INCORPORATED STANDARD
FEDERAL/STATE TERMS AND CONDITIONS

Unless otherwise deleted, changed or modified by the document marked "Modified or Deleted Terms and Conditions," which is attached to the Agreement as Exhibit E, the following Federal and State-required terms and conditions are specifically incorporated by reference in their entirety as part of the Agreement between the County and the Contractor:

27. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

During the term of the Agreement, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee, applicant for employment, independent contractor, consumer or any other person on the basis of race; color; religion; national origin or ancestry; sex; gender identity or expression; sexual orientation; disability; marital status; familial status; age (40 or over); or use of a guide or support animal because of blindness, deafness or physical disability of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law.

B. The Contractor shall take affirmative action to ensure that applicants for employment and all employees or agents are treated without regard to their race, color, religious; national origin or ancestry; sex; gender identity or expression; sexual orientation; disability; marital status; familial status; age (40 or over); or use of a guide or support animal because of blindness, deafness or physical disability of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law. 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. The Contractor 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. The Contractor 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, national origin or ancestry, sex, gender identity or expression, sexual orientation, disability, marital status, familial status, age (40 or over), or use of a guide or support animal because of blindness, deafness or physical disability of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law.

D. The Contractor 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 the Contractor.

E. It shall be no defense to a finding of non-compliance with this non-discrimination clause that the Contractor 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 Contractor was not on notice of the third-party discrimination or made a good faith effort to correct such discrimination, then evidence 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 the Contractor will be unable to meet its obligations under this non-discrimination clause, the Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

G. The Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Contractor's noncompliance with the non-discrimination clause of the Agreement or with any such laws, the Agreement may be terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for further County contracts, and other sanctions may be imposed and remedies invoked.

H. The Contractor 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 the Contractor 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. The Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

J. The Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

28. SEXUAL HARASSMENT POLICY

The Contractor 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 Contractor 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.

29. AMERICANS WITH DISABILITIES ACT

During the term of the Agreement, the Contractor 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 Contractor 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 Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts.

B. The Contractor shall include the provisions of Paragraph A above in every subcontract under the Agreement so that such provision binds each subcontractor.

28. EQUAL OPPORTUNITY FOR THE DISABLED

A. The Contractor 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 Contractor assures that any benefits, services, or employment, available through the Contractor 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 Contractor shall be responsible for and agree to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Paragraph A above.

C. The Contractor shall include the provisions of Paragraph A above in every subcontract under the Agreement so that such provision binds each subcontractor.

29. OTHER FEDERAL LAWS

A. The Contractor expressly agrees and assures that it will comply with the following particular federal laws and requirements, where applicable.

1. Pro-Children Act of 1994

a. Pursuant to the Federal Pro-Children Act of 1994 (20 U.S.C. §§6081-6084), the Contractor and all subcontractors shall agree to comply with the following certification required by P.L. 103-227 Sections 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children 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 the 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; contractors 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.

b. The Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.

c. The Contractor agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subcontractors shall certify accordingly.

d. The Contractor further agrees that it will comply with, and require any subcontractors to comply with, the requirements of the Pro-Children Act of 1994 regardless of the source of funds for the Agreement.

e.

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 Contractor 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 with the statement published pursuant to Clause (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 within ten (10) days after receiving notice under Clause (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 Clause (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 satisfactorily participate 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 Clauses (1), (2), (3), (4) and (5) above.

b. The Contractor shall include the provisions of Subsection a above in every subcontract entered into to carry out any part of the Scope of Services under the Agreement so that such provision binds each subcontractor.

c. The Contractor shall, at the request of the Department, execute such documents in a form acceptable to the Department, certifying compliance with the Drug Free Workplace Act.

3. Federal Lobbying

a. The Contractor agrees to certify to the following lobbying restrictions and disclosure requirements:

(1) No federal appropriate funds have been paid or will be paid, by or on behalf of the Contractor, 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 Contractor shall complete and submit Standard Form-LLL (Appendix C), "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The Contractor 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 31 U.S.C. § 1352. 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 Contractor shall, at the request of the Department, execute such documents in a form acceptable to the Department, 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 Contractor's performance of the Scope of Services under the 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 Contractor 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 Contractor'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. Health Insurance Portability and Accountability Act (HIPAA) Reciprocal Assurances

a. Definitions:

The following definitions shall apply to this Section:

(1) Catch-all definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are given when defined in the HIPAA Regulations. A reference in this Section 5 of Paragraph A of Article 29 of the Agreement to a section in the HIPAA Regulations means the section then in effect, or as amended.

