

## RESOLUTION NO. 17-2019

### Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority") provides technical and administrative services (the "Services") to the Capital Area Coalition on Homelessness ("CACH"), the City of Harrisburg's designated HUD Continuum of Care "Lead Agency"; and

WHEREAS, the Authority has negotiated an Administrative and Professional Services Agreement with CACH, in which the Authority shall receive \$125,821 for the delivery of those Services; and

WHEREAS, the Authority and CACH wish to set forth their respective obligations and expectations with respect to the delivery of the Services.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg hereby approves in substantially the same form and substance the attached Capital Area Coalition on Homelessness Purchase of Administrative & Professional Services Agreement.:

11/19/19  
Date

  
Secretary

# **CAPITAL AREA COALITION ON HOMELESSNESS PURCHASE OF ADMINISTRATIVE & PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CAPITAL AREA COALITION ON HOMELESSNESS** (hereinafter referred to as "CACH"), a Pennsylvania Non-Profit Corporation having its principal office at 10 North Second Street, Suite 405, Harrisburg, Pennsylvania 17101, and the **REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG**, a public body corporate (which, together with any successor public body of officer hereafter designated by or pursuant to law, is hereinafter called "AUTHORITY"), with principal address as 10 North Second Street, P.O. Box 2157, Harrisburg, Pennsylvania, 17101.

**WHEREAS**, CACH desires to purchase administrative, fiscal, Homeless Information Management Systems administration, and personnel support services, and

**WHEREAS**, AUTHORITY possesses the requisite professional expertise, staff, and capacity; and desires 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:**

CACH hereby transfers to AUTHORITY, and AUTHORITY 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 Authority acknowledges and agrees that there is no right to payment to Authority from CACH apart from this Agreement.

## **2. Description of Services to be Purchased:**

Authority agrees to perform the services as outlined and described in the work statement attached hereto and incorporated herein and made part hereof by reference as Appendix "A". CACH shall provide regular policy direction related to the services to be performed by Authority. Such direction shall be provided by a Policy Representative of the CACH, identified as such to Authority upon execution of this Agreement or any time thereafter.

## **3. Payment for Services:**

CACH acknowledges that Authority's direct cost for these services exceeds the grant funding currently available to CACH. Authority shall be remunerated an amount not to exceed the existing grant funding available to CACH of **One Hundred Twenty-Five Thousand Eight Hundred Twenty-One Dollars (\$125,821.00)**, and CACH shall use its best efforts, by conducting fundraising and/or grant applications, to raise additional funding to fully compensate Authority for the actual direct cost for these services. Authority will invoice CACH for payment related to Authority's professional services, via a format acceptable to CACH, in accordance

with the Authority's invoicing schedule but not later than 30 days after the expense is incurred. Authority acknowledges and agrees that there is no right to payment to Authority from the CACH apart from this Agreement.

**4. Budget Amendment and Modifications:**

Changes in Authority's budget that affect 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 Authority. Any such change(s) will only be effectuated and perfected upon the issuance by Authority of a revised budget and work statement that is signed and dated by CACH. For the limited purposes of this paragraph only, this paragraph supersedes any provision in this Agreement to the contrary regarding Amendment and Modification.

**6. Disallowance Offset:**

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

**7. Other Funds:**

If the Authority is contributing toward the general contract cost, the Authority shall certify to the CACH that the funds provided under this Agreement do not replace or supplant in any way, federal, state or local funds for already existing services. Authority shall further certify that the services to be provided under this Agreement are not already available without cost. Authority 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.

**8. Term of Contract:**

The term of this Agreement shall be from the date first written above and be a term of one year. Unless terminated by either party in accordance with Sections 9 and 10 of this Agreement, this Agreement shall annually renew.

**9. Termination of Agreement:**

CACH 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 Authority. The Authority 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 d CACH. It is further agreed that in the event payment to d CACH from any funding 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 Authority 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. CACH may, at its option, continue this Agreement in the event of reduced funds through written notice to the Authority of the reduced amount of the funds in a manner consistent with the notice, amount and circumstances of the loss of funds. Notwithstanding the forgoing, CACH may immediately terminate this Agreement if, in

the opinion of CACH, any material adverse condition occurs in Authority's business organization or affairs or in the event of extraordinary circumstances deemed by the CACH to present a clear and present danger to the health or welfare of clients.

