

Allegheny County
Department of Human Services
Request for Proposals Q&A
Information Technology Support and Professional Services

February 22, 2017

147) Are the ad hoc reports requested through Service Request within the IT Service Management tool?

Yes, we plan to use our ITSM tool to track the reports.

146) How are the relationships between the applications, critical attributes, interfaces and dependent infrastructure maintained?

This question is unclear; we do not have enough context to answer.

145) Please clarify “maintain a history and audit trail of all changes made to data.” Where should this be maintained – in the target system, source system, or both?

We track audits in the source system.

144) What is the security support SLA matrix? What is the size of the current team? What is the helpdesk tool used for ticketing? Is ticketing tool integrated with the IDM system? Please provide breakdown of ticket levels? What maintenance activities are part of support?

We have addressed the relevant/applicable parts of this question in our responses below.

143) We understand that the vendor needs to take care of HIPAA compliance. Please provide more insight as to HIPAA related activities.

We do not have details to share about this work at this time.

142) We understand that County is currently using the IBM Security AppScan Source and Standard for application security assessment (static and dynamic assessment), please let us know whether the vendor can leverage the existing tool for application security assessment periodically.

Yes, the Successful Proposer(s) can leverage this product.

141) We understand that County is currently using the Oracle Advance Security product for Data Encryption, if yes, please provide details.

This is incorrect; we have an in-house developed tool for data masking.

140) We understand that you are currently using the Oracle Advance Security produce for data encryption. Please provide product version, how many DBs are in scope, whether encryption for data at rest or transit is covered, any additional information.

We use Oracle 12.0.0.2. We do data encryption at rest and transit.

139) What are the types of communication channels that are used? It is mentioned that vendor should provide support in protecting communications to ensure integrity, availability and confidentiality.

This is part of security efforts; please see Question 138 below.

138) It is mentioned that the vendor needs to assist with security remediation efforts. Please elaborate on the type of remediation activities.

We cannot share detailed information at this time, but will work with the Successful Proposer(s) to clarify expectations.

137) Has the County undergone any recent HIPAA assessments or security audits? If yes, are there any specific security vulnerabilities that were found as part of the IAM infrastructure/design?

It would violate our security policy to share this information.

136) Please confirm the list of environments that are HA enabled for Identity Management, Access Management and Access Governance set up.

We are in the early stages of this project and do not have details to share at this time.

135) What is the high-level roadmap/timeline for ongoing IAM projects?

Not applicable to this RFP.

134) What is the list of IAM projects that are currently on-going? Please provide the details of technology used for these projects as well.

The next project is access resertification with the DHS providers

133) Please confirm the scope of IAM services for this RFP.

None; this is not applicable to this RFP.

132) We understand the state is looking to leverage existing COPA Access Governance as well. Is this already in production for the State DHS users/ system?

This is not applicable to this RFP.

131) We understand that the state is looking to leverage their existing IAM platform for IAM functions. Please provide details.

We will be using State process to register the clients. State has been using IAM for few years now.

130) Is there a knowledge repository that can be leveraged by the vendor?

Yes, based on the ticket closure we create the knowledge repository using the ITSM software

129) For each application, what is the level of documentation available?

All documentation will be shared with Successful Proposer(s) after selection.

128) What is the future roadmap for in-scope applications? Are there new initiatives being planned? Will any current apps be retired?

We have an internal plan that will be shared with Successful Proposer(s) once selection is made.

127) List the top 3 challenges faced by your organization in app support and maintenance.

This will be provided to the Successful Proposer(s) once we have stats from the new system.

126) Describe the change management process.

A new process will be implemented with the release of Easy Vista.

125) Describe the problem management process in your organization.

A new process will be implemented with the release of Easy Vista.

124) For each ticket category, what is the average effort spent?

This will be provided to the Successful Proposer(s) once we have it from the new system.

123) For each application, what is the current backlog count of tickets?

This will be provided to the Successful Proposer(s) once we have it from the new system.

122) Does your ticket count vary significantly from month to month or day to day?

Most variation comes with new releases.

121) For each application, provide monthly ticket summaries for at least 6 months.

This will be provided to the Successful Proposer(s) once we have it from the new system.

120) List any in-scope activities that are not being tracked in the ticketing system?

The only activities are to track the ticket and update with resolution.

119) What is the service management tool currently used?

We plan to go live in March 2017 with our new system Easy Vista

118) Is 24/ support required for all tickets and all products?

No, only for a few applications.

117) Is Global support model acceptable?

Yes, any vendors will have to sign contracts with DHS.

116) For each application, what are the service requirements? Support window, SLA levels and geographies?

Support is only Pittsburgh area and all DHS departments. For a couple of application we will have 24/7 support

115) What is the effort-cap for minor/major enhancements that are in support scope?

Depends on the complexity of the report

114) Are there any seasonal processes? Monthly, quarterly, year-end? What are the run-time windows?

Yes, we have quarterly reports due to State and Federal governments. They are usually run during the nightly process.

113) List the environments for which support is required.

We have prod,UAT,TRAIN,SIT, DEV environments

112) Please list the applications with regulatory requirements (like SOX, GxP, etc.).

This is not relevant to this RFP.

111) Please provide the in-scope application inventory for IT support along with technology stack, complexity, business criticality, in-house/off-the-shelf and landscape diagram, architecture diagrams.

We cannot provide any of this information at this time. Knowledge transfer documentation will be provided to the Successful Proposer(s) after selection.

110) Is there any application backup and restore procedure in place? Is there any data archiving in place?

Daily backup, no archiving.

109) Please brief the security infrastructure in place for reporting environment for user authentication and authorization.

This information will be provided to Successful Proposer(s) after selection has been made.

108) What are the number of users for reports? What are the different groups of consumers/users? What are the different roles?

This information will be provided to Successful Proposer(s) after selection has been made.

107) Please provide the documentation details maintained for current reporting application.

Necessary documentation will be provided to Successful Proposer(s) after selection has been made.

106) Is the subject area specific data under the organization domain harmonized and cleansed? Is there a different reporting layer created and used with respect to different geography? Is the data used standardized?

This question is not clear and does not seem to apply to our processes.

105) What are the different reporting environments used (prod, UAT, Test, Dev)? What is the reporting tool used and the version of it. Please provide the server configuration. Is the application server in a centralized location or local for multi geo apps?

We use the same version thru all environments. We have prod,UAT,TRAIN,SIT, DEV environments. We cannot share server configuration at this time.

104) Is there any report specific semantic layer (e.g. Cognos Framework or BO universe) available before the reports are generated or are reports generated on the fly through SQL queries on top of database? Are subject area specific data marts available?

Cognos framework is used to generate reports.

103) What are the subject areas covered in the reporting? Please provide number of reports by subject area.

This question is not clear. We use reports across program areas and applications.

102) Please provide technology-wise counts (Cognos, Tableau) of the following reports: Application Reports, Adhoc Reports, Dashboard Reports.

Application and Adhoc reports are done in Cognos; dashboards in Tableau

101) Do you have the requirement for executive dashboards? In what tool will the dashboards be developed?

All dashboards are developed in Tableau and all reports are developed in Cognos

100) Do you have any expectation on data latency and performance?

We use SQL performance monitor tool to measure report performance.

99) Has the hardware capacity planning been done for existing Cognos environments?

Yes

98) Are there any downstream applications that consume the data from the reports?

None as of today.

97) What is the expected output format for the reports being done on Data Warehouse or data marts (PDF/Excel/CSV/HTML)?

Usually .pdf and Excel

96) Do you have bursting requirements for the reports?

Yes.

95) Should we have to consider all the 7 categories mentioned in the RFP in scope for documentation? Is there existing documentation? Please confirm if we should consider all of the existing systems in scope from a documentation perspective.

You should consider documentation for the categories for which you plan to apply. This applies to existing systems as well. We will provide necessary documentation to the Successful Proposer(s) after selection has been made.

February 17, 2017

94) Will we have access to the decision makers or leadership team in your organization?

Yes.

93) Will you be selecting only one vendor or multiple vendors with expertise in certain IT areas?

Please see questions 6, 11, 19, 31 and 39 below.

92) What is the overall benefit of the RFP?

Please review Section 1 of the RFP, "Why We Are Issuing This RFP."

91) Are there any organizational obstacles or government obstacles to implementing our recommendations once awarded the RFP?

Please review Section 6 of the RFP, "Contract Requirements for Successful Proposers."

90) Is there a list of open positions currently? What types of immediate consultants would need to be sourced as we begin?

Please review the existing statement of work, part of the contract attached to this document as Appendix A.

89) How many other firms are competing for this RFP?

We have no way of knowing until the Proposal submission deadline passes.

88) Should we review or speak with previous vendors who were awarded this RFP in the past?

The current contract and most recent amendment, as well as the previous RFP that led to this contract are attached to this document as appendices for your review.

87) What issues are of concern about pricing?

Please review the requirements under “Financial Management and Budget” in Section 3 of the RFP.

86) What role will pricing/rates play in your decision making?

Section 3 of the RFP notes that the “Financial Management and Budget” section of your response is worth a possible 60 points. The percentage 60 points comprises of the total possible score depends on the subject area(s) proposed.

85) What type of dedicated account management is required to fulfill obligations for the RFP?

There is not a specific structure for how your account management must work; please review the requirements in the RFP and propose a solution that you believe will meet our needs.

84) Are there any special circumstances or “hot buttons” we should be looking for?

Please see question 83 below.

83) What criteria are important in selecting a vendor for this particular RFP?

Please review Section 3 of the RFP, Proposal Requirements and Evaluation Criteria.

82) What is the timeline for RFP decision making?

Per the RFP, we expect to notify Proposers of their status in April.

81) Do you have role based and data level security defined for the reporting solution?

Yes.

80) What is the authentication source integrated with Cognos BI 10.2.2?

Active Directory

79) Do you have any multi-currency or multi-lingual requirement for reporting?

No.

78) Do you have any real time or near-real time reporting requirements?

We have our reporting environment which is close to real time.

77) What is the data purging policy? How long will data need to remain in the database for reporting?

We don't have a data purging policy but plan to look into some tools in the coming years.

76) What is the data size that will be pulled on the report?

No size limit

75) What are the underlying data sources for Cognos BI? Can you please list all data bases including their versions?

Oracle 12C

74) Do you have any requirement for mobile reporting and/or offline reporting?

Not at this time.

73) Do you have any requirement for analytical reporting that supports drill up/down and/or slice and dice features?

Yes.

72) How many reports/dashboards/events/active reports/cubes/ad-hoc reports/dynamic cubes are in scope for development?

We have various complex data cubes.

71) Since Cognos BI 10.2.2 is already present in the stack, can we assume that installation/configuration is out of scope? Cognos 10.2.2 is planned to go out of support by April 2018. Do you have any plans to upgrade? How many environments do you have for Cognos BI? Can you share the hardware capacity and architecture details for each of them?

We will expect the Successful Proposer to support and maintain the existing configuration and do performance tuning. We will upgrade Cognos according to the Successful Proposer's timeline and business necessity.

70) Do you have standard operating procedures for the activities listed in "Operations, System Maintenance and Support Functions" or do you expect the vendor to create those? Do you have defined change management and release management process, or do you expect the vendor to define and implement?

We have defined procedures and processes but are always open to ways to improve.

69) Please clarify if software support will include software version upgrade?

Yes.

68) We understand that DataStage Server administration, including user administration, cleanup, and regular application administration will be in the scope of this contract. Please confirm. Is DataStage deployed on grid/cluster? If yes, please provide details on number of nodes, etc. How many DataStage environments/servers are in scope?

Yes, administration is in Scope. DataStage is deployed in Cluster. We have 3 DataStage servers and environments.

67) What are critical SLA based tasks and critical time windows with support coverage?

We do not have the information readily available to answer this question.

66) How are the jobs currently scheduled and executed? (Manually or scheduled through tools?) And what is the indicative frequency – daily/weekly/monthly? Please provide the indicative number of scheduling jobs/scripts.

Please see question 46 below. We use Microsoft Batch Scheduler and Adtempus Scheduler.

65) Do you have process, framework and tools already set up to measure performance of existing system, or do you expect the vendor to define this as part of the project?

Yes, we will be using Google analytics and SCOM tool to measure page performance.

64) What ETL Validation automation tools or accelerators are currently in use?

None.

63) Are there any specific security requirements with respect to data (storage, encryption, transfer, masking) and users (fine-grain access, SSO, location, etc.) for the DHS DW and BI reporting architecture?

Oracle DB is secured and encrypted.

62) Please share the expected percentage increase in data volume, number of reports per year for the next three years.

As this is completely dependent on business needs, we are unable to estimate.

61) Please elaborate on the test data management strategy that is in place for ETL or BI testing, if any. Will a subset/copy of production data be available for testing?

Please see question 60 below.

60) Please confirm if separate QA environment layers to perform Quality Assurance are available. Do you have data QA process, framework and tools already set up, or do you expect the vendor to define them as part of the project?

Yes, we have development, Test, UAT and close-to-production environments set up in our system. We don't use any automated tools apart from a few instances of TFS to test our scripts.

59) Please provide the approximate number of application reports and dashboard reports developed last year?

Between 50 and 100 application reports, depending on requirements. Eight dashboards using Tableau 10.1.1

58) Is DataStage the only tool being used for data integration? Can you share statistics on the number of existing DataStage jobs?

DataStage is the only ETL tool. Please see questions 46 and 47 below.

57) With respect to the dashboards, do you have a list of metrics and KPI's that you want to measure?

Yes, for existing dashboards, but the Successful Proposer may need to collaborate with DHS staff in designing new dashboards and offer input on metrics and KPI's.

56) Please provide a list of subject areas currently present in the existing Data Warehouse system.

Information related to all of DHS's program areas is in the Data Warehouse.

55) Among the existing source systems, how many systems provide Simple Interface, Medium-Complex and Complex Interfaces? How many existing systems are expected to be de-commissioned per year? Please provide a list of such systems. Can you provide the source formats on which ETL is performed? How much data is in the source systems?

Please see question 53 below; your Proposal does not need to rely on exact current specs of the Data Warehouse or other DHS infrastructure. The internal source systems use Oracle, .CSV, .DAT and XLS formats.

54) Please provide the list of source systems already aligned with the current Data Warehouse and list of new source systems which needs to be aligned. How many source systems are expected to be added to the Data Warehouse per year (in terms of the information roadmap)?

Currently there are approximately eight internal and 10 external source systems. We do not have an estimate of anticipated additions.

53) Please provide the current architecture of the Data Warehouse. Also, what is the approximate current size, user base and number of projects executed in the last 1 year?

There are multiple continuous projects ongoing in the Data Warehouse. Your response to this RFP is not expected to be specific to the architecture of our Data Warehouse; there is no need to consider the architecture in preparing the response.

52) What are the languages that are supported by the applications?

English only.

51) Could you please provide more details on the mobile platforms and devices that need to be supported? Please specify the level of support. Are there any past ticket volumes that can be shared? What is the current user base?

We have only recently started to implement mobile technology. We do not have detailed statistics about user base or past tickets. The primary devices requiring support will be Apple devices. The software platform used is Xamarin, connected to an internal TFS environment.

50) Is the knowledge transition documentation required for maintaining the existing applications or new development? Please provide insights on the applications for which documentation is to be done. Please specify the number of SMEs for whom the knowledge transfer has to be facilitated and the geographic split of these SMEs. Is it correct that the documentation has to be provided only in English?

Documentation is expected both for maintenance and new development. Assume a small, local team. Documentation is only required in English.

49) Please provide the application inventory with the spread of technologies, along with primary technology, complexity, criticality, UI technology stack and backend technology stack.

Please see question 32 below. Primary technology is .Net and Oracle (Windows) database, using HTML5, JQuery and Javascript, and other latest technology like Biztalk for data exchange.

48) Are there any specific expectations/benchmarks set by the County to measure the performance of ETL processes?

We use basic performance metrics.

47) For evaluating the performance of the existing systems and to determine the effort required for it, could you please share the statistics of the runtimes of ETL processes and any pain points/challenges faced?

We do not have these statistics readily available. There are no particular pain points, but we are always looking for ways to improve the process.

46) Please share the statistics on number and size of ETL enhancement projects undertaken in the last one-year period to understand the frequency and project size.

We use the tool to load external data sources to our data warehouse system. We have a large number of scheduled jobs as part of the nightly process.

45) In the document it reads as if the services provided would be from a managed service team; however, we specialize in staff augmentation. We were looking to bid on some parts of the RFP on a staff augmentation basis. Does this project require a managed service team?

Yes, at this time we are looking for a managed service solution, not staff augmentation.

44) Our understanding is that a majority of the “reporting” service is maintenance of existing systems. Is future development work also required?

We have existing reports to maintain but are also always developing new ones.

43) For the “reporting” service, could you let us know what percentage of work is related to Tableau vs Cognos? Also, could you let us know the current number of consultants/resources supporting each product?

All reports are done through Cognos; approximately 75-100 regular reports and 100 ad hoc reports. Approximately 10-15 dashboards are currently managed through Tableau but this number is growing. We have three people in maintenance to support reports which includes onsite and offsite. We also have four people onsite and thirteen offsite focused on integrated data management.

February 10, 2017

42) The response form indicates that the “Proposal Abstract” should be limited to 750 characters. Should this say “750 words” instead?

No, 750 characters is correct. The abstract is meant to be a very brief synopsis. Please also see Question 36, below.

41) Will new software development be awarded only to vendors who qualify through this process, or will you continue to issue RFPs for upcoming projects?

We expect to continue to issue RFPs for upcoming projects.

40) Once a vendor is selected in a particular service category, what process is used to select one of the vendors to work on a specific project?

See Questions 19 and 26, below.

39) Will there be an advantage to vendors who are completing all sections, compared to vendors who are only bidding on selected sections?

There is not an explicit advantage for bidding on all sections, and each section will be scored separately and compared to the other Proposals for that section. However, the evaluation committee may determine that efficiency and economies of scale recommend contracting with Proposer(s) who offer multiple service areas.

38) May we submit Proposals both as a Prime contractor and a sub-contractor?

Proposals may include subcontractors, and you may be listed as a sub-contractor on a Proposal in addition to submitting a Proposal yourself. However, you cannot submit a Proposal just as a sub-contractor unattached to a prime contractor’s Proposal.

37) As a PA DOT UCP certified corporation, are we able to “self-fulfill” the WBE subcontracting requirement?

MWDBE-certified organizations may “self-fulfill” one of the MWDBE goals but not more than one. I.e., you may self-fulfill the WBE requirement, but you must still submit the required documentation for the MBE and DBE participation.

36) Can you explain the “amount requested” and “proposal abstract” items on the response form? Is the “abstract” a summation of our understanding of the subject request?

The amount requested is the total amount of the budget submitted – you may just make a note that this is a unit rate Proposal. The abstract is a very high-level summary of the proposal. It should give a synopsis of important information or major distinguishing elements.

35) The wording for some of the items in the “Requirements Specific to Categories of Service” Section of the RFP is different than the items on the response form. Is it correct that we only need to respond to the items on the Response Form?

Yes, please respond only to the items on the Response Form. The Requirements section of the RFP is meant to explain what we are looking for in evaluating Proposals.

34) Is it acceptable to provide hourly rates for the proposed roles and a narrative for the same?

Yes, see questions 27, 28 and 33, below.

33) Could you provide more details on what information is needed for an annualized budget?

Please see questions 27 and 28 below – we understand that it is difficult to project an annualized budget not knowing the full scope of work that would be available in a category in a given year. Please provide an hourly or unit rate if that is the cost structure you are proposing.

32) Can you give specifics as to the manner and category of use for the technologies listed in the Appendix to the RFP?

We use all of the technologies listed in the Appendix to the RFP to perform the functions they are commonly used for. We do not necessarily expect Proposals to be dependent on or incorporate these specific technologies. Please also see Question 15, below – while new technologies may be proposed, there would have to be a very strong justification for the cost of switching to technologies other than the ones listed.

31) When the previous contract was awarded in 2012, did DHS consider awarding multiple contracts?

Yes, please see the prior RFP attached to this document as Appendix B.

30) Which categories, if any, may be performed off-site?

You propose to perform any category off-site; proposed off-site solutions will be considered based on value and practicality.

29) In what format should we submit the budget and budget narrative?

The budget may be an Excel file if desired; the budget narrative can be part of this file or a separate document.

28) In regards to the “budget narrative,” are you looking for the methodology that vendors might use to estimate projects that are to be executed under this agreement?

The budget narrative should explain and justify all costs and rates that are included in your cost estimates. You may include the methodology but it is not a requirement.

27) Can you please clarify how you would like vendors to provide cost estimates? Are you looking for bill rates for each role and skill level that would be needed under each category being proposed?

Yes.

26) Will specific task orders be issued competitively for vendors chosen as part of this RFP?

Yes, if more than one vendor is chosen for a category. See question 19 below.

25) Please provide a list of positions currently supporting your applications and projects and any anticipated additional positions.

Current DHS positions are the following: Administrator of Applications and Business Development, Business Analyst, Administrator of Information Systems, Assistant Administrator of Information Systems, and Project Manager. We do not anticipate adding positions at this time.

24) How is patching to be done? Is that part of the proposal requirements?

Proposals do not need to address patching.

23) Please provide the number of desktops and OS. Will the vendor provide support?

98% of our machines are mobile devices (laptops and Microsoft Surface devices) running Windows 10 Professional. DHS provides support for all equipment.

22) Please provide an inventory of equipment (servers, firewalls, switches, routers).

We are unable to provide this information as it would be a violation of our security policies to do so.

21) Please provide a network map.

We are unable to provide a network map as it would be a violation of our security policies to do so.

February 8, 2017

20) Is any other type of reporting needed such as crystal reports, ssrs, etc.?

No. We plan to use Cognos for reporting and Tableau for dashboards. At this point we don't plan to use any other reporting tool.

19) If multiple vendors are selected for a particular Service area, will task orders be issued competitively?

Yes.

18) Historically how many projects were awarded in each service area in a year?

Please refer to the latest statement of work (part of the latest contract amendment, in Appendix A) for a project list by category for 2016-17.

17) Can you explain how points were assigned to the various categories?

Each item was assigned a point value based on the relative importance to DHS and the relative complexity of the response.

16) Can you post the RFP that led to the current contract?

Yes, the RFP is now attached to this document as Appendix B. Please note that our procurement process has gone through significant changes since this RFP was issued in 2012 and this document has no bearing on the current RFP or Response Form. We are sharing it here for informational purposes only.

January 30, 2017

15) Can we propose new software (software vendor not currently used by DHS) to support your Data Management & Extract, Transform and Load (ETL) Operations?

We currently use IBM InfoSphere DataStage tool for ETL operations. Switching to a different ETL software would require significant changes to our software and hardware architecture. You may propose that we use or test a different software, but there must be a very strong business case to justify the costs associated with making this change.

January 25, 2017

14) Is DHS' current IT systems provider eligible to bid on this opportunity?

Yes.

13) Can you provide an estimated scale of work for each category in number of hours or other metric?

Please refer to the latest statement of work (part of the latest contract amendment, in Appendix A).

12) Is the resulting contract from the RFP expected to be task order based, fixed fee, or other financial structure?

Task-order based.

11) Please confirm our understanding is correct, that multiple awards are possible for each individual category.

This is correct; see question 6 below.

10) Can you please provide a copy of the current contract?

The original contract and latest amendment are attached to this document as Appendix A.

9) Please provide current bill rates or markup rates.

The rate structure with the current provider is based on resource role and experience. The current hourly rates range from \$37 to \$228; however, the average rate varies for each task order, depending on the nature of the work to be performed in the task order and the staff mix required to deliver the work.

8) Is there any MBE/FBE/CSB or any other mandatory subcontracting goal?

As described in Section 6 of the RFP, Allegheny County has Minority, Women or Disadvantaged Business Enterprise (MWDDBE) goals of 13% participation for Minority Business Enterprises and 2% participation for Women and Disadvantaged Business enterprises, and expects that Proposers will make a good faith effort in assisting the County in meeting these goals. More information can be found in the RFP and on our Solicitations webpage.

7) What is the duration of the contract?

The Agreements awarded under this RFP will be for three years with a County option to renew for up to two additional years.

6) Is this a single or multiple award contract?

As stated on page 4 of the RFP, we intend to award one or more Agreements to Successful Proposer(s) in each of the seven service categories

5) What was last year's spending?

\$14.9 million.

4) What is the annual budget for this RFP?

As stated on page 4 of the RFP, the approximate total annual budget available is \$10-15 million, but the total amount available is subject to change. There is no specific amount indicated for each service category – please provide a reasonable estimate of the costs of the service. Please also be sure to provide a detailed justification for each line item in your budget narrative.

3) Is there any incumbent on this RFP? If yes, please provide the incumbent details.

Yes, all of the services listed in the RFP are currently provided by Deloitte.

2) Are foreign applicants eligible to apply? Does it matter if an applicant is an individual or a group?

Foreign applicants are eligible; however, many of the categories included in the RFP will require the Successful Proposer to work onsite in Allegheny County. Some services may be able to be provided remotely, and non-local applicants may submit proposals for these services.

As stated in Section 4 of the RFP, individuals, non-profit organizations, and for-profit organizations or businesses may submit Proposals.

1) Is it mandatory for organizations to submit three years of audited financial statements?

While we prefer to see three years of audited financial statements, if you do not have this documentation available you may submit other documentation demonstrating financial stability, such as your federal 990 tax forms from the past three years.

Amendments

January 25, 2017

The “Award Details” section on page 4 of the RFP was amended to correct “five-year Agreement(s)” to “three-year Agreement(s) with a County option to renew for up to two additional years.”

January 31, 2017

Section 6.1, Minority, Women or Disadvantaged Business Enterprise (MWDBE) Requirements, was updated. The following text replaced the original text:

- a. All Proposals must include either of the following:
 - 1. If your organization is able to meet the MWDBE contract goals, a completed MWDBE Participation Statement and MWDBE Contact Information form is required. You must also attach the MWDBE certifications of the firms you intend to use with the Participation Statement.
 - 2. If your organization will request a waiver from participating in the MWDBE contract goals, a completed MWDBE Participation Statement, MWDBE Contact Information form and MWDBE Waiver Request are required.
- b. Proposers may be registered and certified with the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises. If so, please indicate registration on the MWDBE Participation Statement. Registered Proposers are still required to submit the applicable MWDBE forms.

- c. MWDBE forms and resources can be found at www.alleghenycounty.us/dhs/solicitations:
 - 1. MWDBE Forms
 - [MWDBE Participation Statement](#)
 - [MWDBE Waiver Request](#)
 - [MWDBE Contact Information form](#)
 - 2. MWDBE Resources
 - [MWDBE Contract Specifications Manual](#)
 - [MWDBE Response Checklist](#)
 - [Guide for completing the MWDBE Participation Statement](#)
 - [Sample Diversity Policy](#)
- d. For more information about MWDBEs, including a list of MWDBEs that have been certified by Allegheny County and the Pennsylvania Unified Certification Program, can be found at the [Allegheny County MWDBE website](#).

The following text was replaced:

- a. Proposers may be registered and certified with the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises. If so, please indicate registration on the Response Form.
- b. Regardless of registration status, Proposals must include either of the following:
 - 1. If your organization is able to meet the MWDBE contract goals, an MWDBE Participation Statement is REQUIRED.
 - 2. If your organization will request a waiver from participating in the MWDBE contract goals, an MWDBE Participation Statement and a Waiver Statement are REQUIRED. Please attach the required explanations with the Waiver Statement.
- c. MWDBE statements and resources can be found at:
 - [MWDBE Participation Statement](#)
 - [MWDBE Waiver Request](#)
 - A list of MWDBEs that have been certified by Allegheny County and the Pennsylvania Unified Certification Program can be found at <http://www.county.allegheny.pa.us/mwdbbe/index.aspx>
- d. For more information about MWDBEs, please review the following: [MWDBE Contract Specifications Manual](#)

Appendix A

Current Contract and Latest Amendment

Contract Type OU



Order Number 141802



Vendor Number 571863



Dept. Name Human Services



Vendor Name DELOITTE CONSULTING



Start Date 08/30/12



End Date 06/30/13



Executive Action #





ALLEGHENY COUNTY
CONTRACT LOG
CONTRACT ADMINISTRATOR
412-350-7377

8-29

EXECUTIVE ACTION NUMBER 6094-12

Executive Action Date Approved 6/25/2012

Date received from Law Department 8/28/2012

Date Signed by County Manager 8/29/12

Date forwarded to Controller 8/29/12

Date received from Controller

Date returned to Department

To: DIRECTOR

Department: Human Services

From: COUNTY MANAGER

When billing please refer

Agreement#: 141802

Contract prepared for: DELOITTE CONSULTING

Description:

The Department of Human Services requests authority to enter into an agreement with Deloitte Consulting for the period 7-1-12 to 6-30-15.

Properly executed copies of the above-referenced agreement are returned herewith. You are requested to distribute those returned to you.

cc: Controller

Vendor: DELOITTE CONSULTING

IN WITNESS WHEREOF, the parties hereto have signed this

AGREEMENT on this 20th day of August, 2012.

ATTEST:	"VENDOR AND/OR CONSULTANT"	Deloitte Consulting LLP
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Witness Signature & Date: [Signature] 7/1/12
 Please Print
 Witness Name: Alexander Mezinsky
 Title: Manager

Authorized Signature & Date: [Signature]
 Please Print
 Name: Beverly R. Karwoski
 Title: Principal
 Date: July 1, 2012

EIN or SSI Number of "VENDOR AND/OR CONSULTANT": Tax ID #: 06-1454513 _____

COUNTY OF ALLEGHENY

BY: [Signature] 8-29-12
 Date
 County Manager

APPROVED BY DIRECTOR

[Signature] 8/2/12
 Marc Cherna, Director Date
 Allegheny County Department of Human Services

APPROVED AS TO FORM

[Signature] 8/27/12 [Signature] 8-27-2012
 Allegheny County Solicitor Date Assistant Allegheny County Solicitor Date

Agreement between the County of Allegheny Department of Human Services and
Deloitte Consulting LLP Authorized by the County on 6-25-12 at Executive Action No.
6094-12

AGREEMENT

MADE AND ENTERED INTO, effective for the term specified in Article 4, by and between the **COUNTY OF ALLEGHENY**, a home rule county and political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "the **COUNTY**",

AND

Deloitte Consulting LLP, a Delaware limited liability partnership with place of business located at **1 PPG Place, Suite 1000 PITTSBURGH, PENNSYLVANIA 15222-5401** hereinafter referred to as "**VENDOR AND/OR CONSULTANT**".

WITNESSETH:

WHEREAS, the **COUNTY** of Allegheny's Department of Human Services, hereinafter referred to as "the **DEPARTMENT**," is the agency of **COUNTY** government responsible for the implementation and delivery of programs and services to meet the vital human service needs of the citizens of the **COUNTY**; and

WHEREAS, the **COUNTY**, on behalf of the **DEPARTMENT** and the **OFFICE**, is desirous of engaging the services of the "**VENDOR AND/OR CONSULTANT**" to provide or perform certain services in connection with the overall activities, responsibilities and functions of the **OFFICE**; and

WHEREAS, the "**VENDOR AND/OR CONSULTANT**" is willing to provide or perform certain services under the terms and conditions set forth below.

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

PART I. STANDARD COUNTY GENERAL TERMS AND CONDITIONS

1. ENGAGEMENT

A. The **COUNTY** engages the services of the "**VENDOR AND/OR CONSULTANT**", at the request of the Director of the **DEPARTMENT**, hereinafter "the Director," to provide or perform the scope of services described herein in connection with the activities, responsibilities and functions of the **OFFICE**. The "**VENDOR AND/OR CONSULTANT**" accepts the engagement and agrees to devote its skills and the skills of its agents, servants and employees to the best of their abilities toward the successful completion of this engagement.

B. The "**VENDOR AND/OR CONSULTANT**" agrees to provide or perform the scope of services described herein under the overall supervision of the Director of the **DEPARTMENT** or his designee.

C. It is understood and agreed that the "**VENDOR AND/OR CONSULTANT**" does not necessarily provide all of its services exclusively to the **DEPARTMENT**. The "**VENDOR AND/OR CONSULTANT**" shall be free to devote its time, energy and professional skills during regular business hours to other professional endeavors and activities; provided however, that such professional endeavors and activities do not unreasonably interfere with the provision or performance of the **SCOPE OF SERVICES** to the **OFFICE**.

2. SCOPE OF SERVICES/WORKSTATEMENT

The "**VENDOR AND/OR CONSULTANT**" agrees to provide, perform and carry out in a professional and timely manner the work or services described in detail in the document marked "**EXHIBIT A: WORKSTATEMENT**," hereinafter referred to as "**SCOPE OF SERVICES**," and/or "**EXHIBIT A WORKSTATEMENT**" which is incorporated by reference in its entirety herein and attached hereto as Exhibit "A" to this **AGREEMENT**.

3. COMPENSATION

A. In consideration of the provision or performance of the services described in Article Two (2) above, the **COUNTY** agrees to pay the **"VENDOR AND/OR CONSULTANT"** the amount of compensation set forth in the document marked "PAYMENT PROVISIONS" which is incorporated by reference in its entirety herein and attached hereto as EXHIBIT "B" to this **AGREEMENT**. **"VENDOR AND/OR CONSULTANT"** agrees that, as a condition precedent to the payment of any monies by the **COUNTY** under this **AGREEMENT**, it shall fully comply with all of the terms and conditions set forth in EXHIBIT "B".

B. The parties acknowledge and agree that the **COUNTY** shall have no right to require and the **"VENDOR AND/OR CONSULTANT"** shall have no obligation to provide, perform or carry out any services described in EXHIBIT "A" when such provision or performance would exceed the amount of compensation set forth in EXHIBIT "B." In no event shall the **COUNTY** pay or be obligated to pay any amount of money other than the amount of compensation set forth in EXHIBIT "B" without a written amendment to this **AGREEMENT**.

4. TERM

This **AGREEMENT** shall commence on **July 1, 2012**, and, unless terminated pursuant to Article 20 below, shall expire on **June 30, 2015**.

