SPECIFICATIONS FOR

TRANSPORTATION SERVICES FOR
JUVENILE DETENTION/SHELTER

COUNTY OF DAUPHIN
HARRISBURG, PENNSYLVANIA

DAUPHIN COUNTY COMMISSIONERS
JEFF HASTE
MIKE PRIES
GEORGE P. HARTWICK III

CHIEF CLERK/CHIEF OF STAFF
CHAD SAYLOR

CONTROLLER
TIMOTHY L. DEFOOR

DIRECTOR OF PURCHASING
RANDY BARATUCCI

OPENING DATE: AUGUST 17, 2020

BIDDER:
NAME:
ADDRESS:
PHONE NUMBER:

www.dauphincounty.org
LEGAL ADVERTISEMENT

SEALED BIDS and PROPOSALS will be received by the County Controller for Dauphin County in Room 106, Court House, Harrisburg, Pennsylvania until AUGUST 17, 2020 and opened on that date for: TRANSPORTATION SERVICES FOR JUVENILE DETENTION/SHELTER

Detailed specifications may be obtained in the Purchasing Office, at the Dauphin County Administration Building, 2 S. 2nd Street, Harrisburg, Pennsylvania, (717) 780-6337.

Each bid must be enclosed in a sealed envelope, clearly marked on the outside “BID FOR TRANSPORTATION SERVICES FOR JUVENILE DETENTION/SHELTER” and delivered to the office of the Controller, in the Court House, prior to 2:00 P.M. on the day set forth above and must contain the required certified check or bid bond in the amount of 10% (ten percent) of the contract.

The right is reserved to accept or reject any or all bids or parts thereof, and to award the contract as is determined to serve the County’s best interest.

All contractors must ensure the employees, candidates for employment and applicants for employment are not discriminated against because of their race, color, creed, religion, sex, age or national origin.

BY ORDER OF THE DAUPHIN COUNTY BOARD OF COMMISSIONERS

Jeff Haste, Chairman
Mike Pries
George P. Hartwick III

Randy Baratucci, Director of Purchasing

Dates to be published: July 31 & August 7, 2020

(PLEASE PROVIDE PROOF OF PUBLICATION WITH INVOICE)
GENERAL INSTRUCTIONS TO ALL BIDDERS DEALING WITH DAUPHIN COUNTY

1. All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

2. The specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness, before the opening of bids. Should any written inquiries be received by the Commissioners, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall then be considered as a part of these specifications.

3. A Proposal Form-Signature Page is provided in these specifications. In submitting proposals, all pages must be completely filled out in ink or typewritten and the whole signed by the bidder.

4. Each bid must be enclosed in a sealed envelope and clearly marked on the outside of the envelope, “BID ON …” and delivered to the Office of the County Controller, Room 106, Court House, Harrisburg, Pennsylvania.

5. No proposals may be withdrawn later than 2:00 P.M. on the day of an opening of bids. The proposals will be opened and read publicly.

6. The Commissioners of Dauphin County reserve the right to reject any or all bids or parts thereof, as deemed to be in the best interest of the County.

7. The specifications are intended to cover furnishings of all materials and performance of all work that may be required for complete performance of the contract, and the bidder will be required to do all things that may be necessary to fully complete the work within the context of these specifications. Where plans accompany certain sections of the specifications, they shall be considered part of the specifications.

8. Should a bidder discover contradictions in the specifications, the matter shall be at once brought to the attention of the Commissioners of Dauphin County and the discrepancies corrected by written agreement before proceeding.

9. Equipment to be furnished shall be new, first class, and shall meet with the approval of the Commissioners, or their designated representatives, unless otherwise stated.

10. All equipment shall conform to the requirements of the specifications, and any equipment condemned by the Commissioners as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

11. The commissioners of Dauphin County shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by the specifications. These additions or deductions shall be in writing.

12. The contractor shall not transfer or sublet any portion of work covered by these specifications without written consent of the Commissioners.

13. Deliveries shall be arranged between the successful bidder and the Dauphin County Purchasing Department.

14. Bid figures shall include all charges, including delivery at the destinations called for in the specifications. NOTE: Dauphin County is tax exempt.

15. In cases where either an “EQUAL TO” or an “ALTERNATE” is proposed, bidder shall, when practical, include a sample with bid proposal. The final decision of whether a product is “EQUAL TO” or whether an “ALTERNATE” is acceptable will be made at the discretion of the Dauphin County Commissioners.
16. Each bidder must provide with its bid, before the time set for the opening of bids, cash, or a certified good faith check drawn upon a bank authorized to do business in this Commonwealth, in an amount required by the Commissioners but not less than 10% of the amount bid, or a bond with corporate surety in such a manner as the Commissioners shall determine, but not less than 10% of the amount bid. The forms of the bonds attached to these General Instructions as Exhibit A or B are preferred and are acceptable to the Commissioners. Exhibit A is the form to be used when a performance bond is required and Exhibit B is the form to be used when a performance bond is not required. If a bid bond is utilized, it shall be mandatory that the bid bond, specifically identify the bid, and the date of the bid (which shall be on or before the date of the bid bond), which it accompanies; additionally, it shall be mandatory that the power of attorney accompanying a bid bond evidencing the authority of the person signing on behalf of the surety company to sign the bid bond shall be dated the same date as the bid bond; further, it shall be mandatory that the bid bond itself be dated, as well as signed by the principal bidder and the surety company through its authorized representative. Failure to comply with any of the aforesaid provisions shall result in the disqualification of the bid, which bid shall not thereafter be considered.

17. A check or bid bond of the unsuccessful bidders will be returned as soon as the award is made; the check or bid bond of the successful bidder will be returned when all of the terms of the contract are completed, in a situation when a performance bond is not required, and with the posting of a proper performance bond, when that is required. In cases when a check has been issued and a partial award is made, 10% of the successful amount only will be retained and the remaining portion returned to bidder. Unless a check or bid bond is furnished, as stated, the bid will not be considered.

18. The successful bidder may be required to furnish surety bond in the amount of 100% of the contract price. The conditions shall be for the full and complete execution and performance of each and all terms contained in the contract, proposal specifications and instructions to bidders. When a surety bond is required it will be stated within the Bid Specifications.

19. Surety bond is mandatory with contracts involving the furnishing of labor and materials. Surety may be required by the Commissioners with any contract, if deemed necessary and in the best interest of the County. In cases where a surety bond is required, the 10% check or bid bond will be returned as soon as the contract is signed and the surety bond is furnished.

20. In the case of the successful bidder failing or refusing to execute a formal contract and to give surety when required, within (20) twenty days after notice of acceptance of bid, his certified check or bid bond will be declared forefeited as liquidated damages. The letter of acceptance of his proposal will be revoked and all obligations of the Commissioners in connection with the transaction will be cancelled.

21. The successful bidder may be required to execute a written contract with the Commissioners within a time specified by the Commissioners. The form of the written contract (and the terms thereof) must be acceptable to the Dauphin County Solicitor’s Office.

22. The bidder agrees to indemnify and save harmless the Commissioners and their representatives from all suits or actions of every nature and description brought against them for loss or damages to real or tangible personal property and/or bodily injury negligently or wilfully caused by the bidder or on account of the use of patented or copyrighted appliances, products or processes with legal protections.

23. Payment shall be made to the successful bidder within (30) thirty days of receipt of invoice after inspection and acceptance of material and/or work by an authorized representative of the Commissioners, and approval of the invoice by the Controller. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within (30) thirty days under the conditions described above.

24. Bidders, in all solicitations or advertisements, will not discriminate against any employee, candidate for employment or applicant for employment because of race, color, creed, sex, age or national origin.

25. In the event a bidder is in noncompliance with the nondiscrimination clauses, the contract may be cancelled, terminated or suspended in whole or in part.