#### **10. Actions Related to Termination:**

Upon written notice of termination, except as otherwise directed by CACH, Authority 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 CACH, in the manner, at the times and to the extent directed by CACH, all of the rights, title and interest of Authority under the orders and sub-agreements so terminated, in which case CACH shall have the right in its discretion to settle or pay any or all claims arising out of the termination of such orders and/or 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 CACH, to the extent CACH may require;
- F. Surrender to CACH all finished or unfinished documents, data, studies, photographs, reports and other material prepared by Authority under this Agreement. CACH has the option to retain this material and Authority 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, Authority shall not be relieved of liability to CACH for damages sustained by the CACH in any manner or degree arising from the performance of Authority'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, Authority shall immediately comply with all instructions of the CACH 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 CACH gives notice to the Authority.

#### **11. 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 CACH may, in its sole discretion, suspend, cancel or terminate this Agreement in whole or in part at any time, without payment to Authority except for performance rendered prior to the date of said suspension, cancellation or termination, and Authority shall make no claim for quantum meruit or promissory estoppel. This provision supersedes any provision herein to the contrary.

#### **12. CACH Covenants, Representations and Warranties:**

CACH Covenants, Represents and Warrants that:

- A. the persons signing on behalf of the CACH are authorized to do so;
- B. the CACH is following all applicable Federal and State statutes, rules and regulations governing any and all Federal and State funding of the Agreement;
- C. if the representations in this section should at any time hereinafter become incorrect, the CACH will promptly take steps to correct the noncompliance.

**13. Authority Covenants, Representations and Warranties:**

The Authority Covenants, Represents and Warrants that:

- A. If Authority is a corporation that it is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;
- B. Authority 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;

**14. 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 Authority, its directors, employees or agents or subcontractors arising out of the performance of this Agreement may be considered a breach of this Agreement and CACH, at its sole discretion, may declare this Agreement immediately terminated. This provision supersedes any provision herein to the contrary.

**15. Notice of Non-Compliance:**

If Authority fails to fulfill in a timely or proper manner any of its obligation under this Agreement, or violate any of the terms, provisions or conditions of this Agreement, the CACH may in its sole discretion, as an alternative to exercising any termination procedures provided by this Agreement, issue a written notice of noncompliance to the Authority requiring compliance within a specified and reasonable period of time. If Authority fails to comply within the specified time, the CACH may exercise one or more of the following options:

- A. Provide a written notice of intent to cease payment or services and withhold allowable payments upon termination of Agreement;
- B. Deem such noncompliance as severable and issue a written notice of partial termination as to the term(s), provision(s) or condition(s) of the Agreement for which there is noncompliance. Such partial termination shall not relieve either party of its remaining duties and obligations under this Agreement. Subsequent to the effective date of partial termination by the CACH, appropriate adjustments will be made by CACH in payments to Authority for those services out of compliance;
- C. Issue a written notice of termination pursuant to the termination provision of this Agreement.

**16. Dispute Notification:**

In the event of disputes arising under this Agreement and prior to the initialization of legal action, both parties to this Agreement shall reduce and deliver each and every complaint in writing.

**17. Grievance Procedure:**

Authority shall comply with all CACH policies and procedures as well as all Federal and State statutes, regulations, and administrative bulletins relating to grievance reporting and management.

**18. 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.

**19. 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 CACH and the Authority and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

**20. Insurance:**

Authority will maintain at its sole expense a valid policy of professional liability insurance with a coverage amount standard to the profession. Authority will furnish CACH a certificate of such insurance coverage; and will give CACH prompt written notice of any material change in Authority's insurance coverage. No work may begin under this Agreement until CACH receives said certificate.

**21. Applicable Laws:**

Authority 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.

**22. Assignment and Delegation:**

This Agreement shall not be assigned by the Authority without the express written consent of CACH. Approval of such assignment shall not release or relieve Authority from any liability or obligation to perform under this Agreement nor shall such approval establish any legal relationship between CACH and any other third party and under no circumstances shall CACH be held liable for any act or omission committed pursuant to such an assignment. Authority shall not delegate any of its duties under this Agreement or utilize subcontractors without the express written consent of CACH.

