your organization ensure compliance with staff education and experience requirements and obtaining and maintaining staff clearances?
- Describe your organization’s staff recruitment and retention strategies.

e) Continuous Quality Improvement and Compliance

- What are the practices your organization will implement to ensure a culture of continuous improvement?
- How will your organization manage Cityspan data entry requirements, including the requirement to enter attendance data daily? Please be specific – identify staff (by title) directly responsible for data entry, staff responsible for oversight of the applicant organization’s compliance with data entry requirements, and how these activities will be carried out.
- Describe your organization’s current experience with data systems and with analyzing and reporting on data and how this experience will support OST program activities and requirements, specifically regular data entry, enrollment monitoring, attendance monitoring and continuous quality improvement.

f) Budget and Invoicing

- Describe your organization’s fiscal capacity to implement and operate the OST program under a fee-for-service model. Address your organization’s ability to ensure that the organization has the fiscal capacity to ensure that requirements for insurance, staffing, program operations, and facilities are all met.
- How will your organization ensure that OST invoices and related expense reports will be accurate and submitted on time?

E. Required Attachments

Applicants must upload the required attachments in the web-based application. Please note that some items are only required for specific types of applications/applicants. It is the applicant’s responsibility to ensure that relevant documents are included with the application. Failure to include required attachments or providing incomplete or inaccurate documents may result in a lower score for the application.

If partnered with a fiscal sponsor, applicants will be asked to upload a copy of their fiscal sponsorship agreement and all required attachments below should be for the fiscal sponsor unless otherwise specified.

- Two most recently completed Fiscal Year budgets
- Most recent audited financial statement
- Most recent income statement (Profit Loss) for entire organization
- Most recent Balance Sheet (Assets/Liabilities) for entire organization
- List of current board members or Owners for for-profit entities
 - Organizations applying with a fiscal sponsor must include this information for both their

own organization and their fiscal sponsor

- Tax identification letter (501c3 letter) from the IRS for non-profit organization, if applicable
- Pennsylvania Department of Human Services Certificate of Compliance (for General Out-of-School Time providers serving Elementary and/or Middle School youth) if available
- Minority, Women, Disabled Owned Business Enterprise Certificate (MWDSBE), if applicable
- Signed attestation from the Board/owners detailing organization's long-term commitment to providing high quality Out-of-School Time programming
 - Organizations applying with a fiscal sponsor must include this from the application organization; it is not required from the fiscal sponsor
- Organizational Chart
 - Organizations applying with a fiscal sponsor must include this information for both their own organization and the fiscal sponsor.
- City of Philadelphia Tax & Regulator Status and Clearance Statement

Section V. Selection Process

Application Review Criteria

Applications will be reviewed based on the following criteria:

- Application is complete: all organizational and site information is provided, all narrative questions have responses, and all required documents have been uploaded.
- Applicant’s self-assessment of organizational and fiscal capacity to carry out the proposed program(s).
- Narrative response will be assessed for completeness, inclusion of relevant details, description of how the proposed program will carry out required activities, and description of how the proposed program will meet strategy model goals and outcomes.
- How well the proposed program and site meet the City of Philadelphia’s goal for equitable access to programming that ensures children, youth, and families thrive.
- Engagement with the school community served by the proposed program.
- For applicants that currently operate City of Philadelphia funded OST programming:
 - Current performance metrics for the FY26 School Year.
 - Conditional contract status, if any.
 - Information on Level 2 and Level 3 corrective actions (both open and complete) if any.

Application Review and Selection Process

The City of Philadelphia will fund OST programs that have the greatest probability for successful implementation; therefore, all applications will undergo a competitive review process to determine the order of applicants to be awarded.

Proposals will be evaluated based upon the quality and commitment demonstrated in the application and reviewers will assign point values to specific narratives. The total number of possible points assigned to a narrative section appears in the application rubric. Each application will be reviewed by three reviewers. No reviewer will be allowed to judge a proposal submitted by an institution with which the reviewer has an affiliation.

Strong applications will have a robust model component that integrates with the selected program delivery method.

Notification of Award

It is anticipated that awards will be announced by mid-June 2026. If you have any questions about the award process prior to this date, contact philaOCFost@phmc.org.

Applicant organizations that are awarded OST funding through this RFP will need to be prepared to expedite the program, including completing the following activities:

- Submit a detailed program budget for each site awarded (strategy and model specific)
- Secure insurance required for OST programs
- Undertake the PA DHS site certification process for childcare organizations (for new general strategy elementary and middle school sites only)
- Hire staff and ensure all staff have completed required clearances and mandated reporter training
- For sites that will operate in the School District of Philadelphia Schools, complete the pre-requisites described previously in this RFP

Section VI. Appendices

Appendices

- A. Required OST Program Staff Training
- B. PA DHS Staff Health Assessment Form
- C. School District of Philadelphia OST Program Prerequisites
- D. PHMC OST Administrative Review Report Template
- E. OST Health and Safety Report Template
- F. Means Test Worksheet and Instructions
- G. PA DHS Emergency Contact/Parental Consent Form
- H. PA DHS Child Health Report Form
- I. OST Consent Form including School District of Philadelphia Consent Form (FERPA)
- J. Out-of-School Time Data Collection and Reporting Requirements
- K. OST Program Insurance Requirements
- L. OST Program Expense Report Template
- M. Sample Site Specific Collaboration Plan
- N. City of Philadelphia Tax and Regulatory Status and Clearance Statement for Applicants
- O. City of Philadelphia General Provisions

Online Resources and Links

School District of Philadelphia

- School District of Philadelphia Health and Safety Protocols: <https://www.philasd.org/studenthealth/#healthprotocols>
- School District of Philadelphia Afterschool Food Program: <https://www.philasd.org/foodservices/#mealprograms>
- School District of Philadelphia Office of Strategic Partnerships: <https://www.philasd.org/strategicpartnerships/#partner>

City of Philadelphia

- Philadelphia Department of Public Health: <https://www.phila.gov/programs/coronavirus-disease-2019-covid-19/guidance/guidance-documents/schools-guidance/>
- City of Philadelphia Youth Workforce Development: <https://www.phila.gov/programs/summer-jobs-for-teens/>
- City of Philadelphia's Nutritional Standards: https://www.phila.gov/media/20220624124312/Nutrition_Standards_Guide_Final-2022.pdf
- Nutritional Development Services Afterschool Food Program (For Community Based Organizations): <https://www.healthymealsforchildren.org/after-school-meals/>

State and Federal Resources

- Pennsylvania Department of Human Services Child Care Regulations: <https://www.dhs.pa.gov/providers/Child-Care/Pages/Child-Care-Regulations.aspx>
- Pennsylvania Department of Human Services Keep Kids Safe site - Clearances and Training: <https://www.dhs.pa.gov/KeepKidsSafe/Clearances/Pages/default.aspx>

Appendix A
Required OST Program Staff Training

Appendices for the RFP EDEY: Required Staff Training Activities by Role and Competency

Staff Title	Required Training	Competency Area
Executive Director	<ul style="list-style-type: none"> Contract Overview and Expectations Cityspan 101 	Operations Operations
Site Director	<ul style="list-style-type: none"> Family engagement Positive program culture Positive youth development Trauma informed care Social Emotional Learning Structured activities 	Operations Child Development Child Development Social Emotional Learning Social Emotional Learning Operations
Group Leader	<ul style="list-style-type: none"> Childhood Ages and Stages Structured Activities Social Emotional Learning 	Child Development Content Specialty Social Emotional Learning
Data Entry Staff	<ul style="list-style-type: none"> Cityspan 101 (Operations) Cityspan 102 (Operations) 	Operations Operations
Elementary School Model – All Staff	<ul style="list-style-type: none"> Literacy Rich Environments Read Aloud Independent Reading (Content Specialty) 	Content Specialty Content Specialty Content Specialty
Middle School – All Staff	<ul style="list-style-type: none"> Understanding Act 158 in OST Connecting Interests to Careers 	Content Specialty Content Specialty
High School – All Staff	<ul style="list-style-type: none"> Understanding Act 158 in OST Preparing Youth for Work Experiences Earning School Year Incentives 	Content Specialty Content Specialty Content Specialty
All Staff and Models	<ul style="list-style-type: none"> Emergency Preparedness Training Fire Safety Training First-Aid/CPR Training Mandated Reporting of Child Abuse and Neglect – Online 	

Appendix B
PA DHS Staff Health Assessment Form

CHILD CARE STAFF HEALTH ASSESSMENT

(55 Pa. Code §§3270.151, 3280.151 and 3290.151)

NAME OF PERSON EXAMINED (Please print)	REASON FOR EXAMINATION <input type="checkbox"/> Initial employment in child care <input type="checkbox"/> Biennial re-examination
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THIS SECTION TO BE COMPLETED BY EMPLOYER

This physical examination is for the purpose of employment in a child care facility. The types of activities this individual will be doing are as follows (please check all that apply):

<input type="checkbox"/> Lifting, carrying children	<input type="checkbox"/> Desk work	<input type="checkbox"/> Other – describe below:
<input type="checkbox"/> Close interaction with children	<input type="checkbox"/> Driver of vehicle(s)	
<input type="checkbox"/> Food preparation	<input type="checkbox"/> Facility maintenance	

THIS SECTION TO BE COMPLETED BY PHYSICIAN, PHYSICIAN'S ASSISTANT OR CERTIFIED REGISTERED NURSE PRACTITIONER (CRNP)

1. DID YOU CONDUCT A PHYSICAL EXAMINATION? YES NO

The physical examination should include a functional assessment of vision and hearing and a systems review looking for conditions that might affect performance or predispose this individual to occupational injury relating to the type of activities required by the job (see type of job listed above.) Conditionals also include frequent hand washing, the stress of caring for groups of children, ability to actively supervise children, and exposure to the common infections of childhood. Please take note that substance abuse should be considered in determining suitability to provide child care.

2. DID THIS INDIVIDUAL HAVE ANY COMMUNICABLE DISEASES? YES NO

If yes, attach separate sheet(s) to describe the conditions and the risk it might pose to others exposed to this individual.

3. BASED ON YOUR FINDINGS FOR #1 AND #2 ABOVE AND OTHER INFORMATION GATHERED DURING YOUR EXAMINATION, IS THIS INDIVIDUAL SUITABLE TO PROVIDE CHILD CARE? YES NO

IF YOU ANSWERED "NO" TO QUESTION #3, please list any information regarding this individual's medical condition or other information gathered during your examination that might threaten the health of children or prohibit the individual from providing safe and adequate care to children. Please attach separate pages as needed.

DATE	SIGNATURE	TITLE
TELEPHONE NO.	PRINTED NAME	
ADDRESS		

TESTING FOR TUBERCULOSIS BY THE INTRACUTANEOUS MANTOUX OR INTERFERONGAMMA RELEASE ASSAY BLOOD TEST METHOD

Please note: The child care facility regulations require tuberculosis testing by Mantoux method or the interferongamma release assay (IGRA) blood test at initial employment in a child care setting. Subsequent testing is not required unless directed by a physician, physician's assistant, CRNP, the Department of Health or a local health department.

MANTOUX TEST DATE:	RESULTS: <input type="checkbox"/> POSITIVE <input type="checkbox"/> NEGATIVE
IF SKIN TEST IS POSITIVE:	REPORT OF CHEST X-RAY (Please attach an official radiology report)
	DOES THIS INDIVIDUAL NEED CHEMOPROPHYLAXIS? <input type="checkbox"/> YES <input type="checkbox"/> NO

Please note: For the purposes of meeting the child care facility regulations, a person with a positive tuberculin skin test or blood test and a negative x-ray is not required to have further tuberculosis testing or x-rays, unless the person is exposed to an active case of tuberculosis or the person develops a productive cough which does not respond to medical treatment within 14 days.

Appendix C
School District of Philadelphia OST Program
Prerequisites

Appendices for the RFP EDEY: School District of Philadelphia Pre-Requisites for OST Program Operations

Applicants are not required nor expected to complete these activities until after they are notified of awards.

Awarded OST Providers must meet the following School District of Philadelphia pre-requisites in order to operate OST programs in SDP school buildings:

1. Submit and receive approval of Insurance documents
2. Submit and receive approval for all staff that will regularly be in SDP buildings
3. Submit a facilities reservation for each program location through Faciltron
4. Register for meals for each program location through the Office of Food Services

Applicants should be aware of these requirements, the scope of required documentation, and the time that providers will need to commit to this process to ensure timely completion.

See below for detailed information on these requirements. Note that these requirements are similar to the onboarding process for new school partners; however, for OST providers this process is managed in coordination with PHMC. Providers that are awarded funds will receive detailed instructions on completing these pre-requisites.

Insurance:

- All programs must have a valid Certificate of Insurance (COI) and Additional Insurance Endorsement that has been APPROVED by SDP's office of Risk Management.
- SDP's Insurance requirements are attached.
- Insurance COIs must be valid through at least October 2023; renewal documents must be submitted once they are available.
- The process for submission of these documents is managed through PHMC.
- SDP's review of insurance documents can take two weeks or more.
- Note that the COI and Additional Insurance Endorsement for SDP differ from the COI required for PHMC contracting purposes. Providers should be prepared to request two separate COI's from their carrier identifying each certificate holder (SDP and PHMC).

Staff Clearances:

- All site-based program staff must have valid background clearances on file with the District.
- The required clearances are:
 - PA Child Abuse History Clearance
 - PA State Criminal Record Check
 - FBI Background Check with Fingerprinting or Request for Waiver of FBI History Check
- SDP also requires the following Certifications which are mandated by state legislation and are not determined by the District. Contractors are still fully responsible for ensuring compliance with all

applicable legal requirements, even if documentation is not required to be submitted to the District. This would include ensuring that all employees complete the following:

- [Act 168 Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Release](#) for their current employer(s), any former employer(s) that were school entities, and any former employers where the applicant was employed in a position that involved direct contact with children.
 - Under Act 168, if any current or former staff member is identified in their employment history disclosure as having been investigated or is currently under investigation for sexual misconduct or abuse, **you are required to notify the District.**
- **Act 126** Mandated Reporter Training– the course must be compliant with the PA Department of Education requirements. The training must include the following components:
 - Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct in this Commonwealth.
 - Provisions of the Act of December 12, 1973 (P.L.397, No.141), known as the "Educator Discipline Act," including mandatory reporting requirements. This Act was revised in February, 2014 and enhances many aspects of the Act.
 - The school entity's policies related to reporting of suspected abuse and sexual misconduct.
 - Maintenance of professional and appropriate relationships with students.

Links to register for a web-based mandated reporter training:

- [Safe Schools Act 126 Mandated Reporter & Educator Discipline Act Training](#) (Free, 3 hours, for both paid and unpaid partner staff or volunteers)
- If staff have already completed the University of Pittsburgh Mandated Reporter version of this training, please submit your valid certificate AND complete the following:
 1. Review the [District Act 126 Supplemental Course](#) to satisfy all necessary requirements of Act 126-Child Abuse Recognition and Reporting Act.
- The process for submission and approval involves submission of documents to both PHMC and directly to SDP through a secure portal. This process can take up to two weeks or more. OST providers must maintain a Datasheet using an approved PHMC/SDP template on all OST program staff.
- OST program staff are not permitted into SDP buildings for program activities until all clearances have been reviewed and approved by SDP.
- SDP reserves the right to deny approval to staff following the review of clearances.

Facilities Reservations

- Awarded OST providers will be required to submit facilities reservations for SDP buildings
- These requests are submitted into an online system. Each awarded agency will need to establish an account in the on-line system prior to submitting the facilities reservation.
- Providers should anticipate this process may take several weeks – the time for the agency to undertake the following activities:
- Create the account,

- Identify appropriate spaces in the school building (may involve meeting with school leadership to tour the building)
- Submit the reservation
- Address any questions or concerns from facilities and or school leadership regarding the reservation.

Meals Registration:

- Awarded OST providers will be required to register in with the SDP's meals system. Outside vendors, even those through CACFP, are not permitted.
- This process is done on-line and requires that providers register their site and then update reservations regularly with enrollment information. Note that changes to enrollment information takes at least 3 days to go into effect.

Insurance Requirements

Submitting Your Certificate of Liability Insurance and Additional Insured Endorsement:

School Partners must provide evidence of insurance coverages specified below. Commercial General Liability insurance must be written on an “occurrence” basis and not a “claims-made” basis. The School Partner must: 1) name the District as an additional insured on the commercial general liability insurance policy, and 2) the insurer must also endorse this policy in a separate document, commonly referred to as the “additional insured endorsement.”

See below for guidance regarding the requirements for the documents that you must submit, as well as the process for submitting those documents to the District’s Office of Risk Management.

STEP 1: Ensure that your Certificate of Insurance contains the appropriate coverages and meets the District’s requirements.

Your insurance preparer must include the following information in the Certificate of Insurance for your organization:

- The **Certificate Holder** should be named as follows:

The School District of Philadelphia
440 N. Broad Street, Suite 325
Philadelphia, PA 19130

- The Certificate must have an original signature of the authorized representative. The Office of Risk Management will accept a computer generated signature but not a “stamped” or “typed” signature.
- The **Cancellation Clause** must read, "Should any of the above described policies be canceled before the expiration date thereof, the insurance company will mail 30 days written notice to the certificate holder named to the left."
- The "**Description of Operations**" section must include the following: "The School District of Philadelphia, its officers, employees and agents, shall be named as additional insured, per written contract."
- The **NAIC** number(s) must be listed for each insurance company affording coverage.
- [View a Sample Insurance Certificate](#)

Commercial General Liability Insurance:

- Limit of Liability: \$1 Million per occurrence combined single limit for bodily injury (including death) and property damage liability.
- \$1 Million personal and advertising injury.

- \$2 Million in the general aggregate and \$2 Million aggregate for products and completed operations.
- General aggregate limit must apply on a per project basis.

Professional Liability Insurance:

- Limit of Liability: \$1 Million with a deductible not to exceed \$100,000.
- School Partner may permit its insurer to write this coverage on a claims-made basis, provided that the School Partner shall maintain coverage for occurrences arising out of services provided under the School Partner Agreement for a period of at least 3 years after services are provided, or shall provide for an extended reporting period of at least 3 years after cancellation of the policy.

Sexual Molestation Coverage:

- Abuse and Sexual Molestation coverage in the amount of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- Coverage for wrongful physical or sexual contact must be included in the Commercial General Liability Insurance, Professional Liability Insurance, Educators Legal Liability Insurance or purchased separately as a stand-alone policy.

Workers' Compensation:

- Workers' Compensation: limits shall be the statutory limits.
- Employers' Liability Insurance Limit of Liability:
 - (1) \$100,000 Each Accident – Bodily Injury by Accident;
 - (2) \$100,000 Each Employee – Bodily Injury by Disease; and
 - (3) \$500,000 Policy Limit – Bodily Injury by Disease.
- If the partner is exempted from Workers' Compensation, please provide a statement as to why the exemption applies (e.g. owner of company with no employees and as owner waiving workers' compensation).
- **Automobile Liability Insurance:**
If School Partner will be using motor vehicles in connection with the Work, the limit of liability is \$1 Million per occurrence combined single limit for bodily injury (including death), and property damage liability arising from owned, non-owned, and hired vehicles.

STEP 2: Obtain the Additional Insured Endorsement from your Insurance Provider

- The Additional Insured Endorsement is a separate document from the Certificate of

Insurance.

- Please find a "sample" Additional Insured Endorsement at the link below, which may differ depending on the type of form the insurance company uses: [View a Sample Additional Insured Endorsement](#)

STEP 3: Submit insurance documents to spainsurance@philasd.org

- An Insurance Specialist will follow-up via email to confirm the approval status of your documents.
- For questions regarding insurance or the status of your review, contact Cheryl Rollins, Office of Risk Management at crollins@philasd.org.

Appendix D
PHMC OST Administrative Review Report
Template

Sample OST Administrative Review Scorecard			Total Score	91.2%
Organization	Site	Model	Strategy	
0	0	0	0	0
Background of OST Program				
Public Health Management Corporation (PHMC) serves as the intermediary for the City of Philadelphia, Office of Children and Families' (OCF) Out of School Time Project (OST). These initiatives support approximately 9,000 youth in grades K-12 through 139 programs throughout the city. These initiatives aim to provide quality out-of-school time programming to improve life skills, increase academic engagement, and prepare youth for higher education and employment.				
Goal of Administrative Review				
The administrative review provides an opportunity to assess the contract and compliance performance of OST programs funded by PHMC. The review process is part of a unified accountability system designed to ensure that OST providers are meeting with contractual requirements. The process allows PHMC to validate the quality of data entered into required data systems and identify and remediate any contractual or fiscal risks. This process should support agency continuous quality improvement (CQI) efforts, trigger technical assistance (TA) from the OST program team when needed, and inform internal decision making. There are no financial implications for the review findings. Egregious findings will be referred for additional auditing and may impact contract status.				
Site & Organization Documents			Category Score	100.0%
Was a 501c3 submitted?	yes			
Was a Board List Submitted?	yes			
Was an adequate Emergency Preparedness Plan Submitted for each Site?	yes			
Expense Review			Category Score	100.0%
Were the requested payroll reports submitted?	yes			
Do the staff listed on the payroll report align with the names provided on the Provider Staff Spreadsheet?	yes			
Names of Staff Missing from Quarter 2 Expense Report:	n/a			
Do the staff listed on the payroll report align with the staff listed in Cutyspan for this site?	yes			
Staff Missing from Cityspan:	n/a			
Staff Record Review			Category Score	79.2%
Number Of Staff Supported by This Contact:	12			
Number Of Staff Working with Youth:	12			
Number of Health Assessments Missing:	2			
Staff Missing Health Assessments:	<ul style="list-style-type: none"> • Sample Name 1 • Sample Name 2 			
Number of PA Criminal Clearances Missing:	2			
Staff Missing PA Criminal Clearances:	<ul style="list-style-type: none"> • Sample Name 1 			
Number of Child Abuse Clearances Missing:	2			
Staff Missing Child Abuse Clearances:	<ul style="list-style-type: none"> • Sample Name 1 • Sample Name 2 			
Number of FBI Clearances Missing:	2			
Staff Missing FBI Clearances:	<ul style="list-style-type: none"> • Sample Name 1 • Sample Name 2 			
Number of NSOR Clearances Missing:	2			

Staff Missing NSOR Clearances:	<ul style="list-style-type: none"> •Sample Name 1 •Sample Name 2 		
Attendance Review		Category Score	94.1%
Attendance Month Reviewed:	December 2025		
Days of Attendance Reported for Month:	17		
Was Attendance For This Site Recorded Via A Cityspan Scanned Attendance Tool?	no		
Number of Days Physical Attendance Sheets Exactly Aligned with Reported Cityspan Attendance:	16 - Discrepancy identified on Dec 12		
Days of Misalignment:	1		
Does The Physical Sign In Sheet Contain Youth And/Or Parent/Guardian Names?	yes		
Does The Physical Sign In Sheet Contain Signatures?	yes		
Does The Physical Sign In Sheet Contain Sign In And Sign Out Times?	yes		
Does The Physical Sign In Sheet Contain Programming Dates At The Top Of Every Page?	yes		
DHS Compliance Report Review		Category Score	85.0 %
High School Incentive Process Review		Category Score	100.0 %
C2L Incentive Procedure meets minimum requirements	yes		
Debit Card Distribution Logs complete	yes		
Participant File Review		Category Score	80.0%
Youth Name / School	Document(s) Missing & Notes Where Needed		
Sample Participant / Sample School	Missing Emergency Contact Form, MTW, OST Consent Form.		
Sample Participant 2/ Sample School	Emergency Contact Form missing		
Total Missing Participant Files:	4: Emergency Contact Forms - 2, MTW - 1, OST Consent Forms - 1		
Next Steps			
Site & Org Document Notes	No action needed		
Expense Review Notes	No action needed		
Staff Record Notes	<p><u>Missing Health Assessments:</u> Sample Staff 1, Sample Staff 2</p> <p><u>Missing PA Criminal Clearances:</u> Sample Staff 1, Sample Staff 2</p> <p><u>Missing Child Abuse Clearances:</u> Sample Staff 1, Sample Staff 2</p> <p><u>Missing FBI Clearances:</u> Sample Staff 1, Sample Staff 2</p> <p><u>Missing NSOR Clearances:</u> Sample Staff 1, Sample Staff 2</p>		
Attendance Notes	Attendance reported in Cityspan and found on sign-in sheets inconsistent on December 12		
DHS Compliance Report Notes:	No action needed		
High School Incentive Process Review	No action needed		
Youth Records Notes	<p><u>Missing Emergency Contact Forms:</u> Sample Participant 1, Sample Participant 2</p> <p><u>Missing MTW:</u> Sample Participant 1</p> <p><u>Missing OST Consent Forms:</u> Sample Participant 1</p>		
Any missing documentation is due for resubmission on March 16, 2026.			

Appendix E
OST Health and Safety Report Template

Out of School Time Health and Safety Checklist FY25 School Year

This report serves as a record of PHMC Health and Safety program observations made during site visits. A copy of this report will be emailed to the Site Director and Executive Director of the OST Program.

Program Information

Agency Name

Site Name

OST Coach Name

Model Type

PHMC Contract Specialist

Site Director Name

Site Director Email Address

Executive Director Name

Executive Director Email Address

Date of Visit

Arrival Time

Departure Time

1. Sign-In sheets reviewed and meet contract requirements.

No

2. First Aid Kit

No

3. Portable Emergency Contact Information

No

Number of Contracted Slots

Number of Enrolled Youth

Number of Youth Present at Visit

Staffing

Class or Group 1

Staff Name(s)

Grade or Age Level

Number of Clients Observed

Number of Staff Observed

Staffing Continued

Class or Group 2

Staff Name(s)

Grade or Age Level

Number of Clients Observed

Number of Staff Observed

Staffing Continued

Class or Group 3 Staff Name(s) Grade or Age Level

Number of Clients Observed Number of Staff Observed

Staffing Continued

Class or Group 4 Staff Name(s) Grade or Age Level

Number of Clients Observed Number of Staff Observed

Required Postings

1. Program Schedule
No

2. Field Trip Schedule
No

3. Staff Roster
No

4. Youth Allergy List
No

5. No Smoking Sign
No

6. Fire Exit\Emergency Shelter in Place
Procedures
No

7. Hand Washing Sign
No

8. Menu
No

A. Program Administration

1. Staff Handbook is available on site.
No

2. Family Handbook is available on site.
No

Emergency Preparedness

3. A Fire Drill Log, complete with DPW-required data, is present.
No

4. A Shelter-In-Place Log, complete with required DPW-required data, is present.
No

Comments/Notes for Follow-Up

Comments/Notes for Follow-Up:

Appendix F
Means Test Worksheet and Instructions

MEANS TEST WORKSHEET

I. IDENTIFYING INFORMATION FOR "SERVICES FOR IN-HOME CHILDREN"

1. CHILD/YOUTH'S NAME (LAST, FIRST, M.I.)		2. GENDER: MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>	
3. CHILD/YOUTH'S DOB	4. CHILD/YOUTH'S MCI #	5. CHILD/YOUTH'S SS#	
6. PERSON WITH WHOM THE CHILD/YOUTH IS LIVING	7. RELATIONSHIP TO CHILD/YOUTH	8. SS# OF PERSON WITH WHOM CHILD/YOUTH IS LIVING	

II. MEANS TEST FOR "SERVICES FOR IN-HOME CHILDREN"

1. Is the child/youth/family receiving: TANF (Cash Assistance) SSI SNAP MEDICAID NONE If yes, provide Case # _____

If benefits are being received, proceed to question 4. If response is "NONE", proceed to question 2.

