

REQUEST FOR EXECUTIVE ACTION **EA Title:TWO (2) NEW DHS PROVIDER AGREEMENTS**

Originating Department: Human Service(s)

Run Date: 12/07/2022 Page 1 of 1

SEE DEPARTMENT AUTHORIZATION PAGE

Contact: Placid Larouere Ext:6904 **Est Cost:** \$500,650.00

Date Submitted By Agency: 12/03/2022 **Est Revenue:**

Date Approved: 12/04/2022 **County Match:**

Included In Budget: Yes For: Grant

Operating

Account coding provided on JDE Contract Form

Summary:

Future Impact:

The Department of Human Services requests the County's authority to enter into two new Provider Agreements for the amounts and periods listed herein.

Explanation:

The Department of Human Services requests the County's authority to enter into two new Provider Agreements for the amounts and periods listed herein.

Said Two (2) new Provider Agreements are described as follows:

- 1.) Schneider Downs & Co., Inc. Providing Administrative Support | Financial Services
- 2.) Smithfield United Church Providing funding for the use of Smithfield United Church's basement for the Winter Shelter - Emergency Shelter Affordable Housing Services.

Further authorize the Department of Human Services Director (or Director's Designee) to sign letters that may reduce the overall Agreement Allocation amount.

| # No. | Vendor | Project # | Contract Start date | Contract End Date | Ag # | Previous \$ | Change \$ | Amount \$ | Fee |
|----------|--------------------------------|---------------|------------------------|----------------------|---------|----------------|------------|------------|-----|
| 1 | SCHNEIDER DOWNS & CO., INC. | | 12/01/2022 | 11/30/2024 | | 0.00 | 433,500.00 | 433,500.00 | NO |
| 2 | SMITHFIELD UNITED CHURCH | WinterShelter | 10/01/2022 | 06/30/2023 | | 0.00 | 67,150.00 | 67,150.00 | NO |

| Department | Department Department Backup Director | | Authorized | Department Authorized Date | | |
|---------------------|---------------------------------------|--|--|-------------------------------|--|--|
| Human Service(s) | Erin Dalton | | Yes - Approved by Department Director | Dec 3, 2022 11:08:54 AM | | |

| CC: | Controller |
|-----|-----------------------------|
| | Law Department |
| | Budget & Finance |

| X | Approved | l as Su | bmitted |
|---|----------|---------|---------|
|---|----------|---------|---------|

Denied

EA NUMBER: 7205-22

CONTRACT FORM COUNTY OF ALLEGHENY

| Diana Krucik | 11/28/2022 |
|---------------|------------|
| Prepared by | Date |
| (412)350-7334 | |
| Phone Number | |

| DHS USE ONLY | | | | | | | |
|--------------------------------------|-------------|--|--|--|--|--|--|
| OF# | 274683 | | | | | | |
| Insurance Relationship Created | | | | | | | |
| Contract Supervisor | PJ Larouere | | | | | | |

Department DHS - Office of Administration

Supplier Smithfield United Church

Supplier # 1020325 Funder # 57021

(if revenue)

10/1/2022 TO 6/30/2023 **CONTRACT PERIOD**

Executive Action No.

7205-22-2

| 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 | | DESCRIPTION | AMOUNT | |
|---|---------|---------------|---------|--------------|---------------------|---------------------------|-------------|-----------|--|
| 1 | J | | EA | | 25940029.63010.0202 | HH Hsg HAP Emerg Shelt AH | | 67,150.00 | |
| 2 | J | | | | | | | | |

Total Program Funded Contract Amount \$67,150.00 **Total Amount Limited by Contract Language**

\$67,150.00

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:___

AGREEMENT NUMBER: 274995

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT on the date below indicated.

Authorized Signature

Please Print/Type
Name & Title

SMITHFIELD UNITED CHURCH

DocuSigned by:

Please DocuSigned by:

Please Print/Type
Name & Title

Business Administrator

12/22/2022

COUNTY OF ALLEGHENY

BY: Willen Win

1/4/2023

County Manager

Date

APPROVED BY DIRECTOR

-DocuSigned by:

EunJaller

12/22/2022

Erin Dalton, Director

Date

Allegheny County Department of Human Services

APPROVED AS TO FORM

DocuSigned by:

George Janocsko

12/22/2022

Alyssa Cowan

DocuSigned by:

12/22/2022

Allegheny County Solicitor

Date

Assistant Allegheny County Solicitor

or Date

Agreement between the County of Allegheny Department of Human Services and

SMITHFIELD UNITED CHURCH

DHS ONLY MPER Contract ID

53039

DHS ONLY Project

FY 22-23 INITIAL DHS CONTRACT

AGREEMENT

THIS AGREEMENT, hereinafter referred to as "the AGREEMENT," effective for the term specified in Article 3 below, is made 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 SMITHFIELD UNITED CHURCH, with its principal place of business located 620 Smithfield St, Pittsburgh, PA 15222-2506, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY, on behalf of its Department of Human Services, hereinafter referred to as "the Department," is desirous of engaging the CONTRACTOR to provide or perform certain services and the CONTRACTOR is willing to provide or perform those 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 COUNTY and the CONTRACTOR agree as follows:

1. <u>ENGAGEMENT/SCOPE OF SERVICES</u>: The COUNTY, by and on behalf of the Department, hereby engages the CONTRACTOR to provide or perform those services described in detail in the document marked as "Work Statement," hereinafter referred to as "the Scope of Services," which is incorporated by reference in its entirety herein and attached hereto as Exhibit "A" to this AGREEMENT. The CONTRACTOR 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. The CONTRACTOR agrees to provide or perform the Scope of Services under the overall supervision of the Director of the Department or his designee, hereinafter "the Director."