5. COMPLIANCE WITH APPLICABLE HEALTH AND SAFETY REQUIREMENTS

A. The **"VENDOR AND/OR CONSULTANT"** agrees to abide by all building codes, zoning ordinances and other related health, safety and welfare statutes, ordinances, rules and regulations imposed by any Federal, State or Local governing body that are applicable to the **"VENDOR AND/OR CONSULTANT"'S** provision or performance of the **SCOPE OF SERVICES** under this **AGREEMENT**.

B. The **"VENDOR AND/OR CONSULTANT"** shall obtain any and all Federal, State and Local permits, licenses, and/or certifications required to provide, perform or carry out the work or services described in EXHIBIT "A." The **"VENDOR AND/OR CONSULTANT"** agrees to provide to the **OFFICE** upon request copies or other proper proof of applicable permits, licenses and/or certifications.

C. The **"VENDOR AND/OR CONSULTANT"** shall immediately inform the **OFFICE** if it has received notice of any change in any permit, license or certification that would adversely affect the **"VENDOR AND/OR CONSULTANT"'S** ability to provide, perform or carry out the **SCOPE OF SERVICES** under this **AGREEMENT**.

6. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the parties, or as constituting the **"VENDOR AND/OR CONSULTANT"** as an employee, agent, servant or representative of the **DEPARTMENT** or **COUNTY** for any purpose whatsoever. At all times, the **"VENDOR AND/OR CONSULTANT"** shall provide, perform, and carry out the **SCOPE OF SERVICES** under this **AGREEMENT** as an independent contractor.

7. SUBCONTRACTS

A. Except for those subcontracts specifically authorized by this **AGREEMENT**, the **"VENDOR AND/OR CONSULTANT"** shall not enter into subcontracts for any of the services contemplated under this **AGREEMENT** without obtaining prior written approval of the Director. The **"VENDOR AND/OR CONSULTANT"** agrees to accept full responsibility for the quality and quantity of any work performed as part of the **SCOPE OF SERVICES** by any of its approved subcontractors.

B. The **"VENDOR AND/OR CONSULTANT"** shall, in any subcontracting authorized or permitted under this **AGREEMENT**, require all subcontractors to comply with all requirements as set forth in this **AGREEMENT**, its Exhibits as well as all applicable state and federal requirements governing the provision or performance of the **SCOPE OF SERVICES**.

C. It is the policy of the **COUNTY** that Minority, Women, and Disadvantaged Business Enterprises (MWDBE) shall have maximum opportunity to participate in the performance of certain subcontracts financed in whole or in part with funds under this **AGREEMENT**.

Pursuant to applicable federal and state laws and requirements as set forth generally in the Contract Specifications Manual(s) and/or specifically in the document marked "special provisions" which is incorporated by reference in its entirety herein and attached hereto as Exhibit D to this **AGREEMENT**, **"VENDOR AND/OR CONSULTANT"** shall take necessary and reasonable steps to ensure that MWDBEs have the maximum opportunity to compete for and perform subcontracts.

8. ASSIGNMENT AND DELEGATION

"VENDOR AND/OR CONSULTANT" shall have no right or power to assign or delegate any rights or duties pursuant to this **AGREEMENT** without the prior written permission of the Director. Any assignment or delegation so permitted shall be subject to all the terms, conditions, and other provisions of this **AGREEMENT** and **"VENDOR AND/OR CONSULTANT"** shall remain liable to the **COUNTY** with respect to each and every term, condition and other provision hereof to the same extent that the **"VENDOR AND/OR CONSULTANT"** would have been obligated if no assignment or delegation had been made.

9. INDEMNIFICATION

A. The **"VENDOR AND/OR CONSULTANT"** agrees to indemnify, protect, defend and hold harmless the **COUNTY**, its elected officials, officers, appointees and employees from and against any and all liability, damages, claims, lawsuits, liens and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification, for injuries to or the death of any person(s), and/or the loss of real, personal or intangible property of any kind or nature caused by, in conjunction with, or arising out of the **SCOPE OF SERVICES** provided, performed, carried out or undertaken by the **"VENDOR AND/OR CONSULTANT"** pursuant to this **AGREEMENT**. The **"VENDOR AND/OR CONSULTANT"'S** obligation to indemnify, protect, defend and hold the **COUNTY** harmless, as set forth in this article, shall include any and all attorney's fees incurred by the **COUNTY**, in the defense of and/or handling of any lawsuits, demands, liens, judgments, claims and the like and all attorney's fees and investigation expenses incurred by the **COUNTY** in enforcing and/or obtaining compliance with the provisions of this paragraph.

B. The **"VENDOR AND/OR CONSULTANT"** agrees to indemnify, protect, defend and hold harmless the **COUNTY**, its elected officials, officers, appointees and employees from any claims against or liability for compensation under the Pennsylvania Workers' Compensation Act, 77 P.S. Section 1 et seq. arising out of injuries sustained by any employees or agents of the **"VENDOR AND/OR CONSULTANT"** or of any licensees, contractors, or sub-contractors of the **"VENDOR AND/OR CONSULTANT"**.

C. Each party shall give to the other party prompt and timely written notice of any claims made or lawsuits filed, which, in any way, directly or indirectly, contingently or otherwise affect or may affect the other party. Each party shall have the right to defend and compromise any claim or lawsuit to the extent of its own interest.

10. INSURANCE

A. The **"VENDOR AND/OR CONSULTANT"** shall, at its own cost and expense, maintain in effect at all times throughout the term of this **AGREEMENT** policies of insurance meeting the requirements specified by the **DEPARTMENT** in the document marked "INSURANCE REQUIREMENTS" which is incorporated by reference in its entirety herein and attached hereto as EXHIBIT "C," to this **AGREEMENT**. All policies of insurance shall be endorsed to include the **COUNTY**, its elected officials, officers, appointees and employees as additional insureds.

B. The **"VENDOR AND/OR CONSULTANT"** shall provide the Director, prior to or contemporaneously with the execution of this **AGREEMENT**, with a Certificate(s) of Insurance issued by a company or companies licensed to do business in the Commonwealth of Pennsylvania, or licensed to do business in the "VENDOR AND/OR CONSULTANT"'s home state, evidencing the insurance coverage(s) identified in EXHIBIT "C," and shall submit the new Certificate(s) of such insurance coverage no later than thirty (30) days prior to their expiration, throughout the term of this **AGREEMENT**.

In addition to identifying the **COUNTY**, its elected officials, officers, appointees and employees as additional insureds, the **VENDOR AND/OR CONSULTANT** Certificate(s) of Insurance shall provide that the insurance company or Vendor notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy that would cancel or reduce the insurance provided below the required coverages.

C. The Director may, at his discretion, waive or modify any of the insurance requirements set forth in EXHIBIT "C" with the exception of Workers' Compensation Insurance, which is required by law. The "**VENDOR AND/OR CONSULTANT**"S request for a waiver of the insurance requirements must be set forth in writing and state the specific reasons that the waiver is being requested.

11. ABSENCE OF RIGHTS IN THIRD PARTIES

No provision of this **AGREEMENT** shall be construed in any manner so as to create any rights in third parties who are not signatories to this **AGREEMENT**. It shall be interpreted solely to define specific duties and responsibilities between the **COUNTY** and the "**VENDOR AND/OR CONSULTANT**", and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

12. NOTICES

A. All notices, reports, or documents required to be given or made pursuant to this **AGREEMENT** shall be in writing and shall be sent by either:

1. United States Mail first class delivery, postage pre-paid; or
2. Electronic mail (e-mail), confirmed by letter sent by United States Mail first class delivery, postage pre-paid;
3. Facsimile (fax) transmission confirmed by letter sent by United States Mail first class delivery, postage pre-paid.

B. All notices, reports or documents required to be given or made under this **AGREEMENT** shall be sent to the respective parties as follows:

1. As to the **COUNTY/DEPARTMENT**:

Marc Cherna, Director
Allegheny County Department of Human Services
One Smithfield Street, Suite 400
Pittsburgh PA 15222-2225

Phone: 412-350-5705
Fax: 412-350-4004
EMail: MCherna@DHS.County.Allegheny.PA.US

or to such other place and person as the **COUNTY** may from time to time designate in writing.

2. As to the "**VENDOR AND/OR CONSULTANT**":

At the address listed on Page One of this **AGREEMENT** or to such other place as the "**VENDOR AND/OR CONSULTANT**" may from time to time designate in writing.

13. FISCAL RECORDS

A. Record Keeping

The "**VENDOR AND/OR CONSULTANT**" agrees to maintain and keep books, records, documents, correspondence and other evidence pertaining to the costs and expenses of this **AGREEMENT** (hereinafter referred to collectively as "the Fiscal Records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature claimed to have been incurred by the "**VENDOR AND/OR CONSULTANT**" pursuant to the provision or performance of the **SCOPE OF SERVICES** described in EXHIBIT "A." The books and records required under Paragraph A of this article shall be maintained in accordance with standard accounting procedures and practices

B. Inspection

1. The "**VENDOR AND/OR CONSULTANT**" agrees to make available at all reasonable times during the term of this **AGREEMENT** and for the period described in Paragraph C below any of the Fiscal Records for inspection, audit or reproduction by any authorized representative of the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, including the **COUNTY'S**

Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor, inspector or designee of any Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and any auditor or inspector of any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**.

2. If "VENDOR AND/OR CONSULTANT"'s administrative/financial records are located outside of Allegheny County and/or the contiguous counties, "VENDOR AND/OR CONSULTANT" shall, at the County's discretion:
 - ✓ Make administrative/financial records and administrative/financial staff available at a location within Allegheny County upon the scheduling of a monitoring visit by DHS; or
 - ✓ Reimburse COUNTY for costs related to travel, lodging, and meals for COUNTY monitoring staff to review records at the location of "VENDOR AND/OR CONSULTANT"'s administrative/financial records and staff; or
 - ✓ Have performed at "VENDOR AND/OR CONSULTANT"'s expense by an independent party financial reports and monitoring activities of a *limited scope* developed by the COUNTY to assure expenses billed to COUNTY are related to services rendered through this agreement.

C. Retention

1. The "**VENDOR AND/OR CONSULTANT**" shall preserve and make available its Fiscal Records for a period of four (4) years from the date of final payment under this **AGREEMENT**, and for such period, if any, as is required by applicable statute, regulation or by any other article of this **AGREEMENT** or any Exhibit thereto, or by Subparagraphs (a) or (b) below.

a. If this **AGREEMENT** is completely or partially terminated, the Fiscal Records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final payment.

b. The "**VENDOR AND/OR CONSULTANT**" shall retain all Fiscal Records which relate to litigation or the settlement of claims arising out of the performance of this **AGREEMENT**, or costs and expenses of this **AGREEMENT** as to which exception has been taken by the auditors, until such litigation, claims, or exceptions have been resolved.

2. Except for the records described in Subparagraph 1(b) above, the "**VENDOR AND/OR CONSULTANT**" may, in fulfillment of its obligation to retain its Fiscal Records as required by this Paragraph, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the "**VENDOR AND/OR CONSULTANT**" of the invoice or voucher to which such records relate, unless a shorter period is authorized by the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, with the concurrence of their auditors.

D. Records of Subcontractors

The provisions of this article shall be applicable to and included in each sub-contract entered into by the "**VENDOR AND/OR CONSULTANT**". The term "sub-contract" as used in this Paragraph excludes purchase orders not exceeding \$1,000 and sub-contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

E. Fiscal Reports

In addition to any other provisions in this **AGREEMENT** requiring the "**VENDOR AND/OR CONSULTANT**" to perform and submit an audit, the "**VENDOR AND/OR CONSULTANT**" agrees to collect statistical data of a fiscal nature and to make fiscal statistical

reports at times prescribed by and in such a manner as the **COUNTY**, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

F. Examination of Financial Documents ✓

Provider shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this **AGREEMENT** in such detail as will properly reflect all costs of labor, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this **AGREEMENT**. The **PROVIDER** shall maintain such books, records, documents and other materials in accordance with standard accounting principles, where applicable. The Provider shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Provider's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of four (4) years following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any **PROVIDER'S** books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the **PROVIDER**, to the County's sole satisfaction, within thirty (30) days after the **PROVIDER'S** receipt of written notice of such deficiencies. Failure of the Provider to comply with the provisions set forth in this paragraph may constitute a violation of this **AGREEMENT** and, at the County's sole discretion, may result in the County withholding future payments.

14. PROGRAM RECORDS

A. Record Keeping

The "**VENDOR AND/OR CONSULTANT**" agrees to maintain all relevant and necessary books, records, documents and other documentary evidence related to the provision or performance of the **SCOPE OF SERVICES** (hereinafter referred to as "the Program Records") as shall be directed or required by the **OFFICE**, by the Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and by any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**. This shall include, but not be limited to, the **DEPARTMENT's** Master Provider Enterprise Repository (hereinafter MPER).

B. Inspection

1. The "**VENDOR AND/OR CONSULTANT**" agrees to make available at all reasonable times during the term of this **AGREEMENT** and for the period described in Paragraph C below any of the Program Records for inspection, audit or reproduction by any authorized representative of the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, including the **COUNTY'S** Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor, inspector or designee of any Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and any auditor, inspector or designee of any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**.

2. The "**VENDOR AND/OR CONSULTANT**" further agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and

meetings with any staff of the **"VENDOR AND/OR CONSULTANT"** directly or indirectly involved in the provision of services described in the **SCOPE OF SERVICES** may be conducted at any reasonable time by any authorized representative of the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, including the **COUNTY'S** Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor, inspector or designee of any Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and any auditor, inspector or designee of any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**.

C. Retention

1. The **"VENDOR AND/OR CONSULTANT"** shall preserve and make available its Program Records for a period of four (4) years from the date of final payment under this **AGREEMENT**, and for such period, if any, as is required by applicable statute, regulation or by any other article of this **AGREEMENT** or any Exhibit thereto, or by Subparagraphs (a) or (b) below.

a. If this **AGREEMENT** is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four (4) years from the date of any resulting final payment.

b. The **"VENDOR AND/OR CONSULTANT"** shall retain all Program Records which relate to litigation or the settlement of claims arising out of the performance of this **AGREEMENT**, or costs and expenses of this **AGREEMENT** as to

which exception has been taken by the auditors, until such litigation, claims, or exceptions have been resolved.

2. Except for the Program Records described in Subparagraph 1(b) above, the **"VENDOR AND/OR CONSULTANT"** may, in fulfillment of its obligation to retain its Program Records as required by this Paragraph, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the **"VENDOR AND/OR CONSULTANT"** of the invoice or voucher to which such records relate, unless a shorter period is authorized by the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, with the concurrence of their auditors.

D. Records of Subcontractors

The provisions of this article shall be applicable to and included in each sub-contract entered into by the **"VENDOR AND/OR CONSULTANT"**. The term "sub-contract" as used in this Paragraph excludes purchase orders not exceeding \$1,000 and sub-contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

E. Reporting

1. The **"VENDOR AND/OR CONSULTANT"** agrees to maintain statistical records relating to the provision or performance of the **SCOPE OF SERVICES**. These statistical records, which shall include but not necessarily be limited to program narratives and statistical data, shall be prepared at times prescribed by and in such a manner as the **COUNTY**, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

2. The **"VENDOR AND/OR CONSULTANT"** agrees to submit such progress reports in a manner and form and at such times as the **COUNTY**, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

15. NO PERSONAL LIABILITY

No elected official, officer, appointee or employee of the **COUNTY** shall be charged personally or held contractually liable by or to the "**VENDOR AND/OR CONSULTANT**" under any term or provision of this **AGREEMENT** or because of any breach hereof or because of his, her or their execution, approval or attempted execution of this **AGREEMENT**.

16. HEADINGS

The headings of the several paragraphs of this **AGREEMENT** are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this **AGREEMENT**, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction hereof.

17. SEVERABILITY

The parties intend and agree that if any article, paragraph, subparagraph, phrase, clause or other provision of this **AGREEMENT**, or any portion hereof, shall be held to be void or otherwise unenforceable, all other portions of this **AGREEMENT** shall remain in full force and effect.

18. DEFAULT

The **COUNTY** may, subject to the provisions of Article 19 entitled "**FORCE MAJEURE**," and in addition to its other rights under the **AGREEMENT**, declare the "**VENDOR AND/OR CONSULTANT**" in default by written notice thereof to the "**VENDOR AND/OR CONSULTANT**", and terminate (as provided in Article 20 entitled "**TERMINATION**") the whole or any part of this **AGREEMENT** for any of the following reasons:

A. Failure to begin the **SCOPE OF SERVICES** within the time or in the manner specified in this **AGREEMENT**;

B. Failure to perform the **SCOPE OF SERVICES** work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the terms of this **AGREEMENT**;

C. Unsatisfactory performance of the **SCOPE OF SERVICES**;

D. Discontinuance of the **SCOPE OF SERVICES** without approval;

E. Failure to resume the **SCOPE OF SERVICES**, which has been discontinued, within a reasonable time after notice to do so;

F. Insolvency or bankruptcy;

G. Assignment made for the benefit of creditors;

H. Failure or refusal within ten (10) days after written notice by the Director or his designee, to make payment to any subcontractor or show cause why payment should not be made, for any services rendered or provided by a subcontractor in connection with the provision or performance of the **SCOPE OF SERVICES**;

I. Failure to protect, to repair, or to make good any damage or injury to property;

J. Failure to obtain any permit, license or the cancellation or termination of any permit, license or certification necessary or required to perform or carry out the **SCOPE OF SERVICES**.

K. Breach of any provision of this **AGREEMENT**.

19. FORCE MAJEURE

A. Neither party will incur any liability to the other if its performance of any obligation under this **AGREEMENT** is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural

disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

B. The "**VENDOR AND/OR CONSULTANT**" shall notify the **COUNTY** orally within five (5) days and in writing within ten (10) days of the date on which the "**VENDOR AND/OR CONSULTANT**" becomes aware or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

1. Describe fully such cause(s) and its effect on performance,
2. State whether performance under the **AGREEMENT** is prevented or delayed, and
3. If performance is delayed, state a reasonable estimate of the duration of the delay.

C. The "**VENDOR AND/OR CONSULTANT**" shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the **COUNTY** may reasonably request. After receipt of such notification, the **COUNTY** may elect either to cancel the **AGREEMENT** or to extend the time for performance as reasonably necessary to compensate for the "**VENDOR AND/OR CONSULTANT**"'S delay.

D. In the event of a declared emergency by competent governmental authorities, the **COUNTY** by notice to the "**VENDOR AND/OR CONSULTANT**", may suspend all or a portion of the **AGREEMENT**.

20. TERMINATION

A. Reasons for Termination – **COUNTY**

1. The **COUNTY**, through the Director or his designee, shall have the right to terminate this **AGREEMENT** for any of the following reasons:

A. Termination for Convenience

The **COUNTY** shall have the right to terminate the **AGREEMENT** for its convenience upon giving thirty (30) days written notice to the "**VENDOR AND/OR CONSULTANT**".

In the event that the **COUNTY** elects to terminate the **AGREEMENT** for its convenience, the **COUNTY** shall pay the "**VENDOR AND/OR CONSULTANT**" for all satisfactory work completed or services performed up to and including the date of termination.

B. Termination for Non-Appropriation/Insufficient Appropriation

In the event that funding to the **COUNTY** from Federal, State, and Local funding sources is not obtained or continued at an aggregate level sufficient to allow for the purchase of the services set forth in EXHIBIT "A" from the "**VENDOR AND/OR CONSULTANT**", the **COUNTY** may exercise either one of the following options:

1. Issue a written Notice of Termination of this **AGREEMENT** to the "**VENDOR AND/OR CONSULTANT**" effective upon a specified date. In the event of termination of the **AGREEMENT** for non-appropriation/insufficient appropriation, the **COUNTY** shall pay the "**VENDOR AND/OR CONSULTANT**" for all satisfactory work completed or services performed, if any, up to and including the date of termination.

2. Continue the **AGREEMENT** by written amendment providing for a reduction in either the term of the **AGREEMENT**, the **SCOPE OF SERVICES** to be provided or the compensation to be paid to the "**VENDOR AND/OR CONSULTANT**" pursuant to this **AGREEMENT**, or any combination thereof in a manner consistent with

the nature, amount and circumstances of the **COUNTY'S** loss of State, Federal, and/or Local funding; provided, however, that any termination or reduction of the term, compensation or **SCOPE OF SERVICES** under this **AGREEMENT** shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction of the term, **SCOPE OF SERVICES** or compensation under this **AGREEMENT**.

C. Termination for Cause

The **COUNTY** shall have the right to immediately terminate the **AGREEMENT** upon notice to the "**VENDOR AND/OR CONSULTANT**" for any reason set forth in the Article 18 entitled "**DEFAULT**." The **COUNTY** shall also have the right to immediately terminate the **AGREEMENT** upon notice to the "**VENDOR AND/OR CONSULTANT**" for breach or violation of any term or condition as specified in any Exhibit to this **AGREEMENT**, or any applicable law, rule or regulation governing the provision of the **SCOPE OF SERVICES**.

B. Reasons for Termination – "**VENDOR AND/OR CONSULTANT**"

The "**VENDOR AND/OR CONSULTANT**" shall have the right to terminate this **AGREEMENT** for its convenience upon giving ninety (90) days written notice to the **DEPARTMENT**.

C. Actions Subsequent to Termination

Upon receipt of a Notice of Termination or upon giving a Notice of Termination, and except as otherwise directed by the **COUNTY**, the "**VENDOR AND/OR CONSULTANT**" shall:

1. Stop work under this **AGREEMENT** on the date of and to the extent specified in the Notice of Termination;
2. Place no further orders, contracts, or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work or services under this **AGREEMENT** as is not terminated;
3. Terminate all orders, contracts, and subgrants to the extent that they relate to the performance of work or services terminated by the Notice of Termination;
4. Assign to the **COUNTY** in the manner, at the time, and to the extent directed by the **COUNTY** all of the rights and interest of the "**VENDOR AND/OR CONSULTANT**" under the orders, contracts or subgrants so terminated, and at the discretion of the **COUNTY**, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants.
5. Settle all outstanding liabilities and claims arising out of such termination of orders, contracts, and subgrants, with the approval or ratification of the **COUNTY**, to the extent that the **COUNTY** may require. Such approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the "**VENDOR AND/OR CONSULTANT**" shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of, or in any manner or degree of, the performance of "**VENDOR AND/OR CONSULTANT**" hereunder.
6. Arrange for the transfer and delivery of all data in accordance with Article 31B of this **AGREEMENT**; and
7. Take all other reasonable and necessary actions to wind up the administration of this **AGREEMENT** in an orderly manner.

21. NON-WAIVER BY COUNTY

A failure by the **COUNTY** to take any action with respect to any default or violations by the "**VENDOR AND/OR CONSULTANT**" of any of the terms, conditions, or covenants of this **AGREEMENT** shall not in any way limit, prejudice, diminish or constitute a waiver of any right of the **COUNTY** to act with respect to any prior, contemporaneous or subsequent violation or with respect to any continuation or repetition of the original violation or default under this **AGREEMENT**.

22. REMEDIES – CUMULATIVE

All rights and remedies under this **AGREEMENT** shall be cumulative and shall be in addition to those rights which the parties may have under applicable law, statute, regulation or otherwise.

23. MODIFICATION OR AMENDMENT

This **AGREEMENT** constitutes the entire **AGREEMENT** of the parties on the subject matter hereof and it may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. The "**VENDOR AND/OR CONSULTANT**" agrees that no representations or warranties shall be binding upon the **COUNTY** unless expressed in writing hereof or in a duly executed amendment hereof.

24. APPLICABLE LAW

This **AGREEMENT** shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

25. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

During the term of this **AGREEMENT**, "**VENDOR AND/OR CONSULTANT**" agrees as follows:

A. "**VENDOR AND/OR CONSULTANT**" shall not discriminate against any employee, applicant for employment, independent contractor, consumer or any other person

because of race, color, religious creed, disability/handicap, ancestry, national origin, age, or sex.

B. **"VENDOR AND/OR CONSULTANT"** shall take affirmative action to ensure that applicants for employment and all employees or agents are treated without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. **"VENDOR AND/OR CONSULTANT"** shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice setting forth the provisions of this non-discrimination clause.

C. **"VENDOR AND/OR CONSULTANT"** shall, in advertisements or requests for employment placed by it or on its behalf, clearly state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, disability/handicap, ancestry, national origin, age, or sex.

D. **"VENDOR AND/OR CONSULTANT"** shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Agreements or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.

E. It shall be no defense to a finding of non-compliance with this non-discrimination clause that **"VENDOR AND/OR CONSULTANT"** had delegated some part to its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the **"VENDOR AND/OR CONSULTANT"** was not on notice of the third-party discrimination or made a good faith effort

to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

F. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that **"VENDOR AND/OR CONSULTANT"** will be unable to meet its obligations under this non-discrimination clause, **"VENDOR AND/OR CONSULTANT"** shall then employ and fill vacancies through other non-discriminatory employment procedures.

G. **"VENDOR AND/OR CONSULTANT"** shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of **"VENDOR AND/OR CONSULTANT"'S** noncompliance with the non-discrimination clause of this **AGREEMENT** or with any such laws, this **AGREEMENT** may be terminated or suspended, in whole or in part, and **"VENDOR AND/OR CONSULTANT"** may be declared temporarily ineligible for further **COUNTY** contracts, and other sanctions may be imposed and remedies invoked.

H. **"VENDOR AND/OR CONSULTANT"** shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the **DEPARTMENT** or applicable department or agency of the Commonwealth of Pennsylvania or U.S. Government for purposes of investigation to ascertain compliance with the provisions of this clause. If **"VENDOR AND/OR CONSULTANT"** does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the **COUNTY** or applicable department or agency of the Commonwealth of Pennsylvania or U.S. Government.

I. **"VENDOR AND/OR CONSULTANT"** shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

J. **"VENDOR AND/OR CONSULTANT"** shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

26. SEXUAL HARASSMENT POLICY

The **"VENDOR AND/OR CONSULTANT"** agrees to establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who engage in such conduct will be disciplined. The **"VENDOR AND/OR CONSULTANT"** further agrees to cause any subcontractor performing work or providing services in connection with the **SCOPE OF SERVICES** to establish and maintain a written sexual harassment policy.

27. AMERICANS WITH DISABILITIES ACT

During the term of this **AGREEMENT**, the **"VENDOR AND/OR CONSULTANT"** agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. §35.101 *et seq.*, the **"VENDOR AND/OR CONSULTANT"** understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this **AGREEMENT** or from activities provided for under this **AGREEMENT**. As a condition of accepting and executing this **AGREEMENT**, the **"VENDOR AND/OR CONSULTANT"** agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act.

B. The **"VENDOR AND/OR CONSULTANT"** shall include the provisions of Paragraph A above in every subcontract under this **AGREEMENT** so that such provision binds each sub-contractor.

28. EQUAL OPPORTUNITY FOR THE DISABLED

A. The **"VENDOR AND/OR CONSULTANT"** agrees to abide by Section 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. §794, as amended) and implementing Federal regulations. The **"VENDOR AND/OR CONSULTANT"** assures that any benefits, services, or employment, available through the **"VENDOR AND/OR CONSULTANT"** to the public by way of this **AGREEMENT'S** funds, shall not be denied persons with mental or physical handicaps or disabilities who are otherwise qualified or eligible for the benefits, services, or employment available as a result of this **AGREEMENT**.

B. The **"VENDOR AND/OR CONSULTANT"** shall include the provisions of Paragraph A above in every subcontract under this **AGREEMENT** so that such provision binds each sub-contractor.

29. OTHER FEDERAL, STATE AND LOCAL LAWS/REQUIREMENTS

A. The **"VENDOR AND/OR CONSULTANT"** expressly agrees and assures that it will comply with the all applicable federal, state and local laws and requirements, including but not limited to:

1. Pro-Children Act of 1994

a. Pursuant to the Federal Pro-Children Act of 1994 (20 U.S.C. §6081-6084), the **"VENDOR AND/OR CONSULTANT"** understands that it may not permit smoking within any indoor facility owned or leased or contracted for and utilized by **"VENDOR AND/OR CONSULTANT"**, or an assignee of the **"VENDOR AND/OR CONSULTANT"**, for provision of routine or regular kindergarten, elementary, or secondary education or library services to children; and that, in addition, it may not permit smoking within any indoor facility (or portion thereof) owned or leased or contracted by the **"VENDOR AND/OR CONSULTANT"**, or an assignee of the

"VENDOR AND/OR CONSULTANT", for the provision of regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of the employees of the **"VENDOR AND/OR CONSULTANT"**, or an assignee of the **"VENDOR AND/OR CONSULTANT"**, who provide such services.

b. The **"VENDOR AND/OR CONSULTANT"** shall include the provisions of Subparagraph a above in every subcontract entered into to carry out any part of the **SCOPE OF SERVICES** under this Agreement so that such provision binds each subcontractor.

c. The **"VENDOR AND/OR CONSULTANT"** shall, at request of the **OFFICE**, execute such documents in a form acceptable to **OFFICE**, certifying compliance with the Pro-Children Act of 1994.

2. Drug Free Workplace Act

a. Pursuant to the Drug Free Workplace Act, 41 U.S.C. §701 et seq and its implementing regulations, 45 C.F.R. Part 76, the **"VENDOR AND/OR CONSULTANT"** agrees that it shall provide a drug free workplace by:

(1) Establishing a drug-free awareness program to inform employees about:

- i. The dangers of drug abuse in the workplace; and
 - ii. The policy of maintaining a drug-free workplace;
- and
- iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.

(2) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

(3) Including the statement published pursuant to Subparagraph a.(2) above, a requirement that each employee, as a condition of employment, shall:

- i. Abide by the terms of the statement; and
- ii. Notify the employer no later than five (5) days after a conviction of any employee for a violation of any criminal drug statute which takes place or occurs at the workplace.

(4) Notifying the **DEPARTMENT** and the **OFFICE** within ten (10) days after receiving notice under Subparagraph a.(3)(ii) above, from an employee or otherwise receiving actual notice of such conviction.

(5) Taking one of the following actions, within thirty (30) days of receiving notice under Subparagraph a.(3)(ii) above, with respect to any employee who is so convicted:

- i. Taking appropriate personnel action against such an employee, up to and including termination; or
- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Subparagraphs a.(1), a.(2), a.(3), a.(4) and a.(5) above.

b. The **"VENDOR AND/OR CONSULTANT"** shall include the provisions of Subparagraph a above in every subcontract entered into to carry out any part of the **SCOPE OF SERVICES** under this Agreement so that such provision binds each subcontractor.

c. The **"VENDOR AND/OR CONSULTANT"** shall, at the request of the **OFFICE**, execute such documents in a form acceptable to the **OFFICE**, certifying compliance with the Drug Free Workplace Act.

3. Federal Lobbying

a. The **"VENDOR AND/OR CONSULTANT"** agrees to certify to the following lobbying restrictions and disclosure requirements:

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

2. If any funds other than 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 federal contract, grant, loan, or cooperative agreement, **"VENDOR AND/OR CONSULTANT"** shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.

3. **"VENDOR AND/OR CONSULTANT"** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

b. The **"VENDOR AND/OR CONSULTANT"** shall, at the request of the **OFFICE**, execute such documents in a form acceptable to the **OFFICE**, certifying compliance with the Federal Lobbying restrictions and disclosures set forth above.

4. Federal/State Voter Registration Requirements

a. If the **COUNTY** determines that the **VENDOR AND/OR CONSULTANT'S** performance of the **SCOPE OF SERVICES** under this **AGREEMENT** includes serving as a point of intake for individuals who are either: i) applying, reapplying or applying for recertification for "public assistance;" or ii) renewing or changing an address in connection with the provision or receipt of "public assistance," then the **VENDOR AND/OR CONSULTANT** shall comply with the National Voter Registration Act (N.V.R.A.) of 1993 and the Pennsylvania Voter Registration Act of 1995 by affording the opportunity to eligible individuals to register to vote by completing a voter registration mail application form.

b. A description of the **VENDOR AND/OR CONSULTANT'S** voter registration duties and responsibilities under the National Voter Registration Act of 1993 and the Pennsylvania Voter Registration Act of 1995 is set forth at length in the Contract Manual.

5. All other federal laws set forth at length in the Contract Manual and specifically in Exhibits "A," "B" and "D" to this **AGREEMENT**.

5. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**
RECIPROCAL ASSURANCES

Pursuant to Federal Regulations promulgated under the authority of the Health Insurance Portability and Accountability Act of 1996, *Standards for Privacy of Individually Identifiable Health Information*, 42 C.F.R., Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), including the portion codified at . hereinafter the "HIPAA Rules", the PARTIES understand and agree that based upon the duties and responsibilities entered into under this agreement, the definition of "COVERED ENTITY" AND BUSINESS ASSOCIATE" as defined in the above cited act may apply to either or both PARTIES. If and when Personal Health Information is exchanged between the PARTIES and one party is acting as a BUSINESS ASSOCIATE to a COVERED ENTITY the following will apply:

The **BUSINESS ASSOCIATE** understands and agrees that it will not use confidential client health information, which shall at all times include any and all forms of health care treatment, or billing information, including but not limited to client identity, hereinafter referred to as "Protected Health Information", except as permitted by the "HIPAA rule" which are set forth at length at Title 42 of the Code of Federal Regulations and incorporated herein as part of this **AGREEMENT**.

In furtherance and compliance with the above, **BUSINESS ASSOCIATE** agrees as follows:

- A. General Duty of Confidentiality **BUSINESS ASSOCIATE** hereby agrees that it will not divulge, disclose, or communicate in any manner any Protected Health Information to any third party without the prior written consent of **COVERED ENTITY** and where required, the client. **BUSINESS ASSOCIATE** will protect all such information and treat it as strictly confidential. **BUSINESS ASSOCIATE**

agrees to abide by the requirements of 42 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information*. This provision does not accelerate compliance deadlines, but incorporates the deadlines set forth by regulation as well as any amendments to the "HIPAA rule". Any violation of this paragraph shall be considered a material breach of this **AGREEMENT**.