2. Is the child/youth a U.S. Citizen or eligible non-citizen? YES NO
 If yes, indicate documentation source: Birth Certificate USCIS CIS or Self-Declaration

3. In order to be eligible for "services for in-home children", a child/youth/family's gross income may not exceed 400 percent of the Federal Poverty Guidelines (FPG) for the family unit size. Using the table below, provide a "YES" or "NO" in Column 4 in the corresponding row for the family size as to whether the child/youth/family's income **is less than** the annual or monthly amount for the family size. (Family unit includes biological, adoptive or step-parents, specified relatives, and full, half, and/or adopted siblings living in the home under the age of 18, plus the TANF child). This is a self-declared means test. No verification except the response of the family is required.

Table: 400 Percent of Federal Poverty Guidelines

Family Unit Size	400% of FPG (gross) (Annually)	400% of FPG (gross) (Monthly)	Yes/No
1	Less than \$62,600	Less than \$5,216.67	
2	Less than \$84,600	Less than \$7,050.00	
3	Less than \$106,600	Less than \$8,883.33	
4	Less than \$128,600	Less than \$10,716.67	
5	Less than \$150,600	Less than \$12,550.00	
6	Less than \$172,600	Less than \$14,383.33	
7	Less than \$194,600	Less than \$16,216.67	
8	Less than \$216,600	Less than \$18,050.00	

Note: For family units of more than 8 members, add \$22,000 annually (Column 2) and \$1,833.34 monthly (Column 3) for each additional member and place the correct figures in the blank row at the bottom of the Table.

4. Is the child/youth under 18 years of age? YES NO

5. Is the child/youth living in the home of a parent or other adult specified relative? YES NO

6. Is the child/youth one of the following: (a) receiving child welfare services through the CCYA, (b) adjudicated dependent, or (c) receiving child welfare services, has court-ordered SCR and the CCYA is the lead on the child/youth's case? YES NO

7. Is the child/youth/family receiving one of the benefits in question 1 and questions 4, 5 and 6 are "YES" or answers to 2, 3, 4, 5 and 6 are ALL "YES"? YES NO
 If "YES" to 7, the child/youth is eligible for TANF funding for services for in-home children.

Means Test Administered for: Month: _____ Year: _____

8. Name of staff person administering this means test (Please Print): _____

9. Date this form was completed: _____

INSTRUCTIONS FOR COMPLETING THE MTW

The County Children and Youth Agency/Juvenile Probation Office (CCYA/JPO) or its provider must complete the Means Test Worksheet (MTW) to validate that a family meets the Temporary Assistance to Needy Families (TANF) eligibility requirements per the Child Welfare TANF Services Policies and Procedures Manual. Instructions for completing the MTW are described below:

Section I: Identifying Information

1. **CHILD'S NAME** – Enter child's name. Include Last, First and Middle Initial.
2. **GENDER** – Check box that denotes the gender of the child.
3. **CHILD'S DATE OF BIRTH** – Enter child's Date of Birth.
4. **CHILD'S Master Client Index (MCI) NUMBER** – Enter the child's MCI number. If an MCI number has not been assigned to the child, enter the child's Social Security Number (SSN) in Block 6.
5. **CHILD'S SSN NUMBER** – Enter child's SSN **ONLY** if the child does not have an MCI Number. If the child's MCI or SSN cannot be obtained, the county may still claim for the child, but the child must be assigned a unique identifier to use in lieu of the SSN. When necessary, the county should use the method described below to assign the child a unique identifier (referred to as a "supplemental SSN") to complete box number 4 in the following manner:

The supplemental SSN will have the same number of characters and layout with hyphenation as a regular SSN, but will contain both characters and digits.

Example

Name	Date of Birth	Sex	The SSN generated will be:
<u>R</u>obert <u>K</u>line	<u>01/14/87</u>	Male = <u>1</u>	KLR-01-1471

- KL__-__-____ First two characters of applicant's *Last Name* capitalized
- KLR-__-____ First character of applicant's *First Name* capitalized
- KLR-01-____ Two digit Month of the Child's Date of Birth
- KLR-01-14__ Two digit Day of the Child's Date of Birth
- KLR-01-147_ Last digit of the year of the Child's Date of Birth
- KLR-01-1471 Child's Sex: 1=Male and 2=Female

In the case of multiple same-sex births, where the first eight characters of the supplemental SSN are identical, the last digit of the supplemental SSN should use

progressive odd numbers for males and progressive even numbers for females as needed per the example below:

- 1, 3, 5, 7, 9 = Male
- 2, 4, 6, 8, 0 = Female

6. **PERSON WITH WHOM THE CHILD IS LIVING** – Enter the name of the person with whom the child is living. For a child to be a member of a family, he/she must be either living with a parent, specified relative, or a non-relative court designated legal custodian. Relatives within the fifth degree of kinship to the child are specified relatives and can be biological, adoptive, step, or half. A spouse of anyone named above is also considered a specified relative even if the marriage was terminated by death or divorce.
7. **RELATIONSHIP TO CHILD** – Identify the relationship to the child of the person identified in Item 6. The options are: parent, specified relative, non-relative court designated legal custodian, or other out-of-home placement. If “other out-of-home placement” is selected, the client is not a member of a family and would not be eligible for TANF.
8. **SSN OF PERSON WITH WHOM THE CHILD IS LIVING** – Provide an SSN for the person identified in Item 6 unless “other out-of-home placement” is identified in Block 7. The SSN for this person is important, but the county can still claim if the SSN is unknown. The county should make every effort to obtain the SSN.

NOTE: Children for whom a MTW has been completed should not be entered into the PEAPS database.

Section II: Eligibility under TANF for Services Provided to Non-Placed Children

1. **ITEM 1** – If the family is receiving one of the public benefits listed, check the appropriate box, provide the case number, and proceed to Item 4. If the family is not receiving public assistance or the information is not available, leave this item blank and proceed to Item 2.

Children/families receiving public benefits meet the requirements for TANF funding of Child Welfare TANF Services for non-placed children if: a)the child is under age 18 and b) the child is a member of a family per Section I.6 (above).

2. **ITEM 2** – Mark “**YES**” if the child is either a U.S. citizen or a qualified alien. Otherwise, mark “**NO**”. If the answer is “**YES**”, check the appropriate documentation source and proceed to Item 3. When the answer is “**NO**”, proceed to Item 6 and check “**NO**” as the child is not TANF eligible.

Section 4.4.3 describes the requirements for being a U.S. citizen or qualified alien. The following documents can support that this criterion is met:

- A birth certificate showing that the child was born in the United States.
- INS documentation showing that the child was a naturalized citizen/qualified alien.
- Certificate of Naturalization.
- Certificate of Citizenship (citizenship derived through parent).
- Northern Mariana ID card.
- American Indian card with a classification code "KIC".
- Any other document that establishes a U.S. place of birth or in some way indicates U.S. citizenship (i.e. contemporaneous hospital record of birth).
- Client Information System (CIS) screen could support that the child is/was receiving public benefits (citizenship verified by County Assistance Office).

Finally, if none of the above forms of documentation are available, it is sufficient that the family self-declare whether the child is a U.S. citizen or qualified alien.

3. ITEM 3 – Complete Item 3 in the following manner:

- Determine the size of the family unit. Include the child, parents (biological, adoptive or step), other specified relatives, or non-relative court designated legal custodians living in the home and siblings (full, half, or adoptive) under the age of 18.
- Ask the parent, specified relative, or the non-relative court designated legal custodian head of household whether the income of the child's family unit (as identified above) is less than the annual or monthly gross income for their family size as shown in the Table on the MTW.
- When the family's income is less than 400 percent of the Federal Poverty Guidelines (FPG), answer "**YES**" in the corresponding row for the family unit size (column 4) and proceed to Item 5. Otherwise, answer "**NO**", then proceed to Item 6 and check "**NO**" as the child is not TANF eligible.
- When there are more than eight family members, follow the instructions below the Table on the MTW to determine 400 percent of the FPG for the family size.
- This is a self-declaration of the parent, specified relative, or the non-relative court designated legal custodian.

4. ITEM 4 – Mark "YES" if the child is under 18 and proceed to Item 5. Otherwise, mark "NO" and proceed to Item 6 and check "NO" as the child is not TANF eligible.

5. ITEM 5 – If a service is provided to a child living with a parent, other specified relative, or legal custodian, mark "YES" and proceed to Item 6. Otherwise, mark "NO", proceed to Item 6 and check "NO" as the child is not TANF eligible.

- 6. ITEM 6** – A CCYA/JPO staff person must review the MTW and determine if the child/family meets the eligibility requirements per the Child Welfare TANF Services Policies and Procedures Manual. The worker should check the “**YES**” box when one of the boxes is checked in Item 1 (signifying that the child/family is receiving one of the listed forms of public assistance) and Items 4 and 5 are answered “**YES**” **OR** when items 2, 3, 4, and 5 are answered “**YES**”. The child/family is not TANF eligible and the “**NO**” box should be marked if Items 1, 4, and 5 are not all answered “**YES**” **OR** if items 2, 3, 4, and 5 are not all answered “**YES**”.

Enter the month and year for which the means test was administered. **This should be the month in which the child first received Child Welfare TANF Services.**

- 7. ITEM 7** – Print the name of the CCYA/JPO staff person who completed and/or reviewed the MTW.
- 8. ITEM 8** – Enter the date the form was completed.

Appendix G
PA DHS Emergency Contact/Parental
Consent Form

EMERGENCY CONTACT / PARENTAL CONSENT FORM

55 PA CODE CHAPTERS 3270.124 (a) (b), 3270.181 & 182; 3280.124 (a) (b), 3280.181 & .182; 3290.124 (a) (b), 3290.181 & .182

CHILD'S NAME		DATE OF BIRTH
ADDRESS		
PARENT'S NAME/LEGAL GUARDIAN		HOME TELEPHONE NUMBER ()
ADDRESS		
BUSINESS NAME		BUSINESS TELEPHONE NUMBER
ADDRESS		
PARENT'S NAME/LEGAL GUARDIAN		HOME TELEPHONE NUMBER
ADDRESS		
BUSINESS NAME		BUSINESS TELEPHONE NUMBER
ADDRESS		
EMERGENCY CONTACT PERSON(S)	NAME	TELEPHONE NUMBER WHEN CHILD IS IN CARE
PERSON(S) TO WHOM CHILD MAY BE RELEASED	NAME	ADDRESS
NAME OF CHILD'S PHYSICIAN/MEDICAL CARE PROVIDER		TELEPHONE NUMBER
ADDRESS		
SPECIAL DISABILITIES (IF ANY)		ALLERGIES (INCLUDING MEDICATION REACTION)
MEDICAL or DIETARY INFORMATION NECESSARY IN AN EMERGENCY SITUATION		MEDICATION, SPECIAL SITUATION
ADDITIONAL INFORMATION ON SPECIAL NEEDS OF CHILD		
HEALTH INSURANCE COVERAGE FOR CHILD or MEDICAL ASSISTANCE BENEFITS		POLICY NUMBER (REQUIRED)
PARENT'S SIGNATURE IS REQUIRED FOR EACH ITEM BELOW TO INDICATE PARENTAL CONSENT		
OBTAINING EMERGENCY MEDICAL CARE		ADMIN. OF MINOR FIRST-AID PROCEDURES
WALKS AND TRIPS		SWIMMING
TRANSPORTATION BY THE FACILITY		WADING

PERIODIC REVIEW

SIGNATURE OF PARENT or GUARDIAN

DATE

SIGNATURE OF PARENT or GUARDIAN

DATE

WHITE COPY (Original)

YELLOW COPY (Child Care Space)

PINK COPY (Excursion)

Appendix H
PA DHS Child Health Report Form

CHILD HEALTH REPORT

(55 PA CODE §§3270.131, 3280.131 AND 3290.131)

Parent/Provider fill in this part.

CHILD'S NAME: (LAST)	(FIRST)	PARENT/GUARDIAN:
DATE OF BIRTH:	HOME PHONE:	ADDRESS:
CHILD CARE FACILITY NAME:		
FACILITY PHONE:	COUNTY:	WORK PHONE:
<input type="checkbox"/> I authorize the child care staff and my child's health professional to communicate directly if needed to clarify information on this form about my child.		
PARENT'S SIGNATURE:		

DO NOT OMIT ANY INFORMATION
 This form may be updated by a health professional. Initial and date any new data. The child care facility needs a copy of the form.

HEALTH HISTORY AND MEDICAL INFORMATION PERTINENT TO ROUTINE CHILD CARE AND DIAGNOSIS/TREATMENT IN EMERGENCY (DESCRIBE, IF ANY):
 NONE

DESCRIBE ALL MEDICATION AND ANY SPECIAL DIET THE CHILD RECEIVES AND THE REASON FOR MEDICATION AND SPECIAL DIET. ALL MEDICATIONS A CHILD RECEIVES SHOULD BE DOCUMENTED IN THE EVENT THE CHILD REQUIRES EMERGENCY MEDICAL CARE. ATTACH ADDITIONAL SHEETS IF NECESSARY.
 NONE

CHILD'S ALLERGIES (DESCRIBE, IF ANY):
 NONE

LIST ANY HEALTH PROBLEMS OR SPECIAL NEEDS AND RECOMMENDED TREATMENT/SERVICES. ATTACH ADDITIONAL SHEETS IF NECESSARY TO DESCRIBE THE PLAN FOR CARE THAT SHOULD BE FOLLOWED FOR THE CHILD, INCLUDING INDICATION OF SPECIAL TRAINING REQUIRED FOR STAFF, EQUIPMENT AND PROVISION FOR EMERGENCIES.
 NONE

IN YOUR ASSESSMENT, IS THE CHILD ABLE TO PARTICIPATE IN CHILD CARE AND DOES THE CHILD APPEAR TO BE FREE FROM CONTAGIOUS OR COMMUNICABLE DISEASES?
 YES NO IF NO, PLEASE EXPLAIN YOUR ANSWER:

HAS THE CHILD RECEIVED ALL AGE APPROPRIATE SCREENINGS LISTED IN THE ROUTINE PREVENTIVE HEALTH CARE SERVICES CURRENTLY RECOMMENDED BY THE AMERICAN ACADEMY OF PEDIATRICS? (SEE SCHEDULE AT WWW.AAP.ORG) <input type="checkbox"/> YES <input type="checkbox"/> NO	NOTE BELOW IF THE RESULTS OF VISION, HEARING OR LEAD SCREENINGS WERE ABNORMAL. IF THE SCREENING WAS ABNORMAL, PROVIDE THE DATE THE SCREENING WAS COMPLETED AND INFORMATION ABOUT REFERRALS, IMPLICATIONS OR ACTIONS RECOMMENDED FOR THE CHILD CARE FACILITY.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">VISION (subjective until age 3)</td> <td></td> </tr> <tr> <td>HEARING (subjective until age 4)</td> <td></td> </tr> <tr> <td>LEAD</td> <td></td> </tr> </table>	VISION (subjective until age 3)		HEARING (subjective until age 4)		LEAD	
VISION (subjective until age 3)							
HEARING (subjective until age 4)							
LEAD							

RECORD DATES OF IMMUNIZATIONS BELOW OR ATTACH A PHOTOCOPY OF THE CHILD'S IMMUNIZATION RECORD

IMMUNIZATIONS	DATE	DATE	DATE	DATE	DATE	COMMENTS
HEP-B						
ROTAVIRUS						
DTAP/DTP/TD						
HIB						
PNEUMOCOCCAL						
POLIO						
INFLUENZA						
MMR						
VARICELLA						
HEP-A						
MENINGOCOCCAL						
OTHER						

MEDICAL CARE PROVIDER:	SIGNATURE OF PHYSICIAN, CRNP OR PHYSICIAN'S ASSISTANT
ADDRESS:	TITLE:
PHONE:	LICENSE NUMBER: DATE FORM SIGNED:

Parents may write immunization dates; health professional should verify and complete all data.

Appendix I
OST Consent Form including School District
of Philadelphia Consent Form (FERPA)

AFTER SCHOOL PROGRAM DATA SHARING CONSENT FORM

Agency Name _____

Program Location _____

Purpose:

The City of Philadelphia (the City) funds after school programs, also called "Out of School Time" (OST) through various city agencies and departments; other OST programs are funded and run by independent providers (collectively "OST programs"). When you enroll your child in an afterschool program, the City will collect information from you and your child and from OST programs and the School District of Philadelphia and store it in a secure centralized system, where it may be shared with other OST programs in order to help to manage the programs, provide academic assistance, publicize the programs, identify unused participant public benefits, as well as improve programming, services, and participant safety.

Process:

- When you sign up for an afterschool program, you will be asked to provide information about your child, including but not limited to his or her name, age, address, and other demographic information.
- OST program staff may also visit the program and talk to your child about being at that program and may also ask your child to complete short surveys about the program to learn more about the experience; these visits are a part of afterschool programs for every child and every afterschool site.
- Additional information may be added to your child's file, including from the School District (if you agree) and other OST programs your child has attended including but not limited to: date of birth, gender, race, ethnicity, phone, ID, school name, grade, and attendance.

Information Privacy and Sharing of Information:

- The information that is collected about your child will be shared with staff at the afterschool program.
- In addition, the information about your child will be shared with approved City and OST program and administrative staff, including providers or independent contractors.
- If the City ever allows the information to be used for research or evaluation purposes, no identifying information about your child or your family will be shared.
- All of the information will be stored in a database that complies with requirements for managing student education records as set forth in the Family Educational Rights and Privacy Act (FERPA).
- Furthermore, the system is guarded by layered security protocols that prevents unauthorized persons from accessing the system. You also have the right to inspect and review documents collected and maintained in that system.

Consent to Collection and Use of Child's Information:

- I give permission to the City Out of School Time program to collect, store, and share the information I provide on my child for use in the OST program as outlined above and for my child and/or me to complete programmatic surveys that may be shared with other OST programs.

If you do **not** give permission for the City to collect, store, and share information (including surveys), please initial here ____

- I give permission for the OST program to provide the School District of Philadelphia with information about my child's attendance in the OST program for the purposes of programming for my child and overall program evaluation.

If you do **not** give permission for the City to share OST attendance information with the School District of Philadelphia for the purposes of programming and evaluation, please initial here ____

- I give permission for the OST program to check my child’s name against any public benefit databases administered by or for the City for the purposes of locating additional benefits to which my child or family may be entitled.

If you do **not** give permission for the City to check your child’s name against any public benefit databases administered by or for the City for the purposes of locating additional benefits, please initial here ____

- I give permission for the School District of Philadelphia to release my child’s educational reports to the OST programs that have need for it. The information to be released under this consent is: all records; grades, test scores; AIMS scores; attendance; Individualized Education Programs if applicable; and any other measurements of academic performance tracking programmatic progress. The information will be released for the following purposes: programming for my child and overall program evaluation.

If you do **not** give permission for the School District to release your child’s educational records, please initial here _____

- I give permission for the OST program to photograph, digitally record, videotape, or audio tape my child while s/he is participating in the OST program. I further agree that any material may be used in publications, promotional literature, or in other similar ways, and that such use shall be without payment of fees. I understand that any photographs, videotapes, or audio tapes shall remain the property of the City and that I do not have the right to prior approval of their use. I release and hold harmless the City of Philadelphia, the City OST program, OST providers and their officers, employees, and agents from all claims and causes of action that I or my child may have as a result of the use of my child’s photograph, videotape, or audio tape in connection with the program.

If you do **not** give permission for the OST program to use your child’s image, please initial here _____

- I understand that I may revoke this consent upon providing written notice to the OST program that my child attends. I further understand that until this revocation is made, this consent shall remain in effect and my educational records will continue to be provided to the OST program for the reasons described above.

ACKNOWLEDGEMENT AND SIGNATURE:

By signing below, I acknowledge that I have read and understand this OST Data Sharing Consent Form and agreement to have my child’s information shared as described above.

Child Name: _____

Child’s Student ID: _____

Child Address: _____

Parent/Guardian Name: _____

Parent/Guardian Signature (or student’s signature, if student is 18 years old or an emancipated minor): _____

Date: _____

Appendix J
Out-of-School Time Data Collection and
Reporting Requirements

Out-of-School Time

Data Collection and Reporting Requirements

Cityspan Data Collection and Reporting Requirements

City of Philadelphia requires the use of Cityspan, a citywide out-of-school time system to support the data collection and program activities of all City of Philadelphia funded OST Programs. Providers will use Cityspan to manage participant intakes and services, evaluate program effectiveness, and report outcomes.

Cityspan is composed of the following integrated modules that all contracted providers are required to use:

Agency / Site Module

Cityspan provides an administrative module for registering funded agencies. Cityspan will configure an agency record to collect organization name, address, and other background information. Under each Agency, a site represents a physical location.

Staff who have access to multiple sites within their organization can switch between sites.

Items on the agency and Site page will include program characteristics used to populate the city's Program Locator tool. The agency module will require monthly quality review and updates prior to invoicing.

Agency and site data is updated by Cityspan annually. Providers are responsible for creating and maintaining activity records that align with current OST programming.

Staff Module

In Cityspan, each organization has a 'Staffing' site, where staff records are managed. Only designated administrative users will have access to the Staffing site. After staff records are added to the system in the Staffing site, providers may then assign staff to specific program sites and even activities.

Staff records include key demographic data as well as compliance information on required clearances. The staff record can also record key training and certification dates that support compliance PA DHS regulations.

In order to maintain an up-to-date contact list, providers must select at least one "Communication Type" for each staff person entered. This will determine which contact list(s) a staff person is added to for various types of communication from the City and PHMC.

The staff module supports professional development. Providers can track staff members participation professional development activities by category/competency, hours of training and dates, and whether the training is part of the those required under the OST contract.

Agencies will be responsible for adding, updating, and quality reviewing staff and participant information on a weekly basis.

Participants Module

Cityspan includes a participant module that allows providers to manage enrollment and attendance of program participants. This module supports providers to track participants from outreach through

enrollment and eventual discharge from the program. Demographic data is captured, including compliance related items such as the school in which the student is enrolled, Means Test Worksheet data, date of signed consents, caregiver information, emergency contacts, and engagement with DHS.

Participants are assigned or linked to the sites where they attend. By default, they are assigned to the site in which they are originally registered (added to Cityspan). In a multi-site agency, if the same participant shows up at a different site, they can be assigned to that site as well. The system allows providers to track students across multiple years of programming and can retain data so that information only needs to be updated each year, rather than fully re-entered.

Service Management

Service management in Cityspan is where it all comes together – participants are enrolled in activities within sites and attendance information is tracked.

In Cityspan, enrollment and attendance are 'Activity' driven. Within each site, provider agencies create separate activities (Rosters) for each Program Model that is offered at the site. Each activity has specific identifiers that align to the funded program strategy and model. Each activity set-up also allows providers to identify the

- Main category of the activity (Academic, STEM/STEAM, Sports/Health/Wellness, or Arts & Culture),
- Sub-categories,
- Ages and Grade ranges served,
- Schedules (days and hours), and
- Linked staff

Separate activities are created for school year and summer-time periods.

Attendance is one of Key Performance Indicators (KPI) for the OST Program, as such, providers must enter data daily on participant attendance in program activities by 8 p.m. each day. The Service Management feature in Cityspan allows providers, City of Philadelphia and PHMC to track progress in meeting the following:

- Program enrollment
- Daily attendance data
- Attendance thresholds for invoicing activities
- Program dosage

In addition to activities, the Service Management features allows providers to track progress in meeting other KPI outlined in the Strategy and Model specific goal charts. This includes tracking participation in Culminative Events and Industry Tours (for older youth).

Program Locator:

In coordination with the After School Activities Partnership (ASAP), the City of Philadelphia has launched a new OST program locator integrated with the Cityspan system. The OST Program Locator assists families, caregivers, and youth in locating Out of School Time (OST) programs to match interests, focus areas, age and grade level, time, availability, budget, and transportation requirements. The program locator pulls data from the activity set up, so to ensure families have real-time data regarding program availability, providers will need to make sure the information entered in the above modules is up to date.

Contract Management and Invoicing

Cityspan supports the contract management and invoicing activities for PHMC and the providers. Providers can view basic information on the contract within Cityspan, including the total amount awarded, the slots allocated, invoicing and expense reporting frequency, and the strategy and model for each site.

The invoice feature allows providers to create and submit invoices to PHMC within Cityspan. The system calculates invoice amounts based on the attendance thresholds for the strategy and model assigned to the site and provides a report on youth counted in that month's invoice. Providers can track the amount invoiced to date as well as the amount of funds that remain available for future invoices. Quarterly expense reports are uploaded into Cityspan and submitted with the relevant invoice. PHMC can track the approval of invoices and expense reports in Cityspan and the system generates an email to providers and PHMC noting when invoices are submitted and approved (or rejected if a correction is needed).

Reporting Tools

Cityspan has robust reporting tools. Providers can access standard administrative and site reports that pull from live data within the system. In addition, the City of Philadelphia has created a custom report section that provides relevant reports for program management for various publicly funded OST programs. The custom reporting module loads overnight every day, so data pulled is accurate as of the previous day.

The custom reporting tool supports a shared understanding of provider's progress towards meeting Key Performance Indicators and maintaining program compliance. Providers can view their site data within the same report formats and parameters as PHMC and City of Philadelphia – ensuring that providers have the management tools at their disposal to ensure data is complete, accurate and meets all reporting requirements for the OST program.

Other Data Collection and Reporting Requirements

Program Observation and Survey Tools

Providers may be expected to enter program goals and observations tied to the National Institute of Out-of-School Time's (NIOST) APAS tools into Cityspan and/or in other data management systems.