**23. 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 Authority does not comply with a term, provision or condition of the

Agreement, the CACH 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.

**24. Relationship of Parties:**

Authority warrants that Authority is a Pennsylvania Redevelopment Authority and as such is not an employee of CACH. The relationship created by this Agreement is that of an owner and an independent contractor. As an independent contractor, Authority 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 CACH for any federal, state or local taxes, Social Security or other taxes from the amounts to be paid to the Authority by the CACH. Authority further agrees to be solely responsible for the payment and withholding of such taxes. Authority agrees to hold the CACH harmless from the assessment of any and all taxes due and payable by the Authority arising from any compensation received from the CACH. As an independent contractor, Authority is not covered by the CACH's worker's compensation, unemployment, or liability insurance as provided by the CACH to its employees and expressly waives any such coverage.

**25. Conflict of Interest:**

Authority covenants that Authority 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, Authority shall not engage in any activities which could cause a conflict of interest or the appearance thereof.

**26. Confidentiality:**

Authority 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. Authority 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. Authority 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. Authority further agrees that it shall not divulge without the express written permission of the CACH and shall keep confidential any information produced or obtained by it in the course of its performance under this Agreement. Authority agrees that any information produced or obtained in the performance of this Agreement will not be used by Authority, its employees, affiliates or representatives in any way detrimental to the CACH. Authority agrees that it will not, and its representatives will not, disclose to anyone any information relating to the business of the CACH.

**27. Records:**

- A. Authority shall maintain at its principal office or place of business, books, records, documents, correspondence, data and other materials, along with any other evidence

pertaining to the costs and expenses related to this Agreement, to the extent and in such detail as is commercially reasonable and as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs, and expenses of whatever nature for which reimbursement is claimed under the provisions of the Agreement and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Agreement (hereinafter collectively referred to as "the Records"). The Records required under this Section shall be maintained in accordance with generally accepted accounting principles ("GAAP"). Authority agrees to require any permitted contractors, subcontractors, assigns, or agents to comply with the record keeping and retention requirements of this Section.

- B. Authority agrees that at any time during normal business hours and as often as the CACH deems necessary, the CACH, or its authorized representatives, shall have the right to examine, audit and make copies of the Records of the Authority, and its contractors, subcontractors, assigns or agents, at any time during the term of this Agreement and the period set forth in subparagraph "C". Audits conducted under this subparagraph will be at no additional cost to the Authority. Should an audit identify any expenditure which, as determined by the CACH, does not comply with the terms and conditions of this Agreement, money expended in relation to such expenditures will be refunded, with interest, to the CACH by Authority.
- C. Authority shall preserve and make available records for a period of four (4) years from the end of this contract or six (6) years after the final service payment made hereunder, whichever is longer, or for any other longer period of time as may be required by applicable statute. Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this contract as to which exception has been taken by the auditors, shall be additionally retained by Authority until such litigation, claims or exceptions have been disposed.
- D. All fiscal and other records prepared by or in possession of the Authority pursuant to any activity for this contract shall at all times be deemed the property of the CACH and the originals thereof, or copies thereof, permitted by the CACH, shall be available to the CACH at all times during the term of this Agreement and shall be delivered to the CACH at any time directed. In the event of the non-renewal or termination of this Agreement or any part thereof, copies of all such program and clinical records shall be transferred to the CACH at such time and according to such directions as the CACH may issue. CACH may chose but is not obligated to reimburse the Authority for the cost of creating said copies at an agreed upon rate.
- E. During the term of this Agreement, all information obtained by the Authority through work hereunder shall be made available to the CACH immediately upon demand. The CACH, or its authorized representatives, will monitor and inspect the work to be done hereunder and shall have access to all sites and all information or documents relating to the work activities throughout the term of this Agreement.

**28. Reporting: Authority shall submit to the CACH on forms designated by the CACH, information required in conformance of Federal, State, and County laws, ordinances, rules, guidelines and regulations. Authority shall submit any other information as deemed necessary by the CACH 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 CACH auditors and others designated by the CACH.