B. Use and Disclosure of Protected Health Information **BUSINESS ASSOCIATE** is hereby permitted to use or disclose Protected Health Information for the proper management and administration of the **BUSINESS ASSOCIATE'S** business, and/or to carry out the legal responsibilities of the **BUSINESS ASSOCIATE'S** proper management and administration of the **BUSINESS ASSOCIATE'S** business does not include the use of Protected Health Information, or the identity of **COVERED ENTITY'S** clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should **BUSINESS ASSOCIATE** at any time disclose to a third party Protected Health Information for its proper management and administration, or to carry out its legal responsibilities, **BUSINESS ASSOCIATE** agrees to obtain reasonable assurances from that third party of the following: (1) that the third party will hold the disclosed Protected Health Information confidentially and only use or disclose the information as required by law or for the purpose for which it was properly disclosed to the third party; and (2) that the third party will immediately report in writing to the **BUSINESS ASSOCIATE** any instances of a breach of confidentiality of which the third party is aware.

C. Appropriate Safeguards **BUSINESS ASSOCIATE** agrees to maintain and Use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of clients, other than as provided for by this **AGREEMENT**. Such safeguards must

be in place at all times for the protection of Protected Health Information that is maintained both in electronic and paper forms.

BUSINESS ASSOCIATE further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications.

- D. Agent and Subcontractors **BUSINESS ASSOCIATE** hereby agrees to ensure that any agent or subcontractor agrees to the same restrictions and conditions under this **AGREEMENT** that apply to **BUSINESS ASSOCIATE** with respect to such Protected Health Information.
- E. Reporting of Improper Uses and/or Disclosures **BUSINESS ASSOCIATE** agrees to immediately report to the **COVERED ENTITY** any use or disclosure of **COVERED ENTITY'S** Protected Health Information and/or the identity of **COVERED ENTITY 'S** clients of which it becomes aware, which is not permitted pursuant to this **AGREEMENT** or pursuant to the "HIPAA rule".
- F. Availability of Information Maintained by Contractor **BUSINESS ASSOCIATE** hereby agrees to make available any of **COVERED ENTITY 'S** Protected Health Information, immediately upon **COVERED ENTITY 'S** request, for purposes of insuring the right of access of clients to their own health information.
- G. Amendments **BUSINESS ASSOCIATE** shall make available to **COVERED ENTITY** , upon request, any Protected Health Information for which **COVERED ENTITY** has agreed to make and/or has made any amendments. In such cases, **BUSINESS ASSOCIATE** agrees to incorporate all such amendments made by **COVERED ENTITY** , to the information maintained by "**VENDOR AND/OR CONSULTANT**".
- H. Accounting **BUSINESS ASSOCIATE** shall maintain appropriate records of all disclosures of Protected Health Information made to third parties in sufficient form to allow for an accounting of disclosures to properly be generated pursuant

to the "HIPAA rule". Upon request of the **COVERED ENTITY** , such records shall be made available by **BUSINESS ASSOCIATE** to **COVERED ENTITY** for purposes of providing an accounting of disclosures pursuant to the "HIPAA rule".

I. Availability of Internal Practices, Books, and Records **BUSINESS ASSOCIATE**

hereby agrees to make all of its Internal practices, books and records relating to the use and disclosure of the Protected Health Information received from **COVERED ENTITY** or created or received by **BUSINESS ASSOCIATE** on behalf of **COVERED ENTITY** , available to the Secretary of the Department of Health & Human Services, or its agent, upon the request of either the Secretary of the Department of Health & Human Services or the **COVERED ENTITY** , for purposes of determining whether the **COVERED ENTITY** is complying with the above-referenced "HIPAA rule".

J. Maintenance of Protected Health Information Upon Termination of Agreement

Upon the termination of this **AGREEMENT** for any reason, **BUSINESS ASSOCIATE** shall return to **COVERED ENTITY** all Protected Health Information received from **COVERED ENTITY**, or created or received by **BUSINESS ASSOCIATE** on behalf of **COVERED ENTITY**, retaining no copies of any such information. In the alternative, upon the termination of the Agreement, **BUSINESS ASSOCIATE** may choose to destroy all Protected Health Information, retaining no copies of such information, so long as a Certificate of Destruction including the date of destruction, manner of destruction, and name, title and signature of the authorized agent of the **BUSINESS ASSOCIATE** completing such destruction is immediately provided to **COVERED ENTITY** . Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist.

If **BUSINESS ASSOCIATE** believes that such a return or destruction is not feasible for any reason, **BUSINESS ASSOCIATE** must contact the **COVERED**

ENTITY as per Section 12: Notice, of this **AGREEMENT**, to discuss the reason that return or destruction is not feasible and the extension of the protection of the Agreement to this information with the limitation of further usage and disclosures. It is hereby agreed that if "HIPAA rule" or licensure requirements require the retention of records for a period of time, that such destruction would not be feasible while the records are required to be retained.

K. Termination of Agreement **BUSINESS ASSOCIATE** hereby authorizes termination of this **AGREEMENT** by **COVERED ENTITY**, should the **COVERED ENTITY** find that **BUSINESS ASSOCIATE** has violated a material term of this paragraph.

L. Administrative Requirements

Business Associate shall operate according to the administrative requirements of the "HIPAA Rules", including requirements not limited to the designation of privacy and security officials, the adoption of policies and procedures to comply with the "HIPAA Rules", and the training of all applicable staff members within a timeframe appropriate under the "HIPAA Rules".

6. Such other applicable federal and state laws and requirements as set forth generally in the Contract Manual(s) and/or specifically in the document marked "SPECIAL PROVISIONS" which is incorporated by reference in its entirety herein and attached hereto as EXHIBIT "D" to this **AGREEMENT**.

30. AUDIT REQUIREMENTS

A. When required by applicable law or regulation, "**VENDOR AND/OR CONSULTANT**" shall be responsible for obtaining an audit of their contract(s), which shall be performed by an independent certified public accountant. Single

audits and program-specific audits are to be conducted in accordance with generally accepted auditing standards. All audits must be in conformance with Commonwealth of Pennsylvania Regulations and the Provider Audit Guidelines.

- B. The cost of the audit made in accordance with the provisions of the Single Audit Act Amendment, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) (June 24, 1997 Revision), the Yellow Book, and state regulations and audit guidance are allowable charges to federal and state awards.
- C. The expenditure threshold for which an audit is required varies depending upon the source of the funds, (i.e. federal, state or other) and is applied at both the Federal and State Level.

- 1. Federal Level

- "VENDOR AND/OR CONSULTANT"s expending federal funds in excess of \$500,000 annually are required to submit a certified audit, in accordance with the guidelines specified by Federal OMB Circular A-133.

- 2. State Level

- "VENDOR AND/OR CONSULTANT"s expending a combination of Pennsylvania, Department of Public Welfare (DPW) and federal funds in excess of \$500,000 annually are required to submit a certified audit in accordance with Generally Accepted Auditing Standards.

- "VENDOR AND/OR CONSULTANT"s expending Pennsylvania, Department of Health funds, in excess of \$300,000 annually are required to submit a certified audit.

- D. "VENDOR AND/OR CONSULTANT"s expending less than the thresholds noted above are not required to have an audit performed, therefore, audit costs are not chargeable to federal, state or county programs.
- E. If the audit covers program expenditures funded by sources other than the Allegheny County Human Services Department, the audit fee must be pro-rated. The audit fee must also be appropriately pro-rated between the different programs within the Allegheny County contract. To be considered reimbursable under county contracts, all annual budgets and cost composites for unit rate contracts must include these anticipated costs.
- F. Failure or inability to comply with audit requirements will be considered a default under this **AGREEMENT**.

31. DATA, COPYRIGHTS AND DISCLOSURE

A. Definition. The term "data," as used herein, includes but is not necessarily limited to written reports and analyses, diagrams, calculations, training, maps, system designs, computer programs, computer tapes, software, flow charts, punched card decks, magnetic tapes, diskettes, drawings, studies, manuals, brochures, advertisements, photographs, models, recommendations and work of any similar nature which is required to be performed under this **AGREEMENT**. It does not include "VENDOR AND/OR CONSULTANT"S financial reports or other information incidental to the administration of the **AGREEMENT**.

B. Rights in Data. Data submitted to and accepted by the **OFFICE/DEPARTMENT** under this **AGREEMENT** shall be the property of the **OFFICE/DEPARTMENT**, and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the "VENDOR AND/OR CONSULTANT". All data shall be yielded and delivered by "VENDOR AND/OR

CONSULTANT" to the **COUNTY** promptly upon demand and, in any event, upon the cessation of this **AGREEMENT**, whether such cessation be by termination, expiration or otherwise.

C. Data Collection. All data collected under this **AGREEMENT** shall become the property of the **OFFICE/DEPARTMENT** at the close of the term of the **AGREEMENT**.

D. Copyrights and Publication Rights. **"VENDOR AND/OR CONSULTANT"** relinquishes any and all copyrights and/or privileges to data developed produced or created with funds received by the **"VENDOR AND/OR CONSULTANT"** from the **COUNTY** pursuant to this **AGREEMENT**.

The **"VENDOR AND/OR CONSULTANT"** hereby grants, and shall require its agents, servants, employees, and/or subcontractors to grant, to the **COUNTY** a royalty-free, exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, and dispose of the data developed, produced or created with funds received by the **"VENDOR AND/OR CONSULTANT"** from the **COUNTY** pursuant to this **AGREEMENT** . **"VENDOR AND/OR CONSULTANT"** shall not include in the data any copyrighted matter unless **"VENDOR AND/OR CONSULTANT"** provides the **DEPARTMENT** with written permission of the copyright owner for the **DEPARTMENT** to use such copyrighted matter in a manner provided herein. **"VENDOR AND/OR CONSULTANT"** shall exert all reasonable efforts to advise the **DEPARTMENT**, at the time of delivery of data furnished under this **AGREEMENT**, of all invasions of the right to privacy contained therein or any material in data that is subject to a privilege, including without limitation, the attorney-client privilege, the physician-patient privilege and any other privilege recognized under Pennsylvania law.

32. CONFLICT OF INTEREST

The **"VENDOR AND/OR CONSULTANT"** covenants that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner

or degree with its performance under this **AGREEMENT**. **"VENDOR AND/OR CONSULTANT"** agrees not to knowingly employ any person having such an interest. **"VENDOR AND/OR CONSULTANT"** certifies that no member of the board of the **"VENDOR AND/OR CONSULTANT"** or any of its Officers or Directors has such an adverse interest.

33. FEE SPLITTING

The **"VENDOR AND/OR CONSULTANT"** agrees that no employee, board member, or representative of **"VENDOR AND/OR CONSULTANT"**, either personally or through an agent, shall solicit the referral of consumers to any facility, in a manner which offers or implies an offer of rebate to persons referring consumers or any other fee splitting inducements. Other fee splitting inducement shall mean, but shall not be limited to, recompense of a non-monetary, tangible nature, including, but not limited to, in-kind, special discounts, and/or allowances. This applies to contents of fee schedules, billing methods, or personal solicitation. Additionally, no person or entity involved in the referral of clients may receive payment or other inducement by a facility or any of its representatives.

34. CONFIDENTIALITY

The **"VENDOR AND/OR CONSULTANT"** shall ensure, and shall require all agents, servants, and employees to ensure, that the names, addresses, and identities of all persons served, counseled, treated or rehabilitated by the **"VENDOR AND/OR CONSULTANT"**, are kept confidential and that such names, addresses and identities will not be divulged except as disclosure is permitted or required by law. The **"VENDOR AND/OR CONSULTANT"** shall ensure, and shall require all agents, servants and employees to ensure, the security and confidentiality of all consumer records and information and shall assure compliance with all regulations and statutes concerning the retention of said records.

35. SECURITY CLEARANCES

A. When required by applicable law or regulation, the **"VENDOR AND/OR CONSULTANT"** shall require all applicants for employment with the **"VENDOR AND/OR CONSULTANT"** to submit with their applications, prior to their employment, a report of Criminal History Record Information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to that person obtained within ninety (90) days of the date of application. The **"VENDOR AND/OR CONSULTANT"** shall maintain the Criminal History Record Information in the applicant's file and shall use the information of felony and misdemeanor convictions to the extent to which they relate to the applicant's suitability for employment in the position for which he/she has applied. The **"VENDOR AND/OR CONSULTANT"** shall notify the applicant in writing if the decision not to hire is based in whole or in part on criminal history record information.

B. The **"VENDOR AND/OR CONSULTANT"** shall provide written notice to the **DEPARTMENT** if any agent, servant, employee or subcontractor of the **"VENDOR AND/OR CONSULTANT"** is charged and/or convicted of any crime that would relate to the ability of the agent, servant, employee or subcontractor of the **"VENDOR AND/OR CONSULTANT"** to provide or perform the services described in the **SCOPE OF SERVICES**.

C. The Director or his designee may, at his discretion, waive or modify any of the requirements set forth in this Article where the Director determines that such waiver or modification is in the best interests of the **COUNTY**.

36. "VENDOR AND/OR CONSULTANT" INTEGRITY

1. Definitions – The following words as used in this Article shall mean as follows:

A. "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the **COUNTY**.

B. "Consent" means written permission signed by a duly authorized officer or employee of the **COUNTY**, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the **COUNTY** shall be deemed to have consented by virtue of execution of this **AGREEMENT**.

C. "**VENDOR AND/OR CONSULTANT**" means the "**VENDOR AND/OR CONSULTANT**" that has entered into this **AGREEMENT** with the **COUNTY**, including "**VENDOR AND/OR CONSULTANT**"S directors, officers, partners, managers, key employees, and owners having a financial interest.

D. "Financial Interest" means:

1. Ownership of more than a five percent (5%) interest in any business; or

2. Holding a position as an officer, director, trustee, partner, employee, or the like or holding any position of management.

E. "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The "**VENDOR AND/OR CONSULTANT**" shall maintain the highest standards of integrity in the performance of this **AGREEMENT** and shall take no action in violation of state and federal laws, regulations, or other requirements that govern contracting with the **COUNTY**.

3. The **"VENDOR AND/OR CONSULTANT"** shall not disclose to others any confidential information gained by virtue of this **AGREEMENT**.

4. The **"VENDOR AND/OR CONSULTANT"** shall not, in connection with this **AGREEMENT** or any other agreement with the **COUNTY**, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the **COUNTY**.

5. The **"VENDOR AND/OR CONSULTANT"** shall not, in connection with this **AGREEMENT** or any other agreement with the **COUNTY**, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the **COUNTY**.

6. Except with the consent of the **COUNTY**, neither the **"VENDOR AND/OR CONSULTANT"** nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this **AGREEMENT** except as provided therein.

7. Except with the consent of the **COUNTY**, the **"VENDOR AND/OR CONSULTANT"** shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material in connection with the provision or performance of the **SCOPE OF SERVICES**.

8. The **"VENDOR AND/OR CONSULTANT"**, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the **COUNTY** in writing.

9. The **"VENDOR AND/OR CONSULTANT"**, by execution of this **AGREEMENT** and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The **"VENDOR AND/OR CONSULTANT"** shall, upon request of the Director, reasonably and promptly make available to **OFFICE** and its representatives or designees, for inspection and copying, all Fiscal and Programs Records of the **"VENDOR AND/OR CONSULTANT"** of, concerning, and referring to this **AGREEMENT** with the **COUNTY** or which are otherwise relevant to the enforcement of these provisions.

37. NO DEBARMENT OR SUSPENSION

A. The **"VENDOR AND/OR CONSULTANT"** certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the **"VENDOR AND/OR CONSULTANT"** cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.

B. If the **"VENDOR AND/OR CONSULTANT"** enters into subcontracts or employs under the **AGREEMENT** any subcontractors/Individuals who are currently suspended or debarred by the Commonwealth or the United States Government or who become suspended or debarred by the Commonwealth or United States Government during the term of this **AGREEMENT** or any extensions or renewals thereof, then the **COUNTY** shall have the right to require the **"VENDOR AND/OR CONSULTANT"** to terminate such subcontracts or employment.

C. The **"VENDOR AND/OR CONSULTANT"** agrees to reimburse the **COUNTY** and Commonwealth for reasonable costs of investigations incurred by the **COUNTY** or by the Office of the Inspector General of the Commonwealth for investigations of the **"VENDOR AND/OR CONSULTANT"**'S compliance with the terms of this **AGREEMENT** or any other

agreement between the **"VENDOR AND/OR CONSULTANT"** and the **COUNTY** which results in the suspension or debarment of the **"VENDOR AND/OR CONSULTANT"** or any subcontractor of the **"VENDOR AND/OR CONSULTANT"**. Such costs shall include, but not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The **"VENDOR AND/OR CONSULTANT"** shall not be responsible for investigative costs for investigations which do not result in the **"VENDOR AND/OR CONSULTANT"'S** suspension or debarment.

D. The **"VENDOR AND/OR CONSULTANT"** may obtain the current list of suspended and debarred Contractors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone # (717) 783-6472
Fax # (717) 787-9138

38. INTERESTS OF MEMBERS OF THE COMMONWEALTH

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

39. INTERESTS OF COUNTY OFFICIALS, OFFICERS OR EMPLOYEES

No elected official, officer or employee of the **COUNTY**, the **DEPARTMENT** or **OFFICE**, who exercises any functions or responsibilities under this **AGREEMENT**, shall participate in any decision relating to this **AGREEMENT** which affects their respective personal interest or the

interest of any corporation, partnership, or association in which directly or indirectly, they may be interested; nor shall any such elected official, officer or employee of the **COUNTY**, the **DEPARTMENT** or **OFFICE** have any interest, direct or indirect, in this **AGREEMENT** or the proceeds thereof.

40. TAX COMPLIANCE; OFFSET

By executing this **AGREEMENT**, the "**VENDOR AND/OR CONSULTANT**" warrants and represents that it is not delinquent in the payment of any taxes or other obligations to the **COUNTY**. The "**VENDOR AND/OR CONSULTANT**" shall immediately inform the **OFFICE** if, at any time during the term of this **AGREEMENT**, it becomes delinquent in the payment of any taxes to the **COUNTY**. The "**VENDOR AND/OR CONSULTANT**" agrees that the **COUNTY** shall have the right to offset any tax or other obligation owed by the "**VENDOR AND/OR CONSULTANT**" to the **COUNTY** against any payments due the "**VENDOR AND/OR CONSULTANT**" for services provided or performed under this **AGREEMENT**.

41. ACKNOWLEDGMENT OF FUNDING

The "**VENDOR AND/OR CONSULTANT**" shall place, and shall require all persons performing services hereunder to place, in a conspicuous place on any premises, data, material, media, curricula, instruments or reports developed or delivered under this **AGREEMENT**, that the work was performed and the services were provided under an agreement funded by the **DEPARTMENT** and/or, where applicable, the appropriate department or agency of the Commonwealth of Pennsylvania or U.S. Government.

42. INCORPORATION OF CONTRACT MANUAL REQUIREMENTS

A. The "**VENDOR AND/OR CONSULTANT**" acknowledges that funding for the **SCOPE OF SERVICES** is provided in whole or in part by grants made to the **COUNTY** by departments and agencies of the United States Government or the Commonwealth of

Pennsylvania. All of the terms and conditions governing the grant funds received by the **COUNTY**, including but not limited to a listing of all of the federal and/or state laws, rules and regulations pertaining to the "**VENDOR AND/OR CONSULTANT**"S provision or performance of the **SCOPE OF SERVICES** under this **AGREEMENT**, are set forth in a series of documents developed, compiled and created by the **DEPARTMENT** which is generally referred to as the "Contract Manual." Those portions or provisions of the Contract Manual which are specifically incorporated as terms and conditions of this **AGREEMENT** are set forth in EXHIBIT "D" to this **AGREEMENT**.

B. Although referred to in the singular, the term "Contract Manual," as used in this **AGREEMENT**, shall refer to and include any of the Contract Manuals developed, compiled and created by the **DEPARTMENT** that are applicable to this **AGREEMENT** because: (1) more than one Federal, State or local funding source is used to support the **SCOPE OF SERVICES**; or (2) certain work or activities set forth in the **SCOPE OF SERVICES** are subject to particular laws, rules or regulations.

C. If any provision of this **AGREEMENT** is in conflict with any terms or conditions set forth in any Contract Manual of the Department, the provisions set forth in the Contract Manual shall be controlling.

D. Due to its size and voluminous nature, the Contract Manual is not attached hereto. The "**VENDOR AND/OR CONSULTANT**" does acknowledge that it has received a true and correct copy of any applicable Contract Manual from the **OFFICE**.

E. Any and all provisions included in any applicable Contract Manual are subject to modification by amendment or changes to federal, state and local rules and regulations at any time. Any such amendments shall be deemed to be part of the applicable Contract Manual and shall be incorporated automatically as part of the **AGREEMENT** without the necessity of a

written amendment. The **DEPARTMENT** shall provide written notice of any changes in any applicable Contract Manual.

43. SUCCESSORS

All of the terms and conditions contained in this **AGREEMENT** shall be binding upon and shall inure to the benefit of respective successors and assigns of the parties.

44. AUTHORIZATION

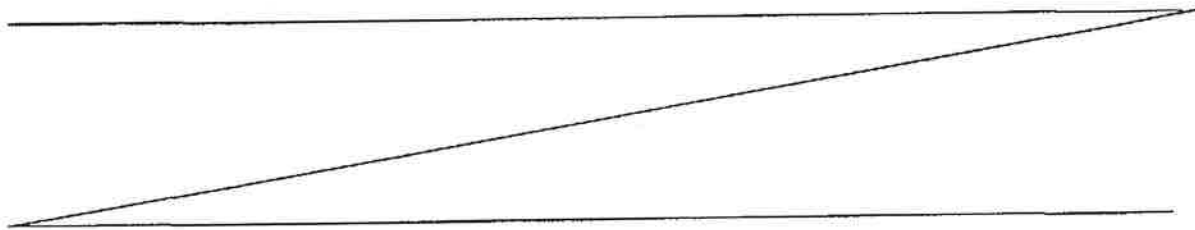
The parties hereto warrant and represent as follows:

A. The **AGREEMENT** has been duly authorized and approved by each of their respective officers having the legal authority to exercise the power to contract; and

B. The respective individuals signing the **AGREEMENT** have been duly authorized to sign the same on behalf of the respective parties.

45. LIMITATION OF LIABILITY

It is understood and agreed that the **COUNTY** and **VENDOR AND/OR CONSULTANT'S** liability, whether in contract, statute or tort, under any warranty, in negligence or otherwise, shall not include, under any circumstances, special, indirect or consequential or punitive damages and shall not exceed a sum equal to the amounts actually paid under the **AGREEMENT**, multiplied by two, but in no event shall said liability be greater than the actual consideration set forth in Section 3 of the **AGREEMENT**, as may be amended from time to time.





Allegheny County Department of Human Services
Service Inventory



Exhibit A:
Work Statement Service Inventory
For the Agreement by and between Allegheny County Department of Human Services
And
DELOITTE CONSULTING
For the Period: Jul 1, 2012 to Jun 30, 2013

The COUNTY shall purchase the following service(s) from the above-named SERVICE PROVIDER in accordance with the agreement between the parties.

DHS Office / Bureau	Service Name
Administrative And Information Management	Administrative Support

See the following Attachments to this Exhibit A for further details:

- Attachment 1 – Service Description (one page for each service above)
- Attachment 2 – Facilities Worksheet

Said service shall be provided in accordance with the terms and conditions identified in the Department of Human Services Contract Specifications Manual incorporated by reference in Exhibit D of the Agreement as well as all applicable local, state and federal laws, regulations and policies.

**Exhibit A, Attachment 1: Work Statement
For the Period: July 1, 2012 to June 30, 2013**

Organization: DELOITTE CONSULTING

The COUNTY shall purchase the following service from the above-named VENDOR in accordance with the agreement between the parties.

Service: Administrative Support||Information Technology||Development/Consulting

DHS Office/Bureau: Administrative and Information Management

Briefly Describe the Service:

Project Type	Total Hours	Cost
Project Management	5,002.00	\$749,062.00
Maintenance	17,753.60	\$2,004,008.00
Operations	6,232.00	\$660,424.00
Client Merge	840.00	\$108,056.00
Ad-Hoc Reports	1,040.00	\$105,456.00
Data Corrections	1,040.00	\$105,456.00
Safe Measures	264.00	\$26,200.00
Reports Portal Phase 1.1	312.00	\$37,200.00
Change Requests	15,710.00	\$1,616,290.00
Fiscal Cumulative Invoice	2,156.00	\$262,744.00
Criminal Investigation Unit	928.00	\$96,896.00
Reports Portal Phase 1.2	1,380.00	\$87,348.00
Reports Portal Phase 2	1,348.00	\$93,172.00
New Extracts	2,280.00	\$222,480.00
ETL Tool	2,017.60	\$145,496.00
New Reports	10,780.80	\$735,152.00
Cognos 10 Upgrade	448.00	\$49,408.00
CRM Implementation Support	48.00	\$10,128.00
PCCD Grant	2,072.00	\$134,816.00
ESG	1,056.00	\$76,128.00
DHS Case Management Integration	1,152.00	\$148,032.00
InMotion Integration	96.00	\$12,336.00
ANSA	2,148.00	\$174,792.00
Courts Enhancement	3,296.00	\$231,552.00
Education Stabilization	2,504.00	\$179,360.00
Other KIDS Enhancements - ABC Packets, HFW Case Management	2,072.00	\$269,048.00
Application Testing	1,440.00	\$142,560.00
Infrastructure Upgrade	2,512.00	\$291,744.00
Staff Augmentation	6,240.00	\$572,000.00

**Exhibit A, Attachment 1: Work Statement
For the Period: July 1, 2012 to June 30, 2013**

Page 2 of 2

Organization: DELOITTE CONSULTING

Project Type	Total Hours	Cost
	Subtotal	94,168.00
		\$9,347,344.00
*Contingency		\$552,656.00
	Grand Total	\$9,900,000.00

*Contingency budget is based on DHS pre-approval to use as need is determined during the contract.

DHS will assign internal resource Point of Contact Project lead as the responsible party for each designated project type. Vendor and DHS shall conduct Knowledge Transfer from vendor to DHS Project Lead at the start of all projects in all project areas to ensure operational ownership and project direction.

Vendor and DHS agree that project approvals must be issued from the DHS Steering Committee before any work can be assigned or performed.

Said service shall be provided in accordance with the terms and conditions identified in the Department of Human Services Contract Specifications Manual incorporated by reference in Exhibit D of the Agreement as well as all applicable local, state and federal laws, regulations and policies.



Allegheny County Department of Human Services
Facilities Worksheet



Exhibit A Attachment 2
Facilities Worksheet
For the Agreement by and between Allegheny County Department of Human Services
And
DELOITTE CONSULTING
For the Period: 7/1/12 to 6/30/13

Facility Name	Address
DELOITTE CONSULTING	1000 One PPG Place PITTSBURGH, PA 15222
Deloitte Consulting- 1 Smithfield	1 Smithfield st PITTSBURGH, PA 15222

If you provide services at facilities that are not owned/operated by your organization, (i.e. foster homes, consumer homes, etc.), provide on this worksheet your base of operation

EXHIBIT B

PAYMENT PROVISIONS

**for the Agreement
by and between
Allegheny County Department of Human Services
and
Deloitte Consulting LLP**

The Allegheny County Department of Human Services (hereinafter the DEPARTMENT) has received or is anticipating receiving funds from federal, state, local and private sources for the provision of services identified in Exhibit A (Workstatement) of this AGREEMENT.

General Terms and Conditions

The following general terms and conditions related to provision of payment for this agreement shall apply to all providers regardless of fund source and/or service type:

"VENDOR AND/OR CONSULTANT" shall adhere to the applicable chapters and fiscal requirements set forth in the Contract Specifications Manual on Payment Provisions, Budgets and Invoicing. Refer to Article 42 of the AGREEMENT for additional information regarding the contract manual(s).

"VENDOR AND/OR CONSULTANT" shall be paid at the corporate address identified on Page One (1) of the AGREEMENT unless "VENDOR AND/OR CONSULTANT" otherwise notifies COUNTY in writing or provides a payment address herein:

Electronic payment submission information:

Bank Name: CITIBANK
ABA #: 031100209
Account Name: Deloitte Consulting LLP
Account#:3874-0696

Check payment mailing address:

Deloitte Consulting LLP
PO Box 7247-6447
PHILADELPHIA PA 19170-6447
USA

No payment shall be made under this AGREEMENT until the contract has been fully executed and all insurance requirements have been fully implemented.

"VENDOR AND/OR CONSULTANT" does not have the authority to transfer allocated funds from one category of service to another without prior written authorization of the DEPARTMENT. Further, in the event services in the contract are reduced the allocated funding shall be reduced commensurately. If services are being terminated, the allocation for said services should be considered withdrawn by the COUNTY unless otherwise stated in writing.

Reimbursement to "VENDOR AND/OR CONSULTANT" is to be made within a reasonable time by COUNTY upon submission of invoice(s) for review and approval by the Director of Human Services or their designee for services defined in Exhibit A (Workstatement).

"VENDOR AND/OR CONSULTANT" agrees to seek all possible sources of alternate funding/revenue for the services described in the workstatement (Exhibit A), including but not limited to third party insurance, medical assistance, etc., and any such funds received must be used to reduce the DEPARTMENT's financial liability.

When permitted by applicable law and regulations, if revenue generated by the program(s) of "VENDOR AND/OR CONSULTANT" vary from the anticipated revenue stated within the related budget, then DEPARTMENT, in its discretion may adjust proportionally its reimbursement herein under to "VENDOR AND/OR CONSULTANT". The previously stated amount is the anticipated revenue to "VENDOR AND/OR CONSULTANT" from the various DEPARTMENTAL received funding sources for the term of the AGREEMENT and is subject to available funding.

The DEPARTMENT has the authority to adjust the allocations within this agreement based upon the service demands and treatment/administrative costs related to DEPARTMENT's consumers/clients. Said adjustment must be provided in writing to the "VENDOR AND/OR CONSULTANT" by the DEPARTMENT, either via an adjustment letter in the case of a reduction or via a modification in the case of an increase.

"VENDOR AND/OR CONSULTANT"s must comply with all Federal, State and Local laws, regulations, and funding requirements, including, but not limited to, obtaining necessary and applicable licenses, permits, certifications and accreditations.

Failure to do so may result in a reduction, adjustment, or denial of payment based on provisions of individual funding source requirements.

"VENDOR AND/OR CONSULTANT" agrees that travel and subsistence costs shall be in accordance with prevailing County practice or state rates set forth in applicable codes/statutes and/or fund source guidelines, whichever is lower. If prevailing collective bargaining unit policies apply for the reimbursement of these items at a rate different from the funding source or county travel policies, the terms of the bargaining unit shall prevail.

ALLOCATION BY SERVICE/PROGRAM/PROJECT/FUND SOURCE/TYPE

Subject to the availability of said funds and the other terms and conditions of this AGREEMENT, DEPARTMENT will reimburse "VENDOR AND/OR CONSULTANT" in accordance with the mutually agreed upon budget(s) for costs incurred in providing the services described in the Workstatement(s) of this AGREEMENT up to a maximum amount as identified in the Allocation Statement attached herein and identified as Exhibit B Attachment 1.

As stated above, each service/program/project/fund source/type has specific requirements as delineated in the CONTRACT SPECIFICATIONS MANUAL ON PAYMENT PROVISIONS, BUDGETS AND INVOICING which "VENDOR AND/OR CONSULTANT" is obligated to abide by as a term/condition of the agreement.



**Allegheny County Department of Human Services
Summary Allocation Statement**



AGREEMENT START DATE: 07/01/2012

AGREEMENT END DATE: 06/30/2013

Agency Name:

DELOITTE CONSULTING

DHS Office Name	Not To Exceed	Uncapped Fee
Administrative And Information Management	\$9,900,000.00	No
TOTAL NOT TO EXCEED*	\$9,900,000.00	

*EXCLUSIVE OF UNCAPPED FEE BASED SERVICES,SEE OFFICE/BUREAU SPECIFIC PAGES FOR FEES.



**Allegany County Department of Human Services
Detailed Allocation Statement**



Contract Date: 07/01/2012 - 06/30/2013
Program Office: Administrative And Information Management
Provider:
JDE Number:

Provider Name: DELOITTE CONSULTING

Group Name: Ungrouped Services

Service Allocation						
Program Name	Service Name	Amount Not To Exceed	Funding Source	Start Date	End Date	Service Comments
Not Applicable	Administrative Support Information Technology Development/Consulting	\$9,900,000.00	DHS programs	07/01/2012	06/30/2013	This will be a multi-year contract.

Total for Administrative And Information Management, DELOITTE CONSULTING: \$9,900,000.00

EXHIBIT C

INSURANCE REQUIREMENTS

For the term of this **AGREEMENT**, the "**VENDOR AND/OR CONSULTANT**" will take out and maintain or will cause to be taken out and maintained policies of insurance meeting the following requirements:

1. General Requirements
 - A. All policies of insurance set forth below in Sections 2.A and 2.B shall be endorsed to include the **COUNTY**, its elected officials, officers, appointees and employees as additional insureds.
 - B. All certificates of insurance shall provide that the insurance company or **VENDOR AND/OR CONSULTANT** shall notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy which change, restrict or reduce the insurance provided or change the name of the insured below the coverage required hereunder.
2. Types of Coverage
 - A. Commercial General Liability
 1. Commercial General Liability Insurance which will protect the "**VENDOR AND/OR CONSULTANT**" in providing the services under this **AGREEMENT** from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this **AGREEMENT** whether such operations be by the "**VENDOR AND/OR CONSULTANT**" or by any subcontractor of the "**VENDOR AND/OR CONSULTANT**" or by anyone directly or indirectly employed by either the "**VENDOR AND/OR CONSULTANT**" or subcontractor. The Commercial General Liability Policy will include, but not be limited to, the following:
 - a. Contractual liability on a blanket basis or contractual liability specifically covering this **AGREEMENT**;
 - b. Products Liability and Completed Operations;
 - c. The "**VENDOR AND/OR CONSULTANT**" shall maintain general liability limits of no less than \$1,000,000 per occurrence.
 - B. Automobile Liability Insurance
 1. The "**VENDOR AND/OR CONSULTANT**" shall maintain Comprehensive Business Automobile Liability Insurance covering all owned and non-owned automobiles if applicable to the services provided under the **AGREEMENT**.
 2. The Automobile Liability Insurance shall have a limit of no less than \$1,000,000 combined single limit for each occurrence for injury to persons and/or damage to property.
 - C. Professional Liability Insurance

The "**VENDOR AND/OR CONSULTANT**" shall carry Professional Liability insurance policy with limits of no less than \$1,000,000.
 - D. Workers' Compensation

The "**VENDOR AND/OR CONSULTANT**" shall carry Workmen's Compensation Insurance as required by law, or shall submit evidence to the **DIRECTOR** that it has qualified with the Pennsylvania Department of Labor and Industry as a self-insurer.