Cognito

PHMC and City of Philadelphia use the Cognito Application to collect data needed for both regular and ad hoc reporting and program management activities. Cognito is a secure, web-based application through which providers will be able to respond to requests for data from City of Philadelphia and PHMC. Examples of ways that this tool is used include collecting lesson plans; surveying providers regarding emerging challenges; supporting provider's request for program waivers and schedule changes; and collecting data on new programs or initiatives within the OST System.

DocuSign

PHMC uses DocuSign for all contracting activities. Providers will receive secure emails via PHMC's DocuSign account with contracting documents, amendments and other items that require a signature or secure transmission of legal information.

Appendix K
OST Program Insurance Requirements

OST Program Certificate of Insurance Requirement

A. General Terms (required in all policies).

- The insurance shall provide for at least thirty (30) days prior written notice to be given to the certificate holders in the event coverage is cancelled or nonrenewed.
- Public Health Management Corporation and the City of Philadelphia and their respective officers, directors, employees and agents, shall be named as additional insured on the General Liability Insurance policy. The School District of Philadelphia should also be named as additional insured if one or more programs operate in a School District facility.
- An endorsement is required stating that the coverage afforded Public Health Management Corporation, the City of Philadelphia, and the School District of Philadelphia (if operating in a School District facility) as well as their respective officers, directors, employee, and agents will be primary to any other coverage available to them and that no act or omission of Public Health Management Corporation, the City of Philadelphia, or the School District of Philadelphia shall invalidate the coverage.

B. General Liability Insurance

Limit of Liability:

- One million dollar (\$2,000,000) per occurrence combined single limit for bodily injury (including death) and property damage liability
- Coverage: Premises operations, blanket contractual liability, personal injury liability; sexual abuse, molestation; PHMC, independent contractors, employees, and volunteers as additional insured; cross liability; and broad form property damage (including completed operations)
- Two-million-dollars (\$2,000,000) general aggregate and one million dollars (\$1,000,000) aggregate for products and completed operations. PHMC may require higher limits of liability if, in their sole discretion, the potential risk so warrants.
- Coverage: premises operations, blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors, employees and volunteers as additional insured's; cross liability; and broad form property damage (including completed operations).

C. Workers Compensation and Employers Liability

- Workers Compensation: Statutory Limits
- Employers Liability: \$100,000 each accident – bodily injury by accident; \$100,000 each employee – bodily injury by disease; and \$500,000 policy limit – bodily injury by disease
- Other states insurance including Pennsylvania

D. Commercial Automobile Liability Insurance

- Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability
- Coverage: Owned, non-owned, and hired vehicles

E. Professional Liability Insurance

- Limit of Liability: \$1,000,000 with a deductible not to exceed \$50,000
- Coverage: Errors and omissions including liability assumed under this Agreement
- Professional Liability Insurance may be written on a claims-made basis, provided that coverage for occurrences happening during the performance of the services required under this Agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the services.

F. Fidelity Bond

- Providers shall, at their sole cost and expense, obtain and maintain during the Initial Term and any Additional Term of this Agreement, a fidelity bond in an amount of the greater of (a) \$10,000 or (b) the amount specified in the Agreement, covering Provider’s employees who have financial responsibilities related to the receipt and disbursement of funds under this Agreement. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) \$10,000 or (b) the amount specified in this Agreement. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to PHMC prior to the commencement of services.

G. Self-Insurance

- Providers may not self-insure any of the coverage’s required under this Agreement without the prior written approval of Public Health Management Corporation and the City of Philadelphia’s Risk Manager.

H. Certificate Holders

- Providers shall submit certificates of insurance to confirm the required insurance coverage. This certificate of insurance shall be submitted to Public Health Management Corporation at least ten (10) days prior to commencement of work performed under the Agreement. Providers must identify the City of Philadelphia and Public Health Management Corporation as additional insured on the certificate(s) of insurance. Agencies that operate one or more programs in a School District of Philadelphia building must also identify the School District of Philadelphia as additional insured. (Agencies that operate in a School District of Philadelphia will also be required to submit separate insurance documentation to the District)

Appendix L
OST Program Expense Report Template

Provider Name:	
Site Address:	
Strategy:	
Program Model:	
Provider Fed Tax ID #:	
Date Prepared:	
Prepared by:	
Telephone Number:	
Email Address:	
Indirect Rate:	

Fiscal Year
7/1/25 - 6/30/26

Total Number of Slots Awarded	# ES Slots
For Combined ES/MS Sites	# MS Slots
OILY, Must equal cell C14	
TOTAL GRANT AMOUNT	\$

Please use this link if you have concerns on how to complete your budget.

Expenses	Fiscal Year 2025-26 Budget	September Expenses	May Expenses	June Expenses	YTD Expenses 7/1/25 - 6/30/26	(C) Budget Balance 7/1/25 - 6/30/26	% Budget Balance	Notes
Personnel								
SUMMER - Total Salaried Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
SCHOOL YEAR - Total Hourly Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
SCHOOL YEAR - Total Salaried Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
SCHOOL YEAR - Total Hourly Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Fringe Benefits (All Personnel)	\$	\$	\$	\$	\$	\$		
Payroll Taxes 7.65% (All Personnel)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Personnel Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Consultants/Contractors (No Benefits or Taxes) Note: One name per line	\$	\$	\$	\$	\$	\$		
	\$	\$	\$	\$	\$	\$		
	\$	\$	\$	\$	\$	\$		
	\$	\$	\$	\$	\$	\$		
Total Consultants / Contractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Operating								
Telephone	\$	\$	\$	\$	\$	\$		
Advertising	\$	\$	\$	\$	\$	\$		
Printing	\$	\$	\$	\$	\$	\$		
Postage	\$	\$	\$	\$	\$	\$		
Audit	\$	\$	\$	\$	\$	\$		
Liability Insurance	\$	\$	\$	\$	\$	\$		
Occupancy/Rent	\$	\$	\$	\$	\$	\$		
Utility Costs	\$	\$	\$	\$	\$	\$		
Computer Services	\$	\$	\$	\$	\$	\$		
Equipment	\$	\$	\$	\$	\$	\$		
Curriculum	\$	\$	\$	\$	\$	\$		
Program Supplies	\$	\$	\$	\$	\$	\$		
Staff Training Materials and Supplies	\$	\$	\$	\$	\$	\$		
Transportation	\$	\$	\$	\$	\$	\$		
Cultural/Recreational Field Trips	\$	\$	\$	\$	\$	\$		
Other -	\$	\$	\$	\$	\$	\$		
Other -	\$	\$	\$	\$	\$	\$		
Total Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Indirect Costs (Maximum of 10%)	\$	\$	\$	\$	\$	\$		
Total Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

This number must be \$0.00

Invoice Year-to-Date

For Combined ES/MS Sites ONLY	ES Slots Utilized	MS Slots Utilized	Number of Participants Meeting Attendance Threshold This Month (from City/Spain)
	0	0	0
	0	0	0
	0	0	0

With the June Report, Cell S57 must = \$0
By June, Expenses must match YTD Invoiced Amount (cell US9) and cannot exceed the Total Budget (Cell C55 or E55)

If Cell US5 is orange, Indirect is greater than 10%

Appendix M
Sample Site Specific Collaboration Plan

[AGENCY]-[SITE/SCHOOL] Collaboration Plan SY 2025-2026

COLLABORATION PLANNING MEETING DATE AND TIME:

MEETING ATTENDEES:

Program Model (Full Time OST/ Specialized):

- *Key concepts*
 - A Collaboration Plan is required for each school receiving services
 - The plan will establish a shared vision for the program and clarify provider and school expectations.
 - A physical in-person meeting is required for all new partnerships to complete the plan. In cases where partnerships are already established a virtual meeting may be held to review and amend the document.
 - A new collaboration plan should be completed at the beginning of each school year and prior to summer program
 - Best practice would be to review this plan midway through the school year
- *Process*
 1. The provider will reach out to the Principal to initiate scheduling the collaboration planning meeting
 2. Providers should invite the anticipated site director if already hired; Principals should invite school staff who will be the main point of contact if other than principal
 3. The school team and provider team will discuss the critical components collaboratively, and come to mutual agreements for program planning and implementation. **Completed plans will be signed and dated.**
 4. OST Provider will complete the final collaboration plan template and email their OST Program Coach to notify PHMC that it has been completed
 5. As changes occur throughout implementation, the plan may be updated. All changes must be agreed upon by program and school team
- *Additional Information*
 - The School-Specific Collaboration Plan is subject to:
 - The MOU between the School District of Philadelphia and The City of Philadelphia.
 - District policies regarding the use of District facilities (policy 707).
 - The District requires that external providers utilize Facilitron, the District's facilities reservation system.
 - Complete the collaboration plan before creating a facilities request.
 - The District requires that all Vendor staff complete the District's clearances process and files all insurance requirements with the Office of Risk Management.

PHMC OST Program Coach	
OST Program Coach	Name:
Contact Information	Phone: Email:

SCHOOL INFORMATION			
Principal	Name:	Building Engineer Name	Name:
Principal Contact Number	Phone: Email:	Building Engineer Contact	Phone: Email:
School safety plan:	[add link to school safety plan here]		
Safety Binder Location:			
Program Storage Location:			

PROVIDER INFORMATION			
Organization Name and Program Name			
Organization Address		Organization Contact	
Program Director	Name:	Site DirectorName	Name:
Program Director Contact	Phone: Email:	Site Director Contact	Phone: Email:
Emergency Contact if Different from Above			
Upload Staff List			

PROGRAM INFORMATION

Program Description -Services offered at this location (See example SY Program Plan)	
Program Goals/Mission	
Structured Activities plan Sept.-December Provide program activity details, clubs, curriculum, projects, and culminating events (See example SY Program Plan .)	
Program Start Date	
Program End Date	
Scheduled Program Closure Dates (Providers can have planned closure days for PD, ETC. List known planned closure dates here)	
Before School Start and End Times	
After School Start and End Times	
Days of the Week	
Student Capacity	
Grade Range of Students	

SPACE ALLOCATIONS (add additional rows as needed)

Room #/ Name	Floor	Max Occup.	Verified for BS Use	Verified for AS Use	Grade/s	Add'l Notes
	Select:		Y/N	Y/N		
	Select:		Y/N	Y/N		
	Select:		Y/N	Y/N		
	Select:		Y/N	Y/N		
	Select:		Y/N	Y/N		
	Select:		Y/N	Y/N		
	Select:		Y/N	Y/N		
Common Spaces Needed <i>*include bathrooms for program use</i>						
Common Spaces NOT permitted for Use						

Daily Program Before Care EDEY Selected Sites Only	
Before School Procedures	Please describe the following procedures
Staff Arrival <i>*who will let the provider in in the morning?</i>	
Student Arrival	
Breakfast Plan <i>(important: will breakfast take place with the rest of the school, or as part of the program?)</i>	
Activity Schedule Link	
Transition to School Day	

Daily Program	
After School Procedures	Please describe the following procedures
Staff Arrival	
Student Arrival	
Snack Plan	
Activity Schedule Link	
Dismissal Procedures, including Student Sign Out process and late pick up procedure	
Safety and Monitoring Procedures	Please describe the following procedures
Hallway Monitoring	
Yard Monitoring	
Building Access/Guest Admission	
Building/Space Upkeep Procedures	Please describe what the building facilities team will be responsible for in support of clean, safe programs, and what the provider team will be responsible for
Building Team Responsibilities	<i>Example: Sweeping classrooms after use, clean/stock bathrooms after</i>

	<i>use, support with large spills as needed)</i>
Provider Team Responsibilities	<i>Example: Cleaning up activity materials and leaving classrooms as found nightly, wiping tables after meals, ensuring students pick up all trash off of floors</i>

Recruitment and Enrollment Plan

Together, the school team and the provider team will discuss/develop a plan to recruit, enroll, and retain students to be a part of the program. Critical considerations include:

Which families would be great candidates for the program?

- Please provide referrals

What is the waitlisting process once full enrollment has been reached?

What will outreach look like, and how can the school team support?

- How can the provider team leverage school events and schedules to promote (ie: back to school night, lunch events, dismissal tabling, virtual info sessions, student town halls)?
- How can the school team support promotion (staff referrals, Class Dojo or text blasts, robo calls, etc)?

School Team and Provider Communication Plan

Together, the school team and the provider team will discuss/develop a plan to share critical updates and information related to program support. Critical considerations include:

School Updates: How will the school team keep the provider up to date on critical school info that impacts programs (ie: building projects, events, student/family needs and concerns, safety concerns or serious incidents, etc). Detail WHO will share updates, HOW they will share them, and WHEN.
**please note, program closures must be discussed with PHMC prior to carrying out.*

Provider Updates: How will the provider team keep the school team up to date on critical program info that may impact the school day (ie: student/family needs and concerns, safety concerns or serious incidents, building issues, staffing challenges, etc). Detail WHO will share updates, HOW they will share them, and WHEN.
**please note, program closures must be discussed with PHMC prior to carrying out.*

Meeting Cadence: How often will the school team and the provider team come together to share information?

Meeting Frequency:

Meeting Day:

Meeting Time:

Participants:

Data and Reporting: What types of information and data will the team share when they come together for meetings (ie: program attendance and participation, successes, challenges, student support efforts)

Student Support Planning

How can the school team and provider work together to ensure students who exhibit challenges during programs are able to persevere and continue to successfully engage?

What is the provider's process for addressing challenging behaviors during programs? What can the school team recommend?

What is the provider's process for supporting student needs during programs? What can the school team recommend?

Exclusion from programs is an absolute last resort, and must not occur without collaborative decision-making, student support planning, and without approval from the principal and the Office of Student Life. What does the school team and provider team agree must occur before considering exclusion?

Additional Information

Are there procedures the schools uses throughout the day that they'd like to see the program continue (ie: PBIS systems, transitions, etc)

What other school-based activities/events will be taking place during program hours? Where will they take place in the building, and is there a master activity schedule that can be shared? Are there opportunities for the programs to collaborate?

SIGNATURES

Principal Name (type)

Principal Signature & Date	
Provider Name (type)	
Provider Signature & Date	

Collaboration Agreement January Review

To maintain an active and collaborative partnership throughout the year. A review and revision of the current collaboration plan will take place in January to assess progress, update goals, and ensure alignment.

Both the provider and school personnel are to review the current collaboration plan, identify if any changes need to be made, make those edits above, and sign below.

SIGNATURES for January Review	
Principal Name (type)	
Principal Signature & Date	
Provider Name (type)	
Provider Signature & Date	

Appendix N
City of Philadelphia Tax and Regulatory
Status and Clearance Statement for Applicants

CITY OF PHILADELPHIA
 TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT
 FOR APPLICANTS

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant’s proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant’s proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state “none”) *	
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state “none”) *	

- I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in the Philadelphia Code.
- I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City’s tax and other regulatory requirements.

Authorized Signature: _____

Date: _____

Print Name: _____

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License online after you have registered your business on the City’s Business Services website located at <https://www.phila.gov/services/payments-assistance-taxes/get-a-tax-account/>

Appendix O
City of Philadelphia General Provisions



THE CITY OF PHILADELPHIA

PROFESSIONAL SERVICES CONTRACT

GENERAL PROVISIONS

FOR

DEPARTMENT OF HUMAN SERVICES CONTRACTS

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GENERAL PROVISIONS

ARTICLE I: DEFINITIONS

- 1.1 **ADA** has the meaning set forth in Section 15.5 (Americans with Disabilities Act) below.
- 1.2 **Additional Services and Materials** has the meaning set forth in Section 3.3 (Additional Services and Materials; Change in Scope of Services) below.
- 1.3 **Additional Term** has the meaning set forth in Section 2.2 (Additional Terms) below.
- 1.4 **Aftercare** means services designed to support the reunification, stability or attainment of another permanency goal for children and youth. Aftercare services are meant to be creative in their design and implementation and are provided post placement for up to one year or after In-Home Services for 6 months. Aftercare plans must focus on preventing children and youth from re-entering the formal child welfare system and include funds necessary for concrete goods, services, and other costs over the course of the year. Aftercare will be required for all levels of placement within the Improving Outcomes for Children Framework.
- 1.5 **Agency** has the meaning set forth in Section 7.8 (Audits Pursuant to Section 6-400 of the Home Rule Charter) below.
- 1.6 **Aggregate Actual Cost** means the sum of all Total Actual Costs incurred by Provider in provision of the Services.
- 1.7 **Amendment** means (a) a written modification or change to any Contract Document signed by both Parties and, as to the City, approved by the Law Department; and (b) a Modification Notice (see Section 6.9 (Maximum Daily Rate, Days of Care or Units of Service (or combination thereof)) below).
- 1.8 **Applicable Law** means all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth and the United States of America. Applicable Law includes, without limitation, the Charter, the Code, all public health guidance issued or promulgated by the City, the Pennsylvania Code and the specific laws set forth in Article XV (Additional Representations and Covenants of Provider Relating to Certain Applicable Laws) below, each as amended from time to time.
- 1.9 **Applicant** means a Person who has filed an application to be awarded a Non-Competitively Bid Contract.

- 1.10 **Appropriated Fiscal Year** has the meaning set forth in Section 6.4 (Crossing Fiscal Years) below.
- 1.11 **CBES** means Community Based Emergency Shelter, an emergency placement facility for delinquent or alleged delinquent children and youth.
- 1.12 **Certification of Restrictions on Lobbying** if required in the Contract Documents, means a certificate concerning lobbying referenced in or made part of to the Contract Documents.
- 1.13 **Charter** means the Philadelphia Home Rule Charter.
- 1.14 **City** means the City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth, and includes its various executive and administrative departments, agencies, boards and commissions, including the Department and City Council. The City is a City of the First Class under the laws of the Commonwealth.
- 1.15 **City Agency** has the meaning set forth in Subsection 17-1401(5) of the Code.
- 1.16 **City Council** means the Council of the City of Philadelphia, as described in Article II of the Charter. City Council is the legislature of the City.
- 1.17 **City Data** means any and all records, documents, and data furnished by the City to Provider in relation to the work required under the Contract; and all deliverables, work product(s), items of work and other Materials created by Provider as part of, or to perform work required under, the Contract. “City Data” does not, however, include any information that was known to Provider, prior to the commencement of its performance of the Contract, free of any obligation to keep it confidential; is proprietary to Provider; was generally known to the public at the time of receipt by Provider, or becomes generally known to the public through no act or omission of Provider; or was independently developed by Provider, unrelated to work performed for the City, and without knowledge or use of any information obtained from the City.
- 1.18 **City-Related Agency** has the meaning set forth in Subsection 17-1401(9) of the Code.
- 1.19 **Code** means The Philadelphia Code of Ordinances.
- 1.20 **Commissioner** means the Commissioner of the Department of Human Services of the City.
- 1.21 **Commonwealth** means the Commonwealth of Pennsylvania.
- 1.22 **Community Behavioral Health** or “CBH” means a Pennsylvania nonprofit corporation incorporated for the purpose of helping to ensure that Philadelphians with mental health and substance abuse needs receive the most appropriate and effective treatment in the least restrictive and most cost-effective setting.
- 1.23 **Community Umbrella Agency** or “CUA” means an agency located in a defined geographic area that provides a continuum of services to children and youth at risk of abuse, neglect, or delinquency.

- 1.24 **Consultant** has the meaning set forth in Section 17-1401 of the Code.
- 1.25 **Contract** means the agreement of the Parties evidenced by the Contract Documents. References to this “Contract” shall mean this Contract as the same may be in effect at the time such reference becomes operative.
- 1.26 **Contract Cost Principles** means the “City of Philadelphia Contract Cost Principles and Guidelines,” as amended from time to time. This document specifies the Department’s guidelines for the qualitative and quantitative evaluation of contract services and materials, the determination of allowable costs, and the standards to determine the allowability of individual cost items. Copies are available from the Department upon request.
- 1.27 **Contract Documents** means these General Provisions, the Provider Agreement, the Limited License Agreement for the Cross Agency Response for Effective Services (CARES) (where applicable), and any and all other documents or exhibits incorporated by reference in either the General Provisions or the Provider Agreement, and any and all Amendments to any of these documents.
- 1.28 **Contributions** has the meaning set forth in the Pennsylvania Election Code (25 P.S. § 3241).
- 1.29 **CRU** means Central Referral Unit.
- 1.30 **CWO** means Child Welfare Operations of the Department. CWO was formerly known as the Children and Youth Division (“CYD”).
- 1.31 **CYD Policy Manual** (formerly the Operations Manual) means the document and its revisions which contains all of the policies of the Department’s Child Welfare Operations.
- 1.32 **Department** or “DHS” means the Department of Human Services of the City.
- 1.33 **Departmental and Administrative Policy Directives** means those protocols, memos, guidelines and policy or procedural directives regarding programs and operations of the various divisions of the Department that are issued to Providers by the Commissioner or Commissioner’s designee, which may include, but is not limited to, Deputy Commissioners, Policy and Planning, and Provider Relations and Evaluations of Programs (PREP).
- 1.34 **Discharge Plan** means the document submitted by Provider to the Department upon discharge of a child or youth from Provider’s agency. The Discharge Plan outlines the Services Provider has provided to the child/youth and the child/youth’s family, the effectiveness of those Services, and any additional services recommended by Provider.
- 1.35 **Discharge Summary** means a description of the Services provided to a child/youth and the child/youth’s family by Provider and a statement of the reasons for the child/youth’s discharge.
- 1.36 **EPSDT** means Early and Periodic Screening, Diagnosis and Treatment, a Pennsylvania Medical Assistance program initiative providing medical services to children and youth aged 0-21 years.

- 1.37 **Event of Default** means an event defined and identified in or pursuant to Section 12.1 (Events of Default) below.
- 1.38 **Event of Insolvency** means (a) the filing of a voluntary petition by Provider under the Federal Bankruptcy Code or any similar state or federal law; (b) the filing of an involuntary petition against Provider under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; (c) Provider’s making of an assignment for the benefit of creditors; (d) the appointment of a receiver for Provider or for the property or assets of Provider, if such appointment is not vacated within forty-five (45) days thereafter; (e) Provider’s participation as a bankrupt, insolvent, or party in liquidation in any other proceeding under any bankruptcy or insolvency law or liquidation law, voluntary or otherwise; (f) Provider’s inability to pay its obligations as they mature; or (g) Provider’s insolvency as otherwise defined under any Applicable Law.
- 1.39 **Family Court** means that judicial division of the Court of Common Pleas for Philadelphia County with original jurisdiction over all matters pertaining to dependent and delinquent children and youth.
- 1.40 **Financial Assistance** has the meaning set forth in Section 17-1401(16) of the Code.
- 1.41 **Fiscal Year** means the fiscal year of the City, which starts on July 1 of the preceding calendar year and expires on the following June 30.
- 1.42 **Form Authorizations** means the “CRU Fax Cover Transmittal Sheet for Referral and Service Authorization” and “DHS After-Hours Fax Cover Transmittal Sheet for Referral and Service Authorization.” The authorization forms will provide Provider with the required documentation of proof or authorization to provide services to a child prior to accepting the child for service. Once the fax sheet has been received, Provider cannot make further requests for this form or for a Form 85-29 printout.
- 1.43 **FSP** means the Family Service Plan, the document prepared by the Department which outlines those Services required for the family of the child or children committed to, or under the supervision of, the Department.
- 1.44 **Functional Expenditure Report** means a report required by the Subrecipient Audit Guide detailing spending across budget categories.
- 1.45 **General Provisions** means this document, entitled “The City of Philadelphia Professional Services Contract General Provisions for Department of Human Services Contracts,” which contains the standard provisions required by the City in its professional services contracts for the Department of Human Services, and all exhibits or documents identified or incorporated in these General Provisions, as it or they may be amended from time to time.
- 1.46 **HealthChoices** means the program operating under a waiver from the Centers for Medicare and Medicaid Services (formerly Health Care Financing Administration) pursuant to Section 1915(b) of the Social Security Act, 42 U.S.C. 1396(n), to provide mandatory managed health care to Medical Assistance recipients in Bucks, Chester, Delaware, Montgomery and Philadelphia Counties.

- 1.47 **Improving Outcomes for Children** or “IOC” means the City’s multi-year reform plan to create a single case management system with distinct and well-defined roles for both DHS and Provider agencies.
- 1.48 **Independent Audit Report** means a report prepared by a Certified Public Accountant who, pursuant to the American Institute of Certified Public Accountants (AICPA) Professional Standards, is not (a) a member of the board of directors of Provider; (b) an officer or employee of Provider; or (c) a partner, director, officer or employee of a partnership, corporation or association who is a member of the board of directors of Provider, or a director, officer or employee of Provider.
- 1.49 **Initial Term** has the meaning set forth in Section 2.1 (Initial Term) below.
- 1.50 **Intent to Adopt** means that report which is required by the Adoption Act (23 Pa. C.S. § 2531), to be filed with the Court of Common Pleas by the person or persons intending to adopt a child or youth, confirming said person or persons’ intent to adopt.
- 1.51 **Interpretation; Number; Gender**. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Contract as a whole, including all of the Contract Documents, and not to any particular article, section, subsection or clause contained in the Contract Documents. Unless the context requires otherwise, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.
- 1.52 **ISP** means the Individual Service Plan, that document prepared by Provider in accordance with the FSP, which identifies the specific Services Provider will render to the child and the child’s family.
- 1.53 **JJS** means the Juvenile Justice Services Division of the Department.
- 1.54 **JPO** means the Juvenile Probation Officer.
- 1.55 **Materials** means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics, and other data, computer tapes, computer software, and other tangible work product or materials prepared developed or obtained by Provider in connection with the Services, directly or through a Subcontractor, and supplied to the City or at the City’s direction pursuant to this Contract.
- 1.56 **Medical Assistance** or “MA” means that program authorized under Article IV(f) of the Public Welfare Code, which is administered in accordance with Title XIX of the Social Security Act (42 U.S.C. §1396), and the regulations from time to time promulgated thereunder, to provide for specific medically necessary medical services and items furnished to eligible recipients by approved providers enrolled in the program.

