



## County of Luzerne Contract Review Worksheet

Contract Number: <span style="font-size: 1.2em; color: blue;">2015-314</span> <small>(Dept., Division, FY, #)</small>
Authority: <input type="checkbox"/> County Manager Execute <input type="checkbox"/> Council Approval Required

1. Dept. Name / Account: <b>Luzerne Co. Children &amp; Youth</b>		2. Date: <b>3/6/2015</b>	
3. Contract Administrator: <b>Maria Pavlick</b>		4. Phone: <b>570-826-8710</b>	
5. Contract Attributes: <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Personal/Professional Sves <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Original  Bid/RFP Required?    Sole Source Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  Bid/RFP No: Date: Please attach copy of Bid/RFP or justification.	<input type="checkbox"/> Amendment/Change Order  Amendment/Change Order Number:  Contract No: Date: Please attach copies of original/amendments.	
6. Description of Contract: <b>Placement of children in Children &amp; Youth custody</b>			
7. Name of Contractor: <b>PA Child Care, LCC, Operated by Mid-Atlantic Youth Services</b>		8. EIN SSN    -    -	
9. Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Please list County department if other than the department listed on number 1 above.			
10. Effective Date: <b>1/1/2015</b>		11. Termination Date: <b>12/31/2015</b>	
12. Contract Budget: Original Contract Amt: \$ <b>80,800</b> Total of Previous Amendments: \$ Current Amendment: \$ Total Contract Amt \$ <b>80,800</b>		13. Payment Terms: <input type="checkbox"/> Prepaid <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Arrears <input type="checkbox"/> Quarterly <input type="checkbox"/> Fixed <input type="checkbox"/> Progress <input type="checkbox"/> Actual <input type="checkbox"/> Other <input type="checkbox"/> Not To Ex	
14. Source of Funds: <input checked="" type="checkbox"/> Fed/State Grant: % <input checked="" type="checkbox"/> State Allocation: <b>80%</b> <input checked="" type="checkbox"/> County: <b>20%</b> Fed Catalog No: . n/a State Agency: <b>DPW</b>			
15. Fund: <b>920</b> Div Code: <b>70</b> Dept. Code: <b>9200</b> Description Number: <b>560.42</b>		16. Current Approp. Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
17. County Council Agenda Date, if required. Please attach agenda item.			
18. Remarks: <b>Contract Budget-Children and Youth is billed per diem rates. Source of Funds-Federal Funds depends on child eligibility then State and County percentages are determined. Contract amount based on placement costs for 1 child. Secure Treatment \$345.00/day Sex Offenders/Fire Starters \$348.25/day</b>			
19. Signature Route:			
 Contract Administrator <b>3/6/15</b> Dated		 Purchasing Director <b>3-9-15</b> Dated	
 Division Head <b>3/6/15</b> Dated		 County Solicitor <b>3/19/15</b> Dated	



PURCHASE OF SERVICE AGREEMENT  
LUZERNE COUNTY CHILDREN AND YOUTH SERVICES  
AND LUZERNE COUNTY PROBATION SERVICES  
AND PA CHILD CARE, LCC - OPERATED BY: MID-ATLANTIC  
YOUTH SERVICES CORP.

This AGREEMENT is made the 1st day of January, 2015, between Luzerne County Children and Youth Services whose principal place of business is 111 North Pennsylvania Boulevard, Suite 110, Wilkes-Barre, Pa. 18701 and Luzerne County Probation Services whose principal place of business is 20 North Pennsylvania Boulevard, Suite 304, Wilkes-Barre, Pa. 18701 hereinafter referred to as the "County" and PA Child Care, LCC - Operated by: Mid-Atlantic Youth Services Corp. whose principal place of business is 701 Sathers Drive, Pittston, PA, 18640 HEREINAFTER REFERRED TO AS THE "Service Provider" and shall be in force and effect from January 1, 2015 - December 31, 2015 inclusive.

WITNESSETH:

WHEREAS, the Service Provider, when appropriate, is certified and approved by the Pennsylvania Department of