2. COMPENSATION; PAYMENTS BY COUNTY:

- A. In consideration of the provision or performance of the Scope of Services described in Exhibit A, the COUNTY agrees to pay the CONTRACTOR 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. The CONTRACTOR 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 CONTRACTOR 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.
- 3. <u>TERM</u>: This AGREEMENT shall commence on October 1, 2022 and, unless terminated earlier as provided in Paragraph 7 below, shall end on June 30, 2023.
- 4. <u>NO CO-PARTNERSHIP OR AGENCY</u>: Nothing in this AGREEMENT shall create or establish the relationship of co-partners between the parties or constitute the CONTRACTOR as the

representative or agent of the COUNTY for any purpose whatsoever. At all times under this AGREEMENT, the CONTRACTOR shall perform or provide the Scope of Services as an independent CONTRACTOR.

5. INDEMNIFICATION:

- A. The CONTRACTOR 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 CONTRACTOR pursuant to this AGREEMENT. The CONTRACTOR's obligation to indemnify, protect, defend and hold the COUNTY harmless, as set forth in this Article 5, 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 CONTRACTOR 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. § 1 *et seq.* arising out of injuries sustained by any employees or agents of the CONTRACTOR or of any licensees, CONTRACTORs, or sub-CONTRACTORs of the CONTRACTOR.
- 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.

6. INSURANCE:

- A. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 expiration, throughout the term of this AGREEMENT.
- C. In addition to identifying the COUNTY, its elected officials, officers, appointees and employees as additional insureds, the Certificate(s) of Insurance shall provide that the insurance company 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 change, restrict or reduce the insurance provided or change the name of the insured.

D. 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 CONTRACTOR'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.

7. TERMINATION:

- A. <u>COUNTY's Reasons For Termination</u>: The COUNTY, through the Director, shall have the right to terminate this AGREEMENT for any of the following reasons:
- (1) <u>Termination for Convenience</u>: The COUNTY shall have the right to terminate the AGREEMENT for its convenience upon giving thirty (30) days written notice to the CONTRACTOR. In the event that the COUNTY elects to terminate the AGREEMENT for its convenience, the COUNTY shall pay the CONTRACTOR for all satisfactory work on the Scope of Services completed or services performed up to and including the date of termination.
- (2) 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 payment of the Scope of Services set forth in Exhibit A from the CONTRACTOR, the COUNTY may exercise either one of the following options: (a) Issue a written Notice of Termination of this AGREEMENT to the CONTRACTOR effective upon a specified date. In the event of termination of the AGREEMENT for non-appropriation/insufficient appropriation, the COUNTY shall pay the CONTRACTOR for all satisfactory work completed or services performed, if any, up to and including the date of termination; or (b) 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 CONTRACTOR 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.
- (3) <u>Termination due to Default</u>: The COUNTY shall have the right to immediately terminate the AGREEMENT upon notice to the CONTRACTOR for any reason set forth in the Paragraph entitled "Default" in the "Incorporated Standard County Terms and Conditions" described herein. The COUNTY shall also have the right to immediately terminate the AGREEMENT upon notice to the CONTRACTOR 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. <u>CONTRACTOR's Reasons For Termination</u>: The CONTRACTOR shall have the right to terminate this AGREEMENT for the following reasons: (1) for its convenience upon giving ninety (90) days written notice to the Department; and (2) upon notice to the COUNTY for any reason set forth in the Paragraph entitled "Default" in the "Incorporated Standard County Terms and Conditions" described herein.
- C. <u>CONTRACTOR's Actions Subsequent to Termination</u>: Upon receipt of a Notice of Termination or upon giving a Notice of Termination, and, except as otherwise directed by the COUNTY, the CONTRACTOR shall take the following actions: (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 Scope of 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR hereunder; (6) Arrange for the transfer and delivery of all data in accordance with Incorporated Standard County Terms and Conditions described herein; and (7) Take all other reasonable and necessary actions to wind up the administration of this AGREEMENT in an orderly manner.

8. INCORPORATION OF CONTRACT MANUAL:

- A. The CONTRACTOR 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 particular federal and/or state laws, rules and regulations relevant to the CONTRACTOR's provision or performance of the Scope of Services under the AGREEMENT, are set forth in a set of documents developed, compiled and created by the Department which is generally referred to as the "Contract Manual." In providing or performing the Scope of Services described in Exhibit A, the CONTRACTOR shall adhere to the General and Special Terms and Conditions set forth in the Contract Manual as designated in the document marked "Special Provisions," which is incorporated by reference in its entirety herein and attached hereto as Exhibit "D" to this AGREEMENT.
- B. Although referred to in the singular, the term "Contract Manual," as used in the 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 the AGREEMENT is in conflict with any terms or conditions set forth in the Department's Contract Manual, the provisions set forth in the Contract Manual shall be controlling.
- D. Due to its size and voluminous nature, the Contract Manual(s) is/are not attached hereto. The Contract Manual(s) incorporated by reference as part of this AGREEMENT pursuant to Exhibit D is/are available on the Department's website at URL http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx. Upon written request, the Department will provide paper copies of the Contract Manual(s) to the CONTRACTOR.
- E. Any and all provisions included in any applicable Contract Manual are subject to modification by revisions or changes to federal, state and local rules and regulations at any time. Notwithstanding any provision in the Incorporated Standard County Terms and Conditions, all such

revisions and changes shall be automatically 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.