(2) "Breach" shall mean the same as it means at 45 C.F.R. §164.402.

(3) "Business Associate" ("BA") shall mean the Contractor.

(4) "Covered Entity" shall mean Allegheny County, the Department and its/their subsidiaries, agencies and affiliates.

(5) "Days" shall mean calendar days.

(6) Designated Record Set" shall mean the same as it means at 45 C.F.R. §164.501, and includes electronic Designated Record Sets.

(7) "Discovery of a Breach" shall mean that Business Associate, or an employee, officer or agent of Business Associate (other than the individual that caused the Breach), has acquired actual knowledge of a Breach or by the exercise of reasonable diligence should have acquired knowledge of a Breach.

(8) "Electronic Protected Health Information" or "EPHI" shall mean the same as it means at 45 C.F.R. §160.103.

(9) "Privacy Rule" shall mean Subparts A and E of 45 C.F.R. Part 164.

(10) "Protected Health Information" or "PHI" shall have the meaning set forth at 45 C.F.R. §160.103. When used in this Agreement, PHI shall refer only to PHI that is created, received, maintained, transmitted, used or disclosed for or on behalf of Covered Entity by Business Associate or a Subcontractor.

(11) "Security Incident" shall mean the same as it means at 45 C.F.R. § 164.304.

(12) "Security Measures" shall mean the same as it means at 45 C.F.R. §164.304.

(13) "Security Rule" shall mean Subparts A and C of Part 164 of Title 45 of the Code of Federal Regulations.

(14) "Services" shall mean all functions and activities necessary to perform the Services Agreement(s) and related arrangements, whether oral or in writing, between Covered Entity and Business Associate.

(15) "Subcontractor" shall mean the same as it means at 45 C.F.R. §160.103.

(16) "Unsecured PHI" shall mean the same as it means at 45 C.F.R §164.402.

b. Obligations and Activities of Business Associate

(1) Business Associate agrees to not use or disclose PHI of Covered Entity other than as permitted or required by this Agreement or as required by law.

(2) Business Associate agrees to use appropriate safeguards and to comply with the Security Rule with respect to EPHI to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(3) In the event that Business Associate transmits EPHI on behalf of Covered Entity via electronic mail over the Internet, Business Associate agrees to the extent deemed reasonable and appropriate by Business Associate that such EPHI shall be secured by an encryption technology that renders EPHI unusable, unreadable, or indecipherable to unauthorized individuals in

accordance with the guidance of a standards developing organization that is accredited by the American National Standards Institute; unless otherwise required by the Secretary to meet an alternative standard.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate, or a Subcontractor of Business Associate, in violation of the requirements of this Agreement.

(5) Business Associate agrees to report to Covered Entity:

(i) Within ten (10) days, any use or disclosure of PHI by the Business Associate not provided or by this Agreement of which it becomes aware.

(ii) Within ten (10) days, any Security Incident of which it becomes aware that results in an unauthorized access, use modification, destruction or disclosure of EPHI or interference with information systems for EPHI.

(iii) Within ten (10) days of receipt of a written request from Covered Entity, any Security Incident of which it becomes aware that was an unsuccessful attempt to obtain unauthorized access, use modification, destruction or disclosure of EPHI or interference with information systems for EPHI.

(iv) If Business Associate makes a Discovery of a Breach of Covered Entity's Unsecured PHI that is created, received, maintained, transmitted, used or disclosed by Business Associate in any manner arising out of this Agreement, Business Associate shall timely notify Covered Entity as provided in Clause (6) of this Subsection b of Section 5 of Paragraph A of Article 29 of the Agreement.

(6) Following Discovery of a Breach of Covered Entity's Unsecured PHI, Business Associate without unreasonable delay, but in no case later than thirty (30) days, shall provide written notice to Covered Entity setting forth the information described in Clause (7) of this Subsection b of Section 5 of Paragraph A of Article 29 of the Agreement. In the event that Business Associate discovers what may be considered a "breach," Business Associate shall use business care and prudence to satisfy itself based upon reasonable diligence that the acquisition, access, use, or disclosure of PHI was not

unintentional or inadvertent and that Business Associate cannot affirmatively demonstrate that there is a low probability that the security or privacy of the PHI has been compromised.