26. The vendor shall abide by all applicable federal or state statutes, ordinances, laws and regulations, including, but not limited to, the Americans with Disabilities Act.
SPECIFICATIONS

The County of Dauphin is seeking Bids for transportation of juveniles who require detention, shelter or other out-of-home placement or treatment within the Juvenile Justice and Children and Youth Systems of Dauphin County. The intent is to enter into a one (1) year contract (a sample contract is attached) with the option to renew for two (2) additional one (1) year terms. It is the desire of Dauphin County to retain a transportation company that is familiar with the transportation network of Dauphin County. Currently, transportation from the point of arrest to the Dauphin County Judicial Center in Swatara Township is provided by the local policing authority (or C&Y Caseworker in dependent shelter cases) and transportation to and from the Schaeffer Youth Center to the Dauphin County Courthouse is being provided by the Dauphin County Sheriff’s Department.

In addition to those transports, Dauphin County has a need for youth transportation services 24 hours a day, 7 days per week from various pick up sites both inside and outside Dauphin County. Transportation is also needed on a more routine or scheduled basis for detention hearings, status conferences and other scheduled appointments. Finally, the County has made the decision to make available visitation transportation to and from the identified Detention/Shelter Facilities for the immediate family members/guardians. Therefore, the County seeks bids for four basic types of transports. The 4 types are:

**Type A** – transportation for Juveniles that require detention/shelter services located outside of Dauphin County under 75 miles. As a general rule, the pickup location will be the Dauphin County Judicial Center in Swatara Township. However, in emergency situations, there may be a need to pick up the Juvenile at an alternate location throughout the County or State. (see “Attachment A” for a listing of primary and potential pick up sites; see “Attachment B” for a listing of the current Detention/Shelter Facilities). This service must be available 24 hours a day, 7 days a week. The successful bidder must dispatch to the pick-up site within 90 minutes of receipt of request to transport. Also, in the event the Juvenile is in need of medical attention, the local Police Department will transport the Juvenile to the proper medical facility for stabilization and the transportation company will then be required to transport the Juvenile from the medical facility to the Detention/Shelter facility after medical clearance has been obtained. The Primary and Alternate pickup location list (Attachment A) is not all inclusive and there may be rare exceptions where pickup is not listed in Attachment A.

**Type A-1**: transportation for Juveniles that require detention/shelter services located outside of Dauphin County 75 miles or greater. As a general rule, the pickup location will be the Dauphin County Judicial Center in Swatara Township. However, in emergency situations, there may be a need to pick up the Juvenile at an alternate location throughout the County or State. (see “Attachment A” for a listing of primary and potential pick up sites; see “Attachment B” for a listing of the current Detention/Shelter Facilities). This service must be available 24 hours a day, 7 days a week. The Transportation Company must dispatch to the pick-up site within 90 minutes of receipt of request to transport. Also, in the event the Juvenile is in need of medical attention, the local Police Department will transport the Juvenile to the proper medical facility for stabilization and the transportation company will then be required to transport the Juvenile from the medical facility to the Detention/Shelter facility after medical clearance has been obtained. The Primary and Alternate pickup location list (Attachment A) is not all inclusive and there may be rare exceptions where pickup is not listed in Attachment A.
Type B – transportation from the identified Detention/Shelter Facilities (Attachment B) to scheduled detention hearings at the Schaffner Youth Detention Center, 911 Gibson Boulevard, Steelton, PA 17113 with no return transportation needed (one-way). These trips will be scheduled routinely Monday, Wednesday & Friday (3 days per week) between 12 p.m. and 4 p.m.

Type B-1 – transportation to and from the identified Detention/Shelter Facilities (Attachment B) to scheduled detention hearings at the Schaffner Youth Detention Center, 911 Gibson Boulevard, Steelton, PA 17113 (roundtrip). These trips will be scheduled routinely Monday, Wednesday & Friday (3 days per week) between 12 p.m. and 4 p.m.

Type C – transportation to and from the two identified Detention/Shelter Facilities for families on an as needed basis. Trips must be made available seven (7) days per week or in accordance with the visitation policies of the two Detention/Shelter Facilities; however, there is no County guarantee that the services will be needed daily. Appointments will be scheduled at least 24 hours in advance. The County will reserve the right to charge the family a minimal fee to offset expenses.

Type D – transportation specific to the needs of Children & Youth Services. This typically involves transportation of a youth to and from a residential placement facility or shelter. Type D transportation may also include transportation from a psychiatric facility to a residential placement facility or shelter after the youth has been psychiatrically treated and medically cleared.

The County reserves the right to add additional detention/shelter facilities as necessary which may require any or all of the 6 types of transportation listed above.

Dauphin County will consider, in addition to the price per trip, paying the transportation company a Transportation Management Fee on a sliding scale inversely relative to the total trip prices paid.

Dauphin County will consider, in addition to per trip fees and Transportation Management fees, paying the Transportation Provider an hourly amount for any delays of more than 30 minutes that occur during any given transport through no fault of the Transportation Provider.

General Standards applicable to all transportation services:

1. The Transportation Company must be a registered carrier with the Public Utilities Commission (PUC). The Commission requires a carrier to be technically and financially fit to provide the service. The technical component deals with the ability to provide transportation services. The carrier must demonstrate evidence that it has the equipment (caged vehicles with child locks, maintenance and repair equipment, communications, computers, etc.) and the personnel (2 drivers for all transports, dispatcher, manager, etc.) required to perform the functions required by the license holder. The carrier must be able to effectively handle gender specific transports. The financial component demonstrates that the carrier has the financial means necessary to operate. The Commission also expects that the carrier will have policies and procedures in place that are appropriate to the type of service that is provided. For instance, carriers must require that their drivers be licensed to operate the assigned motor vehicle; background checks will be conducted on all individuals that deal directly with youths; and all employees are properly trained, etc. Please refer to PA Code, Title 52, Subpart B or the Pennsylvania Public Utilities Commission for further details.
2. The Transportation Company shall be in complete compliance throughout the term of the Agreement with all applicable regulations pertaining to the transportation of minors, including, but not limited to, the requirements of 55 Pa. Code 3800.171. (See “Attachment C” for relevant provisions of 55 Pa. Code § 3800.171)

3. The Transportation Company shall insure that all drivers and other employees coming in contact with minors are in compliance with all applicable sections of the Pennsylvania Child Protective Services Law (23 Pa.C.S.A. § 6301 et seq.) and the applicable regulations promulgated thereunder.

4. An example contract has been attached to this bid request. The County anticipates executing this Agreement with the lowest responsible bidder subject to any non-substantive modifications resulting from negotiation. All bidders are hereby placed on notice of the contract provision that allows Dauphin County the option of reducing its payment for services to the Provider for any trips that cannot be delivered by Provider. Said reduction in payment for services shall reflect the amount of money expended by Dauphin County to transport the minors by some other means. As Dauphin County is not requiring a performance bond, this provision of the Agreement is not negotiable.

5. The Transportation Company must have the capacity to transport a maximum of 8 Juveniles at one time, with an average of 2 per trip. The Transportation Company must also have the capacity to transport up to 6 family members at one time.

**Scope:**

Based on historical averages, the approximate annual scope of the needed transportation for purposes of bidding is as follows:

- Type A: 156 trips
- Type A-1: 12 trips
- Type B: 25 trips
- Type B-1: 72 trips
- Type C: 36 trips
- Type D: 15 trips

The estimated mileage between Harrisburg and the primary identified Detention/Shelter Facilities is 63 miles (one-way) per trip.

For transports outside of Dauphin County the average mileage is 120 miles per trip.

Based on historical averages, the approximate annual distribution of trip costs for purposes of bidding management fees is as follows:

- $0 to $9,000: 5
- $9,001 to $15,000: 6
- Over $15,000: 1
BID FORM

The Bid hereinafter stated is made in accordance with the requirements of the Instructions to Bidder.

The Bid price per trip must be “all inclusive” and include all costs associated with the delivery of the respective trip type. The basis for determining the lowest responsible bidder shall be determined by totaling the bids for each trip type and each Transportation Management Fee bracket after each is multiplied by the annual historical average number of trips/distribution of fees stated in the Specifications to produce a grand total. This grand total shall also be used to compute the 10% bid bond or certified check.