INCORPORATED STANDARD COUNTY TERMS AND CONDITIONS: Unless otherwise deleted, changed or modified by the document marked "Modified or Deleted Terms and Conditions" (attached hereto, if necessary, as Exhibit "E,"), the parties expressly acknowledge and agree that the terms and conditions set forth in the document entitled "Incorporated Standard County Terms and Conditions," which can be found at on the Department's website at **URL** http://www.alleghenvcountv.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx . specifically incorporated by reference in their entirety herein and are made a part of this AGREEMENT. Upon written request, the Department will provide paper copies of the Incorporated Standard County Terms and Conditions to the CONTRACTOR.

10. INCORPORATED STANDARD FEDERAL/STATE TERMS AND CONDITIONS: The CONTRACTOR acknowledges that the COUNTY, as a recipient of federal and state funds for the Department, is required to ensure that CONTRACTOR adheres to and complies with applicable federal and state funding requirements. Unless otherwise deleted, changed or modified by the document marked "Modified or Deleted Terms and Conditions" (attached hereto, if necessary, as Exhibit "E,"), the parties expressly acknowledge and agree that the terms and conditions set forth in the document entitled "Incorporated Standard Federal/State Terms and Conditions," which can be found at on the Department's website at URL http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx, are specifically incorporated by reference in their entirety herein and are made a part of this AGREEMENT. Upon written request, the Department will provide paper copies of the Incorporated Standard Federal/State Terms and Conditions to the CONTRACTOR.

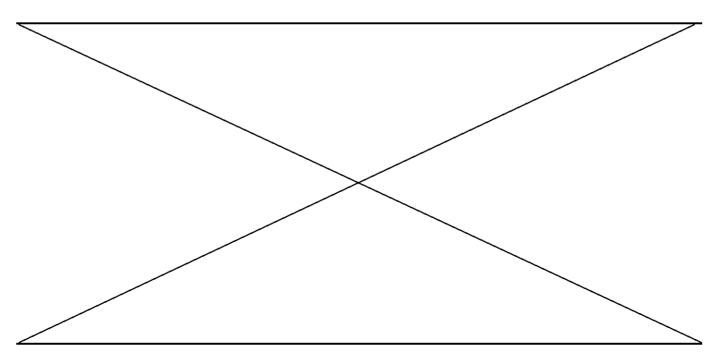


Exhibit A: Work Statement ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES (DHS)

CONTRACTOR: Smithfield United Church

Department of Human Services (DHS) Office: Office of DARE - Homeless Services

Service: Emergency Shelter Services

CONTRACTOR will provide Emergency Shelter Sevices (the Services) to individuals (Households) in need from November 15th through March 15th of the following calendar year. Emergency Shelter Services are lodging and care to Households experiencing homelessness and in immediate need because they have no permanent legal residence of their own.

CONTRACTOR's Services consist of:

A. Emergency Housing:

The CONTRACTOR will provide a safe and secure facility equipped with beds and bathing facilities having a capacity to provide meals and a place to stay the night. The Emergency Housing will meet all regulations as described on pages 24-27 in Pennsylvania Department of Human Service's (formerly Public Welfare) Homeless Assistance Program Instructions and Requirements document linked here http://www.dhs.pa.gov/cs/groups/webcontent/documents/document/c 087047.pdf.

CONTRACTOR will provide Emergency Shelter Services to at least 80 Households per night during the term of the Agreement.



EXHIBIT B, ATTACHMENT 1 Allegheny County Department of Human Services Summary Allocation Statement



AGREEMENT START DATE: 10/01/2022

AGREEMENT END DATE: 06/30/2023

CONTRACT ID: 53039

CONTRACT #:

Agency Name:

SMITHFIELD UNITED CHURCH

| DHS Office Name | Not To Exceed | Uncapped Fee |
|---------------------------|---------------|--------------|
| Homeless and Housing (HH) | \$67,150.00 | No |
| TOTAL NOT TO EXCEED* | \$67,150.00 | |

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

12/01/2022 1 of 2



EXHIBIT B, ATTACHMENT 1 Allegheny County Department of Human Services Detailed Allocation Statement



Contract Date: 10/01/2022 - 06/30/2023 **Program Office:** Homeless and Housing (HH)

Provider: 791 - SMITHFIELD UNITED CHURCH

JDE Number: 1020325 **Contract ID:** 53,039

Contract #:

Provider Name: SMITHFIELD UNITED CHURCH

Group Name:

| Service Allocation | | | | | | | | |
|--------------------|--|----------------------|-------------------------|-----------------------|---------------|------------|---------------------|--|
| Program Name | Service Name | Initial/ Adjusted | Amount Not To Exceed | Funding Source | Start Date | End Date | Service Comments | |
| Not Applicable | Housing Emergency Emergency Shelter HAP Facility | Initial | \$67,150.00 | Affordable Housing | 10/01/2022 | 06/30/2023 | | |