(i) Notwithstanding any other provision of this Agreement, Business Associate agrees within thirty (30) days of receipt of documentation from Covered Entity to reimburse Covered Entity for any and all reasonable expenses (e.g. - cost of mailing, media, credit monitoring, etc.) incurred by Covered Entity in carrying out the obligations of Covered Entity under the HIPAA Regulations to notify individuals affected by a Breach of Business Associate. In the alternative and upon agreement of the Parties, Business Associate may directly undertake such obligations and expenses in lieu of the herein provided reimbursement.

(7) Business Associate's written notification shall provide the following information:

(i) To the extent possible, the names of each individual whose Unsecured PHI has been, or is reasonably believed to have been accessed, acquired, used or disclosed during the Breach;

(ii) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(iii) A description of the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iv) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;

(v) A brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and,

(vi) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, Web site, or postal address.

(8) If Business Associate has been requested orally or in writing by law enforcement officials that notification of affected individuals may impede a criminal investigation, Business Associate shall so inform Covered Entity.

(9) Reporting a Security Incident or a use or disclosure of PHI not provided for in this Agreement shall not discharge Business Associate's obligations under this Agreement to report a Breach unless such reporting fully and completely satisfies all of the Breach reporting requirements of this Agreement.

(10) In accordance with 45 C.F.R. §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. With respect to EPHI, Business Associate will ensure that any Subcontractor of Business Associate that creates, receives, maintains, or transmits EPHI on behalf of Business Associate agrees to use appropriate safeguards and comply with the Security Rule with respect to EPHI to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(11) When Business Associate maintains PHI in a Designated Record Set, including but not limited to an electronic Designated Record Set, Business Associate agrees to provide access to and copies of PHI maintained in any Designated Record Set to Covered Entity or, when requested in writing by Covered Entity, to an Individual in order for Covered Entity to meet the requirements of 45 C.F.R. §164.524. Business Associate shall provide access to and copies of PHI in a reasonable time, not to exceed Fifteen (15) days [unless Business Associate and Covered Entity reasonably agree otherwise in writing]; and, in a reasonable manner.

(12) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created, transmitted or received by Business Associate on behalf of Covered Entity, available to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Upon receipt of a request from the Secretary, Business Associate shall notify Covered Entity in writing unless such notification would be contrary to law.

(13) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity determines is required to enable Covered Entity to comply with 45 C.F.R. §164.526. Except for good cause shown in writing to Covered Entity, Business Associate shall act upon Covered Entity's request for an amendment within Fifteen (15) days of receipt Covered Entity's request.

(14) Business Associate agrees to identify, track and document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected health Information in accordance with 45 C.F.R. §164.528.

(15) Business Associate agrees to provide to Covered Entity or to an Individual, in writing and not later than thirty (30) days after receiving a request under this Clause (15), information collected in accordance with the foregoing Clause (14) of Subsection b of Section 5 of Paragraph A of Article 29 of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

(16) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business associate agrees to comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).

(17) Business Associate shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request, use or disclosure in accordance with 45 C.F.R. §164.502(b). Further, Business Associate will restrict PHI to those employees of Business Associate or other workforce members under the control of Business Associate who are actively and directly participating in providing goods and/or services under the Agreement of the Parties and who need to know such information in order to fulfill such responsibilities.

c. <u>Permitted Uses and Disclosures by Business Associate</u>

(1) General Use and Disclosure Provisions.

(i) Business Associate provides Services to Covered Entity pursuant to a Services Agreement and other arrangements. In accordance with the Service Agreement,

the arrangements, and through their course of dealings and verbal understandings, Covered Entity and Business Associate have become knowledgeable about how and when Business Associate may create, receive, maintain, transmit, use or disclose PHI on behalf of Covered Entity when providing Services. Covered Entity expressly authorizes Business Associate to make any and all uses and disclosures deemed reasonable and necessary to provide the Services. Business Associate shall use or disclose PHI only in a manner permitted by the HIPAA Regulations if done by Covered Entity.

(2) Specific Use and Disclosure Provisions

(i) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Notwithstanding the foregoing, upon receipt of a written request from Covered Entity, Business Associate will provide Covered Entity with a description of any use made of Covered Entity's PHI that Business Associate made in reliance on this Clause (2) of Subsection c of Section 5 of Paragraph A of Article 29 of the Agreement.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notified the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Notwithstanding the foregoing, upon receipt of a written request from Covered Entity, Business Associate will provide Covered Entity with a description of any disclosure made of Covered Entity's PHI that Business Associate made in reliance on this Clause (2) of Subsection c of Section 5 of Paragraph A of Article 29 of the Agreement.