BID

1. Per Trip Costs (must bid all types):

<table>
<thead>
<tr>
<th>Type</th>
<th>Cost per trip</th>
<th>x</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type A</td>
<td>$ __________</td>
<td>156</td>
<td>$ _________</td>
</tr>
<tr>
<td>Type A-1</td>
<td>$ _________</td>
<td>12</td>
<td>$ _________</td>
</tr>
<tr>
<td>Type B</td>
<td>$ _________</td>
<td>25</td>
<td>$ _________</td>
</tr>
<tr>
<td>Type B-1</td>
<td>$ _________</td>
<td>72</td>
<td>$ _________</td>
</tr>
<tr>
<td>Type C</td>
<td>$ _________</td>
<td>36</td>
<td>$ _________</td>
</tr>
<tr>
<td>Type D</td>
<td>$ _________</td>
<td>15</td>
<td>$ _________</td>
</tr>
</tbody>
</table>

2. Monthly Transportation Management Fees:

<table>
<thead>
<tr>
<th>Trip Billing</th>
<th>Cost</th>
<th>x</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $9,000</td>
<td>$ _________</td>
<td>5</td>
<td>$ _________</td>
</tr>
<tr>
<td>$9,001 - $15,000</td>
<td>$ _________</td>
<td>6</td>
<td>$ _________</td>
</tr>
<tr>
<td>$15,001+</td>
<td>$ _________</td>
<td>1</td>
<td>$ _________</td>
</tr>
</tbody>
</table>

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GRAND TOTAL $ _________

Bond this amount

3. No-Fault 30-minute delay Costs:

$ _________ per hour for transportation costs

4. Additional personnel required by Type B transports

$ _________ per hour for aides

Bidder must also properly complete and sign the “Signature Page” of this package.
"Attachment A"

**Primary Pick-up Location:**

**Dauphin County Judicial Center**
451 Mall Road
Harrisburg, PA 17111

**Alternate Pick-up Locations may include, but not limited to:** (Emergency Situations Only)

**Derry Township Police Department**
620 Clearwater Rd
Hershey, PA 17033
717-534-2202

**Halifax Area Regional Police Department**
203 Armstrong Street
P.O. Box 445
Halifax, PA 17032
717-896-3168

**Harrisburg City Police**
123 Walnut St
Harrisburg, PA 17101
717-255-3131

**Highspire Borough Police Department**
640 Eshelman Street
Highspire, PA 17034-1698
717-939-9866

**Hummelstown Borough Police Department**
136 South Hanover Street
Hummelstown, PA 17036
717-566-2555

**Lower Paxton Township Police Department**
425 Prince Street, Suite 320
Harrisburg, PA 17109
717-657-5656
Lower Swatara Township Police Department
1499 Spring Garden Drive
Middletown, PA 17057
717-939-0463

Lykens Borough Police Department
200 Main Street
Lykens, PA 17048
717-453-7001

Millersburg Borough Police Department
101 West Street
Millersburg, PA 17061
717-692-4713

Paxtang Borough Police Department
3423 Derry Street
Harrisburg, PA 17111
717-564-0974

Penbrook Borough Police Department
150 South 28th Street
Harrisburg, PA 17103
717-232-3844

Royalton Borough Police Department
101 Northumberland Street
Middletown, PA 17057-1608
717-944-4831

Steelton Borough Police Department
123 North Front Street
Steelton, PA 17113
717-939-9841

Susquehanna Township Police Department
1900 Linglestown Road
Harrisburg, PA 17110
717-652-8265

Swatara Township Police Department
599 Eisenhower Blvd
Harrisburg, PA 17111
717-564-2550

**Wiconisco Township Police Department**
P.O. Box 370
Wiconisco, PA 17097
717-453-7571

**Schaffner Youth Center**
911 Gibson Blvd
Steelton, PA 17113
717-635-7399

**Children and Youth Services**
1001 North 6th Street
Harrisburg, PA 17102
717-780-7200

**Dauphin County Probation Services**
100 Chestnut Street
Harrisburg, PA 17101
717-780-7100
“Attachment B”

**Primary Locations**

Abraxas Youth Center (Detention & Shelter)  
10058 South Mountain Road  
South Mountain, PA 17261-0900  
(717) 749-3066

**Alternate Locations**

Abraxas Academy (Detention & Shelter)  
1000 Academy Drive  
Morgantown, PA 19543  
(610) 913-8000

Mid-Atlantic Youth Services – Luzerne County (Detention Only)  
701 Santhers Drive  
Pittston, PA 18640  
(570-883-1803)

Mid-Atlantic Youth Services – Venango County (Detention Only)  
12 Dakota Drive  
Emlenton, PA 16373  
(724-867-0321)

Chester County Detention Center  
505 S Wawaset Rd  
West Chester, PA 19382  
(610) 793-5910

Northampton Detention Center (Detention Only)  
650 Ferry Street  
Easton, PA 18042  
(610-829-6850)

Adelphi Village (Shelter Only)  
1119 Village Way  
Latrobe, PA 15650  
(724-804-7000)
“Attachment C”

Relevant Regulations for the Transportation of Minors

§ 3800.171. Safe transportation.

The following requirements apply whenever the facility, facility staff persons or facility volunteers provide transportation for the children. These requirements do not apply if transportation is provided by a source other than the facility.

(1) The child care worker to child ratios specified in § 3800.55 (relating to child care worker) apply.

(2) Each child shall be in an individual, age and size appropriate, safety restraint at all times the vehicle is in motion.

(3) The restrictive procedures specified in § § 3800.201—3800.213 (relating to restrictive procedures) apply.

(4) The driver of a vehicle shall be 21 years of age or older.

§ 3800.55. Child care worker.

(a) There shall be one child care worker present with the children for every eight children who are 6 years of age or older, during awake hours.

(b) There shall be one child care worker present with the children for every 16 children who are 6 years of age and older, during sleeping hours.

(c) There shall be one child care worker present with the children for every four children who are under 6 years of age, during awake hours.

(d) There shall be one child care worker present with the children for every eight children who are under 6 years of age, during sleeping hours.

(e) If there are children who are under 6 years of age and 6 years of age and older in the same group, the ratios specified in subsections (c) and (d) apply.

(f) The child care worker shall be responsible for implementing daily activities and for supervision of the children.

(g) The child care worker shall have a high school diploma or general education development certificate.
(h) A child care worker who is counted in the worker to child ratio shall be 18 years of age or older if all the children served in the facility are under 18 years of age. A child care worker who is counted in the worker to child ratio shall be 21 years of age or older if one or more children served in the facility are 18 years of age or older.

§ 3800.201. Restrictive procedure.

A restrictive procedure includes chemical restraint, exclusion and manual restraint and for secure care, mechanical restraint and seclusion.


(a) A restrictive procedure may not be used in a punitive manner, for the convenience of staff persons or as a program substitution.

(b) With the exception of exclusion as specified in § 3800.212 (relating to exclusion), a restrictive procedure may be used only to prevent a child from injuring himself or others.

(c) For each incident in which use of a restrictive procedure is considered:

   (1) Every attempt shall be made to anticipate and de-escalate the behavior using methods of intervention less intrusive than restrictive procedures.

   (2) A restrictive procedure may not be used unless less intrusive techniques and resources appropriate to the behavior have been tried but have failed.

   (3) A restrictive procedure shall be discontinued when the child demonstrates he has regained self-control.

§ 3800.205. Staff training.

(a) If restrictive procedures are used, each staff person who administers a restrictive procedure shall have completed training within the past year in the use of restrictive procedures.

(b) Training shall include:

   (1) Using de-escalation techniques and alternative nonrestrictive strategies and addressing the child’s feelings after use of a restrictive procedure.

   (2) Child development principles appropriate for the age of the children served, to understand normal behavior reactions to stress at various ages.

   (3) The proper use of the specific techniques or procedures that may be used.

   (4) Techniques and procedures appropriate for the age and weight of the children served.
(5) Experience of use of the specific procedures directly on each staff person and demonstration of use of the procedure by each staff person.

(6) Health risks for the child associated with use of specific procedures.

(7) A testing process to demonstrate understanding of and ability to apply specific procedures.

(c) A record of the training including the person trained, the date, source, name of trainer and length of training shall be kept.