- 1.57 **Mental Health Procedures Act** means the law, codified at 50 P.S. §§7101-7503, as it may be amended from time to time, which governs the procedures for voluntary and involuntary mental health treatment in the Commonwealth.
- 1.58 **Modification Notice** means the written notice from the City to Provider that informs Provider of the City’s intent to modify the maximum daily rate, number of days of care or units of Services under this Contract. The Modification Notice operates as an Amendment to this Contract.
- 1.59 **Non-Competitively Bid Contract** has the meaning set forth in Section 17-1401 of the Code.
- 1.60 **Out-of-Home Placement** means those Services that involve placement of a child outside of the child’s home, including, without limitation, placement in a foster care home, a group home, a residential treatment facility, or any similar placement setting.
- 1.61 **PA DHS** means the Commonwealth Department of Human Services.
- 1.62 **Party** means either the City or Provider; “Parties” means the City and Provider.
- 1.63 **Performance Based Contract** or “PBC” means a contract model that incentivizes performance and ties Provider’s payment and contract renewal to performance outcomes.
- 1.64 **Person** means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.
- 1.65 **Placement Amendment** means that document which is a part of the FSP and which identifies those Services that are required for a child who is placed outside of his or her home.
- 1.66 **Policy Transmittals and Guides** means those notifications to Providers of changes in Departmental protocols, memos, guidelines, policies or procedures of the Child Welfare Operations Division that are issued on an interim or emergency basis and which are incorporated into the CYD Policy Manual.
- 1.67 **Professional Services Contract** has the meaning set forth in Section 17-1401(15) of the Code, as it may be amended from time to time.
- 1.68 **Provider** means the Party providing Services and Materials to or at the direction of the City under the Contract.
- 1.69 **Provider Agreement** means the instrument by that name, part of the Contract Documents, which sets forth the terms, covenants and conditions specific to Provider’s initial engagement.
- 1.70 **Provisional** means conditional, pending confirmation or validation.
- 1.71 **Referring Agency** means the Department.
- 1.72 **Responsible Official** means the director, commissioner or other head of the Department.

- 1.73 **Scope of Services** means the portion(s) of the Contract Documents, typically attached as an exhibit or as exhibits, setting forth the Services to be rendered and Materials to be provided under this Contract, the time frames within which the Services are to be rendered and the Materials are to be provided, and other requirements Provider must satisfy in rendering the Services and providing the Materials.
- 1.74 **Services** means the work to be performed under this Contract as specified in the Contract Documents.
- 1.75 **Shared Case Responsibility** means children and youth who are arrested as juveniles who themselves or their families have child protection, child welfare or dependency issues as well. The youth or family can be:
- (a) Active with DHS for child protection or child welfare services at the time of the arrest;
 - (b) Reported to the DHS Hotline by the JPOs when they suspect from their initial assessment that there are child protection, child welfare or child dependency issues with the youth or family and the report is accepted for investigation; and/or
 - (c) Reported to the DHS Hotline by the JPOs at any time during their involvement with the youth when they suspect that there are child protection, child welfare or dependency issues with the youth or family and the report is accepted for investigation.

All children and youth for whom there is shared case responsibility require joint assessment and planning among JPOs, DHS Investigation Workers, when applicable, and CUA case managers along with other interested parties. Using their specific assessment tools, these parties identify family strengths and challenges, safety threats, educational, medical and behavioral health needs, community safety issues, etc. This is directed towards developing an appropriate plan, securing needed services, identifying resources, articulating outcomes to be achieved and making recommendations to the Court. Planning for youth and families involved with both systems must be done in a consistent, collaborative and thoughtful manner.

- 1.76 **Single Case Plan** means a coordinated plan that is developed in collaboration with the family and involves parents, children, youth, relatives, other kin, providers and all stakeholders. It is thorough, comprehensive and avoids overlapping or conflicting assessments, time limits and requirements. As a Single Case Plan assists with avoiding conflicting goals, objectives and timelines, it is more likely that the family will achieve positive outcomes.

This plan is developed, modified or revised during the Family Team Conference process. It is to be strength-based and focused on the children, youth and family. It must also incorporate the recommendations of treatment providers when applicable.

The Single Case Plan must address all of the elements and timelines required by all applicable laws, policies, regulations, bulletins and special transmittals. It is intended to encompass the following as applicable:

- (a) Family Service Plan;
- (b) Child Permanency Plan;
- (c) Placement Planning;
- (d) Concurrent Planning;
- (e) Visitation Plans;
- (f) Transition Planning for Older Youth;
- (g) Individual Service Plan;
- (h) Discharge Planning;
- (i) After-Care Plans;
- (j) Fostering Connections to Success and Increasing Adoptions Act of 2008;
- (k) Shared Case Responsibility;
- (l) Restrictive Procedure Plan.

- 1.77 **Subcontract** means a contract made between Provider and a Subcontractor providing for the completion of some part or parts of the Services or Materials by a Subcontractor.
- 1.78 **Subcontractor** means a Person performing under a contract with Provider some part of the Services or Materials.
- 1.79 **Subrecipient Audit Guide** means the document entitled “City of Philadelphia Subrecipient Audit Guide,” which specifies the City’s audit requirements, as amended from time to time (copies are available in the Office of the Director of Finance of the City).
- 1.80 **Suspension Notice** means notice of full or partial suspension of the Contract served by the City on Provider pursuant to Section 14.2 (Termination or Suspension for Any Reason) below.
- 1.81 **Suspension Period** has the meaning set forth in Section 14.5 (Special Suspension Rules) below.
- 1.82 **SWAN** means the Statewide Adoption Network, a statewide adoption system which is administered by the Pennsylvania Council of Children’s Services under contract with PA DHS.
- 1.83 **Term** means the Initial Term and any Additional Term.
- 1.84 **Termination Notice** means notice of full or partial termination of the Contract served by the City on Provider pursuant to Section 14.2 (Termination or Suspension for Any Reason) below.

- 1.85 **Total Actual Cost** means the sum of all allowable expenses incurred by Provider in the provision of a particular Service under the Contract.
- 1.86 **Transition** means the planned progression and transfer of Services and Materials from Provider’s Contract to either another provider or another contract with the same Provider.
- 1.87 **Transition Notice** means a written notice from the City to Provider evidencing the City’s intent to transition the Services and Materials to be provided under this Contract to another provider or another contract with the same Provider.
- 1.88 **Vacancy** means the existence of an available bed in a placement program, or an available service unit or slot in a non-placement program.

ARTICLE II: TERM

- 2.1 **Initial Term.** The initial term (“Initial Term”) of this Contract is set forth in the Provider Agreement. The Initial Term cannot exceed one (1) year without authorization by ordinance of City Council.
- 2.2 **Additional Terms.**
- (a) The City may, at its sole option, amend this Contract to add one (1) or more terms (each an “Additional Term”), such that the Initial Term and all Additional Terms combined do not exceed five (5) years, unless otherwise expressly set forth in the Provider Agreement. No Additional Term can exceed one (1) year without authorization by ordinance of City Council. The City is expected to give Provider thirty (30) days’ written notice of its intent to amend this Contract to add an Additional Term prior to each Additional Term.
 - (b) In addition, the City may amend the Contract to add one or more Additional Terms to maintain necessary Services and Materials for the City pending the procurement process for a new contract for additional services and materials or solely to complete existing work.
 - (c) There shall be no liability or penalty to the City for electing not to amend the Term of this Contract to add one or more Additional Terms.
 - (d) At the City’s request, Provider shall promptly execute a Contract Document providing for an Additional Term. Unless otherwise stated in the Provider Agreement or in any Amendment, the same terms and conditions applicable in the Contract Documents prior to the Amendment shall apply in each Additional Term.
 - (e) Each Additional Term shall be subject to the availability of funds appropriated by City Council for such Additional Term. Each Amendment for an Additional Term of this Contract is a separate contract between the City and Provider.

ARTICLE III: PROVIDER'S DUTIES AND COVENANTS

- 3.1 **Performance Requirements.** Provider shall provide all Services and Materials in accordance with this Contract and applicable professional standards. All payments to Provider are contingent upon satisfactory performance of the terms and conditions set forth in this Contract, as determined in the sole discretion of the Commissioner.
- 3.2 **Compliance with Applicable Law.** Provider shall comply with the requirements of all Applicable Law with respect to Provider's activities, Services, Materials and facilities used in connection with any aspect of this Contract. Provider shall inform the Commissioner, in writing, of any notices of violations of any Applicable Law within forty-eight (48) hours of Provider's receipt thereof, and shall correct any violations within the time prescribed by law, or immediately in the case of any emergency. In the case of out-of-state placements, the regulations of the licensing state and municipality, if any, shall apply except when such regulations are in conflict with PA DHS or City policies governing the maintenance and care of children and youth in its custody, in which case the more stringent standard shall apply.
- (a) **Title IV-E of the Social Security Act ("Title IV-E") and Adoption and Safe Families Act ("ASFA") and Applicable Law Compliance.** In compliance with the requirements of Title IV-E, ASFA, and corresponding Commonwealth law, Provider agrees to do the following:
- (1) Assure and document the safety of each child and youth for every face to face contact.
 - (2) If unsafe conditions exist, notify the Department immediately and document the steps taken to remedy the unsafe conditions.
 - (3) Provide timely outreach and services to families in accordance with the Single Case Plan.
 - (4) Utilize a concurrent planning process while other possible permanent alternatives, including a primary goal of reunification, are being explored.
 - (5) Document reasonable efforts exercised by Provider to accomplish the Single Case Plan goals and objectives.
 - (6) Document and notify the Department when the parent(s) fail(s) to maintain substantial and continuing contact with their child or children.
 - (7) Document and notify the Department when there exist, or Provider believes there exist, compelling reasons not to file a petition to

terminate parental rights of a child or youth who has been in placement fifteen (15) of the previous twenty-two (22) months.

- (8) Document and notify the Department when there exist, or Provider believes there exist, aggravated circumstances (as defined by the Juvenile Act, 42 Pa.C.S.A. 6301 et seq.).

- (b) **Compliance with Title VI of the Civil Rights Act of 1964.** The Department, as a recipient of federal funding from the federal Department of Health and Human Services, is bound by Title VI of the Civil Rights Act of 1964 and its implementing regulations to take reasonable steps to provide meaningful access to its programs and activities by its language minority populations. In keeping with this mandate, the Mayor of Philadelphia has issued an Executive Order titled “Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency” dated September 29, 2001, requiring that reasonable steps be taken to ensure that all citizens of the City have access to programs and activities without regard to English proficiency.

Provider agrees to cooperate fully with the Department in its efforts to achieve full compliance with this mandate. Provider will assess the level of services provided to clients with limited English proficiency, report those findings to the Department within the timeframe and in the format requested, and take any additional actions that may be requested by the Department from time to time to ensure compliance with Title VI of the Civil Rights Act of 1964.

- (c) **Compliance with the Prison Rape Elimination Act of 2003 (PREA) PL 108-79, 42 U.S.C. Chapter 147 §§ 15601-15609.** Provider agrees that if it is providing services to delinquent children, children held pursuant to a delinquent petition, or services relating to the confinement of children in any way, then Provider shall be obligated to comply with the Prison Rape Elimination Act of 2003 and all related standards, as they may be amended from time to time.
- (d) **Fostering Connections to Success and Increasing Adoption Act of 2008.** Provider shall collect and provide appropriate documentation at a minimum of every six (6) months that all youth turning eighteen (18) years old are notified of the right to remain in care or re-enter care until twenty-one (21) years old if they continue to meet the definition of “child” under the Juvenile Act and the court grants their request.
- (e) **Activities and Experiences for Children in Out-of-Home Placements Act of 2015.** Provider shall comply will all requirements of the Activities and Experiences for Children in Out-of-Home Placements Act of 2015, including, without limitation, the reasonable and prudent parent standard

established by the Act and all policies and regulations established by PA DHS related to the Act.

- (1) If Provider operates an Out-of-Home Placement setting other than a resource family home, such as: a group home, shelter, residential treatment facility (“RTF”), institutional care facility or other similar placement setting, then Provider shall designate an individual to provide decision-making authority under the reasonable and prudent parent standard for children residing in Provider’s care in accordance with staffing and supervision requirements applicable to the placement setting. The individual designated shall consult with all appropriate DHS, CUA and Provider caseworkers or staff members who are most familiar with the child in applying and using the standard.
- (2) If Provider operates resource family homes, such as: foster homes, kinship homes or other similar placement settings, then Provider shall provide training and monitoring of the resource families regarding the application and use of the reasonable and prudent parent standard.
- (3) Consistent with Section 3.5 (Subcontracts) below, Provider shall require these same provisions in each of its Subcontracts for Out-of-Home Placement services, with appropriate substitution of party identities.

3.3 **Additional Services and Materials; Change in Scope of Services.** Except as set forth in Section 6.8 (Monitoring of Fund Utilization) below, at any time during the Term of this Contract, the City may, by written change order or request delivered by notice to Provider, make changes to the Scope of Services under this Contract, and the Parties will, if appropriate, negotiate an adjustment in compensation, subject to the availability of funds appropriated by City Council, if necessary. Provider shall not commence to perform or provide, and the City shall not pay for, any services or materials not included in this Contract (the “Additional Services and Materials”) unless and until Provider receives written pre-authorization (by change order or other request) from the Commissioner that specifies the Additional Services and Materials to be provided. In no event shall the rates charged by Provider for said Additional Services and Materials exceed the lowest of (a) Provider’s then current standard rates for such Services or Materials; (b) such rates as the City and Provider may have negotiated for this Contract, as set forth in the Contract Documents; or (c) the lowest rate or rates that Provider may then be charging to other purchasers of like services and materials. If Provider requests changes to the Scope of Services, Provider must demonstrate to the satisfaction of the City, in its sole discretion, that the changes are necessary and not due to the acts or omissions of Provider. The City shall not pay Provider additional compensation above the limit set forth in the Provider Agreement unless a written Amendment to

this Contract increasing the applicable limit is duly executed by the Parties. The City shall have no responsibility or liability whatsoever for any fee, or for costs incurred by Provider for any services, materials or other costs or expenses, other than the Services and Materials and any duly approved Additional Services and Materials.

3.4 **Responsibility.**

- (a) Notwithstanding the acceptance and approval by the City of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this Contract. Provider shall, upon written request by the Responsible Official, publicly confirm whether the Materials and Services met all applicable standards, including those under Section 3.1 (Performance Requirements) and this Section, and publicly present the Materials and Services to the satisfaction of the City. Provider shall, without additional compensation, promptly and diligently correct any errors, defects, deficiencies or omissions in Provider's Materials and Services. The requirements of this Section shall survive the termination or expiration of the Contract.

(1) Plan of Correction. This section applies to Providers who have been or who may be requested to submit a Plan of Correction ("POC") to DHS regarding performance concerns. Provider acknowledges that DHS, by requesting a POC, does not resolve or waive the issues raised by DHS under any other notices and other communications and that under the Contract (and as it may be amended from time to time) Provider remains under the duty to explain and rectify any matters that have been or may be raised by DHS or its designee.

Provider agrees that the final accepted POC (and if applicable, any DHS addendum to a POC) is incorporated by reference into the Contract. By signing this Contract, Provider agrees to be bound by the additional terms and conditions of any POC submitted by Provider and any addendum submitted by DHS. Failure to submit or comply with the terms of the POC shall constitute an Event of Default as prescribed in Sections 12.1(a) and (c) below, permitting DHS to exercise the remedies available in Section 13.1 (The City's Remedies), including, but not limited to, termination of the Contract.

By entering into a contract with Provider while requesting a POC, DHS reserves and does not waive its rights to enact Section 3.1 (Performance Requirements), to rely on Section 3.4(b) (Responsibility) and/or to invoke Article XIV (Transition, Termination and Suspension) of the General Provisions for any of the reasons provided nor does it waive any remedies available under Article XIII (Remedies).

- (b) Furthermore, by entering into a contract with DHS and/or continuing performance under this Contract while submitting a POC, Provider maintains its obligation to comply with all of the provisions of Article III (Provider's Duties and Covenants) of the General Provisions. The City's review, approval or acceptance of, or payment for, any of the Materials and Services required under this Contract shall not constitute any representation, warranty or guaranty by the City as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the City's rights or privileges under this Contract or of any cause of action arising out of the performance of this Contract. No Person shall have any right to rely in any way on the City's review, approval or acceptance of Provider's Services or Materials. Provider shall be and remain liable in accordance with this Contract and Applicable Law for all damages to the City caused by Provider or the Services or Materials provided by Provider. Review, approval or acceptance by the City or the Commissioner under this Contract shall not constitute approval otherwise required by any City department, board, commission, or other regulatory agency in the exercise of such department's, board's, commission's or agency's independent regulatory authority or police powers under Applicable Law.
- (c) Without limiting Provider's responsibility as set forth above, if any act or omission of Provider or error or deficiency or omission in the Services or Materials provided by Provider requires any change in the Scope of Services or any portion thereof, Provider shall promptly complete such change at no additional cost to the City.

3.5 **Subcontracts.**

- (a) Provider shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, in whole or in part, without on each occasion first obtaining the written consent of the Commissioner or Commissioner's designee.
- (b) Provider shall submit a completed Subcontractor approval request form for each proposed Subcontractor in order to obtain the necessary aforementioned written consent of the Commissioner. New approval requests are to be completed for each contract term as approval is only valid for a maximum of one year.
- (c) Provider shall submit copies of all proposed Subcontract(s) to be entered into by Provider, along with Provider's written request for the City's consent. All such Subcontracts must specify, effective on the date of the Subcontract, that:
 - (1) Work performed by Subcontractor shall be in conformity with the terms of this Contract.
 - (2) Nothing contained in such Subcontract shall be construed to impair the rights of the City under this Contract.

- (3) The City's consent to or approval of any Subcontract shall not create any obligation of the City to any Subcontractor.
- (4) Nothing contained in such Subcontract, or under this Contract, shall create any obligation of the City to any Subcontractor.
- (5) The City is expressly designated a third-party beneficiary of the Subcontract.
- (6) Upon request by the City, at the City's sole option, and upon receipt of written notice from the City stating that this Contract between the City and Provider has been terminated, Subcontractor shall continue to perform its obligations under the Subcontract for the benefit of the City in conformity with the terms and conditions of this Contract, provided the City pays Subcontractor for the Services rendered and Materials provided by Subcontractor from and after the date of the termination of this Contract between the City and Provider at the same rate or in the same amount as set forth in the Subcontract for those Services and Materials provided by Subcontractor after such date of termination.
- (7) Subcontractor, at any tier, shall be bound by the same terms, covenants and conditions as Provider under this Contract, including, without limitation: Confidentiality, Availability and Retention of Records, Inspection, all audit requirements, Independent Audits, Compliance Audit Reports, audits and inspection by government representatives, Placement and Referral Process requirements, Insurance, Indemnification and Litigation Cooperation requirements. Any item required to be submitted to the City under this section shall be submitted to the City directly, with a copy to Provider, unless otherwise directed by the Commissioner or Commissioner's designee in writing. Regarding insurance, the Subcontractor shall be bound by the same minimum insurance requirements as Provider listed in Article X (Insurance), with the exception of the Umbrella Liability Insurance, which shall not be required.
- (8) Under each Subcontract, Subcontractor shall be subject to quality assurance, fiscal and performance reviews which include site evaluations and inspection of records, that will be directed at compliance of state and federal law and regulations, including, but not limited to, Title IV-E of the Social Security Act, Temporary Assistance for Needy Families ("TANF"), the Public Welfare Code (including Act 148), the Child Protective Services Law and compliance of the requirements under this Contract.
- (9) Subcontractor presently, fully and unconditionally assigns, transfers and sets over to the City all of Subcontractor's right to and title and interest in any sales and/or use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with

the Subcontract or this Contract, and otherwise has all obligations to the City that Provider has pursuant to Section 3.10 (Sales and Use Tax) below.

- (10) Subcontractor shall not be indebted to the City, and shall have all obligations to the City that Provider has pursuant to Subsection 4.1(f) (No Indebtedness to the City) and Subsection 4.1(g) (Commercial Activity License) below.
 - (11) Subcontractor shall comply with Chapter 17-400 (Payment or Reimbursement of Employee Expenses Associated with the Use of Exclusionary Private Organizations) of the Code, and shall have all obligations to the City and to Provider that Provider has pursuant to Section 15.2 (Chapter 17-400 of The Philadelphia Code: Exclusionary Private Organizations) below.
 - (12) Subcontractor shall comply with Section 17-104 (Prerequisites to the Execution of City Contracts) of the Code, and shall have all obligations to the City that Provider has pursuant to Sections 15.6 (Northern Ireland) and 15.8 (Business, Corporate and Slavery Era Insurance Disclosure) below.
 - (13) Subcontractor is not and shall not become suspended or debarred by the Commonwealth, any other state or the federal government throughout the term of the Subcontract.
 - (14) Subcontractor shall comply with Chapter 17-1300 (Philadelphia 21st Century Minimum Wage and Benefits Standard) of the Code to the extent it is applicable to a Subcontractor that is also a Service Contractor (as defined in Chapter 17-1300) providing Services under the Subcontract and to subcontractors at any tier that are also Service Contractors providing Services under this Contract. Provider shall (a) notify its Subcontractors of these provisions; (b) expressly incorporate this paragraph and Section 15.10 (Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard) below, with appropriate adjustments for the identity of the parties, in each Subcontract; and (c) require its Subcontractors to include such terms in any lower-tier Subcontract that is, or may become, covered by Chapter 17-1300.
 - (15) Subcontractor is and shall remain eligible for contracts with the City subject to Chapter 17-1400 (Non-Competitively Bid Contracts; Financial Assistance) of the Code, and shall have all obligations to Provider that Provider has to the City pursuant to Section 15.11 (Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures) below.
- (d) No Subcontract shall relieve Provider of any obligation under this Contract. Provider shall be as fully responsible for the acts and omissions of its Subcontractors and Persons either directly or indirectly employed or

retained by them as it is for the acts and omissions of Provider and Persons directly or indirectly employed or retained by Provider.

- (e) Any purported Subcontract made in violation of this Section 3.5 or of any other section in this Contract shall be null and voidable, at the City's option, and Provider shall itself be deemed to have made the commitments required of that Subcontractor under Section 3.5(c) hereof.
- (f) City-Related Agencies. If Provider is a City-Related Agency as defined in Section 17-1401 of the Code, then:
 - (1) Provider shall abide by the provisions of Chapter 17-1400 (Non-Competitively Bid Contracts; Financial Assistance) of the Code in awarding any Subcontract(s) pursuant to this Contract as though such Subcontracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Section 17-1406(8) shall apply to Provider as if Provider were listed in that subsection.
 - (2) Unless approved by the City to the contrary, any approvals required by Chapter 17-1400 of the Code to be performed by the City Solicitor shall be performed by Provider's General Counsel; any approvals required to be performed by the Director of Finance shall be performed by Provider's Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed by Provider's Executive Director.
- (g) Provider shall submit to the Commissioner or Commissioner's designee final copies of all executed Subcontracts entered into by Provider.

3.6 Conflict of Interest; Related Party Transactions.

- (a) Provider shall adhere to Department policy and to 55 Pa. Code §3680.63, as it may be amended from time to time, regarding conflicts of interest and related party transactions. Without limitation of the foregoing, related party transactions shall also include any transactions involving any direct or indirect financial interest of Provider's board members, executive personnel, or their immediate families.
- (b) Provider shall furnish the Department with copies of all documents submitted to PA DHS for the purpose of securing a prior written determination pursuant to §3680.63, including a copy of the written determination.
- (c) Provider shall disclose all related party transactions in its annual fiscal report to the City.
- (d) Upon request, Provider shall provide additional information in regard to fair market value and/or competitive cost.

3.7 Relationship with the City or Family Court.

- (a) Neither Provider's personnel nor any Subcontractor personnel shall be employees of the City, employees of the Family Court or any other

governmental officer or employee whose salary is paid out of the City Treasury. Provider shall notify the City of any Provider personnel or any Subcontractor personnel who have any employment or other contractual relationship or agency relationship with the City or with the Family Court.

- (b) Pursuant to Section 20-607(c) of the Code, as it may be amended from time to time, neither Provider's personnel nor any Subcontractor personnel, nor any parent, spouse, life partner, child, brother, sister or like relative-in-law, nor any person, firm, partnership, corporation, business association, trustee or straw party owned or operated by any of them, shall be financially interested in any award, contract, lease, case, claim, decision, decree or judgment made by any such personnel while in the service of the City until at least two (2) years after the expiration of such person's service or employment with the City.
- (c) Provider must maintain documentation in its personnel files that provides verification that it has informed all of its personnel and Subcontractors of their obligation to report to Provider whether they are currently or subsequently become employed by the City or Family Court in accordance with this Section 3.7.

- 3.8 **Time Frame for Submissions.** Provider shall perform any and all Services and shall submit any and all Materials required by this Contract within the time frames set forth in the Scope of Services attached as an exhibit to the Provider Agreement or any Amendment or as mutually agreed upon in writing by the City and Provider. Absent any such written time frames, Provider shall perform its obligations under this Contract diligently and promptly and before the scheduled expiration of the Term.
- 3.9 **Prompt Payment by Provider.** Provider shall pay promptly all Persons which have furnished labor or supplies in connection with the Services, the Materials or this Contract, including, without limitation, Subcontractors and suppliers. Provider shall provide, upon request of the City, reasonable evidence that these Persons have been fully and timely paid.
- 3.10 **Sales and Use Tax.** The City is not subject to federal, state or local sales or use taxes or federal excise tax. Provider hereby assigns to the City all of its right to and title and interest in any sales or use tax that may be refunded as a result of any materials purchased, including any Materials, or any services rendered, including any Services, in connection with this Contract. Unless directed otherwise by the City, Provider shall not file a claim for any sales or use tax refund subject to this assignment. Provider authorizes the City, in its own name or in the name of Provider, to file a claim for a refund of any sales or use tax subject to this assignment.
- 3.11 **Adherence to Departmental Policy.** Provider shall be bound by all current Departmental and Administrative Policy Directives, Policy Transmittals and Guides, the CYD Policy Manual, applicable Performance and Service Standards, applicable Practice Guidelines, and any applicable PA DHS and/or Office of Children, Youth and Families transmittals and bulletins, as these documents may

be amended from time to time. The Department may provide access to these documents on the Provider Extranet website (<https://dhsconnect.phila.gov/PFDS/>) or by making copies of these documents available to Provider upon request.

3.12 **Adoption License.**

- (a) If Provider's Services include foster family care, Provider agrees as follows:
 - (1) Provider shall, at Provider's option, (a) apply for and obtain, within sixty (60) days from the effective date of this Contract, a valid, current adoption license from the PA DHS; or (b) immediately upon the effective date of this Contract, become affiliated with a child welfare agency that possesses a valid, current adoption license.
 - (2) Provider shall become affiliated with SWAN immediately upon the effective date of this Contract.
- (b) Provider shall cooperate with the City in the City's efforts to facilitate the adoption of children and youth in foster care, and Provider shall refer all children and youth in Out-of-Home Placement to SWAN for appropriate services based on the Single Case Plan goal and concurrent goal. If there is no known adoption resource, SWAN shall register such children or youth with the appropriate adoption exchanges.