1. Workers Compensation: Statutory
2. Employers Liability with minimum limits:
 - \$100,000 each accident
 - \$500,000 disease policy limit
 - \$100,000 disease each employee.

E. Fidelity Bonding

The "**VENDOR AND/OR CONSULTANT**" shall ensure that employees who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by fidelity bond.

The coverage required and to be maintained for fidelity bond insurance shall be minimally in the amount of \$1,000,000 per loss or an amount equal to, but not less than 10% of contract total contained in Exhibit B (Payment Provision) of this **AGREEMENT**.

- F. The insurance carrier should have a AM Best rating of no less than A- VIII.
- G. The County reserves the right to waive ANY or ALL conditions.

APER/Onbase 7987470



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2012

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 709965-\$25M-12-13	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER B: Insurance Company Of The State Of PA</td> <td>19429</td> </tr> <tr> <td>INSURER C: Illinois National Ins Co</td> <td>23817</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co Pittsburgh PA	19445	INSURER B: Insurance Company Of The State Of PA	19429	INSURER C: Illinois National Ins Co	23817	INSURER D:		INSURER E:		INSURER F:
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INSURER C: Illinois National Ins Co	23817														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** NYC-005361612-27 **REVISION NUMBER:** 15

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL5076462 <i>Policy 1842</i>	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA2714625 <i>1843</i> 'Auto Physical Damage' '\$500 DEDUCTIBLE COMPI/COLL'	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC15110298 (AOS) WC15110299 (CA) WC15110301 (MA, WI) WC15110300 (FL)	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 WITH THE EXCEPTION OF WORKERS COMPENSATION COVERAGE THE COUNTY OF ALLEGHENY IS INCLUDED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER ALLEGHENY COUNTY DEPT. OF HUMAN SERVICES OFFICE OF INFORMATION MANAGEMENT ONE SMITHFIELD STREET - 2ND FLOOR PITTSBURGH, PA 15222	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Nancy Bartolino <i>Nancy Bartolino</i>
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2012

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

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PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 709965-ALL-MSTR-12-13	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Deloitte LLP Deloitte & Touche LLP Deloitte Consulting LLP Deloitte Tax LLP Deloitte Financial Advisory Services LLP 10 Westport Road Wilton, CT 06897-0820 571863	INSURER A: North American Capacity Ins Co NAIC #: 25038	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** NYC-005370051-21 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Indemnity Policy 1841			ZZL0000098-05	06/01/2012	06/01/2013	\$1,000,000 each loss and in the aggregate

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

- This policy is non-cancellable during the period shown.
- The issuance of this certificate of insurance does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the insured and the insurer.

CERTIFICATE HOLDER

Allegheny County Dept. of Human Services
One Smithfield Street, 2nd floor
Pittsburgh, PA 15222

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Stan Hauff

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2012

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PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 709965--Crime-12-13	CONTACT NAME: PHONE (A/C No, Ext): _____ FAX (A/C No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Deloitte LLP Deloitte & Touche LLP Deloitte Consulting LLP Deloitte Tax LLP Deloitte Financial Advisory Services LLP 10 Westport Road Wilton, CT 06897 <i>V# 571863</i>	INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA	NAIC # 19445
	INSURER B: Federal Insurance Company	NAIC # 20281
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-005525805-08 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A N N/A						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Crime			01-913-03-56	06/01/2012	06/01/2013	\$10,000,000 Limit
B	(Fidelity Bond) <i>Policy 1845</i>			68027984	06/01/2012	06/01/2013	Deductible: \$100,000

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

CERTIFICATE HOLDER

Allegheny County Department
of Human Services
Office of Information Management
One Smithfield Street - 2nd Floor
Pittsburgh, PA 15222

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

María E. Cardona *María E. Cardona*

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AGENCY CUSTOMER ID: 709965

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Deloitte LLP Deloitte & Touche LLP Deloitte Consulting LLP Deloitte Tax LLP Deloitte Financial Advisory Services LLP 10 Westport Road Willam, CT 06897	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Policy # CRP654-47-46
Insurer: Great American
Effective Date: 06/01/2012. Expiration Date: 06/01/2013

Policy# FID 904868806
Insurer: Zurich American
Effective Date: 06/01/2012. Expiration Date: 06/01/2013

Policy # 01-915-50-11
Insurer: National Union
Effective Date: 06/01/2012. Expiration Date: 06/01/2013

Policy # 68044003
Insurer: Federal Insurance
Effective Date: 06/01/2012. Expiration Date: 06/01/2013

EXHIBIT D: SPECIAL PROVISIONS
"VENDOR AND/OR CONSULTANT": Deloitte Consulting LLP

"VENDOR AND/OR CONSULTANT" shall adhere to the General and Special Terms and Conditions in the below referenced Contract Specifications Manuals that are incorporated in their entirety as part of the agreement between "VENDOR AND/OR CONSULTANT" and the Allegheny County Department of Human Services as per the services defined in the AGREEMENT's Workstatement (Exhibit A). The manuals are available on the DHS website at URL

<http://www.alleghenycounty.us/dhs/providermanuals.aspx>

Hard copies of the manual(s) will be mailed to the "VENDOR AND/OR CONSULTANT" by DHS upon written request.

- DHS General Specifications Manual
- DHS Payment Provisions Manual
- Minority/Women/Disadvantaged Business Enterprise Manual
- Master Provider Index (MPI) Requirements
- Office of the Area Agency on Aging, Contract Specifications
- Office of Behavioral Health, Drug and Alcohol Services Manual
- Office of Behavioral Health, Mental Health Services Manual
- Offices of Behavioral Health & Mental Retardation, Early Intervention Services Manual
- Office of Children, Youth and Families, Contract Specifications Manual
- Office of Children, Youth and Families, Family Centered Services Manual
- Office of Community Services, WIA/SPOC
- Office of Community Services, HSDF
- Office of Community Services, CSBG
- Office of Community Services LIHEAP
- Office of Community Services, Medical Assistance Transportation
- Office of Community Services, Head Start
- Office of Community Services, AmeriCorp/KEYS Service Corps
- Office of Community Services, Hunger and Homeless Services
- Office of Community Services, Summer Food Service Program
- Office of Mental Retardation/Developmental Disabilities Contract Specifications

By signing the aforementioned AGREEMENT, I certify that as an authorized representative of the "VENDOR AND/OR CONSULTANT" I (or my designee) have (has) obtained from the DHS website copies of the above-referenced manuals and acknowledge the provisions of said manuals are incorporated as part of the AGREEMENT between "VENDOR AND/OR CONSULTANT" and Allegheny County Department of Human Services.

CERTIFICATION
REGARDING ENVIRONMENTAL TOBACCO SMOKE

"VENDOR AND/OR CONSULTANT" agrees to comply with Public Law 103-227, Section 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children's Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; "VENDOR AND/OR CONSULTANT"s whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the "VENDOR AND/OR CONSULTANT" certifies that the submitted organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards, which contain provisions for children's services and that all subcontractors shall certify accordingly.

Signature: Beverly R. Karwoski Date: July 1, 2012 _____

Type Name, Title

Deloitte Consulting LLP

Beverly R. Karwoski

Principal

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

"VENDOR AND/OR CONSULTANT", in accordance with 45 CFR Part 76 certifies that it shall provide a drug-free workplace by:

1. Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuses in the workplace; and
 - b. "VENDOR AND/OR CONSULTANT"'s policy of maintaining a drug-free workplace; and
 - c. any available drug counseling, rehabilitation and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
2. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the "VENDOR AND/OR CONSULTANT"'s workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
3. Including in the published statement in #2 above, a requirement that each employee, as a condition of employment, shall:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
4. Notifying the County (and ODAP for services funded with PA Dept. of Health, Bureau of Drug and Alcohol funds) within 10 days after receiving notice under paragraph 3(b) above from an employee or otherwise receiving actual notice of such conviction.
5. Taking one of the following actions within 30 days of receiving notice under paragraph 3(b) with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such an employee, up to and including termination; or
 - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1-5 above.

Signature Beverly R Karwoski Date 7/1/2012
Type Name, Title
Deloitte Consulting LLP
Beverly R. Karwoski
Principal

"VENDOR AND/OR CONSULTANT" RESPONSIBILITY PROVISIONS

1. "VENDOR AND/OR CONSULTANT" certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the Federal government, and if the "VENDOR AND/OR CONSULTANT" cannot so certify, then it agrees to submit along with the bid/proposal (agreement) a written explanation of why such certification cannot be made.
2. If "VENDOR AND/OR CONSULTANT" enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or Federal government or who become suspended or debarred by the Commonwealth or Federal government during the term of this contract or any extension or renewals thereof, the Commonwealth shall have the right to require the "VENDOR AND/OR CONSULTANT" to terminate such subcontracts or employment.
3. The "VENDOR AND/OR CONSULTANT" agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the Inspector General for investigation of the "VENDOR AND/OR CONSULTANT"'s compliance with terms of this or any other agreement between "VENDOR AND/OR CONSULTANT" and the Commonwealth/County which result in the suspension or debarment of the "VENDOR AND/OR CONSULTANT". Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The "VENDOR AND/OR CONSULTANT" shall not be responsible for investigative costs for investigations which do not result in the "VENDOR AND/OR CONSULTANT"'s suspension or debarment.
4. The "VENDOR AND/OR CONSULTANT" may obtain the current list of suspended and debarred "VENDOR AND/OR CONSULTANT"'s by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg PA 17125
Telephone: 717-783-6472
Fax 717-787-9138

Signature: _____

Date July 1, 2012 _____

Type Name, Title

Deloitte Consulting LLP

Beverly R. Karwoski

Principal

TAX CERTIFICATION

Pursuant to the terms of the AGREEMENT between "VENDOR AND/OR CONSULTANT" and ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES, an authorized representative of "VENDOR AND/OR CONSULTANT" shall complete the following:

I Beverly R. Karwoski as a Principal
(name) (title)

of Deloitte Consulting LLP

do hereby certify that the above-named organization has complied with the requirements of the law and the prime funding sources' regulations regarding the obtaining of employer identification/account numbers and the

Collection

Payment

Depositing, and

Reporting of Federal, State and Local Taxes, and

The provision of W-2 forms to employees.

Signature

Beverly R. Karwoski
July 1, 2012

Date

LOBBYING CERTIFICATION FORM

(Note: If your organization is required to register as a lobbyist pursuant to Federal Regulations, attach a copy of your Disclosure of Lobbying Activities Form a copy follows)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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


Signature

Date July 1, 2012

Type Name, Title

Deloitte Consulting LLP

Beverly R. Karwoski

Principal

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Beverly R. Karwoski</u> Print Name: <u>BEVERLY R. KARWOSKI</u> Title: <u>PRINCIPAL</u> Telephone No. <u>412-402-5219</u> Date: <u>7/1/2012</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**ALLEGHENY COUNTY
DEPARTMENT OF HUMAN SERVICES
ANTI-TERRORISM CERTIFICATION FORM**

In compliance with the intent of the USA Patriot Act and other counter-terrorism laws, all organizations or individuals receiving funds through an agreement with the Allegheny County Department of Human Services, must certify:

A. The organization/individual is not on any federal terrorism watch lists, including the list in Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasury Department, and the list of Foreign Terrorist Organizations maintained by the US State Department.

B. The organization/individual does not, will not and has not knowingly

- provided financial, technical, in-kind or other material support or resources to any individual or entity that is a terrorist or terrorist organization, or that supports or funds terrorism.
- provided or collected funds or provided material support or resources with the intention that such funds or material support or resources be used to carry out acts of terrorism.
- provided financial or material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.
- regrant to organizations, individuals, programs and/or projects outside of the United States of America without compliance with IRS guidelines.

(Material support and resources means currency or monetary instruments or financial securities, financial services, lodging, training, expert advise or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation and other physical assets, except medicine or religious materials.)

C. The organization/individual

- takes reasonable affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.
- takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other materials support or resources to terrorist and terrorist organizations.

This certification is a material representation of fact upon which reliance was placed when this transaction as made and entered into.

Signature:	<i>Beverly R. Karwoski</i>	Date	July 1, 2012
Please print/type Name & Title	Beverly R. Karwoski Principal		
		Deloitte Consulting LLP	

CERTIFICATION REGARDING HIPAA COMPLIANCE

"VENDOR AND/OR CONSULTANT" will operate in accordance with the Health Insurance Portability and Accountability Act of 1996, Standards for Privacy of Individually Identifiable Health Information, 42 C.F.R., Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), including the portion codified at 42 U.S.C.A. § 17921 et seq., hereinafter "HIPAA Rules", and all other applicable laws and regulations involving the protection of personal information. By signing this certification, Service Provide certifies that the submitted organization will comply with the requirements of the "HIPAA Rules", including but not limited to:

- 1) Regularly assessing how "VENDOR AND/OR CONSULTANT" stores protected health information for the purposes of locating and remedying any potential risks and vulnerabilities to the confidentiality, security, integrity, and availability of that information.
- 2) Naming a security official and privacy official who will be individually responsible for the development, implementation, and maintenance of the policies and procedures required by HIPAA Rules
- 3) Documenting, reporting, and handling all security breaches according to the HIPAA Rules.
- 4) Maintaining records through methods, and for a period of time, to satisfy the "HIPAA Rules".
- 5) Following the "HIPAA Rules" when writing and executing contracts to second parties that receive personal health information from "VENDOR AND/OR CONSULTANT".
- 6) Writing and executing policies on how to appropriately dispose of, or reuse, electronic media.
- 7) Creating and enforcing a policy that invokes appropriate sanctions against workforce members who fail to comply with the security and privacy policies and procedures of the "HIPAA Rules".
- 8) Appropriately documenting all policies and procedures designed to comply with the "HIPAA Rules".
- 9) Periodically reviewing, and updating as needed, all policies and procedures designed to comply with the "HIPAA Rules".
- 10)

Name and Title of Privacy Officer	N/A – Multiple individuals within Deloitte based on business area
Signature: <u>Beverly R. Karwoski</u>	Date: <u>July 1, 2012</u>
Print/Type: <u>Beverly R. Karwoski</u>	Name & Title
<u>Deloitte Consulting LLP</u>	Organization

LISTING OF SUBCONTRACTORS

It is required that "VENDOR AND/OR CONSULTANT" submit to COUNTY a listing of all provider's subcontractors subject to this agreement that provider has entered into a formal agreement with for the performance of services exceeding \$10,000. The information required may be expanded at the discretion of the Director (or Director's designee) of the Department of Human Services.

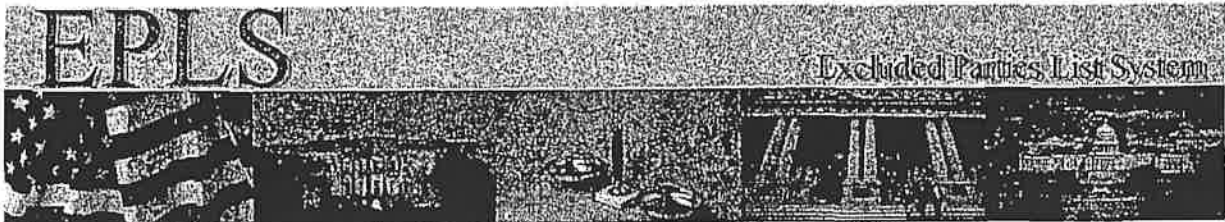
Name and Address	Contact Person	Telephone Number	Function/Description	Est. No. of Units	Est. Dollar Amount
Sigma Resources LLC 7950 Saltsburg Road, Pittsburgh, PA 15239			Information technology services company with skills and capabilities in Development, Database, and Integration Technologies such as .NET, Cognos, SQL and other programming technologies	N/A	\$950,000
Modis, Inc. 10151 Deerwood Park Boulevard Building 200, Suite 400 Jacksonville, Florida 32256			Information technology services company with skills and capabilities in Development, Database, and Integration Technologies such as .NET, Cognos, SQL and other programming technologies	N/A	\$635,000
Ness USA Inc. 300 Frank W. Burr Boulevard, 7th Floor, Teaneck, NJ 07666			Information technology services company with skills and capabilities in Development, Database, and Integration Technologies such as .NET, Cognos, SQL and other programming technologies	N/A	\$435,000

<p>iBusiness Solution, LLC</p> <p>5000 Lenker Street, Mechanicsburg, PA 17050</p>			<p>Information technology services company with skills and capabilities in Development, Database, and Integration Technologies such as .NET, Cognos, SQL and other programming technologies</p>	<p>N/A</p>	<p>\$297,000</p>
<p>CIBER, Inc.</p> <p>6363 S Fiddler's Green Circle, Suite 1400, Greenwood Village, Colorado 80111 USA</p>			<p>Information technology services company with skills and capabilities in Development, Database, and Integration Technologies such as .NET, Cognos, SQL and other programming technologies</p>	<p>N/A</p>	<p>\$470,000</p>
<p>Technosoft Corporation</p> <p>28411 Northwestern Hwy, Suite 640, Southfield, MI 48034</p>			<p>Information technology services company with skills and capabilities in Development, Database, and Integration Technologies such as .NET, Cognos, SQL and other programming technologies</p>	<p>N/A</p>	<p>\$840,000</p>
<p>eTeam, Inc.</p> <p>1001 Durham Avenue, Suite 201, South Plainfield, NJ 07080</p>			<p>Information technology services company with skills and capabilities in Development, Database, and Integration Technologies such as .NET, Cognos, SQL and other programming technologies</p>	<p>N/A</p>	<p>\$250,000</p>
<p>Mindteck Inc.</p> <p>1828 Good Hope Road, Suite 201, Enola, PA 17025</p>			<p>Information technology services company with skills and capabilities in Development, Database, and</p>	<p>N/A</p>	<p>\$200,000</p>

			Integration Technologies such as .NET, Cognos, SQL and other programming technologies		
Shakti, Group Inc. 3160 Bee Caves Road, 300B Austin, TX 78746, USA			Information technology services company with skills and capabilities in Development, Database, and Integration Technologies such as .NET, Cognos, SQL and other programming technologies	N/A	\$200,000
TEKsystems, Inc. 7437 Race Road, Hanove, MD 21076			Information technology services company with skills and capabilities in Development, Database, and Integration Technologies such as .NET, Cognos, SQL and other programming technologies	N/A	\$150,000

Submitted for approval with the understanding that prior written approval from the Department of Human Services will be obtained for any revision or addition to this listing.

Signature: Beverly R Karwoski Date: July 1, 2012
 Print/Type: Beverly R Karwoski Name
Principal Title
Deloitte Consulting LLP Organization



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : **Deloitte Consulting**
As of **13-Jul-2012 3:38 PM EDT**
Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

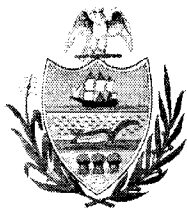
- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk



ALLEGHENY COUNTY
CONTRACT LOG
CONTRACT ADMINISTRATOR
412-350-7377

6-28

EXECUTIVE ACTION NUMBER 6009-16

Executive Action Date Approved 06/17/2016

Date Received From Law Department 06/24/2016

Date Signed By County Manager 6-24-16

Date forwarded to Controller 6-27-16

Date received to Controller

Date returned to Department

*Amend
D*

To : DIRECTOR

Department : Human Service(s)

From : COUNTY MANAGER

When billing please refer
Agreement#: 141802

Contract prepared for: DELOITTE CONSULTING

Description:

The Department of Human Services requests the County's authority to amend and extend the agreement with Deloitte Consulting until June 30, 2017.

Properly executed copies of the above-referenced agreement are returned herewith. You are requested to distribute those returned to you.

cc : Controller
Vendor : DELOITTE CONSULTING

AMENDMENT TO AGREEMENT

MADE and ENTERED into between the COUNTY OF ALLEGHENY, on behalf of the ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES, hereinafter referred to as "COUNTY"

and

DELOITTE CONSULTING referred to as "CONTRACTOR" by this writing hereby amend a certain agreement entered into by the parties herein, which is identified by Agreement No. 141802. Amendment is as follows:

- 1. Increase the agreement by \$15,930,000 to add funding for the second of the two additional optional years to extend the agreement until June 30, 2017 as per the terms of the Request for Proposal.
- 2. All other provisions of the agreement are to remain the same.

IN WITNESS WHEREOF, this Amendment is duly executed by the parties hereto, who intend to be legally bound.

CONTRACTOR

DELOITTE CONSULTING

Authorized Signature



Date 6/17/2016

Please Print Name

NAGEN SURIYA, DIRECTOR

Title

COUNTY OF ALLEGHENY

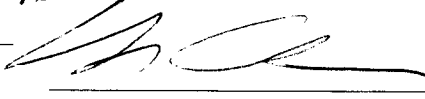


William D. McKain

County Manager

6-24-16
Date

APPROVED BY



Marc Cherna

Director, Department of Human Services

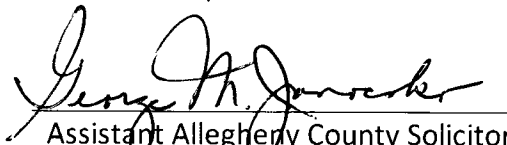
6/24/16
Date

APPROVED AS TO FORM



Allegheny County Solicitor

6/24/16
Date



Assistant Allegheny County Solicitor

6/23/16
Date

Amendment to Agreement between the County of Allegheny Department of Human Services and

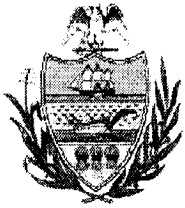
DELOITTE CONSULTING

Authorized by the County on

6-17-16

at Executive Action
No.

6009-16



REQUEST FOR EXECUTIVE ACTION
EA Title: FY 16-17 Deloitte Consulting Renewal
Originating Department: Human Service(s)

Run Date: 06/20/2016

Page 1 of 1

SEE DEPARTMENT AUTHORIZATION PAGE		
Contact: Barbara Mongelluzzo	Ext: 7329	Est Cost: \$69,303,566.00
Date Submitted By Agency: 06/16/2016		Est Revenue:
Date Approved: 06/17/2016		County Match:
Future Impact:		Account coding provided on JDE Contract Form
Included In Budget: Yes	For: Grant Operating	

Summary:

The Department of Human Services requests the County's authority to amend and extend the agreement with Deloitte Consulting until June 30, 2017.

Explanation:

The Department of Human Services requests the County's authority to increase the agreement with Deloitte Consulting by \$15,930,000.00 to add funding for the second of the two additional optional years to extend the agreement until June 30, 2017 as per the terms of the RFP.

All other provisions of the agreement shall remain the same.

# No.	Vendor	Project #	Contract Start date	Contract End Date	Ag #	Previous \$	Change \$	Amount \$	Fee
1	DELOITTE CONSULTING		07/01/2012	06/30/2017	141802	53,373,566.00	15,930,000.00	69,303,566.00	NO

Department	Department Director	Backup	Authorized	Department Authorized Date
Human Service(s)	Marc Cherna		Yes - Approved by Department Director	Jun 16, 2016 12:45:46 PM

CC: Controller
 Law Department
 Budget & Finance

Approved as Submitted
 Denied

Certified and Sealed : **Electronically Approved**

William McKain
 County Manager

06/17/2016
 Date



CONTRACT MOD/AMENDMENT FORM
COUNTY OF ALLEGHENY

Deb McNally	6/20/2016
Prepared by	Date
412/350-5133	
Preparers Phone Number	

DHS USE ONLY	
OU #	141802

Department: DHS - Office of A.I.M.S. - Bureau of Financial Management, Budgets and Reports

Supplier : Deloitte Consulting

Supplier # 571853

Fund # 12001

7/1/2012	TO	6/30/2017
CONTRACT PERIOD		

Executive Action No. 6009-16

CONTROLLER'S OFFICE USE ONLY	
CONTRACTS SECTION	
ORDER NO.	
BOX NO.	

CONTROLLER'S OFFICE USE ONLY	
CONTRACTS SECTION	
RECEIVED	
APPROVED	
POSTED	

Program-funded Lines (J Line Type Only):

	LINE TY	# OF UNITS	Tr. UoM	UNIT RATE	Account Number Job.object.costcode	Sub ledger	DESCRIPTION SERVICE/GOOD (30 Char.)	Amount - Extended Cost
1	J							
2	J							
3	J							
4	J							
5	J							
6	J							
7	J							
8	J							
9	J							
10	J							
11	J							
12	J							
13	J							
14	J							
15	J							
16	J							
17	J							
18	J							
19	J							
20	J							
21	J							
22	J							
23	J							
24	J							

CONTROLLER'S OFFICE USE ONLY

Insurance Attached:
 COMM ___yes ___no
 AUTO ___yes ___no
 PROF ___yes ___no
 FID ___yes ___no
 W/C ___yes ___no

Comments: _____ Initial: _____

CONTRACT MOD/AMENDMENT FORM
COUNTY OF ALLEGHENY

Deb McNally	6/29/2016
Prepared by	Date
412/350-5133	
Preparers Phone Number	

DHS USE ONLY	
OU #	141802

Department: **DHS - Office of A.I.M.S. - Bureau of Financial Management, Budgets and Reports**

Supplier : **Deloitte Consulting**

Supplier # **571863**

Fund # **12001**

7/1/2012	TO	6/30/2017
CONTRACT PERIOD		

Executive Action No. **6009-16**

CONTROLLER'S OFFICE USE ONLY	
CONTRACTS SECTION	
ORDER NO.	
BOX NO.	

CONTROLLER'S OFFICE USE ONLY	
CONTRACTS SECTION	
RECEIVED	
APPROVED	
POSTED	

Per diem Lines Capped by Contract Language (CL Line Type Only):

CAP ID	LINE TY	Quantity Ordered	Tr. UoM	Unit Cost	Account Number Job.object.costcode	Subledger	DESCRIPTION SERVICE/GOOD (30 Char.)	Amount - Extended Cost
1	CL				25920142 63014 0914	X	Adm Sppt/IT/Devlp/Consltng	15,930,000.00
2	CL				25920142 63014 0906	X	Adm Sppt/IT/Devlp/Consltng	15,930,000.00
3	CL				25020600 63014 00	X	Adm Sppt/IT/Devlp/Consltng	15,930,000.00
4	CL				25020800 63014 00	X	Adm Sppt/IT/Devlp/Consltng	15,930,000.00
5	CL				25920142 63014 0710	X	Adm Sppt/IT/Devlp/Consltng	15,930,000.00
6	CL				25020500 63014 00	X	Adm Sppt/IT/Devlp/Consltng	15,930,000.00
7	CL				25940625 63013 0238	X	Adm Sppt/IT/Devlp/Consltng	15,930,000.00
8	CL				25940029 63013 0238	X	Adm Sppt/IT/Devlp/Consltng	15,930,000.00
9	CL				25920142 63014 0922	X	Adm Sppt/IT/Devlp/Consltng	15,930,000.00
10	CL							
11	CL							
12	CL							
13	CL							
14	CL							
15	CL							
16	CL							
17	CL							
18	CL							
19	CL							
20	CL							
21	CL							
22	CL							
23	CL							
24	CL							
25	CL							

Total Contract Restricted Cap Amount \$15,930,000.00

NOTE: Cap on entire contract mod is \$15,930,000.00

Create a new for \$15,930,000.00 (Per Deb McNally)

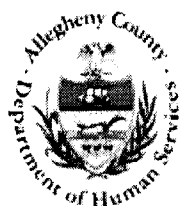
Total Amount Limited by Contract Language \$15,930,000.00

CONTROLLER'S OFFICE USE ONLY
Insurance Attached:
COMM ___yes ___no
AUTO ___yes ___no
PROF ___yes ___no
FID ___yes ___no
W/C ___yes ___no

Comments: _____ Initial: _____

#	Category	Project Name	Brief Description	Mandate	Low Effort Estimate	Notes
Ongoing						
	Ongoing	Maintenance & Operations (including Project Mgmt)	Production applications include KIDS, CIPS, IMPER, Synergy (YSP, HCM, Home Visiting Portal, Dragonfly, ITM, CSBG will be live in June), Jail Collaborative, Action Tracker, Dialtrac, DHS Request, DHS Assessment Tool, Reports Portal, HMIS, IRES, Allegheny Link, ClientView, Enterprise Portal, Integrated Monitoring Tool		\$ 4,150,000	Added \$50K to maintain IAM as part of maintenance - Added on 6/8/16 meeting
	Ongoing	Change Requests			\$ 1,500,000	
	Ongoing	Information and Data Management (IDM)	Assumes maintaining increased IDM team size		\$ 2,350,000	
	Ongoing	Infrastructure Upgrade	Includes: Storage/Cloud options assessment, service account password management, .Net framework upgrade, capacity planning, enterprise service alert mechanism, Global Catalog usage expansion		\$ 370,000	Per 6/6/16 meeting, reduced scope to remove several threads and reduced cost accordingly
Mandates						
13	Enterprise	HUD HMIS Changes	HUD has released a set of critical changes to the HMIS data standards for 2016. These changes will keep ACDHS HMIS in compliance with the HUD data standards	Yes	\$ 140,000	
24	KIDS	Trafficking screening and assessment	We need to add a CSEC (or trafficking) screening tool and assessment. In September we will have to screen each kid that goes on run. A new position (Behavioral Health Liaison) will need created and can mimic the nurse position, and those new BH liaisons will document the screening. If the screen is "positive" the BH liaison will conduct an assessment. This will help us track the number of identified victims which we must give to the state.	Yes	\$ 240,000	
30	KIDS	CWIS (State Changes)	This is a placeholder for the potential enhancement releases from CWIS that will impact and modify the county systems for KIDS and CWIS. At least one enhancement release is completed per year by the state that impacts the county systems.	Yes	\$ 220,000	
62	DARE	AFCARS Phase 2	Complete application / report changes based on AFCARS findings from Feds/State	Yes	\$ 215,000	
SOW Priority Initiatives						
1	Enterprise	Synergy and Case Plan Standardization	As additional program areas come into Synergy, standardization is critical so we can be as efficient as possible. Right now there are inconsistencies across program areas. This is high priority because we don't want to keep building on this without standardization. Also need to make sure all KIDS integration linkages are made for existing apps.		\$ 195,000	
2	Enterprise	Synergy Integration and Teaming Meeting Phase II	Needs to connect to the Case Plan Repository when built; need an external referral form; currently still a paper process; implement outstanding ITM backlog		\$ 50,000	Per 6/2/16 meeting, only outstanding ITM backlog has been kept in scope.
4	Enterprise	Synergy - LIFT	The LIFT system will be replaced by Synergy with the following modules: Referral, Demographics, Case Management, Contacts, Assessments, Case Plan, Service Log, Admin, Work load transfer, Assignment. Interfaces with KIDS, Home Visiting and other Synergy program areas.		\$ 340,000	
5	Enterprise	Synergy - IL	Need to build case management for 412 Youth Zone. Scope includes: Track referrals for IL youth, interface with other systems like KIDS/HMIS/Allegheny Link, ability to document IL service logs, document case notes/contact (information)/demographics, send data feed to transition plan, decommission IL program involvement in KIDS, Data Conversion		\$ 325,000	
11	Enterprise	MCI Enhanced Search Functionality	Need to enhance search functionality for users across applications. Will help people to not create duplicates. This includes changing searches in KIDS, IRES, HMIS, Link, Synergy (all program areas), and CIPS.		\$ 220,000	
12	Enterprise	HMIS Phase 4	1. Ability to de-identify and store DV clients 2. Exit pending rules for HMIS programs 3. The assessment questions will be mapped and agreed between our systems and DV provider systems to exchange data		\$ 250,000	Per 6/6/16 meeting, removed KIDS integration and mobile photo capability from scope and reduced estimate accordingly
15	Enterprise	BH Residential	New BH residential program. The following modules will be part of the scope for this program: Referral, Demographics, Dashboard, Waitlist, Unit Management, Work Load Transfer, Assignment, Reports, Assessments, Contacts, Level of Care, Priority.		\$ 270,000	
16	Enterprise	IMT Phase 2	Set of new IMT functionalities / enhancements		\$ 135,000	
17	Enterprise	IMT Phase 3	Requirements only initiative to gather requirements for consolidating and digitizing the various tools in use today, a mobile interface, and ability to upload documents		\$ 45,000	
22	Enterprise	Common Assessment Tool	Requirements only initiative to gather requirements for the following: - Updates/modifications to FAST for Synergy users - Integration between different program areas (including KIDS) and how the CANS/FAST/ANSA are shared and viewed/entered - Early Intervention CANS		\$ 45,000	
23	Enterprise	HMIS / Link - Penn Free Programs New Referral Path and HUD/HAP Separation	Requirements only. A new referral path for clients leaving D&A recovery and residential treatment providers will be created.		\$ 45,000	Per 6/2/16 meeting, DHS will do the business requirement and get the help of Deloitte as needed Added to the list on 6/14/16 by Marc
25	KIDS	CSI Investigator	CSI is a contracted provider that searches for missing children and families. We need to build their process into KIDS from referral, documentation including a new outcome screen for the investigators. We want to link the current absence screen and attachment request to a referral.		\$ 175,000	
26	KIDS	Health Data	We would like to incorporate the client health data for our dependent children into the KIDS health screens. Scope includes: - Map the health data being received from the state to KIDS data elements. - Load the health information into KIDS through a regularly scheduled batch. - Run client matching algorithm - Display data in KIDS health screens		\$ 205,000	Per 6/2/16 meeting, this can be removed for FY16-17. Added to the list on 6/14/16 by Marc
27	KIDS	Visitation / Mediation	Combined initiative to build generic framework to house Visitation and Mediation non-placement service referrals and potentially others in the future.		\$ 285,000	Per 6/2/16 meeting and subsequent conversation with Ian/Tracy, combined Visitation and Mediation initiatives and plan to build generic framework to house those non-placement service referrals and potentially others in the future. Therefore, also removed the estimate for #37 (Mediation). Assumption is there will be no customization between referral types as part of this initiative.
28	KIDS	Conferencing and Teaming enhancements phase 2	Need to enhance Meeting Prep screens, add/modify reports for the FAST, complete outstanding C&T backlog items, add a screen for documenting the Ages and Stages Questionnaire by the Alliance, and additional Family Plan and Prep/FAST enhancements		\$ 280,000	
29	KIDS	CWIS Enhancements (Carryover)	Remaining items from the existing CWIS Enhancements product backlog		\$ 95,000	
31	KIDS	PLC (Permanency Legal Custodian) changes	The process of certifying PLC homes and documenting subsidy needs reviewed and changes to the users completing the screens needs to change. Some of the screens will need to be completed by a provider (SWAN). Scope includes: - Create a standardized home study that can be accessed by KIDS users and providers. - Add validations for placement entry to check for updated licenses, certifications, home studies, etc. - Review and modify the existing PLC screens to fit the new business process and enable users to complete their responsibilities (including new approval workflows). - A conversion will be required for existing provider homes that already have a home study complete, so they don't have to start a new screen.		\$ 195,000	Per 6/2/16 meeting, scope has been reduced
32	KIDS	Community Engagement	The current CYF field screen process will be replaced with a community engagement that will sit within DHS but outside of CYF. Scope includes: - Ability to screen children from the field (eg. client's home) - this will be built in KIDS (part of the Call Screening/Referral module) - New Field Screen unit in the KIDS system - New screens to support Referral assignment to new Field Screen unit, new screen to support capturing the Field Screen findings, and updates to the existing Outcome screen - Mobile interface		\$ 180,000	Per 6/2/16 meeting, scope has been reduced
34	KIDS	KIDS UX	Implementing enhancements that improve user experience - backlog already exists for this initiative.		\$ 85,000	
36	KIDS	Provider Enhancements	We would like to improve some core functions for providers in KIDS such as how they receive referrals, search for their clients and assign to staff		\$ 150,000	Per 6/2/16 meeting, scope will be reduced as part of backlog planning so estimate has been reduced accordingly
38	KIDS	Intimate Partner Violence referral	1. Updates to the Service Referral module within KIDS, including Intimate partner violence's own non placement referral screens. 2. Batterers Initiative Program: - Provide Case Workers with information regarding the services their clients receive in the jail. - Need a new referral to this service as well.		\$ 250,000	
39	KIDS	Cross Over Youth Practice Model	Build out new KIDS module/screens to support the JPO-CYF business model and new reports (cross over unit by unit, office, and agency). The screen(s) need to display the necessary data elements from KIDS screens and/or JPO's data exchange. The screen(s) need the ability for CYF to update and push updates back to JPO.		\$ 245,000	Per 6/2/16 meeting, this can be removed for FY16-17. Added to the list on 6/14/16 by Marc.
41	KIDS	Supervisor Log	1. Complete remaining Supervisor Log Product Backlog 2. Carry over from FY15-16 SOW		\$ 35,000	
42	Fiscal	Enterprise Fiscal: FFS Claims to Enterprise	Currently, different program offices record FFS claims in different systems or do it manually. The goal is to bring FFS Claims into the Enterprise Fiscal / Claims repository. Scope includes bringing in OBH-EI and AAA claims, for which analysis is already in progress. Analysis also needs to be performed for remaining program areas to determine electronic solution.		\$ 240,000	