§ 3800.207. Aversive conditioning.

The use of aversive conditioning, defined as the application of startling, painful or noxious stimuli, is prohibited.

§ 3800.208. Pressure points.

(a) Pressure point techniques, defined as the application of pain for the purpose of achieving compliance, are prohibited, except as provided in subsection (b).

(b) The use of a pressure point technique that applies pressure at the child’s jaw point for the purpose of bite release, is permitted.

§ 3800.211. Manual restraints.

(a) A manual restraint is a physical hands-on technique that lasts more than 1 minute, that restricts the movement or function of a child or portion of a child’s body. A manual restraint does not include a manual assist of any duration for a child during which the child does not physically resist or a therapeutic hold for a child who is 8 years of age or younger for less than 10 minutes during which the child does not physically resist.

(b) Manual restraints that apply pressure or weight on the child’s respiratory system are prohibited.

(c) Prone position manual restraints are not permitted for girls who are pregnant.

(d) The position of the manual restraint or the staff person applying a manual restraint shall be changed at least every 10-consecutive minutes of applying the manual restraint.

(e) A staff person who is not applying the restraint shall observe and document the physical and emotional condition of the child, at least every 10 minutes the manual restraint is applied.


(a) Prone position manual restraint is a restraint during which a child is held face down on the floor.
(b) Prone position manual restraint is prohibited under § 3800.211(b) (relating to manual restraints) because it applies weight or pressure on the child’s respiratory system.

§ 3800.213. Restrictive procedure records.

A record of each use of a restrictive procedure, including the emergency use of a restrictive procedure, shall be kept and shall include the following:

1. The specific behavior addressed.

2. The methods of intervention used to address the behavior less intrusive than the procedure used.

3. The date and time the procedure was used.

4. The specific procedure used.

5. The staff person who used the procedure.

6. The duration of the procedure.

7. The staff person who observed the child.

8. The child’s condition following the removal of the procedure.
DAUPHIN COUNTY
PURCHASE OF SERVICES AGREEMENT

This AGREEMENT is made this ____ day of ________, 2020, by and between the County of Dauphin, Pennsylvania (hereinafter referred to as “County”), a County of the third class having its principal office at the Office of the County Commissioners, 4th floor, Dauphin County Administration Building, 2 South Second Street, Harrisburg, Pennsylvania 17101, and _________ ________, Inc., a Pennsylvania corporation (hereinafter referred to as “Provider”) having a principal place of business located at _________________________________.

WHEREAS, the County desires to purchase juvenile transportation services, and

WHEREAS, Provider possesses the requisite experience, equipment, and desire to supply such services.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties, intending to be legally bound, hereby agree as follows:

1. Conditions Precedent:
The County hereby transfers to Provider, and Provider hereby accepts, all potential adverse financial and other potential liability risk inherent in performing its duties and carrying out its responsibilities hereunder, including but not limited to, responsibility for the costs of services provided pursuant to Paragraph 2, and in accepting as its sole compensation the defined compensation set forth herein. The County also specifically conditions all obligations and payments to Provider under this Agreement upon the fulfillment by any relevant state funding source of its obligations and payment responsibilities to the County for the services to be provided hereunder. Provider acknowledges and agrees that there is no right to payment to Provider from the County apart from this Agreement.

2. Description of Services to be Purchased:
Provider agrees to perform the services and programs as outlined and described in the work statement attached hereto and incorporated herein and made part hereof by reference as Appendix “A”. The County reserves the right to modify the current requirements of Appendix A or to require additional transportation services at a rate to be negotiated between the parties. The County shall provide regular policy direction related to the services to be performed by Provider. Such direction shall be provided by a Policy Representative of the County, identified as such to Provider upon execution of this Agreement or any time thereafter.

3. Employee and Volunteer Background Clearances:

A. Provider shall assure that all employees and/or volunteers who will in any amount being rendering services pursuant to this contract receive State Police, FBI, and ChildLine Clearances in accordance with the Child Protective Services Law (CPSL) 23 Pa.C.S.A. §§ 6344—6344.4 and shall assure that such clearances are updated at required intervals and all required certificates are possessed.
B. In addition to the employment prohibitions contained in the CPSL, Provider shall not allow anyone currently under probation or parole supervision for ANY criminal offense, anyone convicted of a 1st or 2nd degree felony during the past 10 years, or anyone convicted of a sexual offense to perform any of the services required by this contract.

C. Provider shall collect and maintain driver history records, obtained through PennDOT, and a copy of a current Driver’s License for all staff who may transport a child under this Agreement.

D. Provider shall make all background check documentation accessible to the County to the fullest extent permitted by statute or regulation and Provider shall deliver said documentation to the County within twenty-four hours of receiving a request from the County.

E. Provider shall create a policy requiring all employees and volunteers to notify the Provider immediately of any arrest, conviction or instance where the employee or volunteer is named as a perpetrator in a founded or indicated report of child abuse. The Provider shall immediately notify the County when it becomes known that these circumstances exist.

4. Payment for Services:

A. Type A. Provider shall be remunerated the amount of ________________ Dollars ($______) per trip to detention/shelter services located outside of Dauphin County under 75 miles.

B. Type A-1. Provider shall be remunerated the amount of ________________ Dollars ($______) per trip to detention/shelter services located outside of Dauphin County over 75 miles.

C. Type B. Provider shall be remunerated the amount of ________________ Dollars ($______) per trip from Detention/Shelter Facilities to scheduled detention hearings at the Schaffner Youth Detention Center, 911 Gibson Boulevard, Steelton, PA 17113 with no return transportation needed (one-way).

D. Type B-1. Provider shall be remunerated the amount of ________________ Dollars ($______) per trip for transportation to and from identified Detention/Shelter Facilities to scheduled detention hearings at the Schaffner Youth Detention Center, 911 Gibson Boulevard, Steelton, PA 17113 (roundtrip).

E. Type C. Provider shall be remunerated the amount of ________________ Dollars ($______) per trip for transportation to and from the two identified Detention/Shelter Facilities for families.

F. Type D. Provider shall be remunerated the amount of ________________ Dollars ($______) per trip for transportation of Children & Youth Services children to and from
identified residential placement facilities and shelters and transportation from a psychiatric facility to a residential placement facility or shelter, or other transportation needs of Children & Youth Services.

G. Provider shall be remunerated the amount of ________________ Dollars ($_____) for roundtrip transportation services provided to Dauphin County juveniles specific to the welfare of Children & Youth Services. (Type D).

H. In the event that Provider is delayed more than 30 minutes during any transport of juveniles or their family members, through no failure of the Provider, either due to construction, traffic and/or weather delays; and/or when an additional driver shall be needed for trips consisting of more than 3 passengers or trips lasting longer than sixteen (16) hours; court hearings and/or formal meetings and other pre-approved events and an additional staff shall be needed for supervision, Provider will be remunerated the amount of ________ Dollars ($_____) per hour per employee.

I. Provider shall be paid a monthly transportation management fee in the amount of ________________ Dollars ($_____) per month when total monthly trip billing is between $0 and $9,000; ________________ Dollars ($_____) when total monthly trip billing is between $9,001 and $15,000; and ________________ Dollars ($_____) when monthly trip billing is over $15,000.

J. If a transport for any Court proceeding, or any formal meeting that has a designated start time, is late of its scheduled arrival time, through no fault of a passenger, traffic congestion or other road conditions, by more than 30 minutes but less than 60 minutes, then Provider’s payment for that trip shall be reduced by 25% and if said transport is late of the scheduled arrival time by more than 60 minutes then Provider’s payment for that trip shall be reduced by 50%. There shall be allowed 90 minutes for trips type A scheduled between 11:00 a.m. and 6:00 a.m. or Federal Holidays.

K. Provider will invoice the County for payment related to Provider’s services, via a format acceptable to the County Solicitor’s and Controller’s Offices, not later than the tenth (10th) working day or the fifteenth (15th) calendar day of each month, whichever is later. Provider acknowledges and agrees that there is no right to payment to Provider from the County apart from this Agreement.