**29. Programs and Fiscal Audit and Review:**

CACH maintains the right to review and authorize for reimbursement all financial transactions, including transactions between Authority and a third party, which are submitted for reimbursement or which directly contribute to the agreed upon unit charges. In reviewing these transactions, the CACH reserves the right to determine whether any transaction was reasonable and in line with current experience for similar projects; and, if found to be excessive, to disallow reimbursement in whole or in part for any price or fee paid in excess of normal current charges.

**30. Submission of Supportive Materials:**

Immediately upon request, Authority shall deliver to the CACH background material prepared or obtained by the Authority incident to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by Authority 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 Authority during the term of the Agreement and directly related to the services being rendered.

**31. Personnel:**

The Authority 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 CACH, a re-budget will be required and the amount payable under this Agreement to Authority may be reduced by the CACH. Records must be kept documenting the filling of all staff positions.

**32. Americans with Disabilities Act (ADA):**

During the term of this Agreement, the Authority 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 Authority 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 Authority 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. Authority shall include the provisions above in every sub-contract under this Agreement so that such provision binds each sub-contractor.

**33. Nondiscrimination/Sexual Harassment:**

During the term of the Agreement, the Authority 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 Authority, subcontractor or any person acting on behalf of the Authority 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 Authority 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. Authority 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. Authority 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. Authority and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the CACH 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 Authority 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 CACH or the Commonwealth of Pennsylvania Department of General Services' Bureau of Contract Administration and Business Development;
- F. Authority shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor;
- G. CACH 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 Authority in the Contractor Responsibility File.

**34. Drug-Free Workplace Act of 1988 (P.L. 100-690):**

Authority shall certify to the Agency, as a condition precedent, that Authority 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 CACH.

**35. Contractor Responsibility Provisions:**

- A. Authority certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the Authority 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 Authority 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 Authority to terminate such subcontracts or employment.
- C. The Authority agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the Authority's compliance with terms of this or any other Agreement between the Authority and the Commonwealth which result in the suspension or debarment of the Authority. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Authority shall not be responsible for investigative costs for investigations which do not result in the Authority's suspension or debarment.
- D. Authority 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

**36. 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.

**37. 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.

**38. Strict Enforcement:**

The delay or failure of the either party to strictly enforce any provision of this Agreement will not bar the either party from any subsequent enforcement of any right, remedy or legal cause of action.

**39. Covenant Against Referral Fees or Fee-Splitting:**

Authority agrees that no employee, board member, or representative of Authority, either personally or through an agent, shall solicit the referral of clients to any facility in a manner which offers or implies an offer of rebate to persons referring clients, or any other fee-splitting inducements. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives.

**40. Covenant Against Contingent Fees:**

Authority warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial selling agencies maintained by the Authority for the purpose of securing business). For breach or violation of this warranty, the CACH shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the consideration otherwise due under this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**41. Other Contractors:**

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

**42. Equal Employment Opportunity:**

Authority 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. Authority shall take affirmative action to ensure 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. Authority 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.

- A. Authority 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.
- B. Authority 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 Authority.
- C. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Authority 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 Authority 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.

- D. 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 Authority will be unable to meet its obligations under this nondiscrimination clause, Authority shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- E. Authority shall comply with all State and Federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Authority'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 Authority may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed, and remedies invoked.
- F. Authority 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 Authority 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.
- G. Authority shall actively recruit minority sub-contractors or sub-contractors with substantial minority representation among their employees.
- H. Authority shall include the provisions of this nondiscrimination clause in every sub-contract, so that such provisions will be binding upon each sub-contractor.
- I. Authority obligations under this clause are limited to the Authority'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.

#### **43. Equal Opportunity for the Handicapped:**

- A. Authority 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 Authority assures that any benefits, services, or employment, available through the Authority 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. Authority shall include the provisions of sub-paragraph A. above in every sub-contract under this Agreement so that such provision binds each subcontractor.