Total for Homeless and Housing (HH), SMITHFIELD UNITED CHURCH: \$67,150.00

12/01/2022

DocuSign Envelope ID: F4A6089F-93C9-4BEC-AE73-04239F58D658

Allegheny County Department of Human Services Approved Budgets

Provider Name: SMITHFIELD UNITED CHURCH

Contract ID: 53039

Contract Number:

Service(s): Housing||Emergency||Emergency Shelter||HAP Facility~Not Applicable

DHS Office: HH

Group Name:

Allocation Dates: 10/01/2022-06/30/2023

Allocation Type: Initial Allocation Amount Not To Exceed: \$67,150.00

Approval Date: \$67,150.00 12/08/2022

| Object of Expense | Category | Budget Amount |
|-------------------|-------------------|----------------------|
| Client Expenses | Client Expenses | \$0.00 |
| Personnel | Personnel | \$0.00 |
| Operating Expense | Operating Expense | \$67,150.00 |
| Fixed Assets | Fixed Assets | \$0.00 |

Run Date :12/08/2022

EXHIBIT C

INSURANCE REQUIREMENTS

For the term of this **AGREEMENT**, the **CONTRACTOR** 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. Commercial General Liability and Commercial Automobile insurances set forth below shall be endorsed to include the COUNTY, its elected officials, officers, appointees and employees as additional insureds. This Statement in Red, Must appear on the insurance certificate word-for-word.
- B. All certificates of insurance shall provide that the insurance company 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.

2. Types of Coverage

A. Commercial General Liability

- 1. Commercial General Liability Insurance which will protect the **CONTRACTOR** 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 **CONTRACTOR** or by any subcontractor of the **CONTRACTOR** or by anyone directly or indirectly employed by either the **CONTRACTOR** 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 **CONTRACTOR** shall maintain general liability limits of no less than \$1,000,000 per occurrence.

B. Commercial Automobile Liability Insurance

- 1. The **CONTRACTOR** shall maintain Commercial 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. <u>Professional Liability Insurance</u>

The **CONTRACTOR** shall carry Professional Liability insurance policy with limits of no less than \$1,000,000.

D. Workers' Compensation

The **CONTRACTOR** 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 limits:

\$100,000 each accident

\$500,000 disease policy limit

\$100,000 disease each employee.

E. Employee Dishonesty/Theft

The **CONTRACTOR** shall ensure that employees who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by Employee Dishonest / Theft Insurance.

The coverage required and to be maintained for Employee Dishonest / Theft insurance shall be minimally:

An amount equal to, but not less than 10% of contract total contained in Exhibit B (Payment Provision) of this **AGREEMENT** when program funded/cost reconciled;

An amount equal to, but not less than \$50,000 when the **AGREEMENT** is fee-based/per diem funded;

An amount equal to, but not less than 10% of the program funded amount plus \$50,000 for fee-based services when the contract contains both fee-based/per diem and program funded services.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2022

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 have ADDITIONAL INSURED provisions or 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 | | CONTACT | |
| | | NAME: | |
| Marsh & McLennan Agency LLC | | PHONE | FAX |
| One South Jefferson Street | | (A/C, No, Ext): | (A/C, No): |
| | | E-MAIL | |
| Roanoke VA 24011 | | ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC# |
| | | | |
| | | INSURER A: Lexington Insurance Company | 19437 |
| INSURED | DONALHAMM | INSURER B: Lexington Insurance Company | 19437 |
| CC01290 Smithfield United Church | ch . | | |
| 620 Smithfield Street | 211 | INSURER c : National Fire & Marine Insurance Co | 20079 |
| | | MAUDED D | |
| Pittsburgh, PA 15222 | | INSURER D : | |
| | | INSURER E : | |
| | | | |
| | | INSURER F: | |
| COVERAGES | CERTIFICATE NUMBER: 2034313171 | REVISION NUM | MBER: |

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.

| | l. | | | | | | | |
|--------|---|---|--|---|---|--|--|--|
| | | INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s |
| X | COMMERCIAL GENERAL LIABILITY | Υ | | 011971558 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE | \$ 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | 048409888 | 1/1/2022 | 1/1/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| GEN | | | | | | | GENERAL AGGREGATE | \$5,000,000 |
| Х | POLICY PRO- LOC | | | | | | PRODUCTS - COMP/OP AGG | \$5,000,000 |
| | OTHER: | | | | | | | \$ |
| AUT | TOMOBILE LIABILITY | N | | 011971558 | 1/1/2022 | 1/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| | ANY AUTO | | | 048409888 | 1/1/2022 | 1/1/2023 | BODILY INJURY (Per person) | \$ |
| | AUTOS ONLY AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| Х | HIRED X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| Х | UMBRELLA LIAB OCCUR | | | 42XSF30654204 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE | \$5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$5,000,000 |
| | DED RETENTION\$ | | | | | | | \$ |
| | CMDL OVEDELLIADILITY | | | | | | PER OTH- STATUTE ER | |
| ANY | PROPRIETOR/PARTNER/EXECUTIVE | N/A | | | | | E.L. EACH ACCIDENT | \$ |
| (Man | ndatory in NH) | "," | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| If yes | s, describe under CRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| Hire | d Car Physical Damage | | | 011971558 048409888 | 1/1/2022 1/1/2022 | 1/1/2023 1/1/2023 | Limit: \$100,000 Comp Ded: \$1,000 Coll Ded: \$1,000 | |
| | AU' X X WOI ANE ANY OFF (Mail If yee DES | CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTINER/EXECUTIVE | CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X UMBRELLA LIAB DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRODUCT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X UMBRELLA LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTINER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY | CLAIMS-MADE X OCCUR O48409888 1/1/2022 | CLAIMS-MADE X OCCUR | CLAIMS-MADE X OCCUR CLAIMS-MADE X OCCUR CLAIMS-MADE X OCCUR CREATE LIMIT APPLIES PER: X POLICY PROJECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO ANY AUTO AUTOS ONLY X HIRED AUTOS ONLY X UMBRELLA LIAB CCUR EXCESS LIAB CLAIMS-MADE CLAIMS-MADE CCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPRIAD AUTOS ONLY X UMBRELLA LIAB CCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPRIAD AUTOS ONLY AUTOS ONLY X INDICATE AUTOS ONLY AUTOS ONL |