5. Budget Amendment and Modifications:
Changes in Provider’s budget that effect only the line items of the Services to be provided hereunder and that do not increase or decrease the total allocation specified by this Agreement may be made by, and at the sole discretion of, the County. Any such change(s) will only be effectuated and perfected upon the issuance by the County of a revised budget and work statement that is signed and dated by the County. For the limited purposes of this paragraph only, this paragraph supersedes any provision in this Agreement to the contrary regarding Amendment and Modification. Nothing in this paragraph shall be construed to limit the County’s right or discretion to increase or decrease payment under terms of this Agreement in accordance with any other provision of this Agreement.
6. Funding Source Disallowance:
Provider acknowledges that the County receives funding for this Agreement from the Commonwealth of Pennsylvania and that said funding may be used by the County to compensate Provider the amounts set forth in this Agreement. In the event the Commonwealth of Pennsylvania, after an audit or otherwise, should disallow any amount of funding used by the County to compensate Provider for the Provider’s services hereunder, then Provider shall reimburse to the County the amount of any such disallowance. For purposes of this section, Provider shall have the right to defend and participate in any Commonwealth audit or other action that could result in a disallowance finding.

7. Disallowance Offset:
If the County determines that the Provider has spent funds in contradiction with this Agreement, or any state law or regulation, the County shall notify the Provider of the disallowed expenditure and may offset it against any other monies payable to the Provider under this or any other contract between the County and the Provider.

8. Other Funds:
If the Provider is contributing toward the general contract cost, the Provider shall certify to the County that the funds provided under this Agreement do not replace or supplant in any way, federal, state or local funds for already existing services. Provider shall further certify that the services to be provided under this Agreement are not already available without cost. Provider further certifies that, if already providing the services which are the subject of this Agreement, then the addition of funds hereunder will result in a commensurate program expansion.

9. Term of Contract:
The term of this Agreement (“Initial Term”) shall be from September 15, 2020 through June 30, 2021. No work shall be performed by Provider until this Agreement is executed by the County. Provider shall work in a timely and diligent manner so as to complete performance by the end of the term, or any renewal thereof, and to the full satisfaction of the County.

10. Renewals:
At the expiration of the Initial Term, there shall be two (2), one-year renewal options, which shall occur automatically unless either party supplies the other party with written notice, no less than sixty (60) days prior to the conclusion of the Initial Term or any subsequent renewal, of that party’s intent not to renew.

11. Termination of Agreement:
The County may terminate this Agreement at any time, with or without cause, by providing at least sixty (60) days written notice of the termination date to Provider. The Provider may terminate this Agreement at any time, with or without cause, by providing at least sixty (60) days written notice of the termination date to the County. It is further agreed that in the event payment to the County from State sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services to be rendered hereunder, or in the event that Provider ceases providing the type of service(s) subject to this Agreement, the obligation of each party hereunder shall thereupon be immediately terminated, provided that any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. The County may, at its option, continue this Agreement in the event of reduced State funds through written notice to Provider of the reduced amount of the funds
in a manner consistent with the notice, amount and circumstances of the loss of State funds. Notwithstanding the forgoing, the County may immediately terminate this Agreement if, in the opinion of the County, any material adverse condition occurs in Provider’s business organization or affairs or in the event of extraordinary circumstances deemed by the County to present a clear and present danger to the health or welfare of clients.

12. Actions Related to Termination:
Upon written notice of termination, except as otherwise directed by the County, Provider shall:

A. Stop work under this Agreement on the date of, and to the extent specified in, the notice of termination;
B. Place no further order, agreements, or sub-grants for materials, services or facilities except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
C. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
D. Assign to County, in the manner, at the times and to the extent directed by County, all of the rights, title and interest of Provider under the orders and sub-agreements so terminated, in which case County shall have the right in its discretion to settle or pay any or all claims arising out of the termination of such orders and sub-agreements;
E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of County, to the extent County may require;
F. Surrender to County all finished or unfinished documents, data, studies, photographs, reports and other material prepared by Provider under this Agreement. County has the option to retain this material and Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed for such materials and documents;
G. Notwithstanding any of the provisions in the Agreement, Provider shall not be relieved of liability to County for damages sustained by the County in any manner or degree arising from the performance of Provider’s services hereunder;
H. In the event of the termination of this Agreement or at the conclusion of the term of this Agreement, whichever occurs first, Provider shall immediately comply with all instructions of the County related to the transition of affected services, transfer and audit of financial records, program and fiscal records, personnel records and any other matters about which the County gives notice to the Provider.

13. Risk Allocation / Force Majeure:
Neither party to this Agreement assumes a risk of any event, foreseeable or unforeseeable and beyond the reasonable control of either party, that has a material effect upon the performance of the subject matter of this Agreement, including but not limited to fire, flood, natural disaster, strike of its personnel, war, insurrection, riot, the declaration of a state or national emergency, acts of civil or military authorities, acts of God or the public enemy, acts of terrorism, epidemic, pandemic, or any other event, like or unlike these events, that renders performance impracticable. Upon such an event the County may, in its sole discretion, suspend, cancel or terminate this Agreement in whole or in part at any time, without payment to Provider except for performance rendered prior to the date of said suspension, cancellation or termination, and Provider shall make no claim for quantum meruit or promissory estoppel. This provision supersedes any provision herein to the contrary.

14. County Covenants, Representations and Warranties:
The County Covenants, Represents and Warrants that:
A. the persons signing on behalf of the County are authorized to do so;
B. this Agreement is entered into pursuant to public action of the Board of Commissioners, conducted at a meeting validly called and held;
C. the County is in compliance with all applicable State statutes, rules and regulations governing any and all State funding of the Agreement;
D. if the representations in this section should at any time hereinafter become incorrect, the County will promptly take steps in an attempt to correct the noncompliance.

15. Provider Covenants, Representations and Warranties:
The Provider Covenants, Represents and Warrants that:
A. If Provider is a corporation that it is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;
B. Provider is entering into this Agreement either in the ordinary course of its business activities, or pursuant to a Resolution of its Board of Directors (or other governing body) validly called and held;

16. Breach of Agreement – Default:
Any breach of performance of any term, provision or condition of this Agreement shall constitute a default under this Agreement. In addition, any violation of either State or Federal law which results in a guilty plea, a plea of nolo contendere or a conviction of any criminal offense by Provider, its directors, employees or agents or subcontractors arising out of the performance of this Agreement may be considered a breach of this Agreement and County, at its sole discretion, may declare this Agreement immediately terminated. This provision supersedes any provision herein to the contrary.

17. Non-Compliance:
If Provider fails to fulfill in a timely or proper manner any of its obligations under this Agreement, or violate any of the terms, provisions or conditions of this Agreement, the County may in its sole discretion, as an alternative to exercising any termination procedures provided by this Agreement, may exercise one or more of the following options:
A. Charge the Provider for the costs incurred by the County to perform the work that Provider failed to perform. At the discretion of the County, said charges may be reduced from the monthly payment for services;
B. Issue a written notice of termination pursuant to the termination provision of this Agreement.

18. Dispute Notification:
In the event of disputes arising under this Agreement and prior to the initialization of legal action, the Provider shall reduce each and every complaint to writing and deliver same to the County.

19. Grievance Procedure:
Provider shall comply with all County consumer grievance policies and procedures as well as all Federal and State statutes, regulations, and administrative bulletins relating to grievance reporting and management.

20. Remedies:
It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement by Provider and that the County shall also be entitled to specific
performance as a remedy for any such breach. These remedies shall not be deemed to be the exclusive remedies for breach of this Agreement but shall be in addition to all other remedies available at law or equity to the County.

21. No Consent to Jurisdiction:
By entering into this Agreement, the County does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other entity which would otherwise not be applicable to the County.

22. Waiver of Causes of Action:
In consideration of this Agreement, the Provider hereby covenants not to institute any legal proceedings against the County in connection with this Agreement and hereby waives any rights it may have to bring any such proceedings.

23. Governing Law and Forum:
This Agreement shall be construed and governed pursuant to the laws of the Commonwealth of Pennsylvania pursuant to the execution of this Agreement in said jurisdiction. Any choice of laws issues shall be deemed to utilize the choice of laws rules of the Commonwealth of Pennsylvania. Any dispute arising from this Agreement shall be heard in the Court of Common Pleas of Dauphin County.