#### **44. Indemnity**

- A. AUTHORITY and its sureties shall indemnify and hold harmless CACH its officers, agents and employees, from and against all claims, suits or actions at law or equity, damages, losses and expenses, including reasonable attorneys' fees, arising out of, or resulting from, the performance of the work under this Agreement including, without limitation, damage to property and injury to and death of any persons, including employees of the AUTHORITY and shall, if

required by CACH, produce evidence of settlement or other satisfaction of any such claim, suit or action before final payment shall be made by CACH.

- B. CACH and its sureties shall indemnify and hold harmless the AUTHORITY, its officers, agents and employees, from and against all claims, suits or actions at law or equity, damages, losses and expenses, including reasonable attorneys' fees, arising out of, or resulting from, any act or negligence of CACH under this Agreement including, without limitation, damage to property and injury to and death of any persons, including employees of CACH and shall, if required by the AUTHORITY, produce evidence of settlement or other satisfaction of any such claim, suit or action before final payment shall be made by the AUTHORITY.

**45. Designated Representatives:**

CACH reserves the right to authorize any of its officers, employees, representatives or agents to administer this Agreement and exercise its rights under this Agreement.

**46. 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.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized officers.

**ATTEST:**

**CAPITAL AREA OF THE COALITION ON  
HOMELESSNESS**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
signature

\_\_\_\_\_  
Print Name and Title

**ATTEST:**

**REDEVELOPMENT AUTHORITY OF THE  
CITY OF HARRISBURG**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
signature

\_\_\_\_\_  
Print Name and Title

{SEAL}

## **EXHIBIT A: SERVICES SCOPE**

### **Fiscal /Administrative Services:**

- Custodian of CACH records and files
- Fiscal management and custodian of CACH financial activities and records
- Provide Monthly Financial Reports to CACH Treasurer
- Administrative support for CACH Coordinating Committee and General Membership meetings, including preparation of agenda and minutes
- Committee participation and support, as needed, for sub-committees Service Delivery/Data Collection, Housing, Prevention, Planning and Resource Development, and Public Information and Education

### **Planning/Coordination Services:**

- Administration of all CACH grants, including but not limited to HUD CoC HMIS, HUD CoC Planning, Harrisburg City ESG, and Dauphin County HSDF Reports include PIT, HIC, Systems Performance Measures, LSA report and others
- Fiscal management and record keeping of all CACH grants
- Coordination of Activities: Sub-Committees, Coordinated Assessment Development, Coordinated Blueprint Implementation, Expansion of HMIS
- Project Evaluation: Evaluating Projects, APRs, CAPER goals, HUD matrix goals, and comparison over 3 years for adequate analysis of performance
- Project Monitoring Activities: Monitoring HUD SHP and ESG projects, gathering reports, client documents, and site visits as needed
- Participation in the Consolidated Plans: Participating with the City of Harrisburg and Dauphin County in their individual Consolidated Plans as it relates to homeless planning and project renewals
- HUD CoC Application Activities: Coordinating the annual HUD CoC application which includes completing Exhibit 1 and coordinating the review, ranking, and submission of Exhibit 2 applications and renewals



- Developing a CoC System: Network, advertise, utilize ListServe, update website necessary to maintain current and expand relevant stakeholder involvement in a comprehensive CoC system
- HUD Compliance Activities: oversee CoC HUD compliance activities
- Grant Writing for new sources of funds
- Coordinate annual Point-In-Time Survey
- Prepare/Submit to HUD the following annual reports: PIT Survey, CoC Grant Inventory Worksheet, Housing Inventory Chart, Systems Performance Measures, and Longitudinal Systems Analysis

#### HMIS Services:

- Administration of HMIS including managing software vendor contract
- HMIS training of new users and refresher training for existing users
- Provide Technical Support, and Help-Desk services for HMIS users
- Coordinate the Software Setup of new activities
- Promote and support any proposed expansion of HMIS use by new agencies and organizations
- Perform HUD HMIS compliance monitoring of data quality and data completeness
- Monitor HMIS Participating Agencies' compliance with terms of the Agency Partnership Agreement
- Monitor HMIS Participating Agencies' data, Annual Performance Reviews, and provide monthly Data Quality Reports to Agency Directors
- Notify Participating Agency Directors of any deficiency in compliance with HUD guidelines, Agency Partnership Agreement, or HMIS Policies & Procedures