3.13 **Routine Transportation Costs.** With the exception of those costs associated with a runaway, the specific provisions for which are set forth at Section 3.28 (Absence of Child/Youth), Provider shall be responsible for all routine transportation costs incurred by Provider in fulfilling the terms of this Contract.

3.14 **Family Visit Food Costs.** Provider shall be responsible for the costs of food for children and youth while visiting family.

3.15 **Payments for Placement Services.** Provider shall use payments under this Contract to purchase only those services that are reimbursable under Applicable Law, including, but not limited to, Title IV-E of the Social Security Act, Act 148, and the Contract Cost Principles, and in accordance with DHS policy, unless Provider has received prior written approval from the Commissioner or Commissioner's designee to purchase non-reimbursable services. This requirement applies equally whether the services are purchased directly by Provider or indirectly through Provider's Subcontractor or Provider's referral to another agency.

3.16 **EPSDT; Managed Care.** Provider shall comply with the City's EPSDT initiative. Compliance shall include, without limitation, Provider's securing of all licenses and permits necessary for Provider to participate in the Medical Assistance program, HealthChoices or managed care organizations (where appropriate); Provider's timely submission of all forms and reports required by the Commonwealth Office of Medical Assistance, HealthChoices or managed care organizations; and Provider's timely pursuit of any and all appeals of the Commonwealth's denial or

discontinuance of EPSDT funding to Provider, or denial, discontinuance or reduction of medical services by HealthChoices or managed care organizations.

Provider shall comply with the City's initiative to integrate behavioral health services with other health and social services provided to children, youth and their families. Compliance shall include, without limitation, the following:

- (a) Provider shall use **1-888-545-2600**, the central contact number of CBH, for the purpose of securing mental health and substance abuse services for children, youth and their caregivers;
- (b) Provider shall document fully in the case file the results of each referral to CBH;
- (c) Upon request by DHS and/or CBH and with proper authorization, Provider shall release to CBH any documents and/or reports regarding behavioral health services provided to children, youth and their families; and
- (d) Provider must maintain centrally located documentation regarding whether a child/youth has received a full EPSDT screening within sixty (60) days of entering placement, unless the child/youth has had a screening and the results are available, and whether the subsequent treatment indicated has been initiated/scheduled within ninety (90) days upon entering placement. Youth transferring from one foster care agency to another and youth transferring from a facility licensed under 55 Pa. Code Chapter 3800 to a foster care agency may be exceptions.

3.17 **Service Requirements.**

- (a) Provider shall provide Services to the children, youth and their families in accordance with the Single Case Plan.
- (b) Provider shall complete and submit a Scope of Services based on the Department's approved form which shall be consistent with the Department's Performance and Service Standards and Applicable Law.
- (c) Provider's Scope of Services shall be current, shall satisfy the City's requirements as to form and content, and shall be attached as an exhibit to the Provider Agreement or an Amendment, when applicable.

3.18 **Web-Based Central Referral Unit (CRU) System Participation.**

- (a) The Department utilizes a Web-Based CRU System for all of its non-PBC providers. Upon its implementation, Provider shall report all of its vacancies, by age and gender, by participating in the Department's Web-Based CRU System, and in any additional tracking system the Department may identify, and Provider shall update the system on a weekly basis, and/or more frequently for emergency shelter programs. Failure to comply with this provision may result in the Provider not receiving referrals from the

Department's CRU. Provider has twenty-four (24) hours to accept or reject a referral.

- (b) The Department shall monitor Provider's compliance with this provision and shall only make referrals based upon vacancies reported through this system. The Department, in its sole discretion, may periodically utilize additional resource tracking systems.

3.19 **Dependent Placement Referrals.** Provider shall accept youth with deferred or dual adjudications in its dependent facility. To the extent permitted by law, including applicable state regulations, Provider shall accept dependent youth in its delinquent facilities if such youth are otherwise eligible for admission into Provider's facility. Delinquent Providers agree that their Scope of Services shall not exclude dependent children and youth from their program unless they are required by law to do so.

3.20 **Referral Disputes.** Provider shall submit a written quarterly report to the Commissioner's designee detailing the number and circumstances of each referral dispute registered in accordance with Section 5.2(b)(3) of these General Provisions. Excessive referral disputes, as determined by the Commissioner in his or her sole discretion, may cause the City to terminate this Contract.

3.21 **Notice of Referral Acceptance or Rejection.**

- (a) Except for PBC providers, Provider shall notify the Commissioner within twenty-four (24) hours of its decision to accept or reject placement referrals; provided, however, Provider's rejection of a placement referral must be in accordance with the process set forth in Section 5.2(b)(3) of the General Provisions. Provider shall provide the Commissioner with a written statement of the basis for each rejected referral within twenty-four (24) hours of the rejection unless an exception is granted by the Commissioner or Commissioner's designee.

- (b) Within seventy-two (72) hours of accepting a case that has been designated as a Kinship Care placement, Provider must visit the placement and complete an assessment of the kinship caregiver's home to ensure that it is in compliance with Commonwealth regulations regarding foster homes.

3.22 **Documentation of Referrals.** Providers must maintain centrally located documentation regarding each referral that the Provider receives from DHS. Provider must maintain the following information: the date of receipt of referral; the requesting DHS division (CWO or JJS); the name, age and race of the child; presenting primary problem; and whether the child was accepted or rejected for admission to the program and, if applicable, the reason for rejection.

3.23 **Vacation, Holiday Placement.** Provider shall ensure that each child and youth in an Out-of-Home Placement has uninterrupted Services and placement in the event Provider's office closes for vacation or holidays.

- 3.24 **Adequate Clothing.** It shall be Provider's responsibility to purchase a seasonally adequate and complete wardrobe for each child or youth in placement in its program and for any child or youth who is being discharged from its program.
- 3.25 **Return of Medical Assistance Card.** At the time of discharge or within seventy-two (72) hours of an unplanned discharge, Provider shall return the Medical Assistance card of any child or youth who has been removed or discharged from Provider's placement to the City; otherwise, Provider shall be liable for any charges incurred after discharge. Provider agrees that, upon its return of the child or youth's Medical Assistance card to the City, Provider will cooperate fully with the Department for the purpose of re-enrolling the child with a primary care physician.
- 3.26 **Service Reports.**
- (a) **Progress Reports.** Provider shall submit to the City, on a quarterly basis, a written progress report for each child for whom Services are provided. The report shall be consistent with the ISP, shall present an evaluation of the child's current status, and shall include a statement of Provider's treatment goals. If the City purchases residential treatment Services under the Contract, Provider shall submit a diagnostic study and treatment plan to the City within thirty (30) days after the child's initial placement.
- (b) **Placement Objectives; Adjustment Reports.** When the Services purchased under the Contract include residential Services, Provider shall, within ninety (90) days after the child's initial placement, submit a report to the City which evaluates the child's adjustment to placement and the child's prognosis. Within one hundred eighty (180) days after the initial placement, Provider shall submit a report to the City which examines whether a less restrictive placement is appropriate for the child. The City generally expects that Provider will move children to a less restrictive placement, and that children have the capacity to make use of a less intensive Service within one hundred eighty (180) days after their initial placement in a residential facility. With the exception of those children committed to the juvenile justice system as the result of the commission of delinquent acts, when Provider recommends that a child receive more than one hundred eighty (180) days of residential services, Provider shall present written justification for the recommendation to the Department, and shall participate in a case review within one hundred eighty (180) days after the child's placement. Provider shall allow visits by authorized City employees, upon oral or written request, for discussion or review of information pertinent to the child, or for interviews with the child and the child's natural family. If the child is placed in foster family residential treatment, and is supervised by Provider, Provider shall arrange for all contacts by the City with the child and foster family through the staff of Provider. The use of conference calls between the City, the natural family, and the residential treatment facility

or the foster family will be regularly scheduled by Provider when distance prevents regular contact.

With regard to children with special medical needs, Provider shall provide all training necessary to the individual(s) with whom the child will reside in order to accommodate those needs. Individuals to be trained may include, without limitation, the child's legal guardian(s) or the child's biological, kinship, foster or adoptive parent(s).

- (c) **Notice of Child/Youth's Location.** Providers shall promptly notify the City of the exact placement location and address of each child and youth placed in accordance with the terms of the Contract. Children and youth shall not be moved from one location to another even within a Provider's own system without prior written notice to the Department's Teaming Director and applicable approval of the court, except in emergency situations that place the child or youth in imminent risk of harm.

Applicable approval of the court in the preceding paragraph refers to the Dependent Juvenile Court procedural rules effective July 15, 2011, as follows. In non-emergency placement situations, the City must notify the Court before a child or youth is moved. Provider must notify the Court Representative in the Law Department so the appropriate motion can be filed and heard before the child or youth is moved. In emergency situations, the child or youth can be moved, but the City must notify the Court within twenty-four (24) hours of that move. Provider must notify the Court Representative in the Law Department or the Hotline afterhours immediately when an emergency removal occurs so that the appropriate motion can be filed.

- (d) **Copies of Single Case Plan, Other Reports.** Provider shall promptly provide the City with copies of the Single Case Plan, periodic reviews of Single Case Plans, and in-home and day care service reports. Provider's Single Case Plan form for children and youth, as well as quarterly reports on each child, youth and the family shall be consistent with the Single Case Plan and Applicable Law. In addition, Provider shall promptly submit all requisite reports to Family Court and to Community Behavioral Health or its successor or assigns.
- (e) **In Home Services and Resource Home Care Outcomes Requirements.** All providers are required to implement and utilize all forms and procedures in home services and resource home services. Provider shall comply with all current, newly enacted and subsequently enacted outcome requirements during the Term of the Contract, including any and all amendments thereto.
- (f) **Compliance with TANF Reporting Requirements.** Provider shall comply with all requirements needed to document and claim under TANF

the eligible services delivered by Provider. Compliance shall include, without limitation, submitting the following:

- (1) Once a month, the list of clients receiving services that month on the form prescribed by the City;
- (2) Once a month, the standard summary invoice on the form prescribed by the City; and
- (3) Once a year, a properly completed Means Test Worksheet (“MTW”) for each child and youth receiving services. An MTW must be completed when a child or youth first comes into service, so each month Provider must provide a properly completed MTW for every child or youth who came into care that month. That MTW is valid for twelve (12) months from the date the MTW was completed. If the client continues to receive services beyond twelve (12) months, a new MTW must be completed.

- (g) **HCSIS Reports, Reporting, Other Incidents and Mandated Reporting to ChildLine.** Provider shall notify the DHS Commissioner’s office, immediately orally and subsequently in writing, of any fatality. Incidents, as required by state regulations, including, but not limited to, 55 Pa. Code 3680.21, must be reported as required. Provider staff shall immediately notify DHS Hotline and ChildLine when there is reasonable cause to suspect that a child or youth has been abused or neglected.
- (h) **Documentation of Arrests of Children/Youth.** Providers must maintain centrally located documentation regarding all arrests by law enforcement of children and youth being served by Provider. Provider must maintain the following information: the date of the report, the DHS division (CWO or JJS) that placed the child/youth with Provider agency or program and/or any applicable shared case responsibilities; the name, age and race of the child/youth; the date and time the arrest occurred; and reason for the arrest by the law enforcement agency.
- (i) **Documentation of Restraints of Children/Youth.** Providers must maintain centrally located documentation regarding all restraints of children/youth served. Provider must maintain the following information: the date of the report; the DHS division (CWO or JJS) that placed the child/youth with the Provider agency or program and/or any applicable shared case responsibilities; the name, age and race of the child/youth; reason for restraint; date and time the restraint occurred; type of restraint used; name of employee(s) who performed the restraint; duration of the restraint; name of employee(s) who observed the child/youth; and the result of restraint (e.g., injuries incurred, hospitalization, etc.). Provider shall abide by all applicable law and directives in regard to restraints of pregnant females.

- (j) **Documentation of Truancy.** Provider must maintain centrally located documentation regarding whether a child/youth has been truant (three (3) unexcused absences within the school year) during the time the child/youth was placed with Provider.
- (k) **Documentation of Aftercare Plan.** Provider must maintain centrally located documentation regarding Aftercare plans in accordance with any Community Umbrella Agency Practice Guidelines and/or applicable Performance and Service Standards. **Failure to comply with these requirements constitutes an Event of Default pursuant to Section 12.1(a). If Provider fails to comply with the requirements under this Section 3.26, the City may exercise any of the remedies available pursuant to Section 13.1 (The City’s Remedies), including withholding of payment.**

3.27 **Transitional and Discharge Planning.** Provider shall comply with any Departmental and Administrative Policy Directives, all applicable laws, regulations, and directives regarding transition and discharge planning and development.

(a) **Discharge Upon Agreement of the Parties.**

- (1) Provider shall submit to the City a Case Closing Summary and close the case pursuant to Departmental Policy following child/youth’s discharge from Provider’s care, along with important documents, including, without limitation, birth certificate, Social Security card, court order, and copies of any other documents requested by the City that relate to the child/youth.
- (2) Provider shall administer and distribute money acquired or received by the child/youth in accordance with Applicable Law and any applicable Discharge Plan. Provider acknowledges that such funds are the property of the child/youth.

(b) **Discharge Upon Request of Provider.** In cases where the child’s discharge from Provider’s care is requested by Provider, and is not made pursuant to a mutually agreed upon service plan or court-ordered removal, Provider shall submit to the Commissioner a written explanation detailing the basis for the requested discharge. If the request is approved by the Commissioner or Commissioner's designee, Provider shall give the City thirty (30) days’ formal written notice of its intent to discharge; if the child is a special needs child (as that term is defined by the Department and Applicable Law), Provider shall give the City ninety (90) days’ formal written notice. If a discharge on an emergency basis proves necessary, the City may, in its sole discretion, permit a shorter notice period. Provider may not unilaterally discharge a child or case.

(c) **Delinquent Children and Youth.**

- (1) When a delinquent child or youth is recommended for discharge, Provider shall submit to the Probation Department of the Court of Common Pleas, the Juvenile Justice Services Administrator of the Department, and the District Attorney, a complete summary of all information pertaining to the child's adjustment and progress, and any recommendations of Provider, one (1) month prior to the anticipated discharge date.
- (2) If a delinquent child or youth or an alleged delinquent child or youth is placed in a CBES or, in the case of a delinquent child or youth, in a delinquent facility; and while residing at such facility is arrested on new charges; and if at the time of the arrest the youth was not a runaway youth; then Provider shall accept and transport the youth back to the facility pending court disposition of the new charges. Provider may obtain an exception to this provision if Provider's facility has exhausted its capacity; if the youth is committable pursuant to the Mental Health Procedures Act; if the youth is eligible for detention at the Philadelphia Juvenile Justice Services Center pursuant to the Santiago Consent Decree; or if the youth is eligible for admission to an acute care facility for medical purposes. If Provider determines that the youth, because of the new charges, is not suitable for its program, Provider may, after accepting the youth back to its facility, request that the referring agency of the City grant an exception to this provision by following the procedures outlined in Section 5.2(b)(3) below.

- (d) **Documentation of Discharges of Children/Youth.** Providers must maintain centrally located documentation regarding each child/youth that is discharged from Provider's agency. Provider must maintain the following information: the date of the discharge from Provider's agency or program; the DHS division (CWO or JJS) that placed the child/youth and/or any applicable shared case responsibility; the name, age and race of the child/youth; and the reason that the child/youth was discharged (including successful progress of original presenting problem, AWOL, negative discharge, etc.); and any Aftercare plan.

3.28 **Absence of Child/Youth.**

- (a) When a child/youth voluntarily absents themselves from the supervision of Provider or Provider's designee for a period of twenty-four (24) hours, the child/youth is to be considered a runaway and Provider shall:

- (1) Notify all appropriate parties, including the Department, police, the National Center for Missing and Exploited Children and, if appropriate, the Philadelphia Juvenile Probation Department, as soon as Provider determines that the child/youth is determined to be a runaway, but in no event later than twenty-four (24) hours after departure. Provider shall give written notice not later than the next working day. Provider shall also give oral and written notice, in the manner set forth above, as soon as the child/youth is found or returned to Provider's physical custody. Provider shall notify the Philadelphia Juvenile Probation Department of any runaway at the following numbers:

Weekends, Evenings and Holidays
(215) 686-4818 or 4999 Intake Unit

When the child is alleged or adjudicated delinquent, Provider shall notify the District Attorney at (215) 686-4000.

- (2) Reserve the child/youth's placement for seven (7) days from the time of knowledge of the child/youth's departure, unless the City notifies Provider to the contrary. Upon such notice, the City or CUA shall be obligated to compensate Provider for maintaining availability of the placement. If the child/youth is located within the seven (7) day period, Provider shall accept the child/youth back into placement.
 - (b) Upon mutual agreement of Provider and the Commissioner or Commissioner's designee, the seven (7) day period may be extended.
 - (c) When a child/youth who is still in the care of Provider is found within the county of placement or a contiguous county, Provider shall be responsible for transportation costs for returning the child/youth. In all other situations, the City shall be responsible for the cost of transportation. If Provider makes arrangements for the use of public transportation in returning a child/youth who has run away, the City shall be responsible for transportation costs only when it has given prior approval. With the exception of delinquent children or youth, this Section 3.28(c) shall apply only to children and youth placed in the legal custody of the Department.

3.29 **Provider's Publications.** Provider shall identify the Department as a funding source in all literature, documents, reports or pamphlets which Provider publishes, develops or produces in connection with this Contract.

3.30 **Certifications.** Provider shall obtain Certifications as required by law and by DHS policy. Herein, "Certifications" shall be understood to mean (a) a report of Federal criminal history record information dated no more than one (1) year-to-the-day prior to the individual's start date and obtained by submitting a full set of

fingerprints in a manner described by PA DHS to the Federal Bureau of Investigation (“FBI”); (b) a Pennsylvania Criminal History Record Report dated no more than one (1) year-to-the-day prior to the individual’s start date; (c) a certification from PA DHS dated no more than one (1) year-to-the-day prior to the individual’s start date certifying whether the applicant is named in the PA DHS maintained central register as an alleged perpetrator in a pending child abuse investigation, the perpetrator in a founded report of child abuse, the perpetrator in an indicated report of child abuse, the perpetrator in a founded report for a school employee, or the perpetrator in an indicated report for a school employee; (d) criminal history and child abuse record certifications from any other current or previous state of residence within the past five (5) year period and dated no more than one (1) year-to-the-day prior to the individual’s start date; and (e) any other record or certification requested by the Department.

(a) Prior to commencing employment or service with Provider or Subcontractor, any individual for whom Certifications are required must swear or affirm in writing that the individual has not been disqualified from employment or service under the Child Protective Services Law, 23 Pa.C.S. § 6344(c), and has not been convicted of an offense similar in nature to a crime listed in 23 Pa.C.S. § 6344(c) under the laws or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or under a former law of the Commonwealth. Except for prospective foster or adoptive parent applicants, if any individual for whom Certifications are required has been convicted of an offense similar in nature to a crime listed in 23 Pa.C.S. § 6344(c) (except a felony drug offense within the last five years) under the laws or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or under a former law of the Commonwealth, Provider or Subcontractor is permitted to employ the individual as long as it is reasonably determined that the individual has demonstrated rehabilitation consistent with state law and guidance. In order to demonstrate rehabilitation, the individual must meet the following requirements:

- (1) The individual has a minimum five-year aggregate work history in care dependent services since conviction of the crime or release from prison, whichever is later. Care dependent services include healthcare, elder care, child care, mental health services, mental retardation services, or care of the disabled.
- (2) The individual’s work history in care dependent services may not include any incidents of misconduct.¹

¹ Office of Children, Youth and Families (OCYF) Bulletin 3490-08-03, “Implementation of Act 179 of 2006 and Act 73 of 2007 Amending the Child Protective Services Law.”

Provider or Subcontractor must reasonably investigate the character of an individual with a previously disqualifying criminal offense by conducting interviews, obtaining references, and obtaining documentation of work history. Any Provider or Subcontractor that hires such an individual is required to obtain the written approval of Provider's or Subcontractor's Executive Director, President, or similar Chief Executive Officer as well as specific employer-provided documentation of that individual's employment in care dependent services and retain it in the individual's personnel file in accordance with Section 7.4 (Retention of Records) of these General Provisions.

- (b) Certifications shall be obtained prior to the approval and/or hiring of any applicant or on a provisional basis in accordance with Section 3.30(c) below. Provider shall obtain Certifications for all applicants for employment, including, without limitation: employees, agents, independent contractors, volunteers having contact with children, all prospective foster parent applicants, all prospective adoptive parent applicants, all prospective Permanent Legal Custodianship ("PLC") custodians, all prospective foster home Household Members, all prospective adoptive parent Household Members, and all prospective PLC custodian Household Members. A "Household Member" shall herein be defined as any individual eighteen (18) years of age or older spending thirty (30) days or more in a home during a calendar year.
- (c) Except for child-care institutions (as defined in 42 U.S.C. § 672(c)(2)(A)), prospective adoptive parents, or prospective foster parents, Provider or Subcontractor may employ an applicant on a provisional basis for a single period not to exceed forty-five (45) days, if all of the following conditions are met:
 - (1) The applicant has applied for the Pennsylvania Child Abuse History Clearance, the Pennsylvania State Police Criminal History Clearance, and the FBI Criminal History Clearance.
 - (2) After applying for and receiving the results, the applicant must submit the Pennsylvania Child Abuse History Clearance and either the Pennsylvania State Police Criminal History Clearance or the FBI Criminal History Clearance to the Provider or Subcontractor.
 - (3) The applicant swears or affirms in writing via the OCYF disclosure statement that they have not been convicted of an offense listed in § 6344(c) of the CPSL under the laws or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or under a former law of this Commonwealth.

- (4) Provider or Subcontractor has no knowledge of information under § 6344(c) of the CPSL pertaining to the applicant which would disqualify the applicant from employment.
 - i. If the information obtained by Provider or Subcontractor reveals that the applicant is disqualified from employment pursuant to § 6344(c) of the CPSL, the applicant must be immediately dismissed by the Provider or Subcontractor.
- (5) Provider or Subcontractor requires that the applicant not be permitted to work alone with children and that the applicant work in the immediate vicinity of a permanent employee.
- (d) This Section 3.30 shall be applicable to all staff, including, without limitation, executive, administrative and operational staff.
- (e) Provider shall obtain the required Certifications for all current employees, agents, independent contractors, volunteers having contact with children, foster parents, adoptive and prospective adoptive parents, PLC custodians and prospective PLC custodians, and all of their respective Household Members for whom this information has not already been obtained.
- (f) Providers have a continuing obligation to obtain updated Certifications every sixty (60) months.
- (g) PA DHS is utilizing a third party to process FBI record checks. Provider shall be responsible for entering into an agency agreement with the third party so that Provider may pay for the fees for all prospective foster and adoptive parent applicants and their respective Household Members applying through Provider or establish an agency policy to require that applicants pay the fees themselves. These records must be included, when applicable, in the documentation forwarded to the DHS Licensure Unit when foster homes are certified or recertified.
- (h) According to the Child Protective Services Law (23 Pa. C.S. § 6301 et seq.) (“CPSL”), an individual may not be hired or approved for employment or participation in a program, activity, or service, including, but not limited to, employment as either a foster parent or an adoptive parent, if that individual has been convicted of any of the following offenses or if the individual has been convicted of the attempt, solicitation, or conspiracy to commit any of the following offenses:
 - (1) Criminal Homicide;
 - (2) Aggravated Assault;
 - (3) Stalking;
 - (4) Kidnapping;

- (5) Unlawful Restraint;
 - (6) Rape;
 - (7) Statutory Sexual Assault;
 - (8) Involuntary Deviate Sexual Intercourse;
 - (9) Sexual Assault;
 - (10) Aggravated Indecent Assault;
 - (11) Indecent Assault;
 - (12) Indecent Exposure;
 - (13) Incest;
 - (14) Concealing Death of a Child;
 - (15) Endangering the Welfare of Children;
 - (16) Dealing in Infant Children;
 - (17) Felony Prostitution and Related Offenses;
 - (18) Obscene and Other Sexual Materials and Performances;
 - (19) Corruption of Minors;
 - (20) Sexual Abuse of Children; and/or
 - (21) Felony Offense Under the Controlled Drug, Device and Cosmetic Act, committed within the five (5) year period immediately preceding the individual's application.
- (i) Other than the last criminal offense listed, Felony Drug Offense, there is no time limitation on the enumerated criminal convictions. For example, an aggravated assault from thirty-five (35) years ago shall have the same effect as an aggravated assault conviction this year: namely, the individual shall be precluded from employment or participation in a program, activity or service, unless it has been reasonably determined that the individual has demonstrated rehabilitation in accordance with Subsection 3.30(a) above.
 - (j) Provider shall not approve an applicant as a foster parent, prospective adoptive parent or PLC custodian if they or any Household Member are named as the perpetrator in a founded report of child abuse or a report equivalent to a founded report of child abuse in another state.
 - (k) Provider shall not approve an applicant as a foster parent, prospective adoptive parent or PLC custodian if they or any Household Member are named as the perpetrator in an indicated report of child abuse, or a report equivalent to an indicated report of child abuse in another state, within the previous five (5) years. A perpetrator and those with a

Household Member named as a perpetrator in an indicated report of child abuse or the equivalent of an indicated report of child abuse from another state more than five (5) years ago may be approved as a foster parent, prospective adoptive parent or PLC custodian, but only with the written approval of the Commissioner or Commissioner's designee at the director level or higher.

- (l) Provider shall not approve an employee, agent, independent contractor, or volunteer having contact with children for service if they are named as the perpetrator in a founded report of child abuse, or a report equivalent to a founded report of child abuse in another state, within the previous five (5) years. A perpetrator named in a founded report, or the equivalent of a founded report from another state, more than five (5) years ago may only be approved as an employee, agent, independent contractor, or volunteer having contact with children for service upon the written approval of Provider's Executive Director, President, or similar Chief Executive Officer. Such written approval shall be determined on a case by case basis and record of such written approval shall be maintained in accordance with Section 7.4 of these General Provisions.
- (m) Provider shall not approve an employee, agent, independent contractor, or volunteer having contact with children for service if they are named as the perpetrator in an indicated report of child abuse, or a report equivalent to an indicated report of child abuse in another state, within the previous five (5) years. A perpetrator named in an indicated report of child abuse, or the equivalent of an indicated report of child abuse from another state, more than five (5) years ago may only be approved as an employee, agent, independent contractor, or volunteer having contact with children for service upon the written approval of Provider's Executive Director, President, or similar Chief Executive Officer. Such written approval shall be determined on a case by case basis and record of such written approval shall be maintained in accordance with Section 7.4 (Retention of Records) below.
- (n) Provider shall immediately require any of its employees, agents, independent contractors, volunteers having contact with children, foster parents, prospective adoptive parents, or Household Members of either a foster home or prospective adoptive home to submit new Certifications to Provider in the manner required in this section for a new applicant should Provider have, or ever develop, a reasonable belief that such Certifications would disqualify the individual or home they reside in from approval under this section or Applicable Law. Costs for these certifications shall be borne by Provider.
- (o) Provider shall require all employees, agents, independent contractors; all adoptive, foster and kinship parents; and all of Provider's

volunteers having contact with children to notify Provider in writing if they are arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity or service, or if they are named as a perpetrator in a founded or indicated report of child abuse. Such written notice shall be provided not later than seventy-two (72) hours after the arrest, conviction or notification that the person has been listed as a perpetrator.