24. No Third-Party Beneficiaries:
No provision of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. This Agreement shall be interpreted solely to define specific duties and responsibilities between the County and the Provider and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

25. Indemnification:
Provider agrees to indemnify and hold the County, its Commissioners, administrators, directors, officers, employees, and agents harmless from and against any and all claims, actions, losses, costs, fees (including attorney’s fees), expenses, liabilities, damages or injuries of any nature including death that may be asserted against the County by third parties arising out of any action whatsoever of the Provider.

26. Insurance:
The Provider shall maintain general liability coverage and other appropriate insurance with companies authorized to do business in the Commonwealth of Pennsylvania insuring against any and all claims which may arise out of the Provider’s performance under the terms, conditions, and provisions of this Agreement. The minimum level of such coverage shall be $1,000,000 per occurrence and $3,000,000 in the aggregate. In addition to general liability coverage, Provider shall at all times during the term of this Agreement cover each and every vehicle used in the performance of this Agreement with the following minimum coverage:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Coverage</th>
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<tbody>
<tr>
<td>Bodily Injury</td>
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<tr>
<td>Uninsured Motorist</td>
<td>$1,000,000.00</td>
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<tr>
<td>Under-Insured Motorist</td>
<td>$1,000,000.00</td>
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The Provider shall immediately forward to the County a certificate of insurance naming the County as a certificate holder in order to evidence the retention of the required level of coverage. The policy shall also be endorsed to include the County as additional insured, and further that this said endorsement shall be evidenced on the actual certificate. Additionally, upon request by the County, Provider shall purchase other insurance coverage with minimum policy limits as determined by the County.

27. Applicable Laws:
Provider shall comply at all times relative hereto with all applicable laws, regulations and ordinances in its business and activities which pertain to the performance or funding of this Agreement, including but not limited to the following:

A. the Fair Labor Standards Act, the Labor Management Relations Reporting and Disclosure Act (Landrum-Griffith);
B. Occupational, Safety and Health Act and Occupational, Safety and Health Act regulations thereunder;
C. Workmen’s Compensation laws;
D. Environmental Protection Act, Environmental Protection Act regulations and laws, and regulations of the Pennsylvania Department of Environmental Resources;
E. Title VI of the Civil Rights Act of 1964, all Equal Employment Opportunity Commission regulations, and all laws relating to equal employment opportunity;
F. the Equal Pay for Equal Work Laws and all other laws relating to sex discrimination;
G. the Health Insurance Portability and Accountability Act (HIPAA) and with state laws and regulations that provide a greater level of protection of personal health information than that required by HIPAA;
H. those laws and regulations relating to the fiscal management of and accounting for public funds. The County, at its sole discretion, shall have the privilege of examining and/or auditing the records of the Provider or any related corporation or entity to ascertain or verify compliance;
I. the Pennsylvania Child Protective Services Law and all regulations promulgated thereunder;
J. all applicable regulations pertaining to the transportation of minors, including, but not limited to, the requirements of 55 Pa. Code 3800.171;
K. All child labor laws;
L. Provider, as a condition precedent to payment, shall upon request promptly furnish evidence of compliance of any of the items in this section.

28. Assignment and Delegation:
This Agreement shall not be assigned by the Provider without the express written consent of the County. Approval of such assignment shall not release or relieve Provider from any liability or obligation to perform under this Agreement nor shall such approval establish any legal relationship between the County and any other third party and under no circumstances shall the County be held liable for any act or omission committed pursuant to such an assignment. Provider shall not delegate any of its duties under this Agreement or utilize subcontractors without the express written consent of the County.
29. Severability:
All agreements, provisions and covenants contained in this Agreement are severable, and in the event any of them are held to be invalid by any competent court, this Agreement will be interpreted as if the invalid agreements, provisions or covenants were not contained in this Agreement. In the event Provider does not comply with a term, provision or condition of the Agreement, the County may, at its discretion, deem such noncompliance as grounds for severing the term, provision or condition without affecting the remainder of this Agreement or parts thereof.

30. Licensure:
Provider shall hold all applicable Federal, State and Local licenses and shall have all applicable certifications that may be required to provide the services hereunder. All required licenses and certifications shall be valid at all times throughout the term of this Agreement. Provider shall supply a copy of all applicable licenses and certifications to the County within 10 days of the effective date of this Agreement.

31. Health and Safety:
Provider agrees that services shall be provided in an environment which, in the opinion of the County, is conducive to personal dignity; that the health, safety and social well-being of each individual receiving services will, at all times, be protected and that all services will be provided in surroundings and under circumstances as close as possible to those which are typical to the general population.

32. Relationship of Parties:
Provider expressly warrants that Provider is a private and independent company/sole proprietorship and as such is not an employee of the County. The relationship created by this Agreement is that of an owner and an independent contractor. As an independent contractor, Provider assumes all risk of loss relating to the subject matter of this Agreement and shall defend all litigation brought against it in such capacity. This Agreement shall not make either party a legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or litigation, expressed or implied, against or in the name of on behalf of the other party. No withholding will be made by the County for any federal, state or local taxes, Social Security or other taxes from the amounts to be paid to the Provider by the County. Provider further agrees to be solely responsible for the payment and withholding of such taxes. Provider agrees to hold the County harmless from the assessment of any and all taxes due and payable by the Provider arising from any compensation received from the County. As an independent contractor, Provider is not covered by the County's worker's compensation, unemployment, or liability insurance as provided by the County to its employees and expressly waives any such coverage.

33. Conflict of Interest:
Provider covenants that Provider has no direct or indirect interest which would conflict in any manner with the performance of services under this Agreement and, during the performance of such services, Provider shall not engage in any activities which could cause a conflict of interest or the appearance thereof.

34. Standard of Conduct:
In order to protect the County's good will, Provider agrees that Provider and any employees of Provider will behave and conduct themselves reasonably, prudently, and courteously in such a
manner as not to reflect adversely upon the County; and will perform at all times faithfully, industriously, and to the best of their ability, experience, and talents, all of the duties that may be required of them pursuant to the expressed and implicit terms of this Agreement, and to the complete satisfaction of the County; and will act in conformity with all statutes, regulations and ordinances of the United States, of the Commonwealth of Pennsylvania, and of Dauphin County. Any conduct deemed to be adverse to the interest of the County, in the sole opinion and at the option of the County, may cause this Agreement to be terminated immediately without notice.

35. Confidentiality:
Provider shall, and shall require all subcontractors, to ensure that all persons now or formerly receiving services hereunder be secure in the confidentiality of all records, names, identities, and all protected health information except as disclosure is permitted or required by law. Provider shall, and shall require, all subcontractors, to assure the security of all client records and information and shall maintain compliance with all regulations and statutes concerning the retention and confidentiality of said records. Provider shall formulate written policies relating to the maintenance and security of confidential information including disciplinary actions to be taken against any employee who does not comply. Provider further agrees that it shall not divulge without the express written permission of the County and shall keep confidential any information produced or obtained by it in the course of its performance under this Agreement. Provider agrees that any information produced or obtained in the performance of this Agreement will not be used by Provider, its employees, affiliates or representatives in any way detrimental to the County. Provider agrees that it will not, and its representatives will not, disclose to anyone any information relating to the business of the County.

36. Reporting:
Provider shall submit to the County on forms designated by the County, information required in conformance of Federal, State, and County laws, ordinances, rules, guidelines and regulations. Provider shall submit any information as deemed necessary by the County including detailed financial statements and reports delineating direct and indirect costs and incomes related to the performance of this Agreement. Any activity which is recorded and utilized in the performance of this Agreement shall be subject to inspection and audit currently and until the expiration of four years after final payment by the Commonwealth of Pennsylvania, Federal, and County auditors and others designated by the County.

37. Submission of Supportive Materials:
Immediately upon request, Provider shall deliver to the County background material prepared or obtained by the Provider incident to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by Provider to support the data and conclusions in the final reports, and includes completed questionnaires and material in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and books acquired by the Provider during the term of the Agreement and directly related to the services being rendered.