43	Fiscal	Enterprise Fiscal: Program Funded Invoice	Currently all program funded invoices are submitted to fiscal in Excel format and manually processed. As part of Enterprise Fiscal initiative the goal is to build an electronic process for the providers to submit the program funded invoice. Scope includes: 1. Functionality for the providers to submit their budget for program funded services once their contract is executed. 2. Functionality for the program office and fiscal to review and approve the budget 3. Functionality for the providers to submit their monthly invoice(s) for program funded services and for the program office and fiscal to review it 4. Fiscal functionality to process the submitted invoices	\$ 520,000	
44	Fiscal	Enterprise Fiscal: CIPS - MPER Integration	MPER is the system of record for Provider's contract related data and CIPS (MH Provider's billing system) needs to integrate with MPER to pull provider related Rates and Service Offering information. Scope includes: 1. All MH Providers rates need to be migrated from CIPS into providers respective contract 2. Build ability for MH Program office to document rates in MPER (mostly their rates are negotiated at the service or specialized service level and applies to most providers) 3. Modify CIPS application and 837 batch to accept and process service offerings information from MPER 4. Modify CIPS application and fiscal batches to read rates directly from MPER instead of CIPS 5. Fiscal process shall enforce cap limit set in MPER when processing claims 6. Cost center and fund information will be managed in MPER 7. 837 exception report will be formatted in Excel and will include duplicate claims	\$ 390,000	
47	Fiscal	Enterprise Fiscal: IRES	IRES Transportation and Out of County Payment Process – currently development is in progress, expected to go live by end of September.	\$ 55,000	
48	Fiscal	Enterprise Fiscal: Service tagging	1. Develop batch process to load service tags into enterprise fiscal database 2. Support the business team by providing required reports for analysis 3. Develop a screen to manage the service tagging	\$ 50,000	Per 6/2/16 meeting, scope has been reduced to exclude configuration screen, assume minimal changes to batch process between program areas, and reduced analysis support
49	Fiscal	MPER User Experience Transformation	An MPER user experience study was conducted in May 2016 which identified a new approach for the user experience in MPER. As part of the study, a partial prototype was developed for the new MPER. The goal of this initiative is to implement a new MPER user experience based on the findings of the study. Note: estimate assumes every current MPER screen will be part of redesign. An alternative approach can be considered to complete UX study to prototype remaining use cases, perform usability validation and finalize prototype.	\$ 75,000	Per 6/2/16 meeting, only complete remainder of user experience study in FY16-17 and then determine next steps. Cost has been reduced to reflect just user experience study remainder.
50	Infrastructure / Security	Business Continuity & Disaster Recovery Assessment	The Business Continuity Planning (BCP) & Disaster Recovery (DR) Assessment will identify the current state of DR and business continuity/continuity of operations covering critical aspects of People, Process, and Technology for ACDHS. It will also provide ACDHS compliance status with applicable industry standards and HIPAA regulations. The Assessment will culminate with a set of options for ACDHS to remediate specific gaps uncovered.	\$ 175,000	
51	Infrastructure / Security	eFaxing	DHS is considering purchasing a product for electronic faxing functionality. This initiative is to develop reusable component(s) to send or receive fax (e-Fax), which can be integrated with DHS applications.	\$ 115,000	
53	Infrastructure / Security	Application Security / SSDLC Implementation	sSDLC consists of (a) integrating security early in the business or functional requirements phase (b) security architectural reviews (c) Static Application Security Testing (SAST) or also called as Secure Code review (d) Dynamic Application Security Testing (DAST) using automated tool and manual testing techniques. This estimate is to create a security baseline by performing baseline secure code review and completing dynamic application security testing for production applications. After baseline creation, sSDLC will be integrated as part of initiatives.	\$ 145,000	
54	Infrastructure / Security	HIPAA Remediation Support	3rd year of HIPAA remediation roadmap	\$ 400,000	Per 6/8/16 meeting, reduced scope to remove eGRC assessment
59	DARE	ClientView	1. Allow users to see a Client's Service Involvement via a timeline 2. Ability to build a family unit (possibly pulled/suggested from other relationship tables within our transactional systems) 3. Ability to view a given Case's/Referral's timeline 4. Ability to turn Program Areas on/off within the timeline 5. Ability to save family unit groupings 6. Ability for clients to write and providers to view provider reviews	\$ 200,000	Per 6/2/16 meeting, scope has been reduced to remove provider reviews functionality
60	DARE	Adult Probation and Criminal Court Data	Provide Child Welfare case workers with criminal court and adult probation historical information on individuals in their cases to better serve families and also for safety reasons. Note: assumption is prior to start of this initiative, CPCMS and MDJS criminal court data and APCMS adult probation data will be brought into data warehouse through the IDM queue, as part of existing IDM tickets.	\$ 135,000	
61	DARE	BH Data Exchange	Requirements only initiative to determine requirements around the following: 1. Build interface to allow subcontracted BH providers to exchange clinical, administrative and financial information with ACDHS and its partners 2. Allow BH providers without Electronic Health Records to document, store and share information 3. Allow contracted ACDHS providers (including non BH social service organizations) to query and share information with BH providers, including referral information 4. Allow for the exchange of information, either via secure portal, or real time bi-directional exchange with physical health providers	\$ 45,000	
62	Infrastructure / Security	IAM, Identity Access Governance and Recertification	System modification in DHS Identity and Access governance solution to manage periodic recertification and access to Allegheny DHS critical business applications	\$ 100,000	Per 6/8/16 meeting with Bill, Vivek, Piyush, Alex and Kannan, scaled back IAM initiatives for FY16-17 to significantly reduce scope/cost while continuing progress on the IAM / HIPAA remediation roadmap
Total for all ROW Initiatives				\$ 15,930,000	



**Allegheny County Department of Human Services
Summary Allocation Statement**



AGREEMENT START DATE: 07/01/2012

AGREEMENT END DATE: 06/30/2017

Agency Name:

DELOITTE CONSULTING

DHS Office Name	Not To Exceed	Uncapped Fee
Administrative And Information Management	\$69,303,566.00	No
TOTAL NOT TO EXCEED*	\$69,303,566.00	

*EXCLUSIVE OF UNCAPPED FEE BASED SERVICES,SEE OFFICE/BUREAU SPECIFIC PAGES FOR FEES.



**Allegheny County Department of Human Services
Detailed Allocation Statement**



Contract Date: 07/01/2012 - 06/30/2017
Program Office: Administrative And Information Management
Provider: -
JDE Number:

Provider Name: DELOITTE CONSULTING

Group Name: Ungrouped Services

Service Allocation						
Program Name	Service Name	Amount Not To Exceed	Funding Source	Start Date	End Date	Service Comments
Not Applicable	Administrative Support Information Technology Development/Consulting	\$9,900,000.00	DHS programs	07/01/2012	06/30/2013	This will be a multi-year contract.
		\$10,816,611.00				
		\$15,930,000.00		07/01/2016	06/30/2017	
Support Services	Administrative Support Information Technology Development/Consulting	\$0.00	DHS programs	10/01/2014	06/30/2015	
Year 2	Administrative Support Information Technology Development/Consulting	\$13,700,000.00	DHS programs	07/01/2012	06/30/2013	This will be a multi-year contract.
Year 3	Administrative Support Information Technology Development/Consulting	\$13,700,000.00	DHS programs	07/01/2014	06/30/2015	
Year 4	Administrative Support Information Technology Development/Consulting	\$14,965,955.00	DHS programs	07/01/2015	06/30/2016	

Total for Administrative And Information Management , DELOITTE CONSULTING : \$69,303,566.00

Appendix B

2012 RFP Preceding Current Contract

(This prior RFP has no bearing on current RFP and is presented for informational purposes only)



County of Allegheny

DAN ONORATO
COUNTY EXECUTIVE

DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PURCHASING AND SUPPLIES

REQUEST FOR PROPOSAL

FOR

INFORMATION TECHNOLOGY PROFESSIONAL AND SUPPORT SERVICES

SPECIFICATION NO. 6721

This Request for Proposal contains requirements for proposers to assist the County in meeting M/W/DBE goals. Therefore, proposers must document their plan or good faith efforts to meet those goals. Please see M/W/DBE Requirements and fill out the Participation Statement.

RFP DUE DATE: Friday, January 27, 2012, 4:00 P.M.

**SUBMIT TO: Division of Purchasing and Supplies
Allegheny County Courthouse
436 Grant Street, Room 206
Pittsburgh, PA 15219
Frank Alessio III, CPPB
Deputy Chief Purchasing Officer
412-350-6918
Frank.Alessio@AlleghenyCounty.US**

REQUEST FOR PROPOSAL

RFP NUMBER: 6721

TITLE: RFP for INFORMATION TECHNOLOGY PROFESSIONAL AND SUPPORT SERVICES

DUE DATE: January 27, 2012

ADVERTISING DATE: October 28, 2011

DESCRIPTION: Proposal to provide **INFORMATION TECHNOLOGY PROFESSIONAL AND SUPPORT SERVICES** to the County of Allegheny

The undersigned hereby offers to furnish and deliver the articles or services as specified in strict accordance with the RFP and scope of proposal, all of which are made a part of this request. This offer is not subject to withdrawal without permission of the County of Allegheny Chief Purchasing Officer.

FULL LEGAL COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE OF AUTHORIZED SIGNER: _____

TELEPHONE #: _____

FAX #: _____

E-MAIL ADDRESS: _____

COMPANY INFORMATION

(This information is for tracking purposes only and has no role in the determination of the lowest, responsive, responsible proposer.)

check here if your firm is registered with the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises

check here if your firm is a "Minority Business Enterprise" or "MBE" as defined in the Small Business Act, 15 USC

check here if your firm is a "Women Business Enterprise" or "WBE" as defined in the Small Business Act, 15 USC

check here if your firm is a "Small Business" as defined by the Small Business Administration (13 C.F.R. 121.201, in most cases, this means a business with 500 or fewer employees)

NOTE: THIS PAGE AND PAGES 3 AND 4 OF THE FOLLOWING DOCUMENT MUST BE SUBMITTED WITH YOUR PROPOSAL. ALL PAGES REQUIRES A LIVE SIGNATURE SIGNED IN BLUE INK.

REQUEST FOR PROPOSAL

RFP NUMBER: 6721 INFORMATION TECHNOLOGY PROFESSIONAL AND SUPPORT SERVICES:

**Proposed Services- Indicate the Services (s) your Company proposes to provide:
Please refer to Table 1 – Scope of Work for detailed description of services**

- Program Administration and Management
- Development-Existing Applications
- Development-Planned Projects
- Development- New Project Capacity- Emerging Technology Functions
- Operations- Data Migration and Extract, Transform and Load (ETL) Operations
- Operations- Helpdesk and PC Support – Level 3 Only
- Operations- Infrastructure
- Operations- Training
- Operations- Security and Privacy
- Systems Maintenance and Support Functions
- Data Analysis and Data Management
- Reporting- Application, Ad Hoc, and Dashboard
- Support

ALLEGHENY COUNTY

M/W/DBE PARTICIPATION STATEMENT

A GOOD FAITH EFFORT MUST BE MADE TO MEET THE M/W/DBE CONTRACT GOALS OF 13%MBE AND 2%WBE PARTICIPATION AS OUTLINED IN THE "MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION AFFIRMATIVE ACTION" DOCUMENT

THIS PACKET INCLUDES THE FOLLOWING:

- 1. ROAD MAP TO MAKING A GOOD FAITH EFFORT**
- 2. SOLICITATION AND COMMITMENT FORM**

**FAILURE TO COMPLETE AND SUBMIT EACH SHEET OF THE ENCLOSED SOLICITATION & COMMITMENT FORM
MAY BE SUFFICIENT CAUSE FOR BID REJECTION**

You may contact the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprise (M/W/DBE) at (412) 350-4309 with any questions regarding the completion of the required forms.

Road Map to Making a Good Faith Effort

Allegheny County expects all firms to demonstrate a good faith effort to include Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) when bidding on County contracts. Allegheny County has established specific goals for the utilization of MBEs and WBEs, which are 13% and 2% respectively. A good faith effort as defined by the Code of Federal Regulations (49CFR26) means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirements. The following are examples of areas in which a good faith effort may be demonstrated:

Example 1: If bidding as a manufacturer, are there aspects of the manufacturing process or material use in the manufacturing of the commodity that can be acquired from a certified M/W/DBE? If the answer is yes, indicate on the solicitation and commitment form those M/W/DBE firms you have solicited in an effort to meet the contract goals for participation.

Example 2: If bidding as a service provider or supplier/broker, are there aspects of the contract that can be performed by a certified M/W/DBE in areas of personnel, transportation, assembly or procurement of products, distribution or other aspects of the contract which can be subcontracted out? If the answer is yes, indicate on the solicitation and commitment form those M/W/DBE firms you have solicited in an effort to meet the contract goals for participation.

If you are not successful in securing M/W/DBE participation after a “Good Faith Effort” is made, provide the following in your waiver request:

A detailed account of your efforts;
Your normal business practice and /or inventory profile; and
An active diversity plan/policy; and
An explanation as to why an M/W/DBE participation waiver is being requested.

****Certified M/W/DBEs can be found through the Pennsylvania Unified Certification Program website (www.paucp.com) and the Pennsylvania Department of General Services website (www.dgs.state.pa.us)****

**ALLEGHENY COUNTY
M/W/DBE PARTICIPATION STATEMENT**

Failure to complete this form and submit it with the bid may be sufficient cause for rejection of bid or proposal.

SOLICITATION AND COMMITMENT					
MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISES					
BID or RFP NUMBER	NAME OF BIDDER or PROPOSER	ADDRESS	PHONE NUMBER		
List below ALL M/W/DBE's that were solicited - whether or not commitment was obtained -- Copy this form as necessary					
MBE ___ WBE ___ DBE ___	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED	COMMITMENT MADE		GIVE REASON(S) IF NO COMMITMENT MADE
CERTIFIED BY:			___ YES (IF YES GIVE DATE)		
COMPANY NAME		SOLICITATION METHOD	MONTH ___ DAY ___ YR ___		
ADDRESS			___ NO		
CONTACT PERSON / PHONE #		QUOTE RECEIVED	AMOUNT COMMITTED		
EMAIL		YES NO			
		\$ AMOUNT _____			
		% OF TOTAL BID _____			
MBE ___ WBE ___ DBE ___	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED	COMMITMENT MADE		GIVE REASON(S) IF NO COMMITMENT MADE
CERTIFIED BY:			___ YES (IF YES GIVE DATE)		
COMPANY NAME		SOLICITATION METHOD	MONTH ___ DAY ___ YR ___		
ADDRESS			___ NO		
CONTACT PERSON / PHONE #		QUOTE RECEIVED	AMOUNT COMMITTED		
EMAIL		YES NO			
		\$ AMOUNT _____			
		% OF TOTAL BID _____			
MBE ___ WBE ___ DBE ___	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED	COMMITMENT MADE		GIVE REASON(S) IF NO COMMITMENT MADE
CERTIFIED BY:			___ YES (IF YES GIVE DATE)		
COMPANY NAME		SOLICITATION METHOD	MONTH ___ DAY ___ YR ___		
ADDRESS			___ NO		
CONTACT PERSON / PHONE #		QUOTE RECEIVED	AMOUNT COMMITTED		
EMAIL		YES NO			
		\$ AMOUNT _____			
		% OF TOTAL BID _____			

Prepared by: _____ Signature: _____ Title: _____ Date: _____

ALLEGHENY COUNTY
M/W/DBE PARTICIPATION STATEMENT (Waiver Request)

NAME of BIDDER or PROPOSER : _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SPEC or RFP NUMBER & TITLE: _____

IN ALL INSTANCES A GOOD FAITH EFFORT MUST BE MADE TO MEET THE M/W/DBE CONTRACT GOAL AS OUTLINED IN SECTION 3.10.8.8 OF THE 'MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION AFFIRMATIVE ACTION REQUIREMENTS" DOCUMENT.

If you plan to perform the entire contract without using MWDBE subcontractors and/or suppliers or have not completely met the MWDBE goal of 13%MBE and 2% WBE, **the following is required:**

- * a detailed explanation of your normal business practice
- * operation and/or inventory profile
- * an active company supplier/subcontractor diversity policy
- * explanation as to why an M/W/DBE participation waiver is being requested

NOTE: The fully completed M/W/DBE Participation Statement must accompany this waiver request, that shows your "Good Faith Effort".

Prepared by: _____ Signature: _____ Title: _____ Date: _____

REFER TO THE MWDBE SECTION OF THE INVITATION FOR BID FOR ADDITIONAL INFORMATION

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1. GENERAL INSTRUCTIONS TO SUPPLIERS

1.1 Purpose of Request for Proposals

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the provision of **INFORMATION TECHNOLOGY PROFESSIONAL AND SUPPORT SERVICES** (the “RFP”) to the County of Allegheny, (the “County”). The County as represented by its Division of Purchasing and Supplies, intends to use the results of this process to award a contract to one or possible more successful suppliers.

1.2 About this Document

This document is a Request For Proposal. It differs from an invitation for bid in that the County is seeking a solution, not a quotation meeting firm specifications for the lowest price. As such, the lowest price proposal shall not guarantee an award recommendation. Sealed proposals shall be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, experience in the field, availability or capability may be overriding factors. Price may not be determinative in the issuance of a contract award. The proposal evaluation criteria should be viewed as a standard that measures how well a supplier’s proposal meets the desired requirements and needs of the County. The criteria considered in evaluating the award are set forth in this document.

The County shall thoroughly review all proposals received. The County shall also utilize its best judgment when determining which suppliers to schedule meetings with after receipt of all proposals. The request for proposal process allows the County to negotiate with suppliers prior to awarding a contract. A contract shall be awarded to a qualified responsible supplier(s) submitting the best proposal. The County reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.

The issuance of this RFP does not obligate the County to enter into contract for any services or equipment.

1.3 Terminology

“**Agreement**” means the negotiated contract between the County and the Contractor to provide the Contract Services or Contract Items.

“**Proposer**” or “**Supplier**” means the person, firm, or corporation that submits a proposal to the Court and County, in response to the RFP, seeking to be selected as the Contractor.

“**Contractor**” means the entity selected by the County to perform the Contract Services or provide the Contract Items.

“**Contract Services**” means the services provided under the Scope of Contract as set forth in Section 2 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

“**Contract Items**” means the goods provided under the Scope of Contract as set forth in Section 2 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

1.4 Issuing Office

This RFP is issued for the County by the Division of Purchasing and Supplies (Issuing Office). The Issuing Office is the sole point of contact in the County for this RFP. Please refer all inquiries in writing to.

Point-of-Contact:

Frank Alessio, C.P.P.B

Frank.Alessio@allegHENYcounty.us

412-350-6918 / 412-350-5883

The contract shall incorporate by reference this RFP and the General Conditions and Instruction to Suppliers.

Proposers who have received the RFP from a source other than through the Pennsylvania Purchasing Group central notification, are advised to contact the point-of-contact above to provide their company's contact information. Proposers who have received the RFP by any method, are responsible for checking the website to obtain any addenda.

1.5 Proposal Delivery, Time, Date and Place

Separate and sealed proposals in response to this RFP shall be due by **Friday, January 27, 2012, at 4:00 p.m.** local time.

Proposals received after 4:00 p.m. shall be returned unopened. No exceptions shall be made.

The County reserves the right to extend or postpone the date and time for accepting proposals through an addendum.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by supplier shall become the property of the County when received. Nothing submitted shall be considered confidential or proprietary.

Proposals are due at the Division of Purchasing and Supplies, Allegheny County Courthouse, 436 Grant Street, Room 206, Pittsburgh, PA 15219.

1.6 Proposal Submissions

Proposers are requested to submit one (1) original, seven (7) hard copies of their proposal, and one (1) CD Disc. Proposers must include their company name and address on the outside of each envelope or container. The envelopes or containers must be sealed. The words RFP for Information Technology Professional and Support Services, Specification Number 6721 must appear on the outside of the envelope or container. To be considered, the proposal must respond to all requirements in the RFP. The contents of this RFP and your proposal shall become part of any contract(s) entered into as a result of this RFP. The proposer's proposal shall include the scope of work with a detailed work plan that outlines the specific project approach, timeline and methods that will be used during the project. The aim of a required proposal format is to simplify the evaluation process. It will ensure that all proposals are subject to a consistent review process. All proposals must include, in order, the following:

1. Proposal Authentication Form – See Page 2 of this RFP
2. Proposed Services Form – See Page 3 of this RFP
3. Cover Letter – Introduce the document’s content and purpose as well as identify individuals responsible for your proposal. You may also wish to include specific highlights about your company.
4. Executive Summary – A brief summary describing the specifics of your qualifications related to this project. If proposer is partnering with other organizations, the Executive Summary should introduce the partnered organizations and their qualifications. The Executive Summary must not exceed five pages and must represent a full and concise summary of the contents of the proposal
5. Company Background – Provide pertinent information about your company including a comprehensive description of services offered. In the event the proposal partners multiple proposers, describe the qualifications of all of the partners
6. References — Provide at a minimum a list of three (3) customer references; references will be verified. Failure to include three references is reason for elimination of the proposal from evaluation. References should be organizations currently utilizing similar technologies and having business processes similar to DHS. References shall include at a minimum:
 - a. Name and address of organization,
 - b. Contact Person, phone and email,
 - c. Type of organization, size of organization, employees and annual operation budget,
 - d. Date of service (s) engagement,
 - e. Size of service implementation
7. Objectives – Provide specific information on how your organization will achieve through the implementation of the services proposed meeting the Objectives as outlined in Section 2.2
8. Scope of Work — Provide specific answers and narrative to the detailed information in Section 2.3
9. Information, documents, matrices, etc. – Provide as necessary to give an accurate and complete depiction of the services to be delivered, including the Responsibilities of the Proposer and County. Such information should include benchmarks for product acceptance
10. Resumes of Key Personnel – required key personnel for the project are described in Section 2.5.1,

Proposals must be submitted in the format, described in this RFP. To be considered, the proposal must respond to all requirements in the RFP. The contents of this RFP and your proposal shall become part of any contract(s) entered into as a result of this RFP.

The County reserves the right to request additional information which, in the County's opinion, is necessary to assure that the proposer's competence, business organization, and financial resources are adequate to perform in accordance with this RFP and any resultant contract.

The County may make such investigation as it sees fit to determine the ability of the proposer to perform the work, and the proposer shall furnish the County all such information and data for this purpose as requested by the County. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to satisfactorily perform the work specified.

When asked, proposers shall also include their answers to the questions listed in this RFP using the same answering sequence as put forth in the RFP.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

Any other information thought to be relevant, but not applicable to the enumerated questions, should be provided as an appendix to the proposal.

1.7 Proposal Timelines:

The County reserves the right to adjust the anticipated award date based on the proposal evaluation process:

Activity	Target Date
County Issues RFP	Friday October 28, 2011
Mandatory Pre-Proposal Conference	Thursday December 1, 2011
Proposal Due	Friday January 27, 2012
RFP Evaluation Period	January 30 – February 15, 2012
Oral Presentations, Demonstrations, Site Visits (as requested by DHS- refer to Section 4.3 Evaluation of Proposals)	Week of February 27, 2012
Recommendation of Contractor (s)	Week of March 19, 2012
Award Contract (s)	April, 2012
Contract Begin Date	July 1, 2012
Knowledge Transition/New Contract Transition	Beginning July

1.8 Clarification of Requirements

It is the intent and purpose of the County that this RFP permit competitive proposals. It shall be the supplier's responsibility to advise the point-of-contact if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notifications must be submitted in writing and must be received by the Issuing Office no later than seven (7) days prior to the proposal due date. A review of such notification shall be made.

All requests for additional information or clarification concerning this RFP must be submitted in writing no later than November 21, 2011 and will be addressed in writing at the mandatory pre-proposal conference to be held on Thursday December 1, 2011. All questions must be submitted in the format of Attachment D.

All RFP-content questions should be addressed to:

Lisa M. Paris
 County of Allegheny Department of Human Services
 Office of Administrative and Information Management Services
 One Smithfield Street – 5th Floor
 Pittsburgh, PA 15222-2221
 (412) 350-3179
Lisa.Paris@AlleghenyCounty.US

All purchasing questions should be addressed to:

Frank Alessio, C.P.P.B
 County of Allegheny
 Division of Purchasing and Supplies
 Allegheny County Courthouse
 436 Grant Street / Room 206

Pittsburgh PA 15219

Fax: 412-350-6918, E/mail: Frank.Alessio@county.allegheny.us

1.9 Pre-Proposal Meeting

A mandatory pre-proposal conference will be held on Thursday December 1, 2011 starting promptly at 9:00 a.m. and not exceeding a two hour period.

The conference will be located at, Human Services Building, One Smithfield Street, Pittsburgh, PA 15222, Lower Level, Homestead Grays Conference Room. Attendance in person or by teleconference is acceptable, reservations and method of attendance is required by contacting Virginia Laboy at: Virginia.Laboy@AlleghenyCounty.US, no later than Monday November 28, 2011.

Questions and answers discussed at the conference and submitted up November 21, 2011 will be published via email and as an addendum to the RFP by December 9, 2011.

1.10 Addenda and Modifications

Any changes, additions, deletions, or clarifications to the RFP are made by amendments (addenda). Any supplier in doubt as to the true meaning of any part of the RFP documents may request any interpretation thereof from the Issuing Office. At the request of the supplier, or in the event the Issuing Office deems the interpretation to be substantive, the interpretation shall be made by written addendum issued by the Issuing Office. Such addendum issued by the Issuing Office shall become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations shall be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the Issuing Office no later than seven (7) days prior to the proposal closing date.

All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the County. Only information supplied by the County in writing or in this RFP should be used in preparing proposal responses. All contact that a supplier may have had before or shall have after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communications facility regarding this RFP should be disregarded in preparing responses.

The County does not assume responsibility for the receipt of any addendum sent to suppliers. A copy of all addenda issued must be signed and returned with your proposal.

1.11 Examination of Documents and Requirements

Proposers shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

Before submitting a proposal, each proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements effecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the supplier from an obligation to comply, in every detail, with all provisions and requirements of the RFP.

1.12 Minority, Women or Disadvantaged Business Enterprise (M/W/DBE) Requirements.

M/W/DBE's shall receive equal opportunities to submit proposals and shall not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A MWDBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

A listing of MWDBE's certified by the County and the Pennsylvania Unified Certification Program, can be found at www.county.allegheny.pa.us/mwdbe.

1.13 Conflict of Interest

The proposer shall not accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

By signing their proposal, the proposer certifies and represents to the County that the proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantaged information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

1.14 Proposal Preparation Costs

Issuance of this RFP does not commit the County, in any way, to pay any costs incurred in the preparation and submission of a proposal. The issuance of this RFP does not obligate the County to contract for any services or equipment. All costs related to the preparation and submission of a proposal shall be paid by the proposer.

1.15 Insurance

The supplier shall obtain and maintain during the life of the Contract, with an insurance supplier rated not less than A- by A.M. Best, authorized to do business in the Commonwealth of Pennsylvania, the following insurance requirements:

Automobile Liability. Bodily injury and property damage liability covering all non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage. Bodily injury and property damage liability covering all owned automobiles for limits of not less than \$300,000 bodily injury each person, each accident and \$300,000 property damage, or \$300,000 combined single limit – bodily injury and property damage.

Commercial General Liability. Bodily injury and property damage liability as shall protect the Supplier and any subcontractor performing work under the Contract, from claims of bodily injury or property damage which arise from operation of the Contract, whether such operations are performed by the supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each

occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of the Contract.

Professional Liability. Coverage as shall protect the Supplier and any subcontractor performing work under the Contract, from claims errors and omissions which arise from operation of the Contract, whether such operations are performed by the Supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 each occurrence/aggregate and \$1,000,000 excess liability, each occurrence/aggregate.

Worker's Compensation and Employers Liability. The supplier shall meet the statutory requirements of the Commonwealth of Pennsylvania, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit

Proof of Insurance. The supplier shall not commence any work in connection with the Contract until it has obtained all of the foregoing types of insurance and proof of such insurance has been approved by County. The supplier shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

Deductibles. The County shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the supplier and/or subcontractor providing such insurance.

Additional Insured. Allegheny County and the City of Pittsburgh shall be named as an additional insured for operations or services rendered under the general liability coverage. The supplier's insurance shall be primary of any self-funding and/or insurance otherwise carried by the County and City for all loss or damages arising from the supplier operations under this agreement. Certificates of such insurance will be furnished to the County and City and shall contain the provision that the County and City be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring supplier.

Documents. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the County Department of Insurance shall be furnished. If any part of the work under the Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Contract, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. The parties stipulate that the supplier shall maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the supplier from meeting all insurance requirements or otherwise being responsible for the subcontractor.

No program of self-insurance shall apply to any of the foregoing coverages without prior approval of the County.

The successful bidder shall be responsible to require his sub-contractors to comply with all of the insurance requirements of this agreement.

The Chief Purchasing Officer may waive or modify any of the insurance requirements at his discretion.

1.16 Option to Extend

The Division of Purchasing and Supplies, reserves the right, upon notice to the supplier, to extend the Agreement or any part of the Agreement for up to three (3) months, upon the same terms and conditions after the indicated expiration date as described in the Agreement. This shall be utilized to prevent a lapse in Agreement coverage for the goods or services indicated on the Agreement, and only for the time necessary to enter into a new Agreement. When applicable, an extension notice shall be issued defining the exact extension of the Agreement; all other terms and conditions of the extended Agreement shall remain in full force and effect.

2. SCOPE OF CONTRACT

2.1 Introduction and Background:

The Allegheny County Department of Human Services (DHS) was created in 1997 to consolidate the provision of human services across Allegheny County. DHS is responsible for providing and administering publicly-funded human services to Allegheny County residents. DHS is dedicated to meeting these human services needs, most particularly for the county's most vulnerable populations, through an extensive range of prevention, early intervention, crisis management and after-care services service coordination, and treatment services through its five Program Offices:

- Area Agency on Aging (AAA)
- Office of Behavioral Health (OBH)
- Office of Children, Youth & Families (CYF)
- Office of Community Services (OCS)
- Office of Intellectual Disability (OID) (formerly MR/DD)

DHS also has four Support Offices:

- Office of Administrative and Information Management Services (AIMS) — provides administrative support services for the entire DHS, including fiscal, human resources, and management. Since 2010, assists in the research, informational needs and evaluation processes for all DHS program offices.
- Office of Community Relations (OCR) — offers internal and external communications, including media relations, public events, education, and donations. Also handles consumer concerns/complaints (Director's Action Line). The Allegheny LINK and Children's Court Liaison are also part of OCR.
- Office of Data Analysis, Research and Evaluation (DARE) – supports and conducts research to produce community-ready information about the work of DHS.
- DHS Executive Office provides leadership for Integrated Program Services and all Programmatic work in the Department, in addition to the areas focused on transition-age and multi-system youth.