(p) Provider shall immediately notify the Department of any disqualifying Certification.

(q) **Waiver.** Waiver of any of the provisions of this section may be requested only for those provisions not required by Applicable Law. Such waivers shall only be valid with the express written approval of the Commissioner or Commissioner's designee at the director level or higher and only to the extent permitted by Applicable Law.

- 3.31 **Child Death Review.** Provider shall conduct an internal review when a child/youth placed with Provider, whether or not placed by the City, dies as the result of suspected child abuse or neglect. The review shall include cases that are currently active and also those that were known to Provider within the past sixteen (16) months. Provider shall conduct said review simultaneously with the Child Protective Services ("CPS") investigation. Provider's review shall assess compliance with statutory, regulatory, and county requirements; and compliance with Provider's policies and procedures, including examination of supervisory and training requirements, for the purpose of determining whether the appropriate level of service was provided to the child/youth, the child/youth's family and/or foster family. A written report detailing the findings and conclusions of the death review shall be submitted to DHS within thirty (30) days following receipt of the report of suspected abuse, if applicable. In addition, Provider shall participate in Act 33 meetings.
- 3.32 **Resource Home Agreements.** Provider shall ensure that resource parents do not maintain other children and youth committed to the Department who are placed with other Philadelphia County resource home care agencies and shall include this prohibition in all its resource home agreements.
- 3.33 **Group Home Provision.** Provider must obtain the prior written approval of the City, through the Commissioner or Commissioner's designee, prior to acquiring, whether through purchase or lease, a group home or institution situated in the City for the purpose of providing services to Philadelphia County dependent or delinquent children or youth. Provider must obtain written approval of the Commissioner or Commissioner's designee before making any change in the type of dependent or delinquent children or youth for whom services will be provided on these properties.

- 3.34 **Adoption and PLC.** Provider shall complete and/or ensure the completion of a family profile according to the Department, City and State specifications for caretakers the City identifies as appropriate for adoption and PLC. The fee payable for the work to complete the family profile will be determined by the revised SWAN state bulletin by reference.

ARTICLE IV: PROVIDER'S REPRESENTATIONS AND WARRANTIES

- 4.1 **Provider's Representations and Warranties.** Provider makes the following representations and warranties upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract, including, but not limited to, those set forth in this Article IV. The representations and warranties stated below shall continue throughout the Term of this Contract. In the event any representation or warranty is or becomes untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation or warranty is untrue or inaccurate. *False statements to the City in or in connection with this Contract, in or pursuant to any representation or warranty made in this Article IV or otherwise, are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, which may include fines and imprisonment.*

- (a) **Good Standing.** If Provider is not an individual, Provider is a business corporation, limited liability company, partnership, limited partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. Provider is duly licensed, qualified and in good standing in the Commonwealth and in all jurisdictions in which it conducts business activities relating in any way to the performance of the Services and delivery of the Materials under this Contract, including, but not limited to, the jurisdiction in which Provider is organized. If Provider is a not-for-profit corporation or otherwise an entity determined to be tax-exempt pursuant to Section 501(c) of the Internal Revenue Code by the Internal Revenue Service, then Provider has procured, and shall maintain in full force and effect, all consents and approvals necessary in connection with such tax-exempt and non-profit status.
- (b) **Authority to Act.** Provider has full legal power and authority to execute and deliver this Contract, and provide the Services and Materials as set forth herein. Provider has duly authorized by all necessary actions the execution and delivery of this Contract on behalf of Provider by the individual or individuals signing the Provider Agreement or any Amendment. This Contract is the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with the terms set forth herein. The execution and delivery of this Contract by Provider will not result in a default under or a breach or violation of (1) Provider's certificate or articles of incorporation or bylaws, partnership agreement, limited liability company operating agreement or other pertinent organizational documents, as applicable; (2) any Applicable Law or any judgment, decree order,

license, permit or other instrument or obligation to which Provider is now a party or by which Provider may be bound or affected; and (3) Provider's tax-exempt status, if applicable. No further consent, approval or authorization is required of any regulatory authority or governmental agency, or of any shareholder, partner, member, manager or other party related to Provider.

- (c) **No Litigation Preventing Performance.** There is no litigation, claim, consent order, settlement agreement, arbitration, agency proceeding, investigation, challenge or other proceeding pending or threatened against Provider, its properties or business or any individuals acting on Provider's behalf, including, without limitation, Subcontractors, in which any Person seeks to enjoin or prohibit Provider from entering into or performing its obligations under this Contract.

- (d) **Requisite Licensure and Qualifications.** Provider and all Persons acting on Provider's behalf, including, without limitation, Subcontractors, in connection with the Services and Materials under this Contract, possess and, at all times during the Term of this Contract, shall possess all approvals, licenses, board certifications or eligibilities, training, certifications, qualifications and other credentials, including, without limitation, all licenses required for eligibility to receive Medical Assistance or other third-party reimbursements, required in accordance with Applicable Law and the terms of this Contract, to perform the Services and provide the Materials. Provider shall provide the City with copies of all approvals, licenses, credentials and certifications required under this Section 4.1 upon request by the City.

Provider and all foster family homes, whether relative or non-relative, shall have current, full Certificates of Approval and/or licensure throughout the Term of this Contract. Temporary or provisional approval and/or licenses do not satisfy this requirement.

Provider shall notify the Commissioner or Commissioner's designee, orally, electronically, and in writing, of any violations of the requirements of this section within twenty-four (24) hours of Provider's receipt of notice or other knowledge thereof, including changes which place Provider, Subcontractors, or a foster home in a provisional license status, or any other approval and/or license violation. Electronic notices of violation of this section shall be sent via email to DHSLicensure@phila.gov. **DHS will not reimburse foster care agencies for services provided to homes without documentation of full licenses.**

- (e) **No Adverse Interests.** Except as disclosed in writing and approved in advance by the Responsible Official, neither Provider nor any of its directors, officers, members, partners, employees, agents, or Subcontractors has any interest, or will acquire any interest, directly or indirectly, that

would or may conflict in any manner or degree with the performance or rendering of the Services and Materials.

- (f) **No Indebtedness to the City.** Provider and any and all entities controlling Provider, under common control with Provider or controlled by Provider are not currently indebted to the City, and will not at any time during the Term of this Contract (including any Additional Term(s)) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Provider shall remain current during the Term of this Contract under all such agreements and payment plans, and shall inform the Responsible Official in writing of Provider's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the City, result in the withholding of payments otherwise due to Provider under this Contract or any other agreement with the City under which the City may then owe payment of any kind, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination), or both.
- (g) **Commercial Activity License.** If Provider is a "business" as defined in Section 19-2601 of the Code, Provider has and shall maintain during the Term of this Contract, a valid, current Commercial Activity License, issued by the City's Department of Licenses and Inspections, to do business in the City.
- (h) **Non-Suspension; Debarment.** Provider and all individuals acting on Provider's behalf, including, without limitation, Subcontractors, are not under suspension or debarment from doing business with the Commonwealth, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Provider cannot so warrant, then Provider shall submit to the Responsible Official a full, complete written explanation as to why Provider cannot so warrant. Provider shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Provider's compliance with the terms of this or any other contract between Provider and the City which results in the suspension or debarment of Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney

fees and expenses. Except for its own costs, Provider shall not be responsible for costs of investigations that do not result in the suspension or debarment of Provider or a Subcontractor.

- (i) **Prohibiting Religious Activities.** Provider shall not provide religious instruction, conduct religious worship or services, or in any way proselytize any individual in connection with the Services provided, either directly or indirectly, under this Contract.

Provider shall inform all individuals to whom Services are provided, whether directly or indirectly, of the following: “The Philadelphia Department of Human Services’ selection of a faith-based provider of social services is not an endorsement of Provider’s religious character, practices or beliefs. No Provider of social services may discriminate against you on the basis of religion, a religious belief or your refusal to actively participate in a religious practice.”

The above representations, warranties and covenants shall continue throughout the Term of this Contract. In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

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

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, Provider shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

If this Contract or any Subcontract is funded with federal funds, Provider shall require that this language be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

Provider understands that this is a material representation of fact upon which reliance was placed when this Contract was entered into.

Submission of this certification is a prerequisite for making or entering into this Contract imposed under Section 1352, Title 31, U.S. Code, and Provider agrees that the execution of this Contract shall constitute the requisite submission.

The above representations, warranties and covenants shall continue throughout the Term of this Contract. In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

(k) **Additional Representations and Warranties.** The enumeration of representations and warranties in this Article IV does not negate or limit Provider's other representations, warranties, and covenants under the Contract, including elsewhere in the General Provisions.

4.2 **Notice of Change.** If there is a material change in the foregoing representations made by Provider for itself or on behalf of any of its Subcontractors, or a circumstance occurs adversely affecting Provider's business integrity, Provider shall promptly notify the Responsible Official of such changed circumstances.

ARTICLE V: SERVICE REQUIREMENTS

5.1 **Scope of Services.** Services provided include the Services described in the Provider Agreement and/or an Amendment and all the obligations under this Contract. The Services encompass the following general categories:

- (a) Services to dependent, delinquent, and non-adjudicated children, youth and their families; and
- (b) Other professional services, including consulting and training services.

5.2 **Placement and Referral Process.**

(a) **Eligibility for Services.** With the exception of children and youth adjudicated delinquent, the City will be responsible for the determination of eligibility for public care and Services, and for the assumption of legal custody, if required, for all children and youth provided Services under the Contract.

(b) **Referral Process.**

- (1) With the exception of children and youth adjudicated delinquent, the City shall, prior to Provider's acceptance of a child/youth, furnish Provider with a social summary, including a family summary and a medical history. To the extent such information is available to the

City, the City shall also provide related school information, a signed psychological evaluation, and a signed psychiatric evaluation.

- (2) When Provider receives a referral from the City for placement, with the exception of state approved RTF placements, the City will cooperate with Provider in arranging a pre-placement visit or conference. The participants may include, but are not limited to, the child/youth, parent or guardian, and County caseworker or probation officer. Provider will not be obligated to pay transportation costs for participants who attend the visit or conference.
- (3) Provider may reject a child/youth and family only if it has exhausted its capacity under this Contract. If Provider determines that a child/youth or family is not acceptable for reasons other than exhaustion of capacity, it must notify the Commissioner in writing within twenty-four (24) hours of the rejection detailing the basis of the intended rejection and request an exception to this provision. The Commissioner or Commissioner's designee's decision to grant or reject the request shall be final.

(c) **Residential Treatment Facility Placement.** In the event that a child requires services that can only be provided in an RTF, Providers are to obtain approval from CBH prior to the RTF placement.

(d) **Emergency Shelter Placement.** In the case of Out-of-Home Placement in an emergency shelter, Provider will accept all referrals. Provider may only reject a referral if:

- (1) Provider has exhausted its capacity under the Contract;
- (2) The youth is committable pursuant to the Mental Health Procedures Act (50 P.S. § 7101 et seq.);
- (3) The youth is eligible for detention at the Philadelphia Juvenile Justice Services Center pursuant to the Santiago Consent Decree; or
- (4) The youth is eligible for admission to an acute care facility for medical purposes.

If Provider determines that a child/youth placed in an emergency shelter is not suitable for its program for reasons other than those identified in this Section 5.2, Provider may, after accepting the child/youth into an emergency shelter, request an exception to this provision by following the procedures outlined in Section 5.2(b)(3) above. Emergency shelter services must be accessible to the City for the placement of children and youth twenty-four (24) hours per day, seven (7) days per week.

- (e) **Availability of Placement Providers.** All Providers of Out-of-Home Placement services to children shall be prepared to receive referrals and to accept children into placement at all times, twenty-four (24) hours per day, seven (7) days per week. Out-of-Home Placement Providers shall respond to placement referrals within one (1) hour of their being contacted and will work immediately to secure placement for each child referred.
- (f) **Information Sharing Following Acceptance for Placement.** Except in emergency situations, when the City receives official notice of acceptance by Provider for Out-of-Home Placement of a referred child/youth, the City shall send to Provider available and pertinent information and documentation within five (5) business days after receipt of notice, or as soon as possible thereafter.
- (g) **Information Sharing in Emergency Out-of-Home Placement Cases.** In the event of an emergency Out-of-Home Placement, the City shall make every effort to supply Provider with all available records, reports, summaries, and any other pertinent information as soon as possible after the date of acceptance.
- (h) **Collaborative Planning.** Provider, with the participation of all other necessary participants, shall develop an ISP, which shall be consistent with the FSP and Applicable Law. If DHS is responsible for case management, then DHS, with the participation of Provider and all other necessary participants, shall develop an FSP, including a Placement Amendment. If a CUA is responsible for case management, then CUA, with the participation of Provider and all other necessary participants, shall develop a Single Case Plan, which incorporates the ISP and shall be consistent with Applicable Law.
- (i) **Clothing.** The City shall ensure that each child/youth entering Out-of-Home Placement with Provider shall have at least minimally adequate clothing. If the City determines that the child/youth's clothing is inadequate, it may authorize Provider to purchase the necessary clothing as outlined in the Departmental and Administrative Policy Directives.
- (j) **Life Skills Training for Children and Youth in Placement.** Provider shall comply with the Departmental and Administrative Policy Directives regarding the provision of life skill services for all children/youth in placement who have attained the age of twelve (12) years or above, regardless of their permanency goals. Concurrent with the ongoing reasonable efforts toward permanency, Provider will address the child/youth's need to acquire the life skills needed for adult self-sufficiency. The Single Case Plan must identify self-sufficiency goals and specific courses of action that the child/youth will take to prepare for the pursuit of these goals. Provider's case manager will provide direct social work and

other services to help the child/youth prepare for self-sufficiency as an adult, including:

- (1) Provision of life skills training;
- (2) High school retention and support;
- (3) Career clarification and decision-making;
- (4) Preparation for post-secondary education or vocational training;
- (5) Planning for acquisition of permanent housing upon discharge; and
- (6) Support in identifying and coping with feelings of separation and loss that will be encountered upon emancipation.

Provider shall identify and facilitate access to the resources needed for youth to acquire the skills necessary for self-sufficiency, including resources to support educational and employment goals and the acquisition of housing upon discharge.

Failure to comply with these requirements constitutes an Event of Default pursuant to Section 12.1(a). If Provider fails to comply with the requirements under this Section 5.2, the City may exercise any of the remedies available pursuant to Section 13.1 (The City's Remedies), including withholding of payment.

5.3 **Medical and Dental Costs.**

- (a) **Responsibility for Payment.** The maximum fee(s) set forth in the Contract Documents and Article VI of these General Provisions do not include payment of medical expenses. The City shall provide the necessary means of payment for medical expenses for the child/youth only in the absence of a third party payor. The City shall apply for public benefits on behalf of the children and youth, including Public Assistance, Medical Assistance, Social Security or SSI, and the City shall furnish Provider with Medical Assistance card(s) or such information as is necessary to secure third-party payments.
- (b) **Medical Assistance.** For delinquent children or youth placed in the legal custody of the City, the City shall provide financial coverage for medical expenses through the MA program. The City shall not provide financial reimbursement for medical expenses which are not covered by the MA eligibility guidelines, or for services provided by vendors who are not MA-approved. Reimbursement shall be paid directly to the MA-approved vendor, not to Provider.

(c) **Limits of the City's Responsibility.**

The City shall not be responsible for the following medical expenses:

- (1) Those expenses incurred prior to the effective date of this Contract;
- (2) Those expenses that are in excess of the applicable MA rate, unless Provider obtained prior written approval from the City;
- (3) Those expenses for services not covered by the applicable MA category for which the child or youth is eligible, unless Provider has obtained prior written approval from the City;
- (4) Those expenses for which the vendor refuses to bill MA; and
- (5) Those expenses for services for which prior authorization from a managed care organization, including CBH, is required and has not been obtained, and for which Provider is seeking payment from the City. Provider shall be responsible for obtaining treatment authorization prior to securing the services; failure to do so shall result in Provider bearing sole liability for payment for such services.

(d) **Elective Services.** The City shall not assume responsibility for elective services (including medical or dental) unless Provider obtains prior written approval from the City.

5.4 **Change in Laws.** If, during the Contract Term, there are changes in PA DHS regulations regarding MA reimbursement, the City and Provider agree to negotiate an Amendment, to set forth revisions to Section 5.3 (Medical and Dental Costs) above, to conform to such changes. The City and Provider further agree that the remaining provisions of this Contract shall remain in full force and effect and binding on the Parties.

5.5 **Right of Review and Rejection.** The City reserves the right to inquire into the background and qualifications of Persons retained by Provider to provide Services, and to reject the use of any persons, families, or households which, in the City's sole judgment, are determined not to be in the best interests of the child/youth or families for whom the Services are required.

5.6 **Reimbursement.** The Provider shall promptly reimburse the City for all sums paid to the Provider by the City as a result of any inaccurate, false, fictitious or fraudulent billings, invoices, contract overcharges, overpayments, and the like, and any costs which are incurred by the City as a result.

ARTICLE VI: COMPENSATION

- 6.1 **Requisite Documents.** Prior to the City's payment for placement Services furnished by Provider to dependent, delinquent or alleged delinquent children and youth, Provider must possess the following completed and current documents:
- (1) Form Authorizations;
 - (2) Single Case Plan;
 - (3) Placement Amendment, if any;
 - (4) CY-61 (Application for Initial Determination for Title IV-E Placement Maintenance and Medicaid); and
 - (5) Court Order.
- 6.2 **Certification of Available Funds.** Provider acknowledges that payments under this Contract, and the City's obligation to make such payments, shall not exceed the amount certified by or on behalf of the City's Director of Finance as available for this Contract. A copy of the form signed by the Office of the Director of Finance showing the amount of currently available funds will be attached to the fully executed Contract returned to Provider. During the Initial Term and any Additional Term(s) of this Contract, the City reserves the right to fund any remaining balance of this Contract amount in varying amounts from time to time as funds become available, not to exceed in total the maximum amount stated in this Contract. Provider agrees that the City shall not be obligated to fund this Contract except out of funds certified by or on behalf of the City's Director of Finance as currently available, even if those funds are less than the maximum amount stated in this Contract. If sufficient funds are not certified as available at any time, the City may exercise its options described in Section 6.3 (Unavailability of Funds) below.
- 6.3 **Unavailability of Funds.** If funding for this Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services performed and Materials delivered under this Contract, the City may exercise one of the following options without liability or penalty to the City:
- (a) Terminate this Contract effective upon a date specified in a Termination Notice; or
 - (b) Continue this Contract by reducing, through written notice to Provider, the amount of this Contract and Services and Materials, consistent with the nature, amount and circumstances of available funding.

The City's exercise of either option under this Section 6.3 shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction of Services or Materials. Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed

and delivered prior to such termination or modification of this Contract under this Section 6.3.

- 6.4 **Crossing Fiscal Years.** If any portion of the compensation set forth in this Contract is to be paid in any City fiscal year following the fiscal year in which the Initial Term or any Additional Term of this Contract commences (in either case, “Appropriated Fiscal Year”), Provider understands and agrees that the portion of the compensation under this Contract payable with City funds for any period following the Appropriated Fiscal Year is subject to the discretion of City Council as to future appropriations. If, for any reason, funds for any such portion of the compensation are not appropriated by City Council in any Fiscal Year following the Appropriated Fiscal Year, this Contract and the City’s liability under this Contract shall automatically terminate at the end of the then current Appropriated Fiscal Year; provided, however, that Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to the end of the then current Appropriated Fiscal Year, subject to the other provisions of this Article VI.
- 6.5 **Allowability of Cost Items.** All payments by the City under this Contract are subject to the limitations on the allowability of cost items imposed by Title IV-E, Pennsylvania Child Welfare Demonstration Project, and the Contract Cost Principles.
- 6.6 **Advances.** The City may, in the City’s sole discretion, offer providers of per diem placement services (including Provider, if applicable) a one twelfth (1/12) advance payment, based on the maximum amount of this Contract, if Provider meets the following criteria:
- (1) Contract and/or encumbrance is \$50,000.00 or over;
 - (2) Agency is not-for-profit;
 - (3) Agency has submitted audited financial statements by required date, if applicable;
 - (4) Audit review does not indicate possible financial difficulties;
 - (5) Provider performance reviews have been satisfactory, if applicable;
 - (6) Provider has been contracting with DHS for at least two (2) years; and
 - (7) A decrease in payments and/or placements, as determined by DHS, is not expected.
 - (8) The advance to Provider shall be repaid by Provider to the City by reducing a proportionate amount of the advance from subsequent

monthly payments by the City to Provider. The entire advance amount must be repaid no later than the April 30th invoice unless otherwise approved by the DHS Commissioner, not to exceed the end of the fiscal year for which the advance is provided. The City, in its sole discretion, may waive any or all of the criteria enumerated in (1)-(7) above.

- 6.7 **Income from Contract Funds.** Provider shall provide a written report to the City accounting for all income derived either directly or indirectly by Provider from the use of funds paid to Provider under this Contract or with respect to any activities of Provider in connection with this Contract, including, but not limited to, sale, publication, registration fees, interest, program service fees, and service charges on fees. If required by the City, in the City's sole discretion, Provider shall use all such income to set off against and reduce payments to Provider otherwise due under this Contract.
- 6.8 **Monitoring of Fund Utilization.** Provider and the City shall monitor utilization of funds encumbered under this Contract. Provider shall furnish the City with current utilization reports on a monthly basis. The City shall have sole discretion in determining overutilization. In the event of mutually agreed upon overutilization, the City will, under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above, proceed to authorize an Amendment to this Contract to compensate Provider for such overutilization.
- 6.9 **Maximum Daily Rate, Days of Care or Units of Service (or combination thereof).** The City shall not compensate Provider for any increases in the maximum daily rate, number of days of care or units of service set forth in the Contract Documents without the prior written approval of the Commissioner. By execution of this Contract, Provider agrees that the City may modify, upon issuance of a Modification Notice to Provider, the maximum daily rate, number of days of care or units of service that the City agrees to purchase under this Contract. In the event the maximum daily rate, number of days of care or units of service are increased, the date of such increase shall be the date stated in the Modification Notice or an Amendment. Any decrease in the maximum daily rate, number of days of care or units of service shall be made upon issuance of a Modification Notice not less than thirty (30) days prior to the effective date of such decrease.
- 6.10 **Total Actual Cost.** The City shall pay Provider only for Provider's Total Actual Cost for Services set forth in the Contract Documents, not to exceed the maximum amount set forth in Section 4.1 of the Provider Agreement. Total Actual Cost shall be limited to those expenditures permitted by Applicable Law, the City's Functional Expenditure Report, and the Contract Cost Principles, as each may be amended from time to time. Actual cost shall be measured as of the end of the current fiscal year (unless a different date is approved in writing by the Commissioner or Commissioner's designee), and shall be documented on the Independent Functional Expenditure Report prepared and certified by a Certified Public Accountant ("CPA"). The Functional Expenditure Report shall be

submitted to the City not more than one hundred twenty (120) days after the expiration or earlier termination date of this Contract.

- 6.11 **Excess Compensation.** If, as documented on the Independent Functional Expenditure Report prepared and certified by a CPA, compensation exceeds Provider's Total Actual Cost for Services, the City shall recover such excess compensation over Total Actual Cost by deduction from subsequent Provider billings to the Department or by accepting a refund from Provider. The City may recover excess compensation at any time after it is documented. Total recovery of excess compensation by deductions from subsequent Provider billings shall be accomplished over a nine (9) month maximum duration, unless a longer period is authorized in writing by the Commissioner or Commissioner's designee. Any extension of the recovery period, requested by Provider or otherwise, beyond nine (9) months shall not create a bar to recovery by the City. If Provider ceases to contract with the City before the City has recovered all or any portion of the excess compensation, Provider shall promptly pay such excess amount to the City. The amounts of any deductions from Provider billings to the City in recovery of prior excess compensation over Total Actual Cost shall not be a part of actual costs for Department funded programs for the fiscal period during which it was deducted.
- 6.12 **Unpaid Amounts.** Provider must notify the Department in writing at the address set forth in the Provider Agreement of any payments it claims are due to it under this Contract and which remain unpaid by the City, not more than sixty (60) days after the expiration of the then current Term of this Contract. Failure to adhere to the time limitation set forth in this Section 6.12 will result in Provider's forfeiture of any unpaid balances or, in the sole discretion of the City, the requirement that Provider pay any and all additional administrative costs incurred by the City to process the invoices.
- 6.13 **Invoices.** To meet the City's requirements of a complete and accurate invoice, a Provider must have a validly conformed contract with the City for the time period in which Provider's duties were performed and Provider must be in compliance with all of the terms of that contract, including, but not limited to, the Scope of Services, DHS Provider Standards, and all applicable Article VII audit requirements. Provider shall submit its invoices to the City on a monthly basis. The City must receive invoices not more than ten (10) business days following expiration of the month for which the invoice is submitted.
- 6.14 **Golden Parachute Agreements.** Provider shall not utilize funds under this Contract to fund in whole or in part the payment of Golden Parachute agreements or any similar agreements negotiated with its employees or agents.
- 6.15 **Indirect Rate Requests.** The budget-based, cost reimbursement contract Provider may request an indirect rate for indirect expenses. In order to be eligible for indirect rate approval, Provider must ensure that the request conforms to the requirements outlined in the Contract Cost Principles.