38. Ownership Rights:
All material and information whether written or electronic, including but not limited to, documents, reports, notes, and analyses, produced by Provider shall be deemed "works for hire" and are the intellectual property of the County.
39. Assignment of Antitrust Claims:
The Provider and the County recognize that in actual economic practice, overcharges by the Provider’s suppliers resulting from violations of state or federal antitrust laws are in fact borne by the County. As part of the consideration for the award of this Contract, and intending to be legally bound, Provider hereby assigns to the County all right, title and interest in and to any claims the Provider now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Agreement.

40. Personnel:
The Provider will employ personnel, either directly or by subcontract as may be permitted hereunder, to fill all positions as required to fulfill this Agreement. All personnel vacancies shall be filled in a timely manner. If positions are not filled within a reasonable time as determined by the County, a re-budget will be required and the amount payable under this Agreement to Provider may be reduced by the County. Records must be kept documenting the filling of all staff positions.

41. Dual Employment Prohibited:
During the Term of this Agreement Provider shall not, without the consent of Dauphin County, employ, either directly or contractually, any person who is also a Dauphin County employee. Provider agrees that a breach of this provision would cause actual and substantial damages to Dauphin County of such a nature that it would be prohibitive to calculate actual damages. Accordingly, in the event of a violation of said prohibition, Provider shall pay Dauphin County as liquidated damages an amount equal to one-half of the annual Dauphin County salary of each person so employed by Provider, as well as the expenses, costs, and reasonable attorney’s fees incurred by Dauphin County in seeking enforcement of this Agreement. Provider agrees that the foregoing amount is intended to be, and in fact is, a reasonable estimate of the actual damages that would be incurred by Dauphin County if Provider were to breach this provision, and that this amount is not intended to be, and in fact is not, a penalty. In addition, Dauphin County shall be entitled to equitable or injunctive relief to prevent further breaches and Dauphin County may, in its sole discretion, declare Provider in default under this Agreement and immediately terminate this Agreement.

42. Americans with Disabilities Act (ADA):
During the term of this Agreement, the Provider agrees that pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.101, et seq., the Provider 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 Provider 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 with outside contractors. Provider shall include the provisions above in every sub-contract under this Agreement so that such provision binds each sub-contractor.

43. Nondiscrimination/Sexual Harassment:
During the term of the Agreement, the Provider agrees as follows:

   A. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under this Agreement or any subcontract, the Provider, subcontractor or any person acting on behalf of the Provider or subcontractor shall not by
reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates;

B. Neither the Provider nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under this Agreement on account of gender, race, creed, or color;

C. The Provider and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined;

D. The Provider shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which this Agreement relates;

E. The Provider and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the County and the Commonwealth of Pennsylvania Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Provider or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the County or the Commonwealth of Pennsylvania Department of General Services' Bureau of Contract Administration and Business Development;

F. The Provider shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor;

G. The County may cancel or terminate this Agreement and all money due or to become due hereunder may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Commonwealth may proceed with debarment or suspension and may place the Provider in the Contractor Responsibility File.

44. Drug-Free Workplace Act of 1988 (P.L. 100-690):
Provider shall certify to the County, as a condition precedent, that Provider is in compliance with the Drug-Free Workplace Act, 41 U.S.C. §701 et. seq. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical purposes) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the County.

45. Contractor Responsibility Provisions:
A. Provider certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the Provider cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.

B. If Provider 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 Provider to terminate such subcontracts or employment.

C. The Provider agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the Provider’s compliance with terms of this or any other Agreement between the Provider and the Commonwealth which result in the suspension or debarment of the Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Provider shall not be responsible for investigative costs for investigations which do not result in the Provider’s suspension or debarment.

D. Provider 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

46. Integration and Supersedes:
This Agreement (and any incorporated Appendices) constitute the entire understanding of the parties with respect to the subject matter of this Agreement and cancels, supersedes and terminates all prior agreements, contracts, understandings, negotiations, and other arrangements between the parties whether written or oral or partly written and partly oral.

47. Amendment:
Any alterations, variations, modifications, amendments, waivers or additional provisions to this Agreement will be valid only when reduced to writing, duly signed by all parties, and attached hereto. No oral amendment or waiver shall be effective, and this provision may not be orally amended or waived. The parties hereto further agree that any particular course of performance may not be used by any trier-of-fact to imply or infer a modification of this Agreement.

48. Strict Enforcement:
The delay or failure of the County to strictly enforce any provision of this Agreement will not bar the County from any subsequent enforcement of any right, remedy or legal cause of action.

49. Other Contractors:
The County may undertake or award other contracts for additional or related work, and the Provider, and any Provider subcontractors as may be permitted hereunder, shall fully cooperate with said other contractors and County employees and carefully fit its work to such additional work. Provider shall not commit or permit any act that will interfere with the performance of work by any other contractor or by County employees. This paragraph shall be included in the contracts of all contractors with whom Provider will be required to cooperate.

50. Quality Assurance:
Unless otherwise provided herein, the Provider with due diligence shall furnish all necessary qualified personnel, material and equipment, managing and directing same to complete the work required by this Agreement. The Provider’s work hereunder shall be monitored by the County’s designated representatives. The Provider shall be available for Quality Assurance Assessment Reviews and follow-up visits as defined from time to time by the County.

51. Equal Employment Opportunity:

A. Provider shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex. Provider shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Provider shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

B. Provider shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

C. Provider shall send each labor union or workers’ representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union workers’ representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Provider.

D. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Provider had delegated some of 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 Provider was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

E. 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 Provider will be unable to meet its obligations under this nondiscrimination clause, Provider shall then employ and fill vacancies through other nondiscriminatory employment procedures.

F. Provider shall comply with all State and Federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Provider’s noncompliance with the nondiscrimination clause of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and Provider may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

G. Provider shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the Department and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Provider does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Department or the Bureau of Affirmative Action.
H. Provider shall actively recruit minority sub-contractors or sub-contractors with substantial minority representation among their employees.

I. Provider shall include the provisions of this nondiscrimination clause in every sub-contract, so that such provisions will be binding upon each sub-contractor.

J. Provider obligations under this clause are limited to the Provider’s facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

52. Equal Opportunity for the Handicapped:

A. Provider 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 Provider assures that any benefits, services, or employment, available through the Provider to the public by way of this Agreement’s funds, shall not be denied persons with handicaps who are otherwise qualified or eligible for the benefits, services, or employment available as a result of this Agreement.

B. Provider shall include the provisions of sub-paragraph A. above in every sub-contract under this Agreement so that such provision binds each subcontractor.

53. Designated Representatives:
The County reserves the right to authorize any of its officers, employees, representatives or agents to administer this Agreement and exercise its rights under this Agreement.

54. Notices:

All notices required to be given or so sent hereunder shall be sent by United States mail, postage prepaid, addressed to the respective party at the address specified in this Agreement as of the date said notice is to be mailed unless either party informs the other party, in writing, of a different address for purposes of receiving notices hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers

ATTEST:  

COUNTY of DAUPHIN  
COMMONWEALTH of PENNSYLVANIA  

Chad Saylor  
Chief Clerk/Chief of Staff  

Jeff Haste, Chairman  
Board of Commissioners  

Mike Pries, Vice-Chairman  
Board of Commissioners  

George P. Hartwick, III, Secretary  
Board of Commissioners  

ATTEST:  

PROVIDER  

BY:  
Signature  

Print Name and Title
Appendix “A”
(Provider Name)
Work Statement

1. Provider will transport alleged delinquent and delinquent youth (juveniles) from any one of the identified pick-up locations throughout Dauphin County to any identified Detention / Shelter facility located outside the County of Dauphin. These pick-up locations may consist of the Dauphin County Judicial Center or, one of 16 Police Stations: the Schaffner Youth Center, and/or, the Dauphin County Children and Youth Office Complex. This service must be available 24 hours a day, 7 days a week.