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

Please contact your Insurance Board Agent, Don Hamm at 412- 278-3830 for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.
General Liability Policies 011971558 and 048409888 Effective 01/01/2022 to 01/01/2023 referenced above include:

Religious Institution Pastoral and Counseling Professional Liability Coverage: \$2,000,000 Each Wrongful

Act Limit and \$5,000,000 aggregate limit

Sexual Misconduct Liability Coverage: \$2,000,000 Each Victim Limit and \$5,000,000 aggregate limit Nurses Professional Liability: \$2,000,000 Each Medical Incident Limit and \$5,000,000 aggregate limit

Cemetery Professional Liability: \$2,000,000 Each Act, Error or Omission Limit and \$5,000,000 aggregate limit

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| CANCELLATION |
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| 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 Al evide Peny |
| |

AGENCY CUSTOMER ID: DONALHAMM

LOC #:

| ACORD " | |
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| AGENCY Marsh & McLennan Agency LLC | | NAMED INSURED CC01290 Smithfield United Church 620 Smithfield Street |
|------------------------------------|-----------|--|
| POLICY NUMBER | | Pittsburgh, PA 15222 |
| CARRIER | NAIC CODE | |
| | | EFFECTIVE DATE: |
| ADDITIONAL DEMARKS | | |

| | | | | | EFFECTIVE DATE: | | | |
|---|---|-------------|---------------|--------------|-----------------|---|--------------------|-----------------------------|
| ADDITIONAL REMA | ARKS | | | | | | | |
| THIS ADDITIONAL F | REMARKS | FORM IS A S | CHEDULE TO A | CORD FORM, | | | | |
| FORM NUMBER: _ | 25 | FORM TITLE | : CERTIFICATE | OF LIABILITY | INSURANCE | | | |
| Allegheny County, its respect to work perfor Crime Policy 8454336 | elected off med by the 1, effective | | | | | onal insureds under d/or contract. 00 per occurrence. | the General Liabil | ity and Auto Liability with |
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ACORD 101 (2008/01)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2022

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Hylant - Cleveland PHONE (A/C, No, Ext): 216-447-1050 E-MAII. ADDRESS: Cleveland-office@hylant.com FAX (A/C, No): 216-447-4088 6000 Freedom Sq Dr, Ste 400 Independence OH 44131 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Cincinnati Casualty Company License#: 23894 28665 INSURED SMITUNI-01 INSURER B : Smithfield United Church INSURER C : IB-ID 292-CC01290 620 Smithfield St INSURER D : Pittsburgh PA 15222 INSURER E : INSURER F : **COVERAGES CERTIFICATE NUMBER: 709150693 REVISION NUMBER:** 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. ADDLISUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER INSD WVD LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE CLAIMS-MADE loccur PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ POLICY Loc PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$ ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE AUTOS ONLY AUTOS ONLY (Per accident) \$ UMBRELLA LIAB EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION EWC0599679 1/1/2022 1/1/2023 PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000 N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** 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. Allegheny County 436 Grant Street AUTHORIZED REPRESENTATIVE Pittsburgh PA 15219

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Nicholas & Hylant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2022

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Hylant - Cleveland PHONE (A/C, No. Ext): 216-447-1050 E-MAIL FAX (A/C, No): 216-447-4088 6000 Freedom Sq Dr, Ste 400 Independence OH 44131 ADDRESS: Cleveland-office@hylant.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Cincinnati Casualty Company 28665 License#: 23894 INSURED SMITUNI-0 INSURER B: Smithfield United Church INSURER C : IB-ID 292-CC01290 620 Smithfield St INSURER D Pittsburgh PA 15222 INSURER E : INSURER F : COVERAGES **CERTIFICATE NUMBER: 1731250016** REVISION NUMBER: 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE OCCUR s PREMISES (Ea occurrence) MED EXP (Any one person) s PERSONAL & ADV INJURY S GEN'L AGGREGATE LIMIT APPLIES PER s GENERAL AGGREGATE POLICY PRODUCTS - COMP/OP AGG S OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) s PROPERTY DAMAGE (Per accident) 5 ŝ UMBRELLA LIAB OCCUR **EACH OCCURRENCE** S EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION EWC0599679 1/1/2023 1/1/2024 PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ 1,000,000 N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER 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. Allegheny County 436 Grant Street AUTHORIZED REPRESENTATIVE Pittsburgh PA 15219

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EXHIBIT D: SPECIAL PROVISIONS