- (a) For cost reimbursement contracts over \$500,000.00, Provider must submit a detailed justification including line item indirect expense cost calculations, regardless of the percentage of the indirect rate that is being requested.
- (b) For cost reimbursement contracts under \$500,000.00 with a request of an indirect rate of greater than 10% of the total budget, Provider must submit a detailed justification including line item indirect expense cost calculations.
- (c) For cost reimbursement contracts under \$500,000.00 with a request of an indirect rate of equal to or less than 10% of the total budget, Provider is not required to submit a detailed justification including line item indirect expense cost calculations, unless specifically requested by DHS.
- (d) The value of any applicable Subcontracts shall not be part of Provider's indirect percentage calculations.
- (e) All indirect rate approvals are at the sole discretion of DHS.
- (f) DHS may require a detailed justification including line item indirect expense cost calculations for all indirect rate requests at any time; all provisions to the contrary notwithstanding.

6.16 **Timely Payment from Commonwealth Funds.** Complete and accurate invoices submitted to the City, for which the City receives Commonwealth reimbursement and for which the State funds have already been appropriated by the Commonwealth for reimbursement to the City, shall be paid within thirty (30) days of receipt of the invoice.

ARTICLE VII: AUDITS; INSPECTION RIGHTS; RECORDS

7.1 **City Audit.** From time to time during the Term, and for a period of five (5) years after the expiration or termination of this Contract, the City may audit any and all aspects of Provider's performance under this Contract, including, but not limited to, its billings and invoices. Audits may be conducted by representatives, agents or contractors of the City, including the Department, or other authorized City representatives, including, without limitation, the City Controller. If requested by the City, Provider shall submit to the City all vouchers or invoices presented for payment pursuant to this Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review or audit by the City.

- 7.2 **Inspection.** All Services and Materials shall be subject to inspection and review by City, state and federal representatives, as may be applicable, or their designees, at the offices of Provider in the City, or in another location with the City's consent. Provider shall cooperate with all City, state and federal inspections and reviews conducted in accordance with the provisions of this Contract. Such inspection and review of Provider's Services and Materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with consumers, review of staffing ratios and job descriptions, and meetings with any of Provider's staff members who are either directly or indirectly involved in providing Services or Materials.
- 7.3 **Availability of Records.** Provider shall make available, in the City at reasonable times during the Term of this Contract and for the period set forth in Section 7.4 (Retention of Records) below, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any authorized representative (including any agent or contractor and the City Controller) of the City, the Commonwealth Secretary of PA DHS or Auditor General, and any other federal and state auditors, as may be applicable.
- 7.4 **Retention of Records.** Provider shall retain all records, books of account and documentation pertaining to this Contract for the period set forth in Section 7.1 (City Audit) above. If any litigation, claim or audit is commenced prior to the expiration of said five (5) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period. Adoption records must be maintained in accordance with Applicable Law.
- 7.5 **Independent Audit.**
- (a) **Combined City Contracts That Total Less Than \$300,000 in a Fiscal Year.** If requested by the City, Provider shall submit to the City an Independent Audit Report that is acceptable to the City and prepared and certified by a CPA acceptable to the City. The Independent Audit Report shall be prepared in accordance with the following audit requirements:
- (1) Provider shall submit a separate audit for each individual entity that contracts with the City. An individual entity includes each entity with a distinct taxpayer identification number or social security number, or employer identification number. It is intended that this requirement be followed in addition to any other requirements of: the law, other regulatory bodies, or other financial statement presentations.
 - (2) The basic financial statements to be filed will include: the Statement of Financial Position, the Statement of Activities, the Statement of

Cash Flows and the Statement of Functional Revenue and Expenses by contract number and program name.

- (3) Provider shall ensure that a final audit of the financial transactions relating to each City contract shall be performed in compliance with all requirements of the Subrecipient Audit Guide, which is incorporated in this Contract by reference. This audit shall verify that all invoiced costs are actual, authorized and eligible for reimbursement in accordance with each City contract's requirements.
- (4) Provider agrees to make full and prompt refund to the City of amounts of money which result from audit exceptions due to Provider's performance hereunder, or result from non-compliance with Applicable Law and this Contract, including, without limitation, the Contract Cost Principles.
- (5) The City reserves the right to disallow fees paid by Provider for audit services under this Contract if the final audit report is not submitted in the manner and within the time frame prescribed in this Section 7.5 or if subsequent review of audit work papers discloses deficiencies in required performance.
- (6) Provider shall submit all audit documentation, as described above, pertaining to this Contract no later than one hundred twenty (120) days after the end of the Term of this Contract, unless a different time is approved, in writing, in accordance with the City's audit policies, which are incorporated in this Contract by reference. Provider's failure to submit the audit documentation in the time required shall be a basis for withholding processing of invoices for payment, and other remedies the City has at its discretion in accordance with this Contract and the City's audit policies.

(b) **Combined City Contracts That Total \$300,000 or More in a Fiscal Year.** Provider shall submit to the City an Independent Audit Report that is acceptable to the City and prepared and certified by a CPA acceptable to the City. The Independent Audit Report shall be prepared in accordance with the following audit requirements:

- (1) Provider shall submit a separate audit for each individual entity that contracts with the City. An individual entity includes each entity with a distinct taxpayer identification number or social security number, or employer identification number. It is intended that this requirement be followed in addition to any other requirements of: the law, other regulatory bodies, or other financial statement presentations.

- (2) The basic financial statements to be filed will include: the Statement of Financial Position, the Statement of Activities, the Statement of Cash Flows and the Statement of Functional Revenue and Expenses by contract number and program name.
- (3) Provider shall ensure that an audit of the financial transactions relating to each City contract shall be performed.
 - a) As applicable, the audit shall be in compliance with all requirements of the Subrecipient Audit Guide. This includes Department specific required disclosures and schedules. This audit shall verify that all invoiced costs are actual, authorized and eligible for reimbursement in accordance with this Contract's requirements.
 - 1) When the combined total of all City contracts with Provider is greater than \$300,000 but the combination of all federal and state funds received by Provider, from all sources, is less than \$500,000, Provider must provide a financial audit in accordance with generally accepted auditing standards. Specifically, the report shall contain a Balance Sheet, Statement of Activities and Changes in Net Assets, and Statement of Cash Flows.
 - 2) When the combined total of all funds received by Provider from the federal and state governments, from all sources, is equal to or greater than \$500,000, Provider must provide a financial audit in accordance with generally accepted government auditing standards (Yellow Book Audit), regardless of the combined total of all City contracts. Specifically, the report shall contain a Balance Sheet, Statement of Activities and Changes in Net Assets, and Statement of Cash Flows. In addition, there must be an opinion given on Internal Control Over Financial Reporting.
 - 3) When the combined total of all funds received by Provider from the federal government, from all sources, is equal to or greater than \$750,000, Provider must provide a Single Audit in accordance with the United States Code of Federal Regulations Title 2 (2 CFR).
 - b) Providers shall adhere to all other auditing requirements imposed by state and/or federal legislation and regulation,

including, but not limited to, audit submission timelines, on funding source(s) that provider receives through this Contract, if the funding source(s) are comprised of state and/or federal funds.

- (4) Provider agrees to make full and prompt refund to the City of amounts of money which result from audit exceptions due to Provider's performance hereunder, or result from non-compliance with Applicable Law and this Contract, including, without limitation, the Contract Cost Principles.
- (5) The City reserves the right to disallow fees paid by Provider for audit services under this Contract if the final audit report is not submitted in the manner and time frame prescribed in this Section 7.5 or if subsequent review of audit work papers discloses deficiencies in required performance.
- (6) Provider shall submit all audit documentation, as described above, pertaining to this Contract no later than one hundred twenty (120) days after the end of the Term of this Contract, unless a different time is approved, in writing, in accordance with City audit policies, which are incorporated in this Contract by reference. Provider's failure to submit the audit documentation in the time required shall be a basis for withholding processing of invoices for payment, and other remedies the City has at its discretion in accordance with this Contract and the City's audit policies.

7.6 **Compliance Audit Reports.** If this Contract is funded in whole or in part with Commonwealth or federal funds, Provider must prepare and submit compliance audit reports to the Department as required under Applicable Law and any contracts pertinent to the Department's receipt of such funds.

7.7 **Program Records; Reporting Costs.**

- (a) **Reports Concerning Provider's Costs.** In addition to the financial and compliance audits, Provider shall (1) identify that part of its per diem rate or unit cost that is attributable to Services rendered; and (2) identify any unallowable costs, as defined by Applicable Law, this Contract, and the Contract Cost Principles.
 - (1) Providers of Title IV-E eligible services, regardless of their physical location, are required to provide complete, timely and accurate Title IV-E submissions.
 - a) Providers must secure approved Title IV-E rates for all eligible services as a condition of receiving full funding for Title IV-E services from DHS. If, after a reasonable

timeframe (as determined by DHS), Provider has failed to secure approved Title IV-E rates, DHS may retroactively decrease payable per diems to the prior year's city portion of such per diems. If no prior year Title IV-E per diem rate was established, DHS reserves the right to establish a temporary city share rate until Provider's Title IV-E package has been approved.

- b) Title IV-E rate packages must include rates for all Out-of-Home Placement services provided to DHS. If DHS's contracted rates are greater than the projected per diem included in the Title IV-E rate packages, DHS's contracted rates shall be reduced to the Title IV-E rates.
- (b) **Purchase Category.** In reporting financial, program or Service information, Provider shall reflect costs by purchase category for each Service rendered under this Contract.
- (c) **Unallowable Costs; Third-Party Funds.**
 - (1) In the calculation of unallowable costs under Title IV-E, this Contract, or the Contract Cost Principles, contributed Services are to be used to offset unallowable costs before computing the unreimbursed amount which Provider will report to the City.
 - (2) Unless otherwise required by the Department to obtain maximum reimbursement from any third-party source, Provider agrees that third-party funds received from a government funding source (which may be used to pay for costs incurred in providing a child welfare Service provided under this Contract) or third-party donor restricted funds (which may be held for a specific child welfare Service provided under this Contract), shall be credited in the following manner:
 - a) First against unallowable costs; then,
 - b) Against the difference between the Actual Allowable Costs incurred by Provider and the per diem cost paid by the City for the Service; then,
 - c) To reduce the payments otherwise required to be made by the City under this Contract, by applying the remaining funds to such costs on a percentage basis, calculated by dividing the cost for each Service under this Contract by the total cost of all Services provided under this Contract.

7.8 **Audits Pursuant to Section 6-400 of the Home Rule Charter.** Any Provider that is an Agency, as defined in Section 6-400 (Auditing Department) of the

Charter, shall permit the City Controller to audit its affairs as authorized in Section 6-400 during the Initial Term or any Additional Term. Under Section 6-400, an Agency is any entity that a) receives funds from the City; and either b) is created by, or whose board of directors is in whole or part appointed by, one or more City officials or bodies, or c) is organized pursuant to legal authority granted to it by City ordinance.

ARTICLE VIII: ASSIGNMENT

- 8.1 **Assignment by Provider.** Provider shall not assign this Contract, or any part of this Contract, or delegate performance of this Contract (other than to its own work forces), without obtaining the prior written consent of the Commissioner or Commissioner's designee. The decision whether to consent to an assignment, the timing of consent, if any, and conditions to such consent, if any, shall each be in the City's sole discretion. In the event Provider desires to assign payments under the Contract to a third party pursuant to a secured interest under the Uniform Commercial Code, the City must receive written statutory notice of the assignment which will remain in effect until the City receives written notice by Provider's assignee that the payment assignment has been released. Provider agrees to cooperate with the City in effectuating the direction of its payments to a third party which will include Provider's execution of a release in favor of the City in the form of a "Payment Directive." Any consent to the assignment of any monies to be paid under this Contract shall not relieve Provider from the faithful performance of any of its obligations under this Contract or change any of the terms and conditions of this Contract. Any purported assignment in violation of this Section shall be void and of no effect. The City's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the City to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 8.1, an assignment includes the acquisition of Provider, or a controlling interest therein, through a corporate or other merger, and the appointment of a receiver or bankruptcy trustee, and the transfer of this Contract or of Provider in any bankruptcy or other insolvency proceeding.
- 8.2 **Applicability to Event of Insolvency.** A receiver or trustee of or for Provider in any federal or state bankruptcy, insolvency or other proceedings concerning Provider shall comply with the requirements set forth in Section 8.1 (Assignment by Provider) above.
- 8.3 **Personal Services.** Provider acknowledges that the Services and Materials are the personal services of Provider and the City shall have no obligation to accept performance by a third party without the prior and express written consent of the Commissioner or Commissioner's designee.

**ARTICLE IX: INDEPENDENT CONTRACTOR; INDEMNIFICATION;
LITIGATION COOPERATION**

- 9.1 **Independent Contractor.** Provider is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Provider nor its agents, employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.
- 9.2 **Indemnification.** Provider shall indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any breach of this Contract, loss of data, data security breach, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).
- 9.3 **Litigation Cooperation.** If, at any time, the City becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Materials provided under this Contract, the resolution of which requires the services or cooperation of Provider, and Provider is not otherwise obligated to indemnify and defend the City pursuant to the provisions of Section 9.2 (Indemnification) above, Provider agrees to provide such services and to cooperate with the City in resolving such claim or litigation as Additional Services and Materials under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above and require any Subcontractors to abide to this Section 9.3.
- 9.4 **Notice of Claims.** If Provider receives notice of a legal claim against it in connection with this Contract, Provider shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, within ten (10) business days of receipt of notice of the claim, to the Commissioner.

ARTICLE X: INSURANCE

- 10.1 **Insurance Policies.** Unless otherwise approved by the City's Risk Management Division in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, or such greater amounts or additional coverages set forth elsewhere in the Contract, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to

do business on a direct basis in the Commonwealth or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City’s Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days’ prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. Coverage shall also include sexual abuse/molestation coverage. As outlined in Section 10.3 (Evidence of Insurance Coverage) below, Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

(a) **Workers’ Compensation and Employers’ Liability:**

- (1) Workers’ Compensation: Statutory Limits
- (2) Employers’ Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other states’ insurance including Pennsylvania.

(b) **General Liability Insurance:**

Limits of Liability:

- (1) For all Out-of-Home service categories, including, but not limited to, day treatment and day care centers: Two million dollars (\$2,000,000.00) per occurrence;
- (2) For all in-home service categories: One million dollars (\$1,000,000.00) per occurrence;

Coverage:

- (1) Premises operations;
- (2) Blanket contractual liability;
- (3) Personal injury liability;
- (4) Products and completed operations;
- (5) Independent contractors;

- (6) Employees and volunteers as additional insureds;
- (7) Cross liability;
- (8) Broad form property damage (including completed operations); and
- (9) Sexual abuse/molestation.

(c) **Automobile Liability Insurance:**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owned, non-owned, and hired vehicles.

(d) **Professional Liability Insurance:**

- (1) Health Care Providers subject to the Medical Care Availability and Reduction of Error (MCARE) Act, as amended:
 - a) Hospital and Nursing Homes including officers and employees: \$1,000,000 each occurrence, \$4,000,000 annual aggregate.
 - b) Individuals and Professional Corporations: \$1,000,000 each occurrence; \$3,000,000 annual aggregate.
- (2) All Health Care and Human Services Providers not subject to the MCARE Act, as amended: \$1,000,000 each occurrence; \$3,000,000 annual aggregate.
- (3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the Services.

10.2 **Self-Insurance.** Provider may self-insure any of the coverages required under this Contract only with the prior written approval of the Commissioner and the City’s Risk Manager. If Provider wants to self-insure any of the coverages listed above, it shall submit to the Commissioner and the City’s Risk Manager, prior to Provider’s commencement of Services or delivery of any Materials hereunder, a certified copy of Provider’s most recent audited financial statement and such other evidence of its qualifications to act as self-insurer (e.g., state approval) as the Commissioner or the City’s Risk Manager may request. If the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider’s

self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth or otherwise acceptable to the City. If at the time of commencement of any Term of this Contract, Provider self-insures its professional liability or workers' compensation and employers' liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Contract by Provider to the City, or to limit Provider's liability under this Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

- 10.3 **Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted, indicate that the City, its officers, employees and agents are named as additional insureds and that coverage is included for sexual abuse/molestation. The original certificates of insurance and a copy of Provider's current sexual abuse/molestation endorsement must be submitted to the City's Risk Manager at the following address:

The City of Philadelphia
Office of the Director of Finance
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1705).

A copy of the certificates of insurance shall be submitted to the Commissioner at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work begins and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Manager at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days' written notice to Provider.

- 10.4 **Fidelity Bond; Crime Insurance.** When required elsewhere in the Contract Documents, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Contract, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars (\$10,000) or (b) the amount specified elsewhere in the Contract Documents, covering Provider's

employees who have financial responsibilities related to the receipt and disbursement of funds under this Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) ten thousand dollars (\$10,000) or (b) the amount specified in the Provider Agreement. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services in conformity with the requirements of Section 10.3 (Evidence of Insurance Coverage) above.

ARTICLE XI: OWNERSHIP OF MATERIALS; PROPRIETARY INFORMATION; CONFIDENTIALITY

11.1 Ownership of Materials.

- (a) Subject to Applicable Law, all Materials shall be the sole and absolute property of the City and the City shall have title thereto and unrestricted use thereof. To the extent that any Materials relating to this Contract developed by or for Provider embody a copyrightable work, including, but not limited to, a “compilation,” as that term is used in 17 U.S.C. §101, as amended from time to time, the City and Provider agree that such copyrightable work(s) shall be considered as one or more “works made for hire” by Provider for the City, as that term is used in 17 U.S.C. §§101 and 201(b), as amended from time to time. To the extent that any Materials relating to this Contract developed by or for Provider embody one or more copyrightable works but are neither a “compilation” nor any other form of “work made for hire,” Provider hereby assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to the City. Provider shall cause all Materials developed or produced by Provider and any Subcontractor in connection with this Contract which embody a copyrightable work to bear the following designation: “© ___ The City of Philadelphia” [complete then current year in blank line].
- (b) Without limitation of the foregoing, and in order to ensure continuity of care, medical records may be retained in the custody and control of Provider. The City shall be allowed unlimited access to all medical records, and if copies are required they shall be made at Provider’s expense.
- (c) Provider shall make available to the City, upon the City’s request, a copy of any Materials prepared by or for Provider in performance of this Contract, at no cost to the City.
- (d) All computer programs, tapes and software developed under this Contract shall be compatible with specifications set by the Department.
- (e) Provider hereby grants, and shall require its Subcontractors to grant, to the City a royalty-free, nonexclusive and irrevocable right to publish, translate,

reproduce, deliver, perform and authorize others to do so, all studies, media, curricula, reports and other Materials not owned by the City under this Contract but which relate to the performance of the Services, Materials or this Contract; provided, however, that Provider shall not be required to grant such right to the City with respect to any Materials for which Provider would be liable to pay compensation to third parties because of such grant.

- (f) If federal or Commonwealth funds are used for the development of new software or for modifications of software, Provider hereby grants to the Commonwealth and the federal government a royalty-free, nonexclusive and irrevocable license. Said license shall include the rights to reproduce, publish, or otherwise use, and to authorize others to use for State and Federal Government purposes, including software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. Said license shall apply except when in the case that the software purchase is of proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public.

- 11.2 **Non-Disclosure and Destruction of Data.** Provider and its employees, agents, Subcontractors, suppliers, and any person or entity acting on its behalf (a) will maintain in strict confidence all City Data; (b) will not, without the City’s written permission, issue, divulge, disclose, publish, communicate, or distribute any City Data to any person or entity except as may be strictly necessary to perform under the Contract; (c) will not, without the City’s written permission, in any way use any City Data for their businesses, research, or other advantage or gain (except as may be strictly necessary to perform under the Contract), including, without limitation, any use of City Data in any presentation, demonstration, or proposal to perform work, to the City or to others, that may be conducted or created as part of their business activities or otherwise; and (d) except as required by Applicable Law, will immediately upon termination of the Contract return all City Data to the City, destroy any and all copies of any City Data that are in their possession, whether on paper or in electronic or other form and, if requested by the City in writing, will certify in writing that there has been full compliance with this Section 11.2. See also Section 15.9 (Terms and Conditions Relating to Protected Health Information).

ARTICLE XII: EVENTS OF DEFAULT

- 12.1 **Events of Default.** Each of the following shall be an Event of Default by Provider under this Contract:
- (a) Failure by Provider to comply with any provision of this Contract.
 - (b) Occurrence of an Event of Insolvency with respect to Provider.

- (c) Falseness, misleading omission, or inaccuracy of any warranty or representation of Provider contained in this Contract or in any other document submitted to the City by Provider.
- (d) Any act, omission, or misrepresentation that renders Provider ineligible for a City contract or renders the Contract voidable under Chapter 17-1400 of the Code.
- (e) Misappropriation by Provider or its officer, director, employee or agent of any funds provided under this Contract or failure by Provider to notify the City upon discovery of any misappropriation.
- (f) A violation of law that results in a guilty plea, a plea of *nolo contendere*, or conviction of a criminal offense by Provider, its officer, director, employee, or agent (1) directly or indirectly relating to this Contract or the Services or Materials provided under this Contract, whether or not such offense is ultimately adjudged to have occurred; or (2) which adversely affects the performance of this Contract.
- (g) Indictment of or other issuance of formal criminal charges against Provider, its officer, director, employee or agent (1) for any criminal offense or any other violation of Applicable Law directly relating to this Contract or Services or Materials, or (2) which adversely affects Provider's performance of this Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred.
- (h) Debarment or suspension of Provider or any agent, employee or Subcontractor of Provider under a federal, state or local law, rule or regulation.

12.2 **Notice and Cure.** The City agrees that the City will not exercise any right or remedy provided for in Section 13.1 (The City's Remedies) below because of any Event of Default unless the City shall have first given written notice of the Event of Default to Provider, and Provider, within a period of ten (10) days thereafter, or such additional cure period as the City may authorize, shall have failed to correct the Event of Default; provided, however, that no such notice from the City shall be required nor shall the City permit any period for cure if:

- (a) Provider has temporarily or permanently ceased providing Services and/or Materials.
- (b) The Event of Default creates an emergency which requires, as determined by the City in the City's sole discretion, immediate exercise of the City's rights or remedies.
- (c) The City has previously notified Provider in the preceding twelve (12) month period of any Event of Default under this Contract.

- (d) An Event of Default occurs as described in Sections 12.1(b), (c), (e), (f) or (h) above.
- (e) Provider has failed to obtain or maintain any insurance or bond required under this Contract.

Nothing contained in this Section 12.2 shall limit the City's rights under Article XIII (Remedies) below.

ARTICLE XIII: REMEDIES

13.1 The City's Remedies.

- (a) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 12.2 (Notice and Cure) above, then the City may, but shall not be obligated to, take any or all of the following actions without further notice to or demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:
 - (1) Perform (or cause a third party to perform) this Contract, in whole or in part, including, without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by the City. Provider shall be liable to the City for all sums paid by the City and all expenses incurred by the City (or a third party) pursuant to this Section 13.1, together with interest at the highest legal rate permitted in the Commonwealth thereon from the date the City or its agent incurs such costs. The City shall not in any event be liable for inconvenience, expense or other damage incurred by Provider by reason of the City's performance or paying such costs or expenses, and the obligations of Provider under this Contract shall not be altered or affected in any manner by the City's exercise of its rights under this Section 13.1.
 - (2) Withhold payment of, or offset against, any funds payable to or for the benefit of Provider.
 - (3) Collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of Provider.
 - (4) Exercise any other right the City has or may have at law, in equity, or under this Contract.
- (b) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 12.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without waiving or releasing Provider from any of its obligations under this Contract, terminate

or suspend this Contract in whole or in part, as set forth more fully in Article XIV (Transition, Termination and Suspension) below. In the event of partial termination or suspension, Provider shall continue the performance of this Contract to the extent not terminated or suspended.

- (c) The Services and Materials purchased from Provider are unique, personal in nature and not otherwise readily available. Accordingly, Provider acknowledges that, in addition to all other remedies to which the City is entitled, the City shall have the right, to the fullest extent permitted under Applicable Law, to enforce the terms of this Contract without limitation, by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of this Contract.

- 13.2 **Concurrent Pursuit of Remedies; No Waiver.** The City may exercise any or all remedies set forth in this Article XIII, each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Article XIII and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

ARTICLE XIV: TRANSITION, TERMINATION AND SUSPENSION

- 14.1 **Transition.** As provided for in Section 2.1 (Initial Term) above, this Contract shall not exceed the term period of one (1) year. However, the City shall have the right at any point, in either whole or in part, to transition the Services and Materials covered under this Contract to another provider or another contract with the same Provider. At least sixty (60) days' notice of the need to transition the Services and Materials covered under this Contract will be provided with a transition start date and transition end date.

- 14.2 **Termination or Suspension for Any Reason.** In addition to its rights under Articles VI (Compensation) and XIII (Remedies) above, the City shall have the right to terminate this Contract or suspend Provider's performance under this Contract at any time during the Term of this Contract, in whole or in part, for any stated reason, including, without limitation, the convenience of the City. The City shall give written notice to Provider of any full or partial termination or suspension, stating the reason(s) for its action, setting forth the effective date of the termination or suspension and describing any partial termination or suspension.

- 14.3 **Provider's Responsibilities Upon Transition, Termination or Suspension.**

- (a) Upon the City's service of a Transition Notice, Termination Notice or a Suspension Notice under any provision of this Contract, Provider and its agents, employees and Subcontractors, shall:

- (1) Take immediate action in an orderly manner to discontinue Services and Materials, and demobilize work forces to minimize the incurrence of costs; and
 - (2) Upon request by the City by notice to Provider, collect, assemble and transmit to the City all Materials in such state of completion as may exist as of the effective date of the transition, termination or suspension. All such Materials shall be clearly labeled and indexed to the satisfaction of the Commissioner and delivered to the Commissioner by Provider on or before the date set forth in the Transition Notice, Termination Notice or Suspension Notice for delivery of the Materials or, if no such date is set forth in the Transition Notice, Termination Notice or Suspension Notice, then before the effective date of termination or transition set forth in the Transition Notice, Termination Notice or Suspension Notice. Provider waives and releases any and all right to any retaining or charging liens or similar right or remedy in favor of Provider.
- (b) The City's transition, termination or suspension of this Contract shall not affect any obligations or liabilities of either Party accruing prior to the effective date of such transition, termination or suspension.
- (c) There shall be no liability, cost or penalty to the City for transition, termination or suspension of this Contract.

14.4 **Payment of Provider Upon Transition, Termination or Suspension.**

- (a) Upon transition, termination or suspension of this Contract by the City for an Event of Default, Provider shall be entitled to payment of such an amount, to be determined by the City and subject to audit, as shall compensate it for the work satisfactorily performed prior to the transition start date or termination date; provided, however, that:
- (1) Provider is not entitled to compensation for termination expenses or for anticipated profits, unabsorbed or underabsorbed overhead, or unperformed Services; and
 - (2) The City may deduct from any amount due and payable to Provider prior to the transition start date or termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of the City as may be incurred or result from such transition or termination for an Event of Default.