   A. In the event that a juvenile is in need of medical attention, the Police will transport the Juvenile to the proper medical facility for stabilization and Provider will then be required to transport the Juvenile from the medical facility to the Detention / Shelter Facility after medical clearance has been obtained.

   B. In the event that a juvenile is arrested by a Juvenile Probation Officer, the Provider will then be required to transport the Juvenile from a mutually agreed upon site (i.e. Dauphin County Judicial Center) to any identified Detention/Shelter Center.

2. Provider will transport juveniles to and from any identified Detention / Shelter Facilities outside of Dauphin County to scheduled detention hearings at the Schaffner Youth Detention Center, 911 Gibson Boulevard, Steelton, PA 17113. These trips will be scheduled routinely Monday, Wednesday and Friday between 12 p.m. and 4 p.m. The County reserves the right to establish other times and locations within Dauphin County for the purpose of conducting legal proceedings.

3. Provider will transport the family members of detention or shelter children to any identified Detention / Shelter Facilities outside of Dauphin County for purposes of visitation. Provider will be expected to offer these transportation services 7 days a week, however, the trips will be scheduled with the family members 48 hours in advance.

4. On occasion, Provider shall transport juveniles from locations outside of Dauphin County to the identified Detention / Shelter facility. This service must be available 24 hours a day, 7 days a week.

5. Provider must have the capacity to transport a maximum of 8 Juveniles simultaneously in one vehicle.

6. Provider must dispatch to the pick-up site (i.e. Dauphin County Judicial Center, Police Station or mutually agreed upon site) within 90 minutes of receipt of request to transport. Provider shall maintain adequate staff to consistently meet this 90-minute requirement.

7. Provider shall also transport dependent children at the request of the Children and Youth Agency. The assigned Children and Youth representative will provide the pick-up and drop off locations which will be unique to each situation. Items 3 through 6 above shall also apply to the transportation of dependent children.
8. Provider shall assure that a minimum of 2 drivers participate in transports except for family visitation. Each staff member shall have a valid driver’s license and have the ability to drive the vehicle should the need arise.

9. When the situation dictates one-to-one supervision, the circumstances shall be documented. In no event shall the Provider permit a single staff member to independently supervise a single youth of the opposite gender.

10. Provider shall keep transport logs (i.e. name, time, destination, etc.) of each transport and Such transport logs shall be submitted to the County along with the monthly invoice.

11. Provider shall retain all supporting transport documents for a minimum of 5 years after the service has been provided. This shall include all transport logs, trip tickets, and any other form of student/client accounting performed by the Provider.

12. Provider shall supply the Probation Services and Children and Youth representatives a copy of the Provider’s vehicle, personal, and client safety policy. Such policy shall include details regarding the training requirements for all drivers transporting youth under this agreement.

13. Provider shall supply a copy of any written policies relating to code of conduct and possession of weapons to the Probation Services Quality Assurance Unit. Written notification is required each time such policy is modified.

14. Provider shall submit on a monthly basis, a list of all active contracted drivers and include their background / clearance status (i.e. date clearance completed, type of clearance, etc.)

15. Provider shall submit detail documentation within 48 hours when there is a background status change of an active contracted driver.

16. In addition to the prohibitions contained in the CPSL, and as addressed in the Original Agreement, Provider shall not employ anyone currently under probation or parole supervision for ANY criminal offense, anyone convicted of a 1st or 2nd degree felony during the past 10 years, or anyone convicted of a sexual offense.

17. Provider will be expected to attend periodic operational meetings with Juvenile Probation and related Departments as a quality assurance measure. Said meeting shall be called at the sole discretion of Dauphin County.

18. Provider must be a registered carrier with the Public Utilities Commission (PUC) at all times during the Term of Agreement as required by Title 52 of the PA Code, Subpart B.

19. Provider shall assure that all passenger carrying drivers have a 10-hour driving limit, driving a maximum of 10 hours after 8 consecutive hours off duty as per the Federal Motor Carrying Safety Administration (FMCSA).
FAILRE TO CONFORM WITH THIS NOTICE WILL RESULT IN REJECTION OF YOUR BID

Each bidder must provide with its bid, before the time set for the opening of bids, cash or a certified good faith check drawn upon a bank authorized to do business in this Commonwealth, or a bond with corporate surety in such a manner as the Commissioners shall require, and in an amount required by the Commissioners but not less than 10% of the amount bid. The forms of the bonds attached to these General Instructions as Exhibit A or B are preferred and are acceptable to the Commissioners. Exhibit A is the form to be used when a performance bond is required and Exhibit B is the form to be used when a performance bond is not required.

If you are using a Bid Bond rather than Cash or Certified Check, it shall be mandatory that the Bid Bond specifically identify the bid, and the date of the bid (which shall be on or before the date of the bid bond), which it accompanies; additionally, it shall be mandatory that the power of attorney accompanying a bid bond, evidencing the authority of the person signing on behalf of the surety company to sign the bid bond, shall be dated the same date as the bid bond; further, it shall be mandatory that the bid bond itself be dated, as well as signed by the principal bidder and the surety company through its authorized representative. Failure to Comply with any of the aforesaid provisions shall result in the disqualification of the bid, which shall not thereafter be considered.
TO THE DAUPHIN COUNTY COMMISSIONERS: ________________________________
as Principal and __________________ are hereby held and firmly bound unto the Commissioners of
Dauphin County, Pennsylvania, in the sum of $________________ for the payment of which sum we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

This Bid Bond is signed and executed this __________ day of _____________________, ______.

The above obligation of the Principal and Surety is conditional. In the event that the Principal is deemed to be
the successful bidder, for the proposal to which this Bid Bond is attached, and subsequently enters into a
contract in writing for: ____________________________________________________________
and the bidder completes its performance of the contract with the County, to the satisfaction of the County,
then the obligation undertaken by the Principal and Surety by their execution of this Bid Bond shall be void.
The event that the Principal fails to complete the contract in accordance with its terms and to the satisfaction
of the County, then the amount of this Bid Bond, set forth above, in cash or by check acceptable to the
County, shall be paid to the County Commissioners of Dauphin County, upon demand by them, and the
aforesaid Commissioners, shall retain the money paid as liquidated damages.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bid Bond to be executed by themselves
individually, and as corporations, by their proper officers, the day and year set forth above.

Principal ____________________ (SIGNATURE)

(Name of Surety to be inserted here) By: __________________________________________
Attorney-in-Fact ____________________ (SIGNATURE)

EXHIBIT B
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid Rigging Act, 73 P.S. § 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
NON-COLLUSION AFFIDAVIT

Bid Name/Date

State of __________________________

: s.s.

County of __________________________

I state that I, the undersigned, am __________________________ of __________________________

[Title] [Name of my firm]

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) __________________________, its affiliates,

[Name of my firm]

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that __________________________ understands and

[Name of my firm]

acknowledges that the above representations are material and important, and will be relied on by DAUPHIN COUNTY in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from DAUPHIN COUNTY of the true facts relating to the submission of bids for this contract.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _______ DAY
OF ______________  ___

_____________________________________________________
[Name and Company Position]

_____________________________________________________
[Signature]

_____________________________________________________
Notary Public

My Commission Expires
SIGNATURE PAGE

In case this proposal is accepted, the undersigned is hereby bound to commence and complete all of the work included under this contract in such time and manner as designated for the various items he has contracted to supply.

In submitted this proposal, it is understood that the unrestricted right is reserved by the County to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of 45 days from the date of opening.

The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

FIRM NAME: __________________________________________

ADDRESS: __________________________________________

SIGNATURE: __________________________________________

TITLE: __________________________________________

**DATE**: __________________________________________*

PLEASE READ THE FOLLOWING VERY CAREFULLY!! IF YOU DO NOT COMPLY YOUR BID WILL BE REJECTED!!

*IN THE EVENT THAT A BID BOND IS UTILIZED, THIS DATE MUST EITHER PRECEDE OR COINCIDE WITH THE DATE ON WHICH THE PRINCIPAL AND THE ATTORNEY-IN-FACT SIGN AND EXECUTE THE BID BOND.*

Number of days required for delivery: _______________________

BIDS MUST BE SIGNED FOR CONSIDERATION.