(c) When specifically requested in writing by Covered Entity, Business Associate may use PHI to: (i) provide Data Aggregation services to Covered Entity as permitted by 45

C.F.R. §164.504(e)(2)(i)(B); or, (ii) create de-identified health information in accordance with 45 C.F.R. §164.514.

(d) Business Associate may disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

d. Indemnification

Business Associate shall indemnify and hold Covered Entity, and its employees, officers, directors, independent contractors, agents and representatives, harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach of the Agreement by Business Associate. The obligations set forth in this Subsection d of Section 5 of Paragraph A of Article 29 of the Agreement shall survive termination of this Agreement, regardless of the reasons for termination.

e. Obligations of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(4) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity.

f. HIPAA Obligations upon Termination of Agreement

(1) In the event that this Agreement is terminated pursuant to Article 7 of this Agreement, the parties agree that all obligations undertaken or set forth under Section 5 of Paragraph A of Article 29 of the Agreement shall survive termination of this Agreement.

(2) Upon the termination of this Agreement for any reason set forth in Article 7 of this Agreement, Business Associate agrees to return or destroy all Protect Health Information, if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its Subcontractors. If it is not feasible for Business Associate to return or destroy said Protected Health Information, Business Associate will notify the Covered Entity in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reason for such determination, which reasons must be agreed to by Covered Entity. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for Business Associate to obtain Protected Health Information from a Subcontractor, Business Associate must provide a written explanation to the Covered Entity and require the Subcontractor to agree to extend any and all protections, limitations and restriction contained in this Agreement to the Subcontractor's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. Other Federal Laws

The Contractor shall comply with 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 the Agreement.

30. AUDIT REQUIREMENTS

Cambria County provides Federal and State financial assistance to a variety of entities. Audit requirements may be either a Federal mandate or a State mandate. The applicable audit requirements are determined according to the source(s) of the agreement's funding. If the agreement is funded by Federal funds only or by a combination of Federal and State funds, and the recipient expends a total of $750,000 or more in Federal funds during its fiscal year received from all sources, the audit requirement is federally mandated and prescribed by the *Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended;;* and any other applicable law or regulation,

and any amendment to such other applicable law or regulation which may be enacted or promulgated by the Federal Government. If the agreement is funded by State funds only and the recipient expends $500,000 or more in State funds, the audit requirement is State mandated, as prescribed in the audit requirements below, and in accordance with the provisions of GAGAS issued in the U.S. General Accounting Office's *Government Auditing Standards* ("Yellow Book"), the latest revision as of the time of the audit.

Contractor must comply with the minimum audit reporting requirements and the submission of Audit Reports requirements detailed in the Audit Requirements chart below. Contractor further agrees to comply with all audit requirements pertaining to fee-for-service providers as per appropriate state agency requirements.

DETERMINATION OF APPLICABLE AUDIT REQUIREMENTS

Contractor	Expends $750,000 or more of total federal funds	Expends less than $750,000 of total federal funds from all sources AND $500,000 or more of state funds	Expends $500,000 or more of state fund	Expends less than $750,000 in federal funds and less than $500,000 in state funds
Local Government	Federally Mandated Audit based on Government's fiscal year	Department Mandated (Program-Specific) Yellow Book Audit based on 12 month period of the agreement	Department Mandated (Program-Specific) Yellow Book Audit based on 12 month period of the agreement	No Audit required, unless language in the Agreement superseding the dollar threshold takes precedence
Non-Governmental Non-Profit Organization (includes non-profit institutions of higher educations and hospitals)	Federally Mandated Audit based on Contractor's fiscal year	Department Mandated (Program-Specific) Yellow Book Audit based on 12 month period of the agreement	Department Mandated (Program-Specific) Yellow Book Audit based on 12 month period of the agreement	No audit required, unless language in the Agreement superseding the dollar threshold takes precedence
For-Profit Entity	No audit required, unless language in the Agreement superseding the dollar threshold takes precedence	Department Mandated (Program-Specific) Yellow Book Audit based on 12 month period of the agreement	Department Mandated (Program-Specific) Yellow Book Audit based on 12 month period of the agreement	No audit required, unless language in the Agreement superseding the dollar threshold takes precedence

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 the Agreement. It does not include Contractor's financial reports or other information incidental to the administration of the Agreement.

B. Software and Ownership Rights

If Federal or Commonwealth of Pennsylvania funds are used in this contract for the development of new software or for modifications of software, the Contractor hereby grants to the Commonwealth of Pennsylvania and the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for State and Federal Government purposes software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation, except in the case that the software purchase is of proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public. The Contractor acknowledges County ownership of data and the Contractor must return data on demand in a non-proprietary format.