CONTRACTOR 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 CONTRACTOR 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:

https://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx

| Χ | Incorporated Standard County Terms and Conditions |
|---|---|
| X | Incorporated Standard Federal/State Terms and Conditions |
| X | DHS General Specifications Manual |
| Χ | DHS Payment Provisions Manual |
| Χ | Minority/Women/Disadvantaged Business Enterprise Manual |
| | Office of the Area Agency on Aging, Contract Specifications |
| | Office of Behavioral Health, Drug and Alcohol Services Manuals |
| | Office of Behavioral Health, Mental Health Services Manual |
| | Offices of Behavioral Health, Early Intervention Services Manual |
| | Offices of Behavioral Health, Medical assistance Transportation Program |
| | Office of Children, Youth and Families, Contract Specifications Manual |
| | Office of Community Services, Family and Community Supports |
| | Community Services Block Grant (CSBG) |
| Χ | Homeless Services |
| | Office of Developmental Supports Contract Specifications |

By signing the aforementioned AGREEMENT, I certify that as an authorized representative of the CONTRACTOR, 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 CONTRACTOR and Allegheny County Department of Human Services.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The CONTRACTOR 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; 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.

By having an authorized representative of the CONTRACTOR execute this AGREEMENT on behalf of the CONTRACTOR, the CONTRACTOR 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.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

In accordance with 45 CFR Part 76, the CONTRACTOR, by having an authorized representative of the CONTRACTOR execute this AGREEMENT on behalf of the CONTRACTOR, 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. the CONTRACTOR'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 CONTRACTOR'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 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.

CONTRACTOR RESPONSIBILITY PROVISIONS

By having an authorized representative of the CONTRACTOR execute this AGREEMENT on behalf of the CONTRACTOR, the CONTRACTOR certifies as follows:

- 1. The CONTRACTOR 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 along with the bid/proposal (agreement) a written explanation of why such certification cannot be made.
- 2. The CONTRACTOR shall notify County in writing within 30 days if they become suspended and/or debarred.
- 3. If the CONTRACTOR 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 CONTRACTOR to terminate such subcontracts or employment.
- 4. The CONTRACTOR agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the Inspector General for investigation of the CONTRACTOR's compliance with terms of this or any other agreement between CONTRACTOR and the Commonwealth/County which result in the suspension or debarment of the CONTRACTOR. 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 CONTRACTOR shall not be responsible for investigative costs for investigations which do not result in the CONTRACTOR's suspension or debarment.
- 5. 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: 717-783-6472

Fax 717-787-9138

TAX CERTIFICATION

Pursuant to the terms of the AGREEMENT between the CONTRACTOR and ALLEGHENY COUNTY, on behalf of the COUNTY's DEPARTMENT OF HUMAN SERVICES, an authorized representative of the CONTRACTOR, by executing this AGREEMENT on behalf of the CONTRACTOR, does hereby certify that the CONTRACTOR has complied and will continue to comply 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.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

By having an authorized representative of the CONTRACTOR execute this AGREEMENT on behalf of the CONTRACTOR, the CONTRACTOR 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 CONTRACTOR 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, and 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.

ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES CERTIFICATION REGARDING HIPAA COMPLIANCE

By having an authorized representative of the CONTRACTOR execute this AGREEMENT on behalf of the CONTRACTOR, the CONTRACTOR certifies that it 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 the CONTRACTOR 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 the CONTRACTOR.
- 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."

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 advice 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.

By having an authorized representative of the CONTRACTOR execute this AGREEMENT on behalf of the CONTRACTOR, the CONTRACTOR certifies that it will with all requirements stated herein.

CERTIFICATIONS

| Name of CC | Smithtleid United Church of Christ | | | | | | | |
|------------|------------------------------------|--------|--------|--------|---------------------------------|--------|--|--|
| I/We are a | PA | | (check | Profit | Non/Profit corporation | | | |
| | Insert State | above | one) | Govern | ment Entity/Other specify below | \neg | | |
| DUNS Num | ber 123 | 084378 | | | | | | |
| HIPAA | | | | | | | | |

Н

Regarding the Health Insurance Portability and Accountability Act (HIPAA) of 1996 I/we certify:

| | I/We are a Covered Entity |
|------------|-------------------------------|
| Check One: | I/We are a Business Associate |
| | HIPAA Does Not Apply |

OFFICERS:

You/your organization **must** provide the following two contacts:

| | NAME | PHONE NUMBER |
|------------------|-------------|--------------|
| Privacy Officer | Rena Thomas | 412-281-1811 |
| Security Officer | Rena Thomas | 412-281-1811 |

BOARD OF DIRECTORS AND SUBCONTRACTORS LIST

You/your organization **must** submit a Board and Subcontractors Forms. Please:

- Complete the attached Board list or check Not Applicable, return via email to your assigned DHS Contract Supervisor.
- Complete the attached Subcontractors list or Check Not Application return via email to your assigned DHS Contract Supervisor.