- (b) In the event of transition, termination or suspension of this Contract by the City for the City's convenience, Provider shall be paid such an amount as shall compensate Provider for the portion of the Services satisfactorily performed and Materials satisfactorily delivered prior to the date of transition, termination or suspension. The City shall not pay Provider any amount for Provider's transition, termination or suspension expenses or anticipated profits, unabsorbed or underabsorbed overhead or unperformed Services and Materials not satisfactorily delivered.
- (c) In no event shall Provider be entitled to payment beyond the maximum amounts set forth elsewhere in the Contract.

14.5 **Special Suspension Rules.**

- (a) Suspension after an Event of Default, or pending investigatory or criminal proceedings concerning an event that would constitute an Event of Default if resolved contrary to the interests of Provider or a Person for which Provider may be responsible, shall not constitute a waiver or release of any liability of Provider for such Event of Default or any of the City's damages or other remedies arising out of such Event of Default; nor shall such suspension be deemed an election of remedies in derogation of any other remedy.
- (b) Provider acknowledges that the City shall have the right, in its sole discretion, to suspend Provider's performance in the event City Council or the Commonwealth does not appropriate funds enabling payment for the performance of this Contract.
- (c) If the City issues a Suspension Notice to Provider, such suspension shall continue from the effective date specified in the Suspension Notice until a date specified in the Suspension Notice which shall be not more than one hundred eighty (180) days after the effective date (the "Suspension Period"). On or prior to the expiration of the Suspension Period, the City shall either terminate this Contract by giving a Termination Notice pursuant to Section 14.2 (Termination or Suspension for Any Reason) above; or issue a new Suspension Notice; or by notice to Provider, instruct Provider to resume the delivery of Services and Materials pursuant to this Contract upon the expiration of the Suspension Period. The City may exercise its right to amend the Contract to add an Additional Term without waiving the suspension; but in the absence of the City's notice of intent to enter into such amendment, Provider shall terminate Services and Materials at the end of the Term even if the Suspension Period has not yet expired.
- (d) After issuing a Suspension Notice, the City shall pay any invoices submitted by Provider for Services rendered prior to the commencement of the Suspension Period or otherwise payable by the City to Provider under this Contract, subject to all the City's rights and remedies against Provider,

including, but not limited to, its rights of set off and its right to review and accept Services and Materials prior to payment thereof.

ARTICLE XV: ADDITIONAL REPRESENTATIONS AND COVENANTS OF PROVIDER RELATING TO CERTAIN APPLICABLE LAWS

In addition to the representations, warranties and covenants made by Provider in Article IV (Provider's Representations and Warranties) above and elsewhere in the General Provisions and the other Contract Documents, Provider further represents, warrants and covenants that, to the extent of their applicability to Provider, Provider is in compliance with the laws, ordinances, regulations and executive orders described below. By executing this Contract, Provider thereby certifies to such compliance. Provider further certifies that the representations, warranties and covenants provided pursuant to this Article XV shall continue to remain true throughout the Term of this Contract and for any other period of time required by such laws. *False statements to the City in or in connection with this Contract, in or pursuant to any representation or covenant made in this Article XV or otherwise, are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, which may include fines and imprisonment.* In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate. The provisions of this Article XV are not intended to limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all Applicable Law.

15.1 **Non-Discrimination; Fair Practices.** In performing this Contract, Provider must comply with the terms of the Charter and the Fair Practices Ordinance (Chapter 9-1100 of the Code), as they may be amended from time to time. In addition, to the extent those provisions do not explicitly prohibit or cover certain types of discriminatory conduct, in performing this Contract, Provider has broader obligation under this Contract. In connection with providing any service or fulfilling any duty under this Contract, including selecting and engaging any Subcontractor, Provider shall not discriminate or permit discrimination against any individual on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information; domestic or sexual violence victim status; or Acquired Immune Deficiency Syndrome ("AIDS") status. In the event of any breach of this Section 15.1, the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

15.2 **Chapter 17-400 of The Philadelphia Code: Exclusionary Private Organizations.**

(a) In accordance with Chapter 17-400 of the Code, Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or

constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the applicability of Articles XII (Events of Default) and XIII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

- (b) Provider agrees to cooperate with the Commission on Human Relations of the City (the “Commission”) in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Code. Provider’s failure to so cooperate shall constitute, without limiting the applicability of Articles XII (Events of Default) and XIII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

15.3 **Antidiscrimination and Equal Opportunity in Contracting.** The City, acting through its Office of Economic Opportunity (“OEO”), works to ensure that all businesses desiring to do business with the City have an equal opportunity to compete under the City’s procurement process free from unlawful discrimination. In furtherance of this goal, the City will track the participation of small and local businesses at all tiers of City contracting. In accordance with City requirements and all Applicable Law, Provider agrees to comply with the City’s requirements for the collection, retention, and reporting of data relating to contracting at any tier, including Subcontracts.

- (a) Nothing in this Section shall be interpreted as (i) imposing mandatory quotas or percentages tied to protected group status, (ii) limiting the City's ability to periodically review, amend, or update its contracting policies consistent with Applicable Law and evolving policy objectives, or (iii) limiting the City’s ability to issue additional guidance on the collection, retention, and reporting of contracting data pursuant to this Section.
- (b) Provider agrees that the City may, in its sole discretion, conduct periodic reviews to monitor Provider’s compliance with the collection of data relating to contracting at any tier, including Subcontracts.
- (c) Provider agrees that in the event the City determines that Provider has failed to comply with any of the requirements of this Section, the City may exercise any rights and remedies it may have under this Contract which includes withholding payment, suspension or termination.
- (d) The City has no direct contractual relationship with any Subcontractor, and this Contract does not give any Subcontractor any legal rights or remedies pursuant to this Section except the rights or remedies such Subcontractor

may be entitled to under its contract with Provider. The remedies outlined in this Contract are for the City's benefit only. The failure of the City to enforce or the indulgence of any non-compliance with this Section shall not constitute a waiver of the City's rights nor give rise to actions by any third parties, including Subcontractors.

- (e) Provider hereby verifies that all information submitted to the City in connection with this Section is true and correct and is notified that the submission of false information is subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities, which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two (2) years.

15.4 **Federal Laws.** Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

15.5 **Americans with Disabilities Act.** Provider understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from providing Services or Materials under this Contract. By executing and delivering this Contract, Provider covenants to comply with all provisions of the Americans with Disabilities Act (42 U.S.C. §§ 12101-12213) (the "ADA"), and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, Services, Materials, activities, facilities and programs provided in connection with this Contract; (c) to the City or the Commonwealth; (d) to the benefits, services, activities, facilities and programs of the City or the Commonwealth; and (e) if any funds under this Contract are provided by the federal government, to federal funds, benefits, services, activities, facilities and programs applicable to this Contract. Without limiting the applicability of the preceding sentence, Provider shall comply with the "General Prohibitions Against Discrimination" (28 C.F.R. Part 35.130).

15.6 **Northern Ireland.**

- (a) In accordance with Section 17-104 of the Code, Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) (1) confirms that it does not have, and agrees that it will not have at any time during the Term of this Contract, any investments, licenses, franchises, management agreements or operations in Northern Ireland; and (2) agrees that no product to be provided to the City under this Contract will

originate in Northern Ireland, unless Provider has implemented the fair employment principles embodied in the MacBride Principles.

- (b) In the performance of this Contract, Provider agrees that it will not use any suppliers, Subcontractors or subconsultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland; or (2) who will provide products originating in Northern Ireland unless said supplier, Subcontractor or subconsultant has implemented the fair employment principles embodied in the MacBride Principles.
- (c) Provider agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of the Code. Provider expressly understands and agrees that any false certification or representation in connection with this Section 15.6 and any failure to comply with the provisions of this Section 15.6 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law, including, but not limited to, Section 17-104 of the Code, or in equity.

- 15.7 **Limited English Proficiency.** Provider understands and agrees that no individual who is limited in English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Provider shall comply with all provisions of Title VI of the Civil Rights Act of 1964, Executive Order No. 12250 of the President of the United States, Mayor's Executive Order No. 04-01, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, services, activities and programs provided in connection with this Contract; (c) to the City, or the Commonwealth; and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Provider shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors. If Provider will have any public-facing interactions under this Contract, Provider agrees to complete, on a yearly basis, the Annual Report Worksheet for Contractors and Grantees, to be provided by the Department.

15.8 **Business, Corporate and Slavery Era Insurance Disclosure.**

- (a) In accordance with Section 17-104(2) of the Code, Provider shall complete an affidavit certifying and representing that Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) has searched any and all records of Provider or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.
- (b) Provider expressly understands and agrees that any false certification or representation in connection with this Section 15.8 and/or any failure to comply with the provisions of this Section 15.8 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law, including, but not limited to, Section 17-104 of the Code, or in equity and the Contract will be deemed voidable.

15.9 **Terms and Conditions Relating to Protected Health Information.**

- (a) The City is a “hybrid entity” as defined in 45 CFR §164.103 and has designated certain portions of the City as “Covered Units” that perform covered functions and are subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). The Covered Units are listed on the City’s website (<http://www.phila.gov/privacypolicy/>). The City may, at any time, modify its list of Covered Units without providing notice outside of the website. Other parts of the City may also be subject to HIPAA to the extent they provide services to a Covered Unit or another covered entity involving the creation, receipt, maintenance, or transmission of protected health information.
- (b) To meet its obligations under HIPAA, the City requires its business associates to agree to the Terms and Conditions Relating to Protected Health Information (“City PHI Terms”) posted on the “About” tab on eContract Philly, <https://philawx.phila.gov/econtract/>. The City PHI Terms are hereby incorporated in this Section as if fully set forth herein.
- (c) Provider is subject to, and shall comply with, the City PHI Terms if: (i) the Contract contains language affirming that Provider is subject to the City PHI Terms or that Provider is the City’s business associate; or (ii) Provider, directly or through an agent or Subcontractor, performs functions or provides services that make it the City’s “business associate” as defined in 45 CFR § 160.103 (regardless of whether the Contract expressly affirms such relationship).

15.10 **Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard.**

(a) If Provider or any Subcontractor at any tier is an Employer subject to the requirements of Chapter 17-1300 of the Code, as that term is defined in Section 17-1302 and described in Section 17-1303 of the Code, then, absent a waiver, during the Initial Term and any Additional Term, in addition to any applicable state and federal requirements, it shall provide and cause any subcontractors at any tier that are also Employers to provide their respective covered Employees, as that term is defined in Section 17-1302 of the Code, with at least the minimum wage standard and minimum benefits standard and notice thereof, as required under Applicable Law. A summary of the current requirement is as follows:

(1) Term of Contract and Effective Date of Minimum Wage Rates.

- a) For contracts with a term of one year or less, the rate applicable on the effective date of the contract is the rate for the entire term of the contract.
- b) For renewals and amendments with a term of one year or less, the rate applicable on the effective date of the renewal or amendment is the rate for work performed during the term of the renewal or amendment and remains the rate throughout the term of the renewal or amendment.
- c) For contracts, renewals and amendments with a term longer than one year, the applicable rate on the effective date of the contract shall apply until the next June 30. On the next July 1, the new rate effective on that July 1 date shall apply during the period from July 1 through the following June 30. Each July 1, the rate may increase. Minimum Wage Rates. Absent a waiver, an Employer subject to Chapter 17-1300 shall pay each Employee an hourly wage, excluding benefits, equal to:

Effective Date between July 1, 2022, and June 30, 2023, \$15.00;
and

Effective Date starting July 1, 2023, and thereafter, \$15.00 multiplied by the CPI Multiplier, provided that the minimum wage shall not be less than the previous year's minimum wage. The CPI Multiplier is calculated annually, effective July 1, by the City's Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers All Items Index for Philadelphia, Pennsylvania ("CPI-U"), by the most recently published CPI-U as of July 1, 2022. The current minimum hourly wage applicable to City contractors and subcontractors is posted on the City's website (at <https://philawx.phila.gov/econtract/> at the bottom of the page).

- (3) Minimum Benefits. Absent a waiver, if the Employer is subject to Chapter 17-1300, to the extent the employer provides health benefits to any of its employees, the Employer shall provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer. The Employer shall also provide to each covered Employee at least the minimum number of earned sick leave days required by Section 17-1305(2) of the Code.
- (b) Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall promptly provide to the City all documents and information as the City may require verifying its compliance and that of all covered Employers providing Services under the Contract with the requirements of Chapter 17-1300. Each covered Employer shall notify each affected Employee what wages and benefits are required to be paid pursuant to Chapter 17-1300.
- (c) Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall take such steps as are necessary to notify its covered Subcontractors of the requirements of this Section 15.10 and to cause such covered Subcontractors to notify lower-tier covered subcontractors of these requirements, including, without limitation, by incorporating this Section 15.10, with appropriate adjustments for the identity of the parties, in its Subcontracts with such covered Subcontractors.
- (d) A Provider or Subcontractor at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and a hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Contract.
- (e) Without limiting the applicability of Articles XII (Events of Default) and XIII (Remedies) above, the failure of a Provider or Subcontractor at any tier subject to Chapter 17-1300 to comply with these provisions shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.
- (f) Provider's covered Employees shall be deemed third-party beneficiaries of Provider's representation, warranty, and covenant to the City under this Section 15.10 only, and the covered Employees of a Subcontractor at any tier that is also a covered Employer performing Services directly or indirectly under a Subcontract at any tier shall be deemed third-party beneficiaries of their Employer's representation, warranty, and covenant to

Provider or such Subcontractors at any tier, as the case may be, under this Section 15.10.

- (g) The City may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code.

15.11 **Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures.**

- (a) Provider confirms on behalf of itself and its Subcontractor(s) that no contribution(s) have been made, and agrees that none shall be made during the Term of this Contract by Provider, any Subcontractor, or any party from which a contribution can be attributed to Provider or Subcontractor, that would render Provider or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Sections 17-1404(1) and 17-1405 of the Code; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an Event of Default and render the Contract voidable at the City's option, and shall make Provider liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to Provider allowed under the Contract, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Section 15.11, each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Section 15.11, and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.
- (b) Provider shall, during the Initial Term of the Contract, any Additional Term, and for one year thereafter, disclose any contribution of money or in-kind assistance that Provider, or any Consultant utilized by Provider in connection with this Contract, has made, or any individual or entity has made if such contributions can be attributed to Provider, or such Consultant pursuant to the attribution rules of Section 17-1405 of the Code, during such time period to a candidate for nomination or election to any elective City office or to an individual who holds such office, or to any political committee or party in the City, or to any group, committee or association organized in support of any such candidate, office holder, political committee or party, and the date and amount of such contribution.
 - (1) It shall not be a violation of this Section 15.11(b) if Provider fails to disclose a contribution made by a Consultant because Provider was unable to obtain such information from the Consultant, provided

Provider demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

- a) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for the Contract, and before the Consultant communicated with a City department or office, official or employee on behalf of Provider;
 - b) Including in such agreement a provision requiring the Consultant to provide Provider in a timely manner with all information required to be disclosed under the provisions of Chapter 17-1400 of the Code, and providing, in effect, that the agreement will be terminated by Provider if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of Provider as of the date of such termination;
 - c) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit Provider to comply with the provisions of Chapter 17-1400 of the Code; and
 - d) Invoking the termination provisions of the written agreement in a full and timely manner.
- (c) Provider shall, during the Initial Term of the Contract, any Additional Term, and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked Provider, any officer, director or management employee of Provider, or any Person representing Provider, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401 of the Code) to any Person, and any payment of money, provision of services, or any other thing of value (other than such a Contribution) given to any Person in response to any such request. Provider shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.
- (d) Provider shall, during the Initial Term, and any Additional Term, of the Contract, disclose the name and title of each City officer or employee who directly or indirectly advised Provider, any officer, director or management employee of Provider, or any Person representing Provider that a particular Person could be used by Provider to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises. Provider shall also disclose the date the

advice was provided, and the name of such particular Person.

- (e) The disclosures required by Sections 15.11(b), (c) and (d) shall be made utilizing the online disclosure update process through Provider's eContract Philly account which can be accessed on the City's website at <https://philawx.phila.gov/econtract/>. Such disclosures shall be timely made before the statutory deadline for the reporting period in which any disclosable event occurred. The disclosure reporting schedule is set forth in Section 17-1402(1)(e)(.5) of the Code. In the case of updates to political contributions made by Provider required by Section 15.11(b) above, the attribution rules of Section 17-1405 of the Code shall apply to determine what contributions must be disclosed under this provision as contributions of Provider or of a Consultant. Provider is advised that any individual who submits an update on eContract Philly must be an authorized signatory of Provider, authorized to make the required updated disclosures.
- (f) Reports generated automatically by the online process for the updated disclosures required by Sections 15.11(b), (c) and (d) will be automatically forwarded to the President and Chief Clerk of Council, and to the Mayor, Director of Finance, Procurement Department, and the Department of Records.
- (g) Provider represents and covenants that the Provider's disclosures required by Section 17-1402(1)(b) of the Code contain no material misstatements or omissions. Breach of this representation and covenant shall render the contract voidable at the City's option and shall subject the Provider to liquidated damages to the City in the amount of ten percent (10%) of the total value of the payments to be made to Provider under the Contract. For contracts valued above the formal bidding threshold applicable under Section 17-1406(5)(a) or (b) of the Code, material misstatements or omissions in disclosures pursuant to 17-1402(1)(b)(.4) shall not constitute a breach of this representation and covenant unless Provider has made a material misstatement or omission of such disclosures in at least one additional City contract.

15.12 **Gifts.** Provider (including for purposes of this Section 15.12 its principals, officers, employees, and Subcontractors) shall comply with all Applicable Law restricting gifts to City officers and employees, including but not limited to 65 Pa. C.S. § 1103, Section 20-604 of the Code, and Executive Order 10-16 or any successor. Specifically:

- (a) Pursuant to Executive Order 10-16, Provider shall not offer, make, or render any payment, subscription, advance, forbearance, rendering or deposit of money, services, entertainment, invitation, food, drink, travel, lodging or anything of value to any City officer or employee, unless consideration of

equal or greater value is received, from any person who, at the time or within twelve (12) months preceding the time such a gift is received:

- (1) Is seeking, or has sought, official action from the officer or employee;
 - (2) Has operations or activities regulated by the officer's or employee's agency, department, office, board or commission, or, in the case of gifts to members of the Mayor's Cabinet, has operations or activities that are regulated by any agency, department, office, board or commission within the Executive and Administrative branch; or
 - (3) Has a financial or other substantial interest in acts or omissions taken by the officer or employee, which the officer or employee could substantially affect by official action.
- (b) Additionally, Provider shall not permit any person that engages in lobbying on behalf of Provider for economic consideration, and is registered as such, pursuant to the requirements of Section 20-1202 of the Code or any other Applicable Law, including any attorney-at-law while engaged in lobbying, to offer or give a gift of any value to any City officer or employee.
- (c) Provider understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of Executive Order 10-16 or any other Applicable Law, Provider shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.
- (d) If solicited for gifts or gratuities by City officials or employees, Provider must report each such incident to the appropriate authorities, including, but not limited to, the City's Board of Ethics and Office of the Inspector General. All City employees offered gifts or gratuities in violation of Executive Order 10-16 must also report the gifts or offers to the appropriate authorities. Properly documented gifts to the City itself may be permissible as outlined in Section 7 of Executive Order 10-16.

15.13 Chapter 17-1900 of The Philadelphia Code: Equal Benefits Ordinance.

- (a) Unless Provider is a government agency, this is a "Service Contract" as that term is defined in Section 17-1901(4) of the Code. If the Service Contract is in an amount in excess of \$250,000, then pursuant to Chapter 17-1900 of the Code, Provider shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Section 19-1502(1)(b) of the Code, extend the same

employment benefits that Provider extends to spouses of its employees to life partners of such employees. Provider certifies that (a) it is in compliance with the requirements of Chapter 17-1900; (b) its employees have been notified of the employment benefits available to life partners pursuant to Chapter 17-1900; and (c) such employment benefits are currently, or will be made available within the time required by Section 17-1902(2), or that Provider does not provide employment benefits to the spouses of married employees.

- (b) Provider acknowledges and agrees that the following terms are included in this Contract:
 - (1) Provider shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900 of the Code.
 - (2) Noncompliance by Provider with the requirements of Chapter 17-1900 of the Code shall be a material breach of this Contract.
 - (3) Discrimination or retaliation by Provider against any employee on account of having claimed a violation of Chapter 17-1900 of the Code shall be a material breach of this Contract.
 - (4) In addition to any other rights and remedies available to the City pursuant to this Contract at law or in equity, a material breach of this Contract related to Chapter 17-1900 of the Code may result in the suspension or debarment of Provider from participating in City contracts for up to three (3) years.
- (c) An overview offering guidance on the applicability of, and requirements placed on City contractors by Chapter 17-1900 of the Code is available on the City's website (at <https://philawx.phila.gov/econtract/> under the "About" link) (see "Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors").

15.14 **Appropriations Act.** If this Contract is funded in whole or part by federal grant funding appropriated by the Health Resources and Services Administration (HRSA), Provider shall comply with the Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019, Division B, Pub. L. 115-245, as may be amended from time to time, which, among other things, restricts the use of federal grant funds for abortions and health benefits coverage that includes coverage of abortion.

ARTICLE XVI: MISCELLANEOUS

- 16.1 **Governing Law.** This Contract shall be deemed to have been made in Philadelphia, Pennsylvania. This Contract and all disputes arising under this Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth, without giving effect to principles of Pennsylvania law concerning conflicts of laws.
- 16.2 **Amendments; Waiver.** Except as provided in Section 6.9 (Maximum Daily Rate, Days of Care or Units of Service (or combination thereof)) above, this Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties. Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of this Contract shall be deemed: (a) to be a waiver by that Party of any other provision in this Contract; (b) to be a waiver by that Party of any breach by the other Party of its obligations under this Contract; or (c) a course of conduct, dealing or performance with respect to any other matter arising hereunder. Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.
- 16.3 **Integration.** The Contract Documents forming this Contract, including the Provider Agreement and the General Provisions and the exhibits incorporated by reference therein, contain all the terms and conditions agreed upon by the Parties, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties (except to the extent specifically set forth herein). No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any Party or to vary any of the terms contained in this Contract.
- 16.4 **No Joint Venture.** The Parties do not intend to create, and nothing contained in this Contract shall be construed as creating, a joint venture arrangement or partnership between the City and Provider with respect to the Services or the Materials.
- 16.5 **No Third-Party Beneficiaries.** With the exception of the remedy provided to third-party beneficiaries by Section 15.10(f) above, nothing in this Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any rights, remedies, or other benefits, including, but not limited to, third-party beneficiary rights, under or by reason of this Contract. This Contract shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of this Contract.

- 16.6 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- 16.7 **Severability and Partial Invalidity.** The provisions of this Contract shall be severable. If any provision of this Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Contract and the application of such provision to Persons, or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 16.8 **Survival.** Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract, including, without limitation: Provider's representations, warranties and covenants set forth in Article IV (Provider's Representations and Warranties) above; audit, inspection and record retention requirements set forth in Article VII (Audits; Inspection Rights; Records) above; Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents as set forth in Section 9.2 (Indemnification) above; the Parties' rights and obligations set forth in Article XI (Ownership of Materials; Proprietary Information; Confidentiality) above; and Provider's continuing obligations related to Section 15.11 (Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures) above.
- 16.9 **Determination of Disputes.** Any dispute arising between the City and Provider under or with respect to either Party's covenants, obligations, powers, rights or duties under this Contract shall be submitted to and decided by the Commissioner or Commissioner's designee. The Commissioner or Commissioner's designee shall render and reduce to writing the decision, and furnish a copy to Provider by notice under this Contract. In connection with any dispute under this Contract, the Commissioner shall offer Provider an opportunity to offer evidence in support of its position concerning the subject matter of the dispute. This Section 16.9 shall not be construed to limit the benefit to the City of Articles XII (Events of Default) or XIII (Remedies) above.
- 16.10 **Interpretation; Order of Precedence.** In the event of a conflict or inconsistency between the terms of the Contract Documents, the terms of the General Provisions shall govern, followed by the terms of the Provider Agreement, and lastly by any exhibit, attachment, or other document incorporated by reference into the Contract. The foregoing notwithstanding, the Provider Agreement or an Amendment may expressly supersede, create exception to, or otherwise modify the General Provisions by specific reference thereto in the Provider Agreement, an Amendment, or an exhibit to either specifically labeled for such purpose.

- 16.11 **Headings.** The titles, captions or headings of Articles, Sections and Exhibits or schedules in this Contract are inserted for convenience of reference only; do not in any way define, limit, describe or amplify the provisions of this Contract or the scope or intent of the provisions, and are not a part of this Contract.
- 16.12 **Statutes and Other Citations.** All statutory or other citations of law referenced in the Contract shall refer to the statute or citation referenced, as it may be amended or superseded from time to time.
- 16.13 **Days.** Any references to a number of days in this Contract shall mean calendar days unless this Contract specifies business days.
- 16.14 **Forum Selection Clause; Consent to Jurisdiction.** The Parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The Parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 5.1 (Notice) of the Provider Agreement.
- 16.15 **Waiver of Jury Trial.** Provider hereby waives trial by jury in any legal proceeding in which the City is a party and which involves, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship created or evidenced hereby. This provision is a material consideration upon which the City relied in entering into this Contract.
- 16.16 **Notices.** All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service); (c) on the date confirmed for delivery by electronic mail if delivered by electronic mail during business hours, otherwise at the beginning of the next business day; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case, notices shall be sent to the addresses set forth in the section of the Provider Agreement entitled "Notice," or to the address set forth in an Amendment, or to such other address as either Party may specify to the other by a notice complying with the terms of this Section 16.16.

16.17 **E-signatures**. DHS is increasing its administrative efficiency through the use of electronic signature technology.

- (a) **Technology Changes**. As updates become necessary, the Department will continue to notify providers of technology requirement changes through the use of the Provider Extranet and/or any other established means of communication identified by the Department.
- (b) **Electronic Submissions**. Submission of electronic invoices and documents shall be considered binding and have the full and same effect as a signed paper submission. By submitting an invoice or document electronically Provider certifies that the information in that invoice or document is true and correct to the best of Provider's knowledge, information, and belief, and that the submission constitutes Provider's signature and certification as if it were physically written.
- (c) **Breach**. Failure to comply with any DHS e-signature technology requirements (including, but not limited to the use of www.phila.gov/contracts and eContract Philly) may result in a financial penalty and/or a finding that an Event of Default has occurred.