The current DHS organization is illustrated in this link: <http://www.alleghenycounty.us/dhs/offices.aspx>

DHS has approximately 1,200 employees with an annual budget of nearly \$900 million from over 190 different funding sources. Services are provided or retained through both direct county services and contracted providers. The DHS service provider network includes approximately 400 agencies. The majority of providers and community partners are located within Allegheny County and the state of Pennsylvania.

2.1.1 Vision Statement

To create an accessible, culturally competent, integrated and comprehensive human services system that ensures individually tailored, seamless and holistic services to Allegheny County residents, in particular, the county's vulnerable populations.

Guiding Principles- All services will be:

- High quality—reflecting best practices in case management, counseling, and treatment.

- Readily accessible—in natural, least-restrictive settings, often community-based.
- Strengths-based—focusing on the capabilities of individuals and families, not their deficits.
- Culturally competent—demonstrating respect for individuals, their goals, and preferences.
- Individually tailored and empowering—by building confidence and shared decision-making as routes to independence rather dependency.
- Holistic—serving the comprehensive needs of families as well as individuals through tangible aid and a full continuum of services—
 - Information Exchange
 - Prevention
 - Early Intervention
 - Case Management
 - Crisis Intervention
 - After Care

2.2 Objective:

DHS seeks to partner with one or more technology firms and invites all interested and qualified contractor(s) to submit proposals to provide Information Technology Professional Services and Support Services. The Successful Proposer (s) must support the DHS Vision and Guiding Principles in responding to this RFP and are expected to provide DHS with information, evidence, and demonstration of best value that will permit the award of contract(s) in a manner that best serves the interests of DHS and its clients.

DHS seeks to accomplish a number of technical and business goals during the time spanned by this contract. Within the scope of this contract DHS and the selected provider will work together to create and achieve the goal of an efficient and responsive customer oriented organization poised to respond to changes and trends in technology in a cost effective methodical approach. Expected is utilization of Project Management skills and tools to expertly plan, report and complete projects on time in scope and within budget. Several of these goals include increasing the rate of return on Technology hardware and software investments; provide information and assistance on a developing a mobile computing plan; provide information and technology assistance on evaluation of current and anticipated future applications and proposing efficient and effective business solutions; increasing network system efficiency, consulting on future infrastructure requirements; completion, and the ,maintenance and operation and succinct reporting out of a Child welfare case management system that has been developed over the past several years, development of a similar Adult case management system thru developed or proprietary software solutions; integration and enhancement or new solutions of current application software systems, The successful Proposer(s) will be responsible for proposed professional services and support as described under “Scope of Work” and must adhere to the RFP guidelines. The County may elect to divide the scope and to obtain portions of the work from multiple suppliers. The respondent should also be prepared to describe how their proposed services will assist DHS in addressing meeting the following additional goals and challenges:

1. Improve data quality and integrity of integration across multiple software applications.

2. Thoroughly understand the end user or customer need to report and access data from a variety of application systems and extract and report on that data for internal and external reporting needs.
3. Facilitate the continuing integration of DHS programs, to provide holistic service offerings to County residents.
4. Assist DHS management in Developing a Technology Roadmap as appropriate to the service (s) proposed; to review the current state of DHS staffing, infrastructure, current state of our data and level of system integrations, and level of internal and external customer satisfaction; to develop a strategy and approach to implement services that addresses how technology can be leveraged to improve delivery of services, data quality and security and the efficient use of staff time
5. Assure Contractor collaboration and knowledge transfer to DHS staff, develop detailed plans on how the Contractor and DHS staff will collaborate, determine how work will be reviewed, and develop a method for identifying, analyzing and resolving issues.
6. Be prepared to assist senior DHS management in their ability to understand and accommodate changes in technology products and platforms

2.3 Existing Conditions:

The respondent should be aware of the following conditions, and are required to describe in the proposal how these conditions will be accommodated.

- DHS recently completed, late 2010, the **integration of two DHS support offices**—Office of Administration and Office of Information Management—into **the new DHS Office of Administrative and Information Management Services (AIMS)**. This significant change was a result of months of thoughtful deliberation and strategizing about all essential functions within these two offices. The planning continues with an expanded transition team representing both administrative and information management staff, which will finalize the roles and responsibilities within the new office. The recommendations made by the transition team align with emerging practices in both the private and public sectors to consolidate these two areas of operation. Not only are shrinking resources maximized but data can be better utilized to make sound business decisions. No area is more sensitive than information management to the need for continuous evolution in response to the rapid changes occurring in technology and in the needs of DHS clients, service providers, and workforce. We are confident that the foundation created to date will ensure the flexibility and technical capacity for such a response. The transformational administrative and operational changes that have taken place within the Department of Human Services from our creation in 1997 to the present date is detailed in the report *Challenges & Change 1997-2010 Transforming an administrative infrastructure to support program integration* is provided in the link below:
 - <http://www.alleghenycounty.us/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=32772>
- DHS is currently receiving services from professional service suppliers who may or may not elect to respond to this RFP. The successful respondent will need to obtain technical data and knowledge from these incumbent suppliers, not all of which is formally documented. A transfer of knowledge and transition period will be based upon the service and level of need. The successful respondent should show experience in the transition of staff and be able to articulate this experience in a written project plan.

- Key individuals: Among the current employees of the incumbent professional suppliers, there are several key individuals with irreplaceable business knowledge about DHS systems, data and practices.
- DHS works in collaboration with the Allegheny County Division of Computer Services (DCS). Coordination and consultation with DCS policies and procedures must be taken into consideration with all information technology professional services and support. DCS has responsibility for county computer policies and procedures as well as administration of county-wide network, infrastructure, security firewalls, and email. In addition, DCS is responsible for county-wide ERP systems operations (including storage and backups) and is the primary county resource for telecommunications, voice mail and mobile devices.

2.3.1 Existing Technology Conditions

The proposer should be aware of the following conditions, and be prepared to describe how these conditions have been accommodated in their proposal. The existing DHS application software includes a wide mix of technologies and platforms, including:

- Microsoft .Net architecture – for all future development.
- Microsoft VB/ASP – for existing MPI/eCAPS, eQuest, and related applications.
- Oracle databases – for consumer information, including data warehouse development and reporting.
- Microsoft SQL Server databases – for user account administration and existing workflows
- Third-party systems: DHS staff use external applications, housed at the County or at third-party locations, some of which are mandated by the State; such as:
 - Oracle (JDEdwards/PeopleSoft) County’s accounting system
 - Onbase – County’s document management and workflow system
 - HCSIS – a Pennsylvania state-supported system
 - PROMISe – a Pennsylvania state-supported system
 - SAMS - Area Agency on Aging case management system, (hosted and mandated by the Pennsylvania Department of Aging)
 - LIFT – Office of Community Services case management system

DHS has developed application software programs which are used by County employees and third-party (Provider) agencies; such as:

- KIDS – Key Information and Demographic System – Office of Children Youth and Family case management system
- Multiple web-based applications to support clinical and administrative functions

A summary of these application software programs and data flow are included in ***Attachment A & B***

2.4 Services

Table 1 lists the services items. The respondent must bear in mind that the Services are subject to change during the term of the contract. In Table 1, the Frequency indicates the approximate resource allocation, to each Service Item in Fiscal Year 2011-2012, for the type of services being requested under this RFP. These staffing levels are not guaranteed of support for the term of the contract

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
1	Program Administration & Service Management	Working together with DHS Staff; Support program management functions to maximize effective use of IT. Provide management and administrative support to operations at various departmental levels. This will be accomplished through the use of systems, networks, communications, database operations and data archival/retrieval systems; Provide overall program management assistance, including project planning, tracking, budgeting, and scheduling; Assist in developing procedures and policies in support of DHS business and program management requirements and make recommendations to the appropriate manager(s); Monitor adherence to all established project budget, schedule and performance milestones and report deviations to the project manager; Identify methodologies for the early identification and effective correction of program performance and quality problems	Project Plans Project Schedules Status Reports Risk Management Plans Change Request Tracking Performance Monitoring Report Knowledge Transfer Plans	Weekly Monthly Quarterly	Program & Project Management Database Administration
<p>Process Maturity Competencies –DHS has multiple ongoing and planned software development work streams that demand effective management of project scope, risk, time, cost and communications. Provide answers to the following questions:</p> <p>Describe your project management approach and methodology.</p> <p>Describe your experience in providing IT project management services to HHS organizations at the local government level.</p>					

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		<p>Provide templates for the work products listed under Service Item 1 within Table 1 – Services.</p> <p>Provide a description of the proposed operating model - team organization, reporting structure, etc.</p> <p>Service Management Process Maturity -DHS has multiple ongoing and planned software maintenance work streams that require timely and coordinated effort from multiple internal and provider teams. A structured and effective service level management approach will be critical to assure predictable levels of service and timely resolution of problems. Provide answers to the following questions:</p> <p>Describe your approach to service level management; have you implemented formal techniques such as ITIL?</p> <p>Describe your experience in identifying customer organization’s service level needs such as infrastructure service levels, availability levels, system performance levels, bug fix turnaround time by feature, function, etc.</p> <p>Propose metrics for measuring and managing infrastructure service levels, availability levels, system performance levels, bug fix turnaround time by feature, function, etc.</p> <p>A significant number of IT issues/tickets may require coordination between various service providers and internal organizational units. Describe your approach to and experience with coordinating work efforts to resolve IT issues.</p> <p>Describe your experience in structuring formal multi-party service level agreements in order to ensure effective and timely resolution of issues, and predictable and high quality delivery of services.</p> <p>Describe your approach to ongoing measurement and continuous improvement of service levels?</p> <p>What will be your approach to meeting annual cost reduction targets while maintaining service quality levels for recurring services such as operations, maintenance and support.</p> <p>Transition Management Process Maturity- DHS may from time to time require task transition between provider and county staff. Describe your approach to transition planning and management by specifically addressing the following:</p> <p>Transition risk management – what risks and challenges do you foresee if your staff is phasing into or out of a task(s)? How will you mitigate those risks?</p> <p>Transition methodology – Describe your approach to conducting knowledge transfer, readiness assessment, hand-off, etc.</p> <p>Propose a template for transition planning - identify key activities and milestones.</p> <p>Describe your experience transitioning work from your staff to your customer’s staff and vice versa; discuss topics including but not limited to governance structure, methodology, challenges, resolution, etc.</p> <p>Describe your experience transitioning work from another provider’s staff to your staff and vice versa; discuss topics including but not limited to governance structure, methodology, challenges, resolution, etc.</p>			
2	Development-Existing Applications	Working together with DHS Staff; Provide consultation and support services for the full life cycle of software product development, including	Dialtrac Enhancements Create a SharePoint Environment	As Needed or Prioritized	Business analysis Project Management

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		<p>communication with the user community during requirements elicitation, analysis, and prototyping, as well as communication with the development team during system analysis; (Full cycle Project Management)</p> <p>Working together with DHS Staff; Provide support for software quality and assurance issues and strategies;</p> <p>Working together with DHS Staff; Perform software requirements elicitation and analysis, design, development, testing, hosting, and implementation tasks;</p> <p>Working together with DHS Staff; Support and monitor software quality assurance and configuration management activities, such as data dictionaries, configuration management plans, configuration management minutes and directives;</p> <p>Working together with DHS Staff;, provide alternative COTS solutions to satisfy business needs and enhance effectiveness of business operation</p> <p>Conduct and monitor software testing to ensure DHS requirements are satisfied. Provide software maintenance monitoring and documentation;</p> <p>Develop software solutions utilizing a wide range of programming languages, and provide analytical support to include user requirements and feedback, configuration change management, evaluation of alternative methods, and financial impact;</p> <p>Technical, logistical and financial information management systems support;</p>	<p>Data Warehouse Enhancements</p> <p>Holiday Project Reporting</p> <p>Tools</p> <p>MPER Enhancements</p> <p>MCI Enhancements</p> <p>ANSA Development</p> <p>CANS Development & Enhancements</p> <p>HMIS Enhancements</p> <p>DHS Request Enhancements & Reporting</p> <p>KIDS Enhancements & Reporting</p>		<p>Oracle™ database</p> <p>Cognos</p> <p>ReportNet™</p> <p>Text-file extracts from source systems</p> <p>Agile Modeling and Agile Development</p> <p>Microsoft .Net</p> <p>Visual Basic</p> <p>Project Management</p>

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		Preparation of system performance analysis reports, system integration plans and other documentation to support the effective and efficient evaluation and implementation of IT solutions;			
<p>Software Development Process Maturity -DHS has multiple ongoing and planned software development work streams that demand structured software development approaches. Provide answers for the following:</p> <p>Describe your process for and experience with waterfall and agile software development. Describe your software requirements elicitation approach. Describe your software design process and experience. Describe you software quality assurance approach. Propose a software product acceptance framework /criteria.</p> <p>Technology Areas -DHS has multiple ongoing and planned software development work streams that demand knowledge of and experience with a variety of technology platforms and products. Provide answers to the following:</p> <p>DHS has selected Microsoft .Net as the enterprise software framework. Describe your experience with the .Net framework. DHS has selected Oracle as the DBMS for the data warehouse. Describe your experience with Oracle. DHS has selected COGNOS and Crystal Reports for business intelligence. Describe your experience with COGNOS and Crystal Reports. Describe your experience with statistical data analysis tools such as SAS and SPSS</p> <p>Data Warehouse -DHS has developed and implemented data warehouse assets that collect, organize and link data from multiple service systems. There are current and planned work-streams to maintain, support and enhance the data warehouse assets. Have you designed, developed and deployed data warehouse systems to match and link client and service data from multiple HHS service systems? Provide descriptions of high-level approach and architecture. Describe your experience analyzing business requirements and designing data warehouses in the health and human services domain. Discuss primary use cases, challenges and architectural choices. Discuss your experience with data profiling and data quality management as it relates to implementation of data warehouses in</p>					

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
<p>the HHS domain. What data quality issues did you encounter and how did you address them? Discuss your experience designing and implementing the Extraction, Transformation, and Loading (ETL) layer for data integration in the HHS domain. What were the main challenges and how did your design and implementation approach address those challenges? Discuss your experience designing and implementing real-time data movement capability for data warehouse integration. Discuss your experience with scaling and performance tuning as related to data warehouses and/or data marts. Discuss your experience with metadata management for data warehouses and marts.</p>					
3	Development-Planned Projects	<p>Evaluate new software products and technologies, and provide recommendations to enhance existing systems and build new systems Working together with DHS Staff;, Provide consultation and project management support services for the full life cycle of software product development, including communication with the user community during requirements elicitation, analysis, and prototyping, as well as communication with the development team during system analysis; Perform software requirements elicitation and analysis, design, development, testing, hosting, and implementation tasks; Develop software solutions utilizing a wide range of programming languages, and provide analytical support to include user requirements and feedback, configuration change management, evaluation of alternative methods, and financial impact; Provide software development and developmental support services for systems integration and applications Provide support services to enhance mobile and wireless technology use</p>	<p>Adult Case Management System Application to Manage Referral & Outcomes for Jail Collaborative Program Application for Justice Related Services Referrals Contract Workflow in MPER Electronic Grant Tracking System Adult Training Facilities Database- Maintain and/or develop Access Databases – for example Personal Care Home database- Aging + Across – DHS Interagency review., communication s database for OID so providers can see that database Outside of our applications database – Program Offices now have new procedure or funding and it requires data collection, summarization,</p>	As Needed or Prioritized Database high level skills – Monthly – development	

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
			analysis and reporting. DHS has found development of spreadsheets and/or Access database processes to be most effective and efficient. One of two reasons – temporarily hold information that needs to be imported into an application- or not available in an application (HCSIS –SAMS) and they need additional information to support the program outcome measures. Requests for data are from outside sources – increase users + security + privacy + infrastructure, storage, + access.		
<p>Business Domain Competencies:</p> <p><i>HHS Domain Experience- Provide responses to the following questions:</i></p> <p>Describe your experience in analyzing business processes, identifying process improvement opportunities, gathering functional requirements and developing and/or implementing solutions for child protection services, foster care services, prevention services and other child and family centered services.</p> <p>DHS has systems such as CANS that help meet the mandated requirements for federal reporting purposes. Describe your experience in analyzing federal reporting requirements and developing reporting capabilities for child welfare systems.</p> <p>Describe your experience in analyzing business processes, identifying process improvement opportunities, gathering functional requirements and developing and/or implementing solutions for homeless management information systems.</p> <p>Describe your experience in analyzing business processes, identifying process improvement opportunities, gathering functional requirements and developing and/or implementing solutions for behavioral health related systems.</p> <p>Describe your experience in analyzing business processes, identifying process improvement opportunities, gathering functional requirements and developing and/or implementing solutions for jail management systems.</p>					

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
<p>Describe your experience in analyzing business processes, identifying process improvement opportunities, gathering functional requirements and developing and/or implementing solutions for adult care management systems.</p> <p>Describe your experience with outcomes measurement and reporting systems for HHS.</p> <p>Describe any additional HHS process and systems experience that you may have.</p> <p>Administrative Domain Experience- Provide responses to the following questions:</p> <p>Describe your experience in analyzing business processes, identifying process improvement opportunities, gathering functional requirements and developing and/or implementing solutions for customer relationship management (CRM) related systems</p> <p>Describe your experience in analyzing business processes, identifying process improvement opportunities, gathering functional requirements and developing and/or implementing solutions for contracts management related systems</p>					
4	Development - New Project Capacity- Emerging Technology Functions	<p>Audit and evaluate software development process and practices employed by other contractors for application to DHS projects to include independent verification and validation;</p> <p>Develop models and/or simulation programs for early assessment of software system performance, using software engineering tools and technical expertise;</p> <p>Investigate and evaluate promising technologies that have the potential to improve business, facility and system operations, addressing the viability of the technologies' application and anticipated timeline for operational use</p> <p>Provide recommendations for fulfilling DHS technical requirements using assessed technologies;</p> <p>Determine potential compatibility and/or interoperability issues with existing systems and effect of new systems on current architecture;</p> <p>Conduct independent trade studies and research to ensure that the products under development or consideration reflect the best value and produce comparative analyses for DHS;</p>	Cloud Technology Integration Mobile Computing	As Needed or Prioritized	

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		Perform trade studies and research and development; Serve in liaison roles with users, industry, other agencies and DHS management and personnel to promote understanding of IT projects and plans; Prepare system performance analysis reports, system integration plans and other documentation to support the effective and efficient evaluation and implementation of IT solutions			
<p>Emerging Technology Strategy Planning - DHS has current and planned work streams to evaluate emerging technologies such as cloud and mobile computing to help identify opportunities for system interoperability, performance and cost improvements. Provide answers to the following:</p> <p>Describe your experience with assessment, planning and road map development for technology modernization and transformation initiatives. Describe your experience with assessment, planning and road map development for cloud technology adoption/application. Describe your experience with assessment, planning and road map development for mobile technology adoption/application.</p>					
5	Operations-Data Migration & Extract, Transform, and Load (ETL) Operations	Develop ETL processes for new source systems to integrate directly with data warehouse and/or data mart; Perform ETL functions for scheduled refresh from source systems; Perform sophisticated data integration, transformation, and manipulation processes in real-time; Maintain a history and audit trail of all changes made to the data; Aggregate, join, merge, and apply selection criteria to information from any combination of back-office systems to support business intelligence needs; Simplify data movement from back-office systems to e-business platforms	Data Warehouse Integration	Weekly Monthly	tbd

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		Transform or alter raw data into structures appropriate to DHS applications Execute, schedule, review, manage, audit, and create dependencies among ETL requests			
6	Operations- Helpdesk and PC Support – Level 3 Only	Provide Level 3 (highest level) support, which will handle the most difficult or advanced problems; Extreme problems may be sent to developers for resolution, which may include in-depth analysis and designing and developing one or more courses of action, evaluating each of these courses in a test case environment, and implementing the best solution to the problem; Develop Level 3 support knowledgebase to assist in future troubleshooting and analysis; Provide knowledge transfer and training to Helpdesk & PC Support; Provide support in evaluation and implementation of operational efficiencies	Level 3 Support for Help Desk Level 3 Support for PC Support	Monthly (Estimate below = 10% of total) Help Desk- 150 PC Support- 30	Various technical skill levels as appropriate to task
7	Operations- Infrastructure	Conduct an IT Alignment Assessment of the current infrastructure and give recommendations for an optimal environment along with technology and process initiatives that will rapidly yield benefits. In addition plans for implementation of the abovementioned initiatives will be submitted, along with timelines; Perform systems research to identify opportunities and emerging methodologies to meet the requirements of the Enterprise Architecture for the long-term and short-term; Provide network planning support from requirements identification through the	Server / Desktop Virtualization	Weekly Monthly	Windows Server 2003 and 2008 Activity Directory Management Power Shell Scripting SQL Server SharePoint IIS Server System Center Configuration Manager 2007

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		implementation and lifecycle support phases; Provide software and hardware infrastructure support; Analyze and resolve outages, congestion and other problems. Develop and implement Trouble Reporting Procedures;			
8	Operations- Training	Develop and conduct training programs, including traditional classroom training, interactive automated tools, distance learning and various forms of computer and web-based training. Training can be tailored to groups or be individually self-paced; Develop individual and group IT related training utilizing computer-based, video and traditional methods; Develop, revise, publish course work materials and instructional media, evaluate and procure training support software and hardware, developing and implementing curriculum plans; Manage scheduling and enrollment by developing and implementing student scheduling methodology to assist in the assignment of facilities, equipment, students and instructors to the various training courses provided, as well as planning for course offerings; Develop course evaluation systems to aid in the continuous process improvement of training courses	Help Desk technician training- specialized training for software application support	As needed – to support applications and new releases	Various technical skill levels as appropriate to task
9	Operations- Security & Privacy	Analyze and provide recommendations on the design and operational implementation of resource support for information technology systems security.	tbd		tbd

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		<p>Support the organization in developing security policies for the organization that are carried into all aspects of the system design or security solution:</p> <p>Assist with disaster recovery, continuity of operations, and contingency planning, including identification of the organization's systems and enclaves that require procedures and mechanisms to curtail or recover from activities that can disrupt or otherwise interfere w/system availability;</p> <p>Support in protecting communications to ensure the integrity, availability and confidentiality of communications;</p> <p>Conduct computer system security studies, risk analysis & recommend system security enhancements</p>			
<p>Security / Privacy / Confidentiality Management: DHS has multi-tiered web applications with commensurate system security requirements. In addition, a number of DHS systems contain protected health and other client information subject to HIPAA as well as State regulations. Provide answers to the following:</p> <p>Describe your experience in gathering business and legal requirements related to protected information.</p> <p>Describe your experience designing, developing and deploying data systems that are subject to federal and state privacy and confidentiality statutes or regulations.</p> <p>Describe your experience in developing security policies for the organization and developing security solutions architecture.</p> <p>Describe your experience with implementation of information technology systems security including, but not limited to, operating processes and resources.</p> <p>Describe your experience with computer system security studies, risk analysis and recommending system security enhancements</p>					
10	Systems Maintenance and Support Functions	<p>Provide a complete array of maintenance and support resources at various technical skill levels available at all organizational levels. This may include:</p> <p>Existing Applications</p>	<p>Applications – detail in Attachment A:</p> <p>ALDA</p> <p>ATS</p> <p>Action Tracker</p>	Daily Weekly	

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		Maintenance of IT related operational equipment, middleware and software; Support DHS configuration management activities to include tracking of configuration changes, plans, reports, engineering change requests, waivers and deviations, Support of software maintenance monitoring and documentation to include version control, licensing, developer advisories, training updates, license renewals; Support of changing technology and DHS requirements with hardware and software system upgrades/patches, hardware and software system reconfigurations, enhanced services, software substitutions, additional communications equipment or facilities, or maintenance services for equipment or facilities throughout DHS and outside provider network Applications transition from Development to Maintenance Data Quality Clean Up Data Warehouse Support for data warehousing; hardware and software assessments for hosting operations	Data Warehouse CSBG Data Vue DHS Assist DHS Request CANS Dialtrac eCAPS Holiday Project HPRP KIDS MCI MPER QuickVue UserAdmin SafeStart		

Software Maintenance Process Maturity-DHS has multiple ongoing and planned software maintenance streams that demand structured software configuration management and service level management. Provide answers to the following questions:

Describe your preventative and corrective maintenance approach.

Describe your problem resolution approach;

Describe your experience with maintenance of IT related equipment, middleware and software;

Describe your experience with software configuration management activities to include tracking of configuration changes, plans, reports, engineering change requests, waivers and deviations,

Describe your experience with hardware and software system upgrades/patches, hardware and software system reconfigurations, enhanced services,

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
<p>software substitutions, additional communications equipment or facilities, or maintenance services for equipment or facilities throughout DHS and outside provider network</p> <p>Describe your experience managing applications transition from development to maintenance</p> <p>Describe your experience with maintenance functions related to data quality management including, but not limited to, data reconciliations, clean-up etc.</p> <p>Describe your experience maintaining data warehouse and business intelligence systems.</p> <p>Describe your experience performing capacity planning for data warehousing and business intelligence systems;</p> <p>Master Data Management -DHS has multiple master data assets such as MPER and MCI that are currently in production that need to be maintained, supported and enhanced. In addition, there may be new master data initiatives in the future. Please describe your experience with master data management by answering the questions below:</p> <p>Have you designed, developed and deployed master data management systems in the health and human services domain?</p> <p>Describe your experience with client master data management. Discuss common use cases, challenges, design approaches, etc.</p> <p>Describe your experience with provider master data management. Discuss common use cases, challenges, design approaches, etc.</p>					
11	Data Analysis and Data Management	<p>Design, develop and support data retrieval systems;</p> <p>Develop data processing techniques and provide support to project computational requirements;</p> <p>Develop detailed analyses of data for numerous research areas, including but not limited to;</p> <p>quantitative and qualitative safety-related performance measures and risk indicators;</p> <p>Provide support in the development of metrics, data analysis, and testing; support in meetings/workshops, data collection software development as required; preparation of statistical analyses;</p> <p>Provide analysis of user requirements, selection of appropriate databases, and evaluation of the completeness, consistency, and validity of data contained in the databases;</p> <p>Develop methods for collection, storage,</p>	tbd	tbd	tbd

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		retrieval, and maintenance of samples of databases; Assist in the development and implementation of metrics to measure the quality and usability of data sources in use or under consideration for use, and prepare statistical analyses reports as required Develop a standing data quality/integrity process that prevents new, and eliminates existing, duplicate and orphan client records within the data warehouse and DHS’ internal source systems.			

Data Analysis -DHS intends to use the data contained in case management systems, data warehouse and data marts for statistical analysis in order to inform policy and practice. Provide answers to the following:

Describe your experience with retrieval and preparation of data for statistical analysis and data mining purposes.
Describe your experience with data quality assessment and treatment in the context of statistical data analysis. Provide details of how you addressed de-duplication, missing data, and discuss any other aspects to increase accuracy, consistency, and validity of data.
Describe your experience with development, testing and deployment of quantitative models. Provide examples preferably from your work in the HHS domain.
Do you have experience with statistical analysis techniques for identifying quantitative and qualitative safety-related performance measures and risk indicators; If yes, provide detailed description.

Data Quality Management -Providing accurate, consistent and complete data for operational, client-related and fiscal purposes to a diverse audience, including frontline caseworkers, management and other stakeholders, is critically important to DHS’ mission. DHS’ application portfolio contains a number of case management systems, data warehouses and data marts, all of which provide data for case management, program management, policy analysis and compliance. Provide answers to the following:

Describe the data quality problems and challenges that you have encountered in the Health and Human Services domain.
Describe some of the techniques, tools and solutions you have implemented to address the data quality problems and challenges.
Propose a data governance approach that you believe DHS should consider adopting. Describe governance structure, operating processes, and measurement metrics.
Describe how you will support the data quality goals from the perspective of new systems development.
Describe how you will support the data quality goals from an operations / maintenance perspective.

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
Describe how you will support the data quality goals from a process / stewardship / training perspective.					
12	Reporting-Application, Ad Hoc, & Dashboard	<p>Application Reporting: For all Program Office areas, use client level data from various applications to create analyses and a series of concise, interactive management and service-level reports.</p> <p>Ad Hoc Reporting: Respond to line-of-business, Program, and Support Office requests for management reports and data, including: data reports, data presentation, custom charts and maps, and data collection and interpretation.</p> <p>Dashboard Reporting: Generate monthly and quarterly program/project and financial-based dashboards.</p>	<p>Ad Hoc Reporting: Multi System Reports Consumer Service/Cost Reports Excel spreadsheet of data Dashboard Reporting: Weekly exception reports on program/project data Design report for executive level presentation Enhance current reporting deliverables to current technology Application reporting + data warehouse require advanced technical skills</p>	<p>As Needed or Prioritized</p> <p>Ad Hoc request does not necessarily lead to reports</p> <p>Frequency is dependent on skill level needed</p>	<p>Cognos ReportNet™ Crystal™ Reports Toad™ Microsoft Access GIS, geographical information system</p>
<p>Reporting / Business Intelligence -DHS systems have extensive functionality to address the internal and external (state and federal) reporting needs. There are current work streams for maintenance, support and enhancements. Initiatives to expand current reporting functionality and add new reporting capabilities are expected in the future. Provide answers to the following:</p> <p>Describe your experience designing, developing and deploying business intelligence capabilities in the health and human services domain?</p> <p>Describe your approach to business analysis as it relates to discovery of reporting requirements to meet the operational, fiscal and external (federal and state) reporting requirements.</p> <p>Describe your experience supporting ad-hoc reporting needs.</p> <p>Describe your experience designing, implementing and maintaining reporting dashboards.</p> <p>Describe your experience with managing protected health and personal information in a business intelligence context. What were the challenges and how did you address them?</p>					
13	Support	Procurement Support Assist DHS in conducting market analysis and	tbd	As needed or Prioritized	Various technical skill levels as

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		<p>acquisition planning leading to the development and implementation of acquisition strategies to gain technical advantage and support the IT architecture;</p> <p>Assist DHS in analyzing, developing and writing project/program descriptions and requirements emphasizing the introduction of leading technology while maintaining operational efficacy;</p> <p>Assist DHS in developing statements of work, contract data deliverables, data item descriptions, task orders and supporting specifications and standards;</p> <p>Provide support for source evaluation and selection, if assigned, and develop criteria and tools to ensure the efficient and effective operations of the source selection boards;</p> <p>Conference, Seminar, and Workshop Support: Provide support for conferences, seminars, workshops, and training activities as required. This may include pre-meeting support; planning, organizing, and management and administration of meetings, preparation of announcements, agenda and schedules, technical data, brochures, flyers, posters and videos, meeting materials, attendance lists and notes; post meeting support, including preparation and distribution of proceedings.</p> <p>Provide documentation preparation and review support, including preparation of documents/deliverables, such as, letters, memorandum, meeting agendas, action reports, meeting notes, monthly reports, telephone</p>			appropriate to task

2.4 TABLE 1 – Scope of Work - Objectives					
Service Item	Category of Work	Description	Associated Work Products)	Frequency	Skills, Tools, Technologies
		conversation reports, technical data, requirements and specifications documents, analysis reports, and other project related documents as directed			

2.5 Staffing, Skills and Qualifications:

In order to accomplish Objectives and as appropriate to the Service Category or Service, the respondent must demonstrate that current or proposed staff will have or meet the following skills and qualifications.

Job Class	Responsibilities	Typical Qualifications
System Architect	<ul style="list-style-type: none"> • Develop Technology Road Map and strategy • Lead high-level design of new applications and of major upgrades • Oversees application development direction 	<ul style="list-style-type: none"> • 3-5 year experience as technical lead for application development • Technology contractor (e.g., Microsoft) certifications
Program Manager	<ul style="list-style-type: none"> • Supervise developers • Create and maintain budgets, schedules, and staffing plans • Meet deadlines and cost goals • Contribute to business analysis and management presentations 	<ul style="list-style-type: none"> • 5 year experience with application development • 5 years of experience managing large development projects and teams • PMI or equivalent certification
Database Administrator	<ul style="list-style-type: none"> • Design and document DHS information architecture • Coordinate and lead database implementation for all DHS applications • Supervise backup and recovery processes and data integrity 	<ul style="list-style-type: none"> • 3-5 year experience with relational database development and support • Relevant and up-to-date technology contractor (e.g., Oracle and/or SQL Server) certifications
Business Analyst	<ul style="list-style-type: none"> • Facilitate requirements elicitation and design sessions with business users and management • Document functional design • Serve as a feedback channel to developers from users during development • Lead functional testing and document test results • Lead user training sessions and assist in developing training materials; • Provide technical writing expertise in development of training and communication strategies, 	<ul style="list-style-type: none"> • 3- 5year experience with interactive software development • 3-5 years of experience in requirements elicitation and design • 3-5 years technical writing experience • Domain knowledge of human services • Outstanding conceptual and communications skills
Application Developer	<ul style="list-style-type: none"> • Unit design, code and test • Develop test cases • Document and maintain code management and build processes 	<ul style="list-style-type: none"> • Relevant programming languages and integrated development environment experience • Relevant and up-to-date technology contractor (e.g., Microsoft) certifications
Application Maintenance Analyst/Programmer	<ul style="list-style-type: none"> • Develop, document, and perform manual, semiautomatic, and automatic job processes for data extraction and 	<ul style="list-style-type: none"> • Thorough familiarity and experience with mainframe (CICS) production

Job Class	Responsibilities	Typical Qualifications
	manipulation <ul style="list-style-type: none"> • Coordinate routine business processes and reporting tasks • Identify and resolve operational and data integrity issues regarding mainframe based financial information 	environment <ul style="list-style-type: none"> • Domain knowledge of human services and finance
Help Desk Consultant	<ul style="list-style-type: none"> • Respond to level 3 questions and issue reports from application users • Conduct training and advanced training as required sessions for DHS and third-party (Provider) employees and maintain training materials 	<ul style="list-style-type: none"> • Customer service orientation • Excellent communications and presentation skills • 1-3 years of training experience
Data Analyst	<ul style="list-style-type: none"> • Respond to ad hoc management-driven requests for reports • Develop, document, and perform periodic (e.g., monthly, quarterly) reports data-manipulations • Ensure quality and accuracy of internal and external reports and statistics 	<ul style="list-style-type: none"> • Relevant and up-to-date technology contractor (e.g., Cognos ReportNet) training and experience • Excellent quantitative and analytical skills • Statistics and accounting principles • Domain knowledge of human services and finance

2.5.1 Key Personnel

Respondent shall provide name(s) and resume(s) of one or more specific individuals proposed for each of positions (see “Job Classes”, above).