FAMILY MEMBERS DISCLOSURE CERTIFICATION FORM

Complete the attached Family Members Disclosure Certification Form.

| CONTRACTOR: | Smithfield United Church of Christ | |
|-------------|------------------------------------|---|
| CONTINACTOR | | ī |

BOARD OF DIRECTOR

| List Below* | See Attached* | Not Applicable |
|-------------------------------|---------------|----------------|
|-------------------------------|---------------|----------------|

^{*}Identify all board members by name, affiliation, term, and note which member(s) is/are officers (i.e., Chairperson, Vice Chairperson, etc.). **DO NOT INCLUDE** addresses, phone numbers or email addresses.

| NAME | AFFILIATION** | TERM | BOARD POSITION (if applicable) |
|--------------------|------------------------|---------------------|-----------------------------------|
| Jon Colburn | Member of Congregation | 1/1/2022-12/31/2022 | President, Church Council |
| Zarina Z. Rowland | Member of Congregation | 1/1/2022-12/31/2022 | Secretary, Church Council |
| Jeff Gibbons | Member of Congregation | 1/1/2022=12/31/2022 | Treasury, Church Council |
| Mitzi Pynos | Member of Congregation | 1/1/2022-12/31/2022 | Member, Church Council |
| Rachel Cole-Turner | Member of Congregation | 1/1/2022-12/31/2022 | Member, Church Council |
| Arthur Chileshe | Member of Congregation | 1/1/2022-12/31/2022 | Member, Church Council |
| Dawn Lorincy | Member of Congregation | 1/1/2022-12/31/2022 | Member, Church Council |
| Jack Wepler | Member of Congregation | 1/1/2022-12/31/2022 | Member, Church Council |
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^{**}AFFILLIATION: Organization they work for or group they represent.

CONTRACTOR: Smithfield United Church of Christ

LISTING OF SUBCONTRACTORS

It is required that CONTRACTOR submit to COUNTY a listing of all subcontractors related to services provided through this agreement for performance of services exceeding \$10,000. The information required may be expanded at the written request of the Director (or Director's designee) of the Department of Human Services.

| List Below | See Attached | Not Applicable |
|------------|--------------|-----------------|
| LIST DCIOW | JCC Attached | 140t Applicable |

| TNIDTY/TDLIAL OD | | | EVDECTED |
|------------------|---------|----------------|----------|
| INDIVIDUAL OR | | | EXPECTED |
| ORGANIZATION | | | TOTAL |
| NAME | ADDRESS | SERVICES/GOODS | EXPENSE |
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ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES (DHS) FAMILY MEMBERS DISCLOSURE CERTIFICATION FORM

Is any member of CONTRACTOR's Board or any senior management or administrative employee affiliated with or employed by Allegheny County or any of its Boards, Authorities or Agencies?

| Yes, List Below | No No |
|-----------------|-------|

For purposes of the statement below,

- 1. Family Member is defined as: Parent, step-parent, spouse, spouse's parent, spouse's step-parent, child, step-child, brother, step-brother, brother-in-law, sister, stepsister, sister-in-law, cousin, aunt, uncle, grandchild, and grandparent.
- 2. Agencies is defined as any subcontracted organization of DHS.

Is any Board member's or senior management or administrative employee's family member an employee of or affiliated with Allegheny County or any of its Boards, Authorities or Agencies?

| \bigcirc | Yes, | List | Below | (| No |
|------------|-------|------|--------|----------|----|
| | . 00, | | 20.011 | | |

| | | Role/Relationship to | Role/Relationship |
|-----------|------------|---------------------------|---------------------|
| LAST NAME | FIRST NAME | CONTRACTOR's Organization | to Allegheny County |
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Entities

Disaster Response Registry

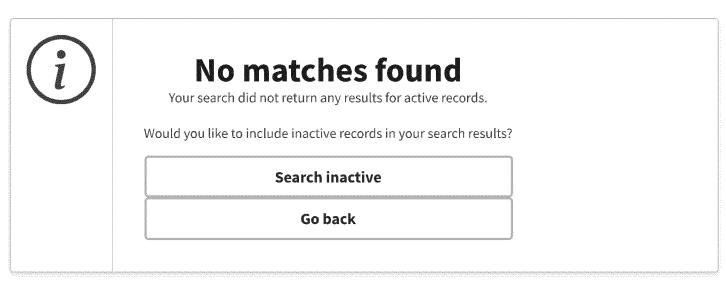
Responsibility / Qualification

Exclusions

Filter By
Keyword Search

For more information on how to use our keyword search, visit our help guide

| O Any Words (i) | |
|------------------------------|---------|
| All Words ^① | |
| Exact Phrase (i) | |
| e.g. 123456789, Smith Corp | |
| "Smithfield United Church" × | |
| Entity | ~ |
| Location | ~ |
| Status | ^ |
| ✓ Active | |
| ☐ Inactive | |
| | Reset 🖒 |





Certificate Of Completion

Envelope Id: C3BEF535BC0440EBAEE5EDFF963C4863

Subject: DHS SMITHFIELD UNITED CHURCH 7205-22-2 FY 22-23 C

Source Envelope:

Document Pages: 30 Signatures: 5 Envelope Originator: Certificate Pages: 6 Initials: 0 Amanda Walton

AutoNav: Enabled

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Amanda.Walton@AlleghenyCounty.US

IP Address: 199.224.24.10

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Status: Original Holder: Amanda Walton Location: DocuSign

Amanda.Walton@AlleghenyCounty.US 12/22/2022 9:53:11 AM

Signer Events Signature

Alyssa Cowan Alyssa.Cowan@AlleghenyCounty.US

Assistant County Solicitor

Carahsoft obo County of Allegheny* Signing Group: Law Assist Solicitors

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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George Janocsko george.janocsko@alleghenycounty.us

Allegheny County

Signing Group: Law Solicitor

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication

(None)

Rena Thomas Rena Thomas rthomas.smithfield@verizon.net

Electronic Record and Signature Disclosure:

Accepted: 12/22/2022 4:57:32 PM ID: 2e868150-3099-4835-830b-655926a4e8b5

Erin Dalton

erin.dalton@alleghenycounty.us

Director, DHS Allegheny County

Signing Group: DHS Director

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Alyssa (owan C4D9028077914FA

Signature Adoption: Pre-selected Style Using IP Address: 174.203.96.207

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George Janocsko 48152FEA22D2411..