C. Rights in Data

Data submitted to and accepted by the Department under this Agreement shall be the property of the Department, and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the Contractor. All data shall be yielded and delivered by the Contractor to the County promptly upon demand and, in any event, upon the cessation of the Agreement, whether such cessation be by termination, expiration or otherwise.

D. Data Collection

All data collected under the Agreement shall become the property of the Department at the close of the term of the Agreement.

E. Copyrights and Publication Rights

The Contractor relinquishes any and all copyrights and/or privileges to data developed produced or created with funds received by the Contractor from the County pursuant to the Agreement. The Contractor 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 Contractor from the County pursuant to the Agreement. The Contractor shall not include in the data any copyrighted matter unless the Contractor provides the Department with written permission of the copyright owner for the Department to use such copyrighted matter in a manner provided herein. The Contractor shall exert all reasonable efforts to advise the Department, at the time of delivery of data furnished under the 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 Contractor 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 the Agreement. The Contractor agrees not to knowingly employ any person having such an interest. The Contractor certifies that no member of the board of the Contractor or any of its officers or directors has such an adverse interest.

33. FEE SPLITTING

The Contractor agrees that no employee, board member, or representative of the Contractor, 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 Contractor 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 Contractor, are kept confidential and that such names, addresses and identities will not be divulged except as disclosure is permitted or required by law. The Contractor 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 Contractor shall require all applicants for employment with the Contractor 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 Contractor 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 Contractor 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 Contractor shall provide written notice to the Department if any agent, servant, employee or subcontractor of the Contractor is charged and/or convicted of any crime that would relate to the ability of the agent, servant, employee or subcontractor of the Contractor 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. CONTRACTOR INTEGRITY

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

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

2. "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.

3. "Contractor" means the Contractor who or which has entered into the Agreement with the County, including the Contractor's directors, officers, partners, managers, key employees, and owners having a financial interest.

4. "Financial Interest" means:

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

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

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

B. The Contractor shall maintain the highest standards of integrity in the performance of the Agreement and shall take no action in violation of state and federal laws, regulations, or other requirements that govern contracting with the County.

C. The Contractor shall not disclose to others any confidential information gained by virtue of the Agreement.

D. The Contractor shall not, in connection with the 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.

E. The Contractor shall not, in connection with the 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.

F. Except with the consent of the County, neither the Contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Agreement except as provided therein.

G. Except with the consent of the County, the Contractor 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.

H. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.

I. The Contractor, by execution of the Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

J. The Contractor shall, upon request of the Director, reasonably and promptly make available to Department and its representatives or designees, for inspection and copying, all Fiscal and Programs Records of the Contractor of, concerning, and referring to the Agreement with the County or which are otherwise relevant to the enforcement of these provisions.

37. NO DEBARMENT OR SUSPENSION

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

B. If the Contractor 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 the Agreement or any extensions or renewals thereof, then

the County shall have the right to require the Contractor to terminate such subcontracts or employment.

C. The Contractor 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 Contractor's compliance with the terms of the Agreement or any other agreement between the Contractor and the County which results in the suspension or debarment of the Contractor or any subcontractor of the Contractor. Such costs shall include, but not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.

D. The Contractor 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 No. (717) 783-6472
Fax No. (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 the Agreement, shall participate in any decision relating to the 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 the Agreement or the proceeds thereof.

39. INTERESTS OF COUNTY OFFICIALS, OFFICERS OR EMPLOYEES

No elected official, officer or employee of the County or the Department who exercises any functions or responsibilities under the Agreement, shall participate in any decision relating to the 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 or the Department have any interest, direct or indirect, in the Agreement or the proceeds thereof.

40. TAX COMPLIANCE; OFFSET

By executing the Agreement, the County or the Department warrants and represents that it is not delinquent in the payment of any taxes or other obligations to the County. The Contractor shall immediately inform the Department if, at any time during the term of the Agreement, it becomes delinquent in the payment of any taxes to the County. The County or the Department

agrees that the County shall have the right to offset any tax or other obligation owed by the County or the Department to the County or the Department against any payments due the County or the Department for services provided or performed under this County or the Department.

41. ACKNOWLEDGMENT OF FUNDING

The County or the Department 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 County or the Department, 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. UNIFORM GUIDANCE PROCUREMENT STANDARDS

The Contractor shall comply with the Uniform Guidance procurement standards in 2 CFR sections 200.317 through 200.326.