If successful, the respondent (then “Contractor”) shall supply the services of the individual(s) named in their proposal; if the named individual is unavailable, and the respondent does not offer an equally qualified candidate(s) the County may elect to reward the contract to a different supplier.

3. Contract Pricing: Strategic Sourcing Approach

DHS views this procurement as an important step towards a comprehensive IT service sourcing strategy. Through this procurement DHS will identify available sourcing options and forge key provider partnerships to meet performance and cost outcome objectives while minimizing risk.

The sourcing options, both internal and outsourced, will be identified with the following objectives in mind:

- Support the guiding principles described under section 2.1 and the objectives described under section 2.2.
- Maximize coverage of competencies and skills that are required to maintain and support the existing application portfolio;
- Identify practices, methodologies and tools that can help provide continuous improvements in quality and cost outcomes;
- Identify technology service provider relationships that can be leveraged for technology strategy planning and new development.

DHS intends to identify key technology service provider relationships and address the above objectives through task order contract vehicles with one or more providers. DHS views the competencies required to meet the strategic sourcing objectives to fall under the following three broad categories:

- **Process Maturity Competencies** – processes and maturity levels for project management, transition management, service level management, software maintenance, etc.
- **Business Domain Competencies** – exposure to HHS service areas such as child protection, foster care, prevention services, D&A, etc.
- **Solution Competencies** – design and development experience with specific types of IT applications such as case management, data warehouse, data mart, business intelligence, system security, etc.

Once the task order contract vehicles are in place, DHS will from time to time identify initiatives to be addressed through individual task orders. Proposers who have demonstrated relevant competencies and have a satisfactory performance record on current task orders will be considered for new task order awards. Further, task orders for recurring services such as maintenance, support and data analysis will be periodically assessed for identifying improvement opportunities and setting new stretch targets for performance and cost. Through this process DHS intends to develop a healthy and sustainable performance-driven culture that supports its organizational mission.

Please refer to the Rate Table, Attachment C, to provide labor rates in accordance with the proposed service. See below DHS contract pricing models, one or more may be utilized dependent on the service (s) provided

3.1 Time and Material (T & M) Labor/Firm Fixed Price (FFP) Rates

All task orders issued on a T&M or FFP basis will be priced in accordance with the pricing set forth in the Proposed Rate Table. The labor rates proposed should reflect the fully-burdened rates for each labor category and will apply to all direct labor hours. The hourly rates are ceiling price rates and the Contractor may, at its discretion or in collaboration with DHS, elect to propose lower hourly rates on a task by task basis.

(a) Labor. The Rate Table represents fully-loaded hourly rates for each skill classification. The fully-burdened labor rates include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully-burdened labor rates include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs: salaries, wages, bonuses to include

stock bonuses, incentive awards, employee stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-retirement benefits, annuity, employee incentive compensation plans, incentive pay, shift differentials, overtime, vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan. The use of uncompensated overtime is not encouraged. All hourly rates are based on a 40-hour work-week.

DHS Site Rates. When performing at DHS sites, the Contractor shall furnish fully-burdened labor rates. DHS will provide only office space, furniture, and office equipment and supplies.

Contractor Site Rates. When performing at a Contractor site, the Contractor shall furnish fully-burdened labor rates which include loads for office space and all normal supplies and services required to support the work.

This includes, but is not limited to, telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), normal copying and reproduction costs.

3.1.1 Firm Fixed Price (FFP) type Task Orders (TO)

For FFP type task orders, the quantity of each item or labor category ordered will be multiplied against the rate listed in this schedule or as negotiated for the TO, and the cumulative extended total of all items ordered will define the fixed price for the TO. Partial payment of FFP type TOs may be negotiated based on the completion of milestones.

3.1.2 Time and Material (T&M) type Task Orders

For T&M type TOs, the quantity of hours ordered from each labor category will be specified as deliverable hours billable at the ceiling rates specified in the Rate Table or as negotiated, if lower rates are proposed for the TO. TOs may authorize adjustments between labor category quantities of up to 10%, within the established task labor ceiling price, without a formal modification. DHS will not reimburse the Contractor for costs incurred beyond the ceiling price, for hours not delivered, for hours delivered but in excess of the quantities ordered for a particular labor category. Labor dollars will not be used to pay for labor outside a labor category without a contract modification.

3.1.3 Rate Refreshment

(a) The labor rates are fixed for all contract year periods, however, the Contractor may submit a proposal reducing the fixed labor rates and mark-up percentages at any time during the life of this contract. DHS will review these proposals and determine if the revised rates are realistic and in the best interest of DHS. If the rates are accepted, DHS will modify the contract by incorporating the new rates into the Rate Tables.

(b) At any time and throughout the life of the contract, at the request of either the Contractor or DHS, the Contractor may propose additional labor categories, rates and descriptions in addition to the DHS labor categories. These additional labor categories, rates and descriptions will be negotiated on a case-by-case basis. The additional categories, rates and descriptions proposed, upon determination by the DHS that they are fair and reasonable, will be incorporated by modification into the Rate Tables of this contract.

3.2 Cost Reimbursement Pricing

All TOs issued on a Cost Reimbursement basis will be priced in accordance with approved rates. Direct and indirect cost rates will be established on a TO basis. For Cost Reimbursement task orders, the Contractor will provide complete supporting schedules identifying all applicable direct and indirect rate estimates building up to the TO cost.

3.3 Total Cost of Ownership Pricing

Individual TOs may require the Contractor to restructure its price proposal to provide for the total cost of ownership. For example, instead of, or in addition to, providing a cost proposal based on fixed hourly rates, specific task orders may require pricing on a per seat/workstation, usage rates, or other similar bases to determine the total life cycle cost.

4. EVALUATION CRITERIA

4.1 Evaluation Process

All proposals are subject to be evaluated by the point-of-contact, the Chief Purchasing Officer or an evaluation committee made up of County department representatives and/or an independent consultant.

The County uses the concept of “Best Value” in evaluating proposals. “Best Value” means the overall combination of quality, price and various elements of required services that in total are optimal relative to the County’s needs and most advantageous.

4.2 Additional Information

Suppliers to this RFP may be required to submit additional information that the County may deem necessary to further evaluate the supplier’s qualifications.

4.3 Award Criteria I

Suppliers are not to inflate prices in the initial proposal as cost is one of the factors in determining who may receive an award or be invited to formal negotiations.

Additionally, proposals shall be based on:

- a) Response format as required by this RFP.
- b) Adequacy and completeness of proposal.
- c) Supplier’s understanding of the service.
- d) Compliance with the terms and conditions of the RFP.
- e) Experience in providing like services.
- f) Qualified staff.
- g) Methodology to accomplish tasks.
- h) Supplier’s specialized experience with the application involved.
- i) References which support successful prior experience.
- j) Supplier’s staff assigned to the service and their experience in successful implementation of the applications involved.
- k) Number of staff qualified to fulfill contract tasks.
- l) Supplier’s current workload with other customers with respect to available staff.
- m) Understanding of the nature of the work to be performed.
- n) Supplier’s demonstration of its understanding of the County’s objectives and innovation of their approach to solving requirements.
- o) Supplier’s track record for successful implementation of similar systems.
- p) Cost

4.3.1 DHS Formal Evaluation Process:

DHS will use a formal evaluation process to select the successful respondent(s). DHS will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by oral presentations, site visits, demonstrations, and references contacted by DHS. DHS reserves the right to contact individuals, entities, or organizations that have had dealings with the respondent or proposed staff, whether or not identified in the proposal. Evaluation will be carried out in the following manner:

1. **Proposal rankings:** Based on in-depth evaluation including reference contacts and possible phone/email contact with proposer for clarification on proposal information. The proposal evaluation criteria shall include, but is limited to, the following factors and tools which are not listed in any particular order:
 - Initial and ongoing costs
 - Knowledge and technical competence
 - Compliance with proposal instructions and requirements
 - Stability and reliability of the company
 - Proposer Experience
 - References which support successful prior experience
 - Supplier's demonstration of its understanding of the County's objectives and innovation of their approach to solving requirements
 - Proposer Solution Response, including the Proposer's response to each category of requirements identified in the scope of work
 - Any other relevant criteria as deemed appropriate by the County.
 - The County's evaluation team or committee will establish an appropriate evaluation method, such as a matrix, to analyze the proposer's qualifications. The County may, at its discretion, request additional information or clarification from proposers and/or conduct interviews with proposers as deemed necessary.
2. **Competitive Field Determination:** DHS may determine that certain proposals are within the field of competition for admission to discussions. The field of competition consists of the proposals that receive the highest or most satisfactory evaluations. DHS may, in the interest of administrative efficiency, place reasonable limits on the number of proposals admitted to the field of competition.
3. **Oral Presentations and Site Visits:** DHS may request oral presentations, site visits, and/or demonstrations from one or more respondents admitted to the field of competition. DHS will notify selected respondents of the time and location for these activities, and may supply agendas or topics for discussion. DHS reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written proposal. The respondent's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by DHS
4. **Best and Final Offers:** DHS may, but is not required to, permit respondents to prepare one or more revised offers. For this reason, respondents are encouraged to treat the original proposals, and any revised offers requested by DHS, as best and final offers.
5. **Discussions with Respondents:** DHS may, but is not required to, conduct discussions with all, some, or none of the respondents admitted to the field of competition for the purpose of obtaining the best value for DHS. It may conduct discussions for the purpose of:
 - Obtaining clarification of proposal ambiguities;
 - Requesting modifications to a proposal; and/or
 - Obtaining a best and final offer.

DHS may make an award prior to the completion of discussions with all respondents admitted to the field of competition if DHS determines that the award represents best value to the County.

4.4 Selection Criteria

Decisions regarding the selection of the successful proposer to the RFP will be made in the following manner:

- The County will designate an appropriate committee for the review and evaluation of all proposals submitted in response to this RFP. The team representatives may be:
 - In the employ of DHS, other County departments
 - DHS subcontract direct service providers
 - Recruited from local foundations
 - Recruited from local educational institutions for subject matter expertise
 - Others as determined by the DHS director or his designee.
- The County reserves the right to reject incomplete or inappropriate proposals.
- The review committee will read each proposal, and may also interview proposers, contact references, and/or consult with appropriate expertise outside of the committee members as deemed necessary by each or all members of the committee.
- The review committee or its representatives may conduct further discussions with proposers for the purpose of assuring full understanding of, and responsiveness of each RFP response.
- The County reserves the right to further negotiate with a single or limited number of proposers.
- The County reserves the right to award in part, to reject any and all proposals in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the County shall not be served.

4.5 Scope of Award:

The County may elect to divide the scope and to obtain portions of the work from multiple suppliers. Therefore, prospective suppliers are encouraged to provide distinct service sets and corresponding prices and for any portion(s) of the scope for which they would like to be considered.

4.5.1 Multiple Awards

DHS reserves the right to make multiple awards under this one announcement.

4.5.2. Right to Award in Whole or Part

DHS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of DHS.

5. TERMS OF CONTRACT

The successful proposer will enter into a contract with the Allegheny County Department of Human Services for performance of the work as specified in this request for proposals and as may be further defined in the proposer's qualifications. Contracting with DHS (terms and conditions) can be found on the DHS website at: <http://www.alleghenycounty.us/dhs/contracting.aspx>

Any agreement with a successful proposer will be governed by the laws of Pennsylvania and the proposer shall comply with all laws including those regarding labor and equal opportunity employment. All disputes arising under this agreement shall be subject to arbitration. The preparation and submittal of the proposal shall be at the sole expense of the proposer. The contract shall incorporate by reference this RFP and the General Conditions and Instruction to Suppliers.

Insurance Requirements - Proposer shall, at their cost and expense, maintain in effect the following insurance coverage at all times during the term of this Agreement, and prior to or contemporaneously with the execution of this Agreement, shall deliver to the DHS director (or designee) Certificates of insurance issued by a company or companies authorized to do business in the Commonwealth of Pennsylvania evidencing such insurance coverage.

1. Comprehensive General Liability Insurance, including either broad-form contractual liability insurance or specific contractual liability insurance covering this Agreement with a limit of not less than \$1,000,000 per occurrence and in the aggregate.
2. Automobile Liability. Bodily injury and property damage liability covering all non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage. Bodily injury and property damage liability covering all owned automobiles for limits of not less than \$300,000 bodily injury each person, each accident and \$300,000 property damage, or \$300,000 combined single limit –bodily injury and property damage.
3. Workers' Compensation Insurance as required by law in the Commonwealth of Pennsylvania.
4. Professional Liability Insurance in the amount of 1,000,000 per occurrence
5. Surety Bond in the amount of 10 percent of the annual anticipated contract amount.

Each of the aforementioned certificates shall contain a certification that the policy cannot be cancelled or changed in any manner which may adversely affect the County without thirty (30) days prior written notice to the DHS director (or designee). In addition, Allegheny County, the County Executive, County Council, officers, agents and employees shall be named as additional insured with reference to the comprehensive general liability insurance.

5.1 Period of Contract

The Contract start date shall be July 1, 2012, or such other date as may be determined based on the outcomes of the proposal evaluation process. Contract shall be for a period of approximately 36 months, terminating on June 30, 2015. DHS has the right to renew the agreement for two (2) one-year renewal options.

The County retains the right to terminate any resulting contract upon thirty (30) days written notice.

MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION AFFIRMATIVE ACTION REQUIREMENTS FOR BIDDERS AND PROPOSERS

1) **MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) Goals**

The County has established, in connection with this contract, the specified goals in the Bid Form for the utilization of MBEs and WBEs. These goals remain in effect throughout the life of the contract.

2) **Policy**

It is the policy of the County that Minority and Women Business Enterprises as defined in this Document and the Allegheny County MBE Participation Plan shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with County funds under this contract.

3) **MBE and WBE Obligation**

Take necessary and reasonable steps to ensure that MBEs and WBEs have the maximum opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of County contracts.

4) **Failure to Comply With MBE and WBE Requirements**

Failure to carry out these requirements constitutes a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate. Failure to comply with MBE and WBE requirements will include but not be limited to failure to submit the Schedule of MBE and WBE Participation within the time requirements of these provisions for submission of required documents; failure to exert a reasonable good faith effort (as determined by the County for good faith efforts) to meet the established goals; failure to realize the MBE and WBE participation set forth in the approved Schedule of MBE and WBE Participation; or failure to submit the Schedule of MBE and WBE in every subcontract, so that such provisions will be binding upon each subcontractor, supplier, or service agency.

5) **Subcontracts**

Include the provisions of the above paragraphs in every subcontract, so that such provisions will be binding upon each subcontractor, supplier, or service agency.

6) **Definitions**

As used in this Document, the terms "Minority Business Enterprise," "Women Business Enterprise," "Minority," and "Owned and Controlled" are defined below:

- i) **"Minority Business Enterprise" or "MBE"** means a small business concern as defined in Small Business Act, 15 USC as amended:
 - (a) Which is at least 51 percent owned by the one or more minority individuals, or, in the case of any corporation at least 51 percent of the stock of which is owned by one or more minority individuals and:
 - (b) Whose management and daily business operations are controlled by one or more of the minority individuals who own it.
- ii) **"Women Business Enterprise" or "WBE"** means a small business concern as defined in Small Business Act, 15 USC as amended:

- (a) Which is at least 51 percent owned by the one or more female individuals, or, in case of any corporation at least 51 percent of the stock of which is owned by one or more female individuals; and
- (b) Whose management and daily business operations are controlled by one or more of the female individuals who own it.

iii) **Minority** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act as amended. For convenience, these individuals and groups are referred to as “disadvantaged.” The County may make a rebuttable presumption that individuals in the following groups are minorities and socially and economically disadvantaged (use the certification appeals mechanism of 49 CFR, Part 26 as amended with respect to individuals alleged not to be minorities and socially and economically disadvantaged):

- (a) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
- (b) “Hispanic Americans,” includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- (c) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (d) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas.
- (e) “Asian-Indian Americans,” which includes persons whose origins are from India, Pakistan and Bangladesh.

iv) **"Owned and Controlled"** means a business:

- (a) Which is at least 51 percent owned by one or more minority or female persons, in case of a corporation, at least 51 percent of the stock of which is owned by one or more minority or female persons; and
- (b) Whose management and daily business operations are controlled by one or more such individuals.

7) **Counting MBE and WBE Participation Towards MBE and WBE Goals**

The utilization of MBEs and WBEs is in addition to other equal opportunity requirements of the contract. Count MBE and WBE participation toward meeting MBE and WBE goals as follows:

- (a) If a firm is determined to be an eligible MBE or WBE, the total dollar value of the contract awarded to the MBE or WBE counts toward the applicable MBE or WBE goal EXCEPT per provisions of this paragraph.

- (b) Count toward the MBE and/or WBE goal(s) a portion of the total dollar value of a contract with a joint venture equal to the percentage of ownership and control of the MBE and/or WBE participant(s) in the joint venture.
- (c) Count the total dollar value of a contract with a business certified as both an MBE and WBE toward the WBE or the MBE goal but not to both. If a firm with such dual certification is employed, choose the goal to which the total contract value is to be applied.
- (d) Count toward the MBE or WBE goal only expenditures to MBEs or WBEs that perform a commercially useful function in the work of a contract. An MBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, the County will evaluate the amount of work subcontracted, industry practices, and other relevant factors.
- (e) **Suppliers:**
 - (i) Count toward the MBE or WBE goal 60 percent of expenditures for materials and supplies required under the contract and obtained from an MBE or WBE regular dealer and count toward the MBE or WBE goal 100 percent of expenditures to an MBE or WBE manufacturer.
 - (ii) An MBE or WBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies to be purchased for the work.
 - (iii) An MBE or WBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.
 - (iv) An MBE or WBE regular dealer is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. An MBE, WBE or DBE regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
 - (v) MBE or WBE brokers and MBE or WBE packagers are not regarded as MBE or WBE manufacturers or MBE or WBE regular dealers within the meaning of these provisions.
- (f) Count toward the MBE or WBE goal the following expenditures to MBE or WBE firms that are not MBE or WBE manufacturers or MBE or WBE regular dealers:
 - (i) The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consulting or managerial services and assistance in the procurement of essential personnel and/or facilities.

- (ii) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the MBE or WBE hauler, MBE or WBE trucker, or MBE or WBE delivery service is not also the MBE or WBE manufacturer of or an MBE or WBE regular dealer in the materials and supplies, provided that the fee is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (iii) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Any services to be performed by an MBE or WBE agency are required to be readily identifiable to the project.

8) Action Required by Bidder(s) or Proposer(s) Prior to Award

The apparent low bidder or selected proposer MEETING or EXCEEDING the MBE and WBE goals must provide the following to the Director by 4:00 P.M. of the seventh (7th) calendar day after notification:

- i) **Schedule of MBE and WBE Participation** The apparent low bidder or selected proposer must provide a list of M/W/DBE firms that they will work with to fulfill the MBE and WBE goals. The County reserves the right to contact any MBE/WBE firm(s) with regard to the authenticity of the documentation as stated on the Schedule of MBE/WBE Participation. Any evidence of fraudulent information submitted by the apparent low bidder or selected proposer with regard to the MBE/WBE participation is subject to disbarment from County work and/or possible legal action.

Any apparent low bidder or selected proposer NOT MEETING the goals established by the County must submit documentation that demonstrates their good faith efforts to meet the MBE and WBE contract goals.

- (1) You are expected to demonstrate good faith efforts by actively and aggressively seeking out MBE and WBE participation in the project to the maximum extent given all relevant circumstances. The following documentation represents the kinds of efforts that may be taken but are not deemed to be exclusive or exhaustive, and the County will consider other related factors and types of efforts that may be relevant:
 - (a) Documentation of efforts made to select portions of the work proposed to be performed by MBEs and WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to breaking down contracts into economically feasible units to facilitate MBE and WBE participation. Selection of portions of work shall equal or exceed the goals for MBE and WBE utilization specified in the contract.
 - (b) Written notification dated at least fifteen (15) calendar days prior to the opening of bids or proposals to individual MBEs and WBEs soliciting their participation in the contract as a subcontractor, regular dealer, manufacturer, consultant or service agency. Indicate in the notification the specific items or type of work involved.
 - (c) Written notification to minority, women and disadvantaged economic development assistance agencies and organizations that provide assistance in recruitment and

placement of MBEs and WBEs of the type of work, supplies or services being considered by MBEs and WBEs on this contract. See Allegheny County's MBE/WBE Department website for partial listing.

- (d) Documentation of efforts made to negotiate with MBEs and WBEs for specific items of work which should include the following:
 - (i) The names, addresses, telephone numbers and e-mails of MBEs and WBEs who were contacted, along with the dates of initial contact and whether initial solicitations of interest were followed up by contacting the MBEs and WBEs to determine with certainty whether the MBEs and WBEs were interested;
 - (ii) A description of the information provided to MBEs and WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;
 - (iii) A statement of why additional agreements with MBEs and WBEs were not reached;
- (e) Documentation of contact with each MBE and WBE contacted but rejected and the reasons for the rejection.
- (f) Documentation to certify the absence of any agreement between you and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or proposers.
- (g) Documentation of efforts made to aid any MBEs or WBEs that need assistance in obtaining required bonding, insurance, or lines of credit required by you.
- (h) Documentation to certify that qualified MBEs and WBEs are not available, or not interested.
- (i) Documentation to certify attendance at any meetings scheduled by the County or others to encourage better Contractor-MBE/WBE relationships, forthcoming MBE and WBE utilization opportunities, etc.
- (j) Documentation to certify advertisement in general circulation media, trade association publications, disadvantaged-focus media of interest for MBEs and WBEs and area of interest.
- (k) Documentation of efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractors' groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in the recruitment and placement of MBEs and WBEs.

(2) Consider the following NOT valid justification for failure to meet the MBE and WBE contract goals:

- (a) Failure to contract with an MBE or WBE solely because the MBE or WBE was unable to provide performance and/or payment bonds.

- (b) Rejection of reasonable MBE or WBE bid or proposal based on price alone.
 - (c) Equipment idled by contract with an MBE or WBE.
 - (d) Failure to contract with an MBE or WBE because the MBE or WBE will not agree to perform items of work at the unit price bid.
 - (e) Rejection of an MBE or WBE because of its union or non-union status.
 - (f) Failure to contract with an MBE or WBE because you normally would perform all or most of the work in the contract.
 - (g) Restricting efforts to mailing of letters.
- (3) When the documentation required above is not provided by the apparent low bidder or selected proposer on request within the time specified, the bid will be rejected and the next apparent low bidder or selected proposer will be notified by the Director to provide their Schedule of MBE and WBE Participation by 4:00 P.M. of the seventh (7th) calendar day after notification.

9) Action to be Taken by the County before Award

If the apparent low bidder or selected proposer meets the MBE and WBE contract goals and other contract requirements, the County will award to that bidder or proposer.

- i) To ensure that its MBE and WBE program benefits only firms owned and controlled by MBEs and WBEs, the County has established that eligibility of business enterprises as MBEs and WBEs or as joint ventures involving MBEs and WBEs will be based on the Small Business Act 15 USC as noted under its definitions.
- ii) By identifying an entity as an MBE or WBE, you represent to the County that to the best of your knowledge, information, and belief, that entity so identified is certified as a MBE or WBE.
- iii) The County will confirm your certification of MBEs and WBEs and reserves the right to make such an inquiry and require such substantiation as the County, in its discretion, deems appropriate to enable it to determine whether a given entity is an MBE or WBE or is eligible for certification as such. The apparent low bidder or selected proposer has the burden of proving that an entity identified is in fact certified as an MBE or WBE. If the MBE or WBE is in fact not certified or not eligible for certification, the apparent low bidder or selected proposer must prove that the error was made in good faith. The County may permit you, within ten (10) calendar days of notice of such an error, to identify new subcontractors, suppliers, or manufacturers which are in fact certified as MBEs or WBEs or which qualify for certification prior to award or prior to the MBE's or WBE's commencement of work.
- iv) If the apparent low bidder or selected proposer meets the other contract requirements but fails to meet the MBE and WBE contract goals, the County will review the apparent low bidder's or selected proposer's MBE and WBE data and its documentation of good faith efforts and diligent efforts to meet the MBE and WBE contract goals. If its efforts are deemed satisfactory, the Director will recommend award.

- v) If the County cannot accept the apparent low bidder's or selected proposer's documentation of good faith efforts, the bid will be considered non-responsive and the County will notify the bidder or proposer that its bid is being rejected. The County will then notify the next apparent low bidder or selected proposer on the project to provide to the Director the information required by 4:00 P.M. of the seventh (7th) calendar day after notification. The bid or proposal and appropriate MBE and WBE data will be evaluated by the County. If the County, during the review of the bidder's or proposer's MBE and WBE data has questions, it will contact the bidder or proposer for clarification.

10) Action to be Taken by the County after Award

To ensure that your obligations regarding MBEs and WBEs are met, the County will review your MBE and WBE program and its implementation throughout the contract.

- i) **Sanctions:** Upon completion of the work, the County will review the actual MBE and WBE participation realized and make a determination regarding your compliance with these specifications:
- ii) In the event you are found to be in non-compliance, the County may impose sanctions that it deems appropriate.
- iii) The County may impose sanctions for unwarranted shortfalls in the approved goal.
- iv) Make appeals of sanctions imposed pursuant to the Certification Regulations.

11) Action Required after Award

If the County approves a Schedule of MBE and WBE Participation which is less than the MBE and WBE goals of the contract, continued efforts to increase MBE and WBE participation must be made.

- i) The bidder or proposer must ensure that the firms listed on the Schedule of MBE and WBE Participation do not commence work until they are approved.
- ii) If for any reason during the life of the contract it is necessary to replace an MBE or WBE that is unable to perform successfully, make a good faith effort to recontract that work with another MBE or WBE or subcontract other work items to MBE or WBE firms to make up the MBE or WBE shortfall. If the projected MBE or WBE participation on an approved Schedule of MBE and WBE Participation exceeds the goal amount for the contract without counting the amount committed to the defaulting MBE or WBE, then no contract shortfall exists and you need not replace the defaulting MBE or WBE. In compliance with the above adhere to the following procedure:
 - (a) Notify the County immediately in writing of the MBE's or WBE's inability to perform and intent to obtain a substitute MBE or WBE if an MBE or WBE contract shortfall exists.
 - (b) When you learn an MBE or WBE is unable to perform successfully and the original schedule of MBE and WBE Participation amount cannot be met, provide the County with a revised Schedule of MBE and WBE Participation (show total paid/due, if any, to defaulting MBE or WBE) and additional good faith efforts documentation by 4:00 P.M. of the seventh (7th) calendar day thereafter. The County will evaluate this documentation.

The County will contact you if it has questions during its review of your good faith efforts documentation.

- (c) During the seven (7) calendar day period plus an additional period for County processing of the revised schedule of MBE and WBE Participation, you may continue the defaulted work with your own workforce to maintain the scheduled progress of the work.
 - (d) If the County cannot accept your good faith efforts, or if you fail to comply with these provisions, it will constitute a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate.
- iii) When additional and/or extra work is necessary and the original contract amount exceeds \$150,000, the MBE and WBE contract goals apply to that additional and/or extra work each time the cumulative net dollar value of additional and/or extra work either exceeds \$100,000 or is greater than 10 percent of the original contract amount. Provide a revised Schedule of MBE and WBE Participation to the Director and comply with the following procedures:
- (a) Contact qualified MBEs and WBEs and available MBE and WBE referral sources in an effort to contract the required percentage of the additional and/or extra work or subcontract other work items with MBEs and WBEs.
 - (b) Provide the Director with a revised Schedule of MBE and WBE Participation and good faith effort information by 4:00 P.M. of the seventh (7th) calendar day after notification that the additional and/or extra work is approved.
- iv) The County will evaluate your good faith efforts information. Again, the County will contact you if it has questions during its review of your good faith effort information.
- v) If the County cannot accept your good faith efforts, or if you fail to comply with these provisions, this will constitute a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate.
- vi) Bring to the attention of the County, in writing, any situation in which regularly scheduled progress payments are not made to MBE and WBE subcontractors, suppliers, or service agencies.

12) Records and Reports

Keep such records as are necessary to determine compliance with your MBE and WBE obligations. Design these records to indicate:

- (1) The number of minority, women, disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultants, and service agencies and the type of work or materials or services performed on or incorporated into the project.
- (2) The progress and efforts made in seeking out minority, women, and disadvantaged contractor organizations and individual minority, women, and disadvantaged contractors for work on the project to increase the MBE and WBE participation and/or to maintain MBE and WBE participation levels on the Schedule of MBE and WBE Participation anytime a subcontractor, supplier, or service contract is contemplated during the life of the contract. Do this, as a

minimum, anytime a contract with a subcontractor, regular dealer, manufacturer, consultant, or service agency is contemplated during the life of this contract.

- (3) Documentation of correspondence, contacts, telephone calls, etc., to obtain the services of MBEs and WBEs on the project.
- (a) Allegheny County uses an internet-based program that allows you to record payments to your subcontractors on contracts you have with the County. A link to the payment website will be sent to you via email along with your Prime Vendor ID Number. Simply update the County's information regarding the payments you have made to your subcontractors. The program is easy to access. You can update your records and it allows you to inform the County of your timely payments to your various sub vendors.
 - (1) **Prime vendors will be required to report on the 10th of each month the MBE and WBE participation paid in the previous month.**
 - (2) On completion of each MBE's and WBE's work, paid invoices or certification attesting to actual amount paid each MBE and each WBE and an explanation of the difference between actual amount paid and award amount, if any, must be provided.
 - (b) Maintain records for a period of 3 (three) years following acceptance of final payment.
 - (c) Make records available for inspection by the County.

Equal Employment Opportunity (EEO)

1) Specific Equal Employment Opportunity (EEO) Responsibilities

General - To effectively implement specific EEO requirements, the following provisions pursuant to Executive Order 11246 and the General Conditions will apply to the performance of the Contract. Include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

- i) **Equal Employment Opportunity Office** - Designate and make known to County contracting officers, an equal employment opportunity officer (EEO Officer) who shall have the responsibility for and be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so.
- ii) **Dissemination of Policy** - Make members of staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, fully cognizant of, and fully involved in implementation of the equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. At a minimum take the following actions to ensure that the above agreement is met:
 - iii) Conduct periodic meetings of supervisory and personnel office employees before the start of work and not less often than once every six months thereafter to review and explain equal employment opportunity policy and its implementation. Insure that the EEO Officer or other knowledgeable company official conducts the meetings.
 - iv) Ensure that new supervisory or personnel office employees are thoroughly indoctrinated by the EEO Officer or other knowledgeable company official on your equal employment opportunity obligations within thirty (30) days following their reporting for duty.
 - v) Ensure that the EEO Officer or appropriate company official instructs personnel who are engaged in direct recruitment for the Contract in procedures for locating and hiring minority group employees.
 - vi) Take the following actions to insure that your equal employment opportunity policy is passed on to employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc:
 1. Place notices and posters setting forth equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees.
 2. Bring equal employment opportunity policy and procedures to implement policy to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
 - vii) **Recruitment** - When advertising for employees, include in advertisements for employees the notation: "An equal Opportunity Employer." Publish such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the Contract work force would normally be derived.
 - viii) Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, identify, through the EEO Officer, sources of

potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred for employment consideration.

- ix) Observe the provisions of valid bargaining agreements providing for exclusive hiring of referrals to the extent that the system permits compliance with equal employment opportunity contract provisions (the U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).
- x) Encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to employees. Discuss information and procedures with regard to referring minority group applicants with employees.
- xi) **Personnel Action** - Establish and administer wages, working conditions, and employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, without regard to race, color, religion, sex, or national origin. Adhere to the following procedures:
 - xii) Conduct periodic inspections of Contract sites to ensure that working conditions and employees facilities do not indicate discriminatory treatment of Contract site personnel.
 - xiii) Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - xiv) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, include all affected persons in such corrective action.
 - xv) Promptly investigate all complaints of alleged discrimination in connection with obligations under the contract; attempt to resolve such complaints, and take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, take corrective action to include such other persons. Upon completion of each investigation, inform every complainant of his avenues of appeal.
- xvi) **Training and Promotion** - Assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- xvii) Consistent with work force requirements and as permissible under Federal and State regulations, make full use of training program, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a Provision for trainees is provided in the Supplementary Conditions, this subparagraph will be superseded.
- xviii) Advise employee and applicants for employment of available training programs and entrance requirements for each.
- xix) Periodically review the training and promotion potential of minority group and women employees and encourage eligible employees to apply for such training and promotion.
- xx) **Unions**. If reliant in whole or in part upon unions as a source of employees, use best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Take actions either directly or through a Contractor's association acting as agent to include:

- xxi) Use of best efforts to develop, in cooperation with unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- xxii) Use of best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- xxiii) Obtaining information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information, so certify to the County and set forth what efforts have been made to obtain such information.
- xxiv) In the event the union is unable to provide a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, fill, through independent recruitment efforts, the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.)
- xxv) In the event that union referral practices prevent your meeting the requirements of these Supplementary Conditions, immediately notify the County.
- xxvi) **Subcontracting.** Use best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Obtain lists of approved MBE & WBE firms from the County.
- xxvii) Use best efforts to ensure subcontractor compliance with these equal employment opportunity obligations.
- xxviii) **Records and Reports.** Keep records as are necessary to determine compliance with the equal employment opportunity obligations. Design the records to indicate:
 - xxix) The number of minority and non-minority group members and women employed in each work classification on the Contract.
 - xxx) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applies only to contractors who rely in whole or in part on unions as a source of their work force).
 - xxxi) The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees, and
 - xxxii) The progress and efforts being made in securing the services of minority group subcontractor or subcontractors with meaningful minority and female representation among their employees.
 - xxxiii) Retain records for a period of three years following completion of the contract work and make records available at reasonable times and places for inspection by authorized representatives of the County.
 - xxxiv) Submit a report each month after the contract begins for the duration of the Contract, indicating the work hours, number of minority, women and non-minority group employees currently engaged in

each work classification required by the contract work. Report this information on County Form MBE/WBE Status Report, in accordance with the instructions included thereon.