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542 Forbes Ave

Room 621

Sent: 12/22/2022 9:56:19 AM Viewed: 12/22/2022 11:34:10 AM Signed: 12/22/2022 11:35:54 AM

Sent: 12/22/2022 11:35:58 AM Viewed: 12/22/2022 12:25:57 PM Signed: 12/22/2022 12:26:05 PM

Sent: 12/22/2022 12:26:09 PM Viewed: 12/22/2022 4:57:32 PM Signed: 12/22/2022 4:58:22 PM

Sent: 12/22/2022 4:58:25 PM Viewed: 12/22/2022 7:33:16 PM Signed: 12/22/2022 7:33:28 PM

| Signer Events | Signature | Timestamp |
|---|--|-------------------------------|
| Amanda Walton | Completed | Sent: 12/22/2022 7:33:31 PM |
| amanda.walton@alleghenycounty.us | • | Viewed: 12/27/2022 7:57:15 AM |
| Security Level: Email, Account Authentication (None) | Using IP Address: 199.224.24.13 | Signed: 12/27/2022 7:58:03 AM |
| (None) | oong a communication of the co | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Jamie Mydlowski | Completed | Sent: 12/27/2022 7:58:07 AM |
| Jamie.Mydlowski@AlleghenyCounty.US | | Resent: 1/3/2023 9:22:27 AM |
| Carahsoft obo County of Allegheny* | Hair v ID Address 400 004 04 40 | Viewed: 1/3/2023 12:48:08 PM |
| Signing Group: Law Admin Review | Using IP Address: 199.224.24.13 | Signed: 1/3/2023 12:48:12 PM |
| Security Level: Email, Account Authentication | | |
| (None) Electronic Record and Signature Disclosure: | | |
| Not Offered via DocuSign | | |
| Theresa White | Completed | Sent: 1/3/2023 12:48:17 PM |
| theresa.white@alleghenycounty.us | Completed | Viewed: 1/3/2023 2:05:45 PM |
| Contract Administrator | | Signed: 1/3/2023 2:05:49 PM |
| Allegheny County | Using IP Address: 199.224.24.10 | |
| Signing Group: County Manager Admin Review | | |
| Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| William McKain | DocuSigned by: | Sent: 1/3/2023 2:05:52 PM |
| william.mckain@alleghenycounty.us | Willen SMKom | Viewed: 1/4/2023 12:43:21 PM |
| County Manager | 07CED7125D6E474 | Signed: 1/4/2023 12:43:26 PM |
| Allegheny County | Signatura Adoption: Drawn on Davice | |
| Signing Group: County Manager | Signature Adoption: Drawn on Device Using IP Address: 199.224.24.10 | |
| Security Level: Email, Account Authentication (None) | Using IF Address. 199.224.24.10 | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Kathleen Scrabis | | Sent: 1/4/2023 12:43:30 PM |
| Kathleen.Scrabis@AlleghenyCounty.US | | Viewed: 1/4/2023 2:05:54 PM |
| Clerk Typist 3 | | |
| Allegheny County | | |
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| Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| In Person Signer Events | Signature | Timestamp |

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |

Carbon Copy Events Status **Timestamp**

Diana Krucik

Diana.Krucik@AlleghenyCounty.US

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:Not Offered via DocuSign

| Witness Events | Signature | Timestamp | | | |
|--|--------------------------------------|--|--|--|--|
| Notary Events | Signature | Timestamp | | | |
| Envelope Summary Events | Status | Timestamps | | | |
| Envelope Sent Certified Delivered | Hashed/Encrypted Security Checked | 12/22/2022 9:56:20 AM 1/4/2023 2:05:54 PM | | | |
| Payment Events | Status | Timestamps | | | |
| Electronic Record and Signature Disclosure | | | | | |

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ii. send us an email to EarlEd.Rice@AlleghenyCounty.US and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Subject: DHS SMITHFIELD UNITED CHURCH 7205-22-2 FY 22-23 C

Source Envelope:

Document Pages: 36 Signatures: 0 Envelope Originator: Supplemental Document Pages: 2 Initials: 0 Kathleen Scrabis

Certificate Pages: 2 AutoNav: Enabled

AutoNav: Enabled 542 Forbes Ave Envelopeld Stamping: Enabled Room 621

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Kathleen.Scrabis@AlleghenyCounty.US

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| _ |
|---|
| Kimberly Ragano |
| kimberly.ragano@alleghenycounty.us |
| Carahsoft obo County of Allegheny* |
| Signing Group: Controller Signing Group |
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| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |

| Carbon Copy Events | Status | Timestamp |
|-------------------------|------------------|---------------------|
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Certified Delivered | Security Checked | 1/5/2023 1:35:57 PM |
| Signing Complete | Security Checked | 1/5/2023 1:36:47 PM |
| Completed | Security Checked | 1/5/2023 1:36:47 PM |
| Payment Events | Status | Timestamps |