- xxxv) **E.E.O. Covered Area.** For the purpose set forth in these Supplementary Conditions and Executive Order 11246 the covered area for this Contract is as follows:
 - xxxvi) For Contractors who are signatory to the Hometown Plan the covered area is Allegheny County, which is within the Economic Area of Pittsburgh, PA., as listed in Appendix C of Executive Order 11246, which is attached to these Specifications.
 - xxxvii) For Contractors who are NOT signatory to the Hometown Plan the covered area is Allegheny County which is within the Economic Area of Pittsburgh, PA and shall be included under the Pittsburgh, PA 6.3 percent goal in Appendix B of Executive Order 11246.

**ALLEGHENY COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING AND SUPPLIES
ROOM 206 COURTHOUSE**

GENERAL CONDITIONS AND INSTRUCTIONS TO SUPPLIERS

PREAMBLE - (Supplier: You are advised to review the instructions, general rules and conditions which follow as they apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the Division of Purchasing and Supplies, unless otherwise specified. Suppliers or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals, failure to do so shall be at the supplier's own risk and relief cannot be secured on the plea of error.)

Subject to Commonwealth of Pennsylvania and local laws, policies, resolutions and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, proposals on all solicitations issued by the Division of Purchasing and Supplies shall bind suppliers to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1) SIGNATURES –

The proposal shall be signed on page two (2) by an individual authorized to bind the company and execute contracts on its behalf.

2) NUMBER OF PROPOSALS – Supplier shall submit **one (1) original, seven (7) photocopies and one (1) electronic copy on CD-ROM** (they shall be in the same envelope). Any price discrepancy shall result in Allegheny County accepting the lowest (or most advantageous) price.

3) PROPOSAL SUBMISSIONS - This proposal shall be completed, signed and submitted to the Allegheny County Division of Purchasing and Supplies. Copies needed for the supplier's records are the responsibility of the supplier. Each response must be in a separate sealed envelope with both the RFP number and opening date plainly visible on the envelope. Proposals must be received at the place, time and date specified. Suppliers are responsible to assure each proposal is properly marked and timely delivered. The County assumes no financial obligations for preparation and submittal of proposal. Supplier shall be solely responsible for understanding the specifications and requirements.

4) RECEIPT OF PROPOSALS –The Division of Purchasing and Supplies may receive proposals solicited as a result of RFP's issued by the Division of Purchasing and Supplies. No proposals shall be handled so as to permit disclosure of the identity of any supplier or the contents of any proposal to competing proposers during the process of negotiation. A register of proposals shall be prepared containing the name of each supplier, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

5) RFP ALTERATIONS –

a) Any alterations and/or deletions to the RFP form as received by Allegheny County may be grounds for rejection of the proposal, in whole or in part. In completing the RFP documents, supplier should not add, delete or vary any of the terms or conditions of any documents prepared by the County. If the supplier makes any substantial changes in any of the documents, the County may reject the proposal. If the supplier makes insubstantial changes, the County may, in its discretion, either reject the proposal or waive the discrepancy and, the changes shall be accepted only to the extent that they are consistent with the original RFP documents. Supplier warrants that all goods and services described by supplier in its proposal and all samples submitted by supplier to the County shall conform to the Specifications. The Chief Purchasing Officer may waive insubstantial errors in the proposal and specifications.

b) Supplier is permitted to scan RFP documents, in order to computer generate responses. Supplier shall not in any way change or alter any of the text of the document, however any necessary changes, revisions or clarifications, should be noted in parenthesis at the end of the text. If there are any discrepancies, the original County text shall prevail.

- 6) **ERRORS AND BULLETINS (AMENDMENTS)** - If any alleged errors are noted in the RFP specifications, supplier should immediately notify the County and, if confirmed, a bulletin shall be sent to all suppliers. A copy of all bulletins issued shall be submitted with the proposal documents to the County.
- 7) **CLARIFICATION** –The County reserves the right to request clarification of any proposal prior to award.
- 8) **PROPOSAL PRICES HELD** - Contracts shall be awarded within ninety (90) days of the proposal opening unless an extension is agreed to, in writing, between the Supplier and the County.
- 9) **ASSIGNMENT** - Supplier shall have no right or power to assign or delegate any rights or duties pursuant to a resulting contract without the prior written permission of the Chief Purchasing Officer. Any assignment or delegation so permitted shall be subject to all the terms, conditions and other provisions of a resulting contract, and supplier shall remain liable to the County with respect to each and every term, condition and other provision hereof to the same extent that supplier would have been obligated if no assignment or delegation had been made.
- 10) **QUALIFIED PROPOSALS** - All suppliers must be merchants dealing in the goods and services on which they propose, and must be qualified to advise as to their application and use. Suppliers warrant, and must be able, upon request, to demonstrate, that they possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit proposals.
- 11) **SAMPLES**
- a) By submitting a proposal, the supplier agrees to deliver to the County, at the County’s request and at no cost to the County, samples of any or all items upon which the supplier bid. Said samples shall not be returned to the supplier. Inspection or testing by the County does not constitute a waiver of any claims or rights which the County otherwise would have with respect to the quality of goods or workmanship. County shall specify the quantity of samples. If supplier inadvertently provides an incorrect sample or otherwise wishes to exchange the submitted sample with a correct sample, the supplier shall provide a detailed written explanation to the County and have a legitimate reason for the exchange. The supplier shall have only one opportunity to perform such an exchange.
- b) County, at its sole discretion, shall have the right to arrange for testing of samples to determine whether they are within proposal specification. County shall indicate to supplier that it desires testing and advise which samples are to be tested and for what purpose. The following additional guidelines shall be followed:
- (1) Laboratory/testing facility used shall be pre-approved by County;
 - (2) Suppliers shall be solely and fully responsible for the expenses of testing regardless of whether or not the tested sample(s) meets specification;
 - (3) County and supplier shall immediately communicate upon County’s request for testing to determine which laboratory/testing facility shall be used, as well as the time frame in which tests are to be conducted and reported to County;
 - (4) The laboratory which tests the samples shall report its results directly to both County and supplier.
- 12) **UNIQUE PROPOSALS** - No supplier may submit more than one proposal for the same item, nor may he submit multiple proposals by or through the agency of any partner, employee or other person.
- 13) **PRE-PRINTED TERMS AND CONDITIONS** – Supplier’s pre-printed Terms and Conditions or restrictions commonly appearing on the reverse side of letters submitted with the proposal and/or supplier’s specifications material and contract documents shall be disregarded.
- 14) **NEW MATERIAL** - Unless otherwise provided in the Specifications, all goods to be supplied to the County shall be from new, unused, current stock.

- 15) **ESTIMATED QUANTITIES** - Unless otherwise provided in the RFP, any references in the RFP to quantities of goods or frequency of services to be provided to the County are estimates, and the County reserves the right to require the successful supplier to provide more or less than the estimated quantity or frequency, or to purchase none at all.
- 16) **DELIVERY POINT** - Unless otherwise provided in the RFP, the goods and services to be delivered or provided shall be delivered to or provided at any place or places within Allegheny County, Pennsylvania which the County may designate. All deliveries are to be F.O.B. point of delivery.
- 17) **DELIVERY TIME** - Unless otherwise provided in the RFP, the successful supplier shall provide all goods and services within thirty (30) days from the date of the County's request therefore.
- 18) **FIRM, FIXED PRICING** - Unless otherwise provided in the RFP, all prices shall remain fixed throughout the term of the contract, and proposals containing escalation, discount, or other price adjustment provisions shall be rejected if such provisions are not consistent with a common standard against which all proposals may be judged. In arriving at the proposal price, the supplier shall take into consideration all discounts for cash and all other credits and allowances. Any discount or other uncalled for allowance quoted shall not be considered in making the award and may be the cause for the rejection of the proposal.
- 19) **PROMPT PAYMENT DISCOUNT** –
- a) Unless otherwise specified in this solicitation, prompt payment discounts requiring payment in less than fifteen (15) days shall not be considered in evaluating a proposal for award. However, even though not considered in the evaluation, such discounts shall be taken if payment is to be made within the discount period.
 - b) In connection with any discount offered, time shall be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the supplier does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
 - c) For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.
- 20) **PRICE EXTENSION DISCREPANCIES** - In case of discrepancy between the prices listed by the supplier for separate items or single units, and the total price, the item or unit prices shall prevail.
- 21) **TAX EXEMPT** - The County is exempt from Federal excise taxes, transportation taxes and state sales taxes. Therefore, supplier should not include any such taxes in its calculations or in the prices proposed.
- 22) **CONFORMANCE TO RFP** - Supplier agrees and warrants that whenever the supplier, in its proposal, describes goods by trade name, catalog number, or "as per sample", the goods so described conform to the RFP. The unauthorized use of any patented articles is done entirely at the risk of the successful supplier.
- 23) **AWARD CRITERIA AND BASIS FOR REJECTION** - Unless otherwise provided in the RFP, the County may award on an item by item basis, on a lump sum basis or on a combination of items basis, whichever is in the best interest of the County. The successful supplier shall be the lowest responsible, responsive supplier meeting specifications, with full consideration of cost, quality and performance. Such considerations may include, but not be limited to: superior product quality or functionality; demonstrated experience and whether the supplier can perform the contract or provide the service promptly or within the time specified without delay or interference; the quality of performance of previous contracts or services; the previous and existing compliance by the supplier with laws and ordinances relating to the contract or service; special skills; staff training and financial strength. The Chief Purchasing Officer reserves the right to award on a "multiple-criteria" or "best-value" basis.
- a) The County reserves the right to reject the proposal of any supplier who has previously failed to satisfactorily perform any obligations to the County or is otherwise deemed not to be a responsible supplier.
 - b) The County reserves the right to reject all proposals, if it determines that such rejection is in the best interest of the County.

24) PIGGYBACKING - It is understood that the goods and services described in the RFP may be purchased by the County and any other municipal bodies as set forth in the RFP and supplier agrees to supply the goods and services to the municipal bodies on the same terms and conditions as if they were to be supplied to the County. To the extent that the municipal bodies purchase goods or services, then the municipal bodies, and not the County, shall be liable to the supplier.

25) SOLICITATION ONLY – This RFP is a solicitation only and is not intended to be nor should it be construed to be an offer to enter into any contract or other agreement.

26) WORKMEN’S COMPENSATION ACT - Supplier agrees, in any contract involving construction or doing any work involving construction or doing of any work involving the employment of labor, to accept the provisions of the Workmen's Compensation Act and any reenactments, supplements or amendments thereto and shall insure his liability there under or file with County a certificate of exemption of insurance from the Department of Labor and Industry of the Commonwealth.

27) FATAL PROPOSAL ERRORS – The following errors shall be deemed fatal and render the proposal void:

- a) Failure to sign the proposal, or bond or both,
- b) If the signatures are those of unauthorized persons, or
- c) If there is no stated pricing.

All other errors are waivable at the sole discretion of the County if such errors would not invalidate a fair and just competitive procedure free of favoritism and fraud and a common standard for all suppliers.

28) PERFORMANCE BONDS - Whenever a performance bond is required, the supplier may meet the requirement by submitting an acceptable cashier's check, certified check, banker's check or an irrevocable letter of credit in the amount required. Whenever a performance bond is required, the successful supplier shall keep all provisions and requirements of the bond up-to-date throughout the term of the contract.

29) MBE AND WBE CONSIDERATIONS - In accordance with Section 911.03 C. of the Allegheny County Administrative Code, the County wishes to contract with and asks that, unless otherwise prohibited in the RFP, its suppliers consider contracting with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Suppliers may take necessary steps to ensure that MBEs and WBEs have an opportunity to compete for and perform contracts. Suppliers are encouraged to contact the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises at 412-350-4309 or review the web site at www.county.allegheny.pa.us/mwdbe/index.asp for assistance in identifying qualified MBE and WBE firms.

30) CONTRACT - By submitting a proposal, the supplier warrants that if the County makes an award to the supplier, supplier shall, at the option of the County, enter into a written contract with the County. This contract shall consist of the terms and conditions set forth in the RFP, Bulletins (if applicable), RFP, and these Instructions to Suppliers. If no proposal bond or substitute is required and supplier fails or refuses to execute the required documents within thirty (30) days after award by County, supplier shall pay to the County the difference in the amount specified in supplier’s proposal and the amount County shall pay to fulfill the RFP.

31) INELIGIBLE SOURCE LIST – In accordance with Section 3.7 of the Allegheny County Purchasing Manual, the Chief Purchasing Officer has established an Ineligible Source List. The following may be reasons to place a company on the Ineligible Source List:

- a) Any company who submits a proposal in bad faith,
- b) Any company who shallfully or repeatedly breaches a contract with the County,
- c) Any company who refuses to accept an award, or
- d) Any supplier who has established a pattern or practice of unethical or immoral business practices.

32) STEEL PRODUCTS - In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performance of the

contract, only steel products produced in the United States of America, as defined therein, shall be used or supplied in the performance of the contract.

33) BRAND NAME OR EQUAL ITEMS – Unless otherwise provided in the specifications, the name of a certain brand, make or manufacturer does not restrict suppliers to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

34) "BUY AMERICAN" POLICY – As required in Section 911.03 C. of the County Administrative Code, for the purchase or procurement of materials, supplies, furnishings, equipment or other personal property and non-professional services, the guideline to govern the County's "Buy American" policy is: Purchases shall consist of raw materials mined or produced in the U.S., or manufactured items that are made in the U.S. from materials or items mined, produced or manufactured in the U.S.

Exceptions to the "Buy American " Policy are:

- a) If the items are not available in the U.S. in commercial quantities of good quality,
- b) If the cost of the domestic items is unreasonable, which shall be if the cost of the domestic items is greater than two percent more than the cost of comparable foreign items, unless for a particular purchase, two percent represents a nominal amount,
- c) If a purchase is worth a value of \$30,000 or less,
- d) If the Chief Purchasing Officer decides that it is in the County's best interest to waive the "Buy American" policy.

35) INDEMNIFICATION CLAUSE –

a) Supplier agrees to protect, defend, indemnify and hold harmless the County, its Chief Executive, Manager, Director, Officers, agents, and employees from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity undertaken pursuant to any agreement resulting from this solicitation. Supplier further agrees to protect, defend, indemnify and hold harmless the County from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of contractor or of any licensees, contractors or sub-contractors of contractor. Supplier's obligations to protect, defend, indemnify and hold harmless, as set forth in this Paragraph, shall include any and all attorneys' fees incurred by the County in enforcing and/or obtaining compliance with the provisions of this Paragraph.

b) Supplier shall give to County prompt and timely notice of any claims made or suits initiated which in any way directly or indirectly, contingently or otherwise, affect or might affect the County, and each party shall have the right to compromise and defend the same to the extent of its own interest.

36) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) RECIPROCAL ASSURANCES

Pursuant to Federal Regulations promulgated under the authority of the Health Insurance Portability and Accountability Act of 1996, *Standards for Privacy of Individually Identifiable Health Information*, 42 C.F.R., Parts 160 and 164, hereinafter "Regulations", the Parties understand and agree that based upon the duties and responsibilities entered into under this agreement, the definition of "Covered Entity" and "Business Associate" as defined in the above cited act may apply to either or both Parties.

If and when Personal Health Information is exchanged between the Parties and one party is acting as a Business Associate to a Covered Entity the following shall apply:

In furtherance and compliance with the above, the Parties agree as follows:

General Duty of Confidentiality Business Associate hereby agrees that it shall not divulge, disclose, or communicate

in any manner any Protected Health Information to any third party without the prior written consent of Covered Entity and, where required, the client. Business Associate shall protect all such information and treat it as strictly confidential. Business Associate agrees to abide by the requirements of 42 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information*. Any violation of this paragraph shall be considered a material breach of this Agreement.

Use and Disclosure of Protected Health Information Business Associate is hereby permitted to use or disclose Protected Health Information for the proper management and administration of Business Associate's business, and/or to carry out the legal responsibilities of the Business Associate. Proper management and administration of Business Associate's business does not include the use of Protected Health Information, or the identity of Kane's clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should Business Associate at any time disclose to a third party Protected Health Information for its proper management and administration, or to carry out its legal responsibilities, Business Associate agrees to obtain reasonable assurances from that third party of the following: (1) that the third party shall hold the disclosed Protected Health Information confidentially and only use or disclose the information as required by law or for the purpose for which it was properly disclosed to the third party; and (2) that the third party shall immediately report in writing to Business Associate any instances of a breach of confidentiality of which the third party is aware.

Appropriate Safeguards Business Associate agrees to maintain and use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of clients, other than as provided for by this Agreement. Such safeguards must be in place at all times for the protection of Protected Health Information that is maintained both in electronic and paper forms. Business Associate further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications.

Agent and Subcontractors Business Associate hereby agree to ensure that any agent or subcontractor agrees to the same restrictions and conditions under this Agreement that apply to Business Associate with respect to such Protected Health Information.

Reporting of Improper Uses and/or Disclosures Business Associate agrees to immediately report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information and/or the identity of Covered Entity's clients of which it becomes aware, which is not permitted pursuant to this Agreement or pursuant to the Regulations.

Availability of Information Maintained by Contractor Business Associate hereby agrees to make available any of Covered Entity's Protected Health Information, immediately upon Covered Entity's request, for purposes of ensuring the right of access of clients to their own health information.

Amendments Business Associate shall make available to Covered Entity, upon request, any Protected Health Information for which Covered Entity has agreed to make and/or has made any amendments. In such cases, Business Associate agrees to incorporate all such amendments made by Covered Entity, to the information maintained by Business Associate.

Accounting Business Associate shall maintain appropriate records of all disclosures of Protected Health Information made to third parties in sufficient form to allow for an accounting of disclosures to properly be generated pursuant to the Regulations. Upon request of Covered Entity, such records shall be made available by Business Associate to Covered Entity for purposes of providing an accounting of disclosures pursuant to the Regulations.

Availability of Internal Practices, Books, and Records Business Associate hereby agrees to make all of its internal practices, books, and records relating to the use and disclosure of the Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health & Human Services, or its agent, upon the request of either the Secretary of the Department of Health & Human Services or Covered Entity, for purposes of determining whether Covered Entity is complying with the above-referenced Regulations.

Maintenance of Protected Health Information Upon Termination of Agreement Upon the termination of this Agreement for any reason, Business Associate shall return to Covered Entity all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, retaining no copies of any such information. In the alternative, upon the termination of the Agreement, Business Associate, with the consent of Covered Entity, may choose to destroy all Protected Health Information, retaining no copies of such information, so long as a Certificate of Destruction, including the date of destruction, manner of destruction, and name, title and signature of the authorized agent of the Business Associate completing such destruction is immediately provided to Covered Entity. Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist. If Business Associate believes that such a return or destruction is not feasible for any reason, Business Associate must contact Covered Entity to discuss the reason that return or destruction is not feasible and the extension of the protection of the Agreement to this information with the limitation of further usage and disclosures.

Confidentiality Business Associate agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosures. In addition, Business Associate agrees to guard the confidentiality of resident information. Access to all individually identifiable information relating to residents that is obtained by Business Associate shall be limited by Business Associate to persons or agencies that require the information in order to perform their duties in accordance with this contract, and to such others as may be authorized by Covered Entity in accordance with applicable law.

No other party shall be granted access to confidential information unless the party complies with the requirements of Federal and State laws and regulations pertaining to such access. Covered Entity shall have absolute authority to determine if and when any other party has properly obtained the right to have access to this confidential information. Nothing herein shall prohibit the disclosure of information in summary, statistical, or other form that does not identify particular individuals. Business Associate shall retain the right to use information for its Quality Improvement/Assurance and/or Utilization Management programs, subject to the requirements of this clause.

Business Associate agrees to take reasonable steps to ensure the physical security of data under its control, including, but not limited to: fire protection; protection against smoke and water damage; alarm systems; locked files; guards or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access; limited access to input documents and output documents; and design provisions to limit use of resident names.

Business Associate agrees to inform each of its employees having any involvement with personal data or other confidential information, whether with regard to design, development, operation, or maintenance, of the laws and regulations relating to confidentiality.

Upon the termination of this Agreement, Business Associate may not use any such data or any material derived from the data for any purpose not permitted by law. Where so instructed by Covered Entity, Business Associate must destroy such data or material if permitted by law.

Termination of Agreement In the event of Business Associate's failure to conform to the requirements set forth in this Agreement, Covered Entity may immediately terminate this Agreement, notwithstanding provisions described elsewhere in this Agreement.

37) ANTI-SWEATSHOP PROVISIONS

By executing the proposal document, the Supplier certifies that nothing has come to its attention that would lead it to believe that any of the goods or products provided herein were made under sweatshop conditions, as defined by Part 9, § 5-903.02 as amended, of Article 903 of the County's Administrative Code (Ordinance Number 08-07-OR)

If the County is presented with information that would lead the County to reasonably believe that the Supplier or its suppliers may be obtaining goods or products for sale, re-sale, lease or rental to the County that were made under

sweatshop condition, upon request of the County, the Supplier shall disclose information, data and materials reflecting Supplier's practices as they pertain to the procurement and manufacturing of goods/products in compliance with the Anti-Sweatshop provisions of the County's Administrative Code.

38) EXAMINATION OF FINANCIAL RECORDS

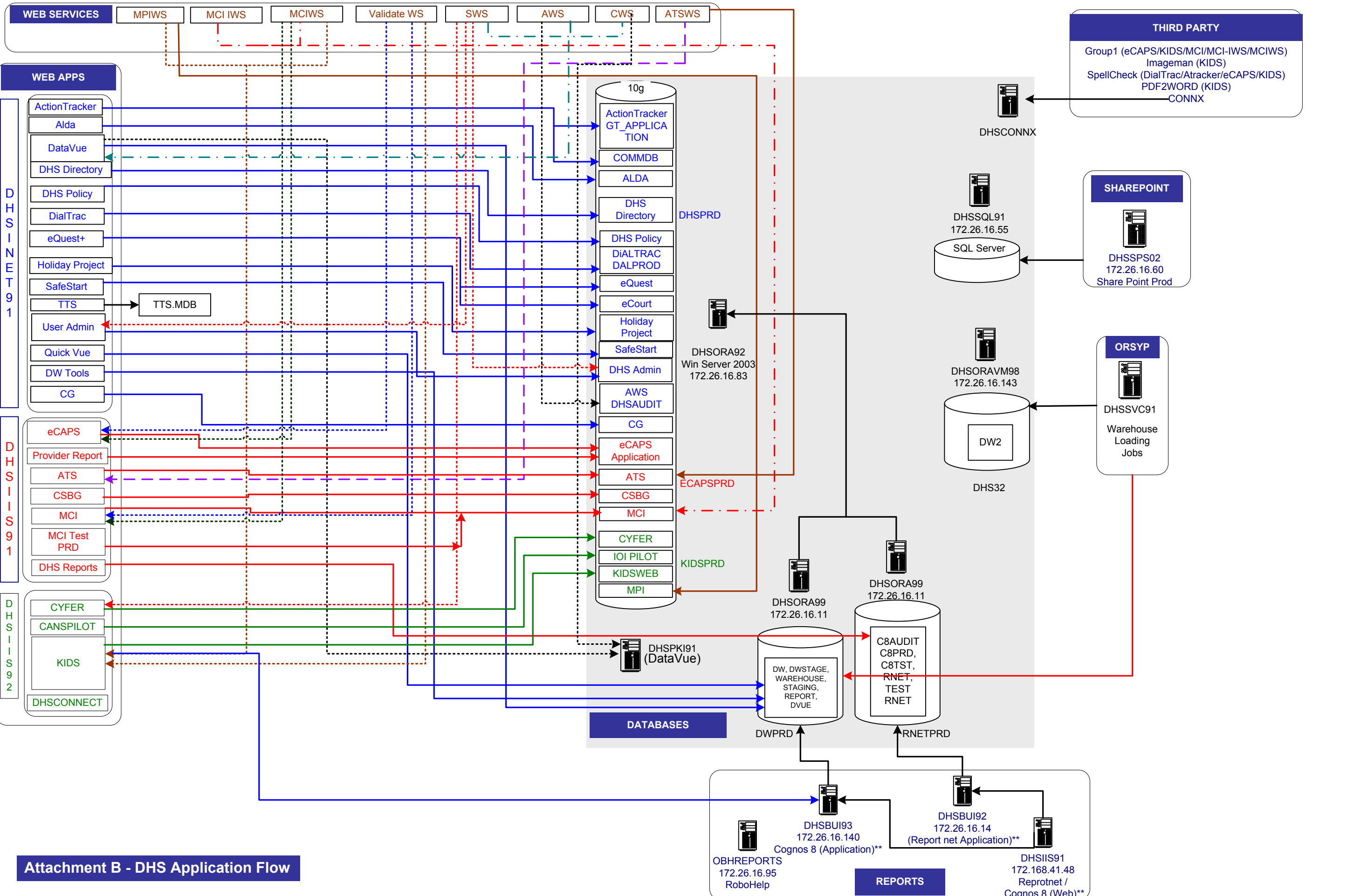
Contractor/Supplier shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement/Proposal in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this Agreement/Proposal. The Contractor/Supplier shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Contractor/Supplier shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Contractor/Supplier's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement/Proposal shall be preserved and made available for a period of three (3) years following the termination of this Agreement/Proposal. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Contractor/Supplier's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Contractor/Supplier, to the County's sole satisfaction, within thirty (30) days after the Contractor/Supplier's receipt of written notice of such deficiencies. Failure of the Contractor/Supplier to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement/Proposal and, at the County's sole discretion, may result in the County withholding future payments.

JD Revised 11/2007

**RFP - INFORMATION TECHNOLOGY PROFESSIONAL AND SUPPORT SERVICES
 SPECIFICATION NO. 6721
 Attachment A: DHS Applications - Name, Description and Environment**

	A	B	C
1	DHS APPLICATION	DESCRIPTION	CURRENT ENVIRONMENT
2	ALDA	Allegheny County Drug & Alcohol system is used for drug & alcohol related claims processing.	Windows 2003, IIS, ASP, Oracle 10G R2
3	ATS	Automated Tracking System is a ticket and bug tracking system used by the DHS Helpdesk, Development, Testing and Technical Services teams. It is used to track calls & tickets from their inception at the Helpdesk through till deployment into the application.	Windows 2003, IIS, ASP, Oracle 10G R2
4	Action Tracker	Action Tracker is a custom-developed software application currently used by 20 county departments. The system's primary function is to support department- and county-wide approval processes. Each county department defines how Action Tracker is used based on their own department's business processes and needs. Action Tracker is flexible enough to accommodate other county department's needs while maintaining a centralized business process.	Windows 2003, IIS, ASP, Oracle 10G R2
5	Datawarehouse (Cognos)	As part of its computing architecture, the DHS Office of Administrative and Information Management Services maintains and operates a Data Warehouse which makes it possible to report on individuals who are served through DHS and in other human service areas throughout Allegheny County. Reports are accessible through Cognos. Cognos is the reporting platform for generating reports and correspondence (forms & letters) for all applications.	Windows 2003, Windows 2008 R2, IIS, Oracle 10G R2, Oracle 11G R2, Cognos 8.3/8.4, Cognos SDK and Cognos Access Manager, Apache Directory Studio 1.5.3 and Apache Directory Server 1.5.7
6	CSBG	CSBG-ARRA stands for Community Services Block Grant – American Recovery and Reinvestment Act. Under the federal ARRA passed in February 2009, additional funds were appropriated under the Community Services Block Grant to eligible entities. Eligible entities in Pennsylvania are Community Action Agencies (CAA). Allegheny County Department of Human Services is the CAA for Allegheny County outside the City of Pittsburgh. CSBG-ARRA funds received by Allegheny County Department of Human Services have been awarded to service providers selected through a request for proposal to deliver services in the areas of employment and training, financial literacy, service coordination for self-sufficiency and services for immigrants and refugees. The CSBG-ARRA online portal allows a user to record clients served with the progress of their goals through the Outcome Indicators. Using CSBG – ARRA online portal eliminates the manual processes used for reporting. Therefore, reports can be available much faster and more timely. This allows the Office of Community Services to better manage and monitor this program.	Window 2003, IIS 6, ASP.NET, Oracle 10G R2
7	DataVue	DataVue is a limited access application that allows authorized users to view data in the Data Warehouse on a client-by-client basis. Most of the ad-hoc report requests, cubes, and other applications from the Data Warehouse report aggregate data such as client count, total dollar amounts, etc. DataVue allows users to search for all information available for a client in the Data Warehouse. Because of the sensitive nature of the information provided in DataVue, the application is available after supervisor approval and with a digital certificate.	Window 2003, IIS 6, ASP.NET, Oracle 10G R2, PKI
8	DHS Assist	DHS Assist provides the latest in reference materials to help users effectively utilize the technology resources of DHS. The most current user guides and information on all application releases are available on this webpage.	Sharepoint 2007, Microsoft SQL Server 2005
9	DHS Request	DHS Request (formerly OIM Request) is used to create, assign, and complete requests like creating new user accounts, application access and hardware requests through Office of Administrative and Information Management Services. This streamlined process will ensure accurate request and improved response time to requests made to AIMS.	Sharepoint 2007, Microsoft SQL Server 2005

	A	B	C
1	DHS APPLICATION	DESCRIPTION	CURRENT ENVIRONMENT
10	DHS Assessment/ CANS	The DHS Assessment Tool is used to better identify needs and strength of children and their families Primary concept is to support communication across the different child serving agencies and approaches Also serves as a Quality Improvement/Assurance tool as well as a tool to monitor service outcomes	Window 2003, IIS 6, ASP.NET, Oracle 10G R2
11	Dialtrac	The Director's Action Line receives and records complaints and requests for more information from anyone regarding a DHS service. DiALTRAC is used to record every event, as well as keep track and monitor the complaint, until a resolution has been determined. All information and referral calls are recorded. DiALTRAC supports the needs of the DAL office while producing the necessary statistical reports on demand.	Window 2003, IIS 6, ASP, Oracle 10G R2
12	eCAPS	The Electronic Client and Provider System (eCAPS) is a web-enabled central repository of client and service information. ECAPS is the "operating system" for the mental health, employment and training, and homeless programs. It supports collaboration and case management across program offices. The common functions in ECAPS are: Intake, Assessment, Referral, Authorization, Services rendered, Provider Management	Window 2003, IIS 6, ASP, Oracle 10G R2, ASPUpload, Data Junction
13	Holiday Project	CYF caseworkers can submit gift requests for children on their caseloads. Gifts are distributed throughout December.	Window 2003, IIS 6, ASP, Oracle 10G R2
14	HPRP	Homeless Prevention and Rehabilitation Program. HPRP is a subset system within the eCAPS system	Window 2003, IIS 6, ASP, Oracle 10G R2
15	HMIS	Homeless Management Information System. This data collection system stores longitudinal person-level information about people accessing the homeless services in a Continuum of Care. It collects information about client needs, goals, and service outcomes.	Window 2003, IIS 6, ASP, Oracle 10G R2
16	KIDS	"KIDS" stands for Key Information and Demographics System. The DHS Office of Child, Youth and Families (CYF) is implementing KIDS in several releases. The long-term goal of KIDS is to support and integrate the case management and fiscal aspects of children's services for DHS.	Window 2003, IIS 6, ASP.NET, Oracle 10G R2, Cognos, Imageman.NET, Group 1, Keyoti RapidSpell
17	Master Client Index	Master Client Index is a system that is the single source of record for all DHS client entities and their related data. It tracks demographic information on an individual level	Window 2003, IIS 6, ASP.NET, Oracle 10G R2, PKI enabled Web Service
18	Master Provider Enterprise Repository (M	Master Provider Enterprise Repository (MPER) is a web-based system that is the single source of record for all DHS contracted entities and their related data. MPER tracks data on a wide-array of provider information, including but not limited to contracts, facilities, services and service offerings.	Window 2003, IIS 6, ASP.NET, Oracle 10G R2
19	QuickVue	QuickVue allows you to retrieve information based on search filters to view quick, cumulative counts of unduplicated clients across or in selected service areas.	Window 2003, IIS 6, ASP.NET, Oracle 10G R2
20	UserAdmin	Enterprise access application authorization tool	Windows 2003, ASP.NET, Oracle 10G R2
21	SafeStart	DHS-OCS System for supporting the SafeStart program for improving outcomes for children who witness violence either in their homes or communities	Windows 2003, VB/ASP, Oracle 10G R2
22			



Attachment B - DHS Application Flow



**Attachment C
Pricing Worksheet**

**REQUEST FOR PROPOSAL
INFORMATION TECHNOLOGY PROFESSIONAL AND SUPPORT SERVICES
SPECIFICATION NO. 6721**

Service Area	Minimum relevant experience	Certifications	Rate (Hourly) *
DBA			
Security Specialist			
Application Developer(s)			
Application Maintenance Analyst/Programmer			
Applications Analyst (Business)			
Applications Analyst (Technical)			
Project Manager			
Program Manager			
Infrastructure Manager			
System Architect			
Application Developer(s)			
Application Maintenance Analyst/Programmer			
HelpDesk Consultant- Level 3 Support Only			
Technical Writer/Editor/Researcher			
Trainer			
Other, Specify			
(add additional cells if needed)			

***Stipulation:**
Proposed hourly rates must include all travel and subsistence costs at the allowable expenses per the County Travel Policy



Attachment D

Format for RFP Questions

REQUEST FOR PROPOSAL INFORMATION TECHNOLOGY PROFESSIONAL AND SUPPORT SERVICES SPECIFICATION NO. 6721

QUESTIONS FOR RFP SPEC NO. 6721

Any queries that service providers have on the RFP are to be consolidated and forwarded by email to Lisa Paris, Lisa.Paris@AlleghenyCounty.US in the format provided below.

All queries must reach the intended recipient by November 21, 2011, via email.

Service Provider Name	
Contact Person	
Contact Email	

Query 1

Document Title	
Section Number	
Section Title	
Page Number	
Query	

Query 2

Document Title	
Section Number	
Section Title	
Page Number	
Query	

Query 3

Document Title	
Section Number	
Section Title	
Page Number	
Query	

Note: Please replicate the format for additional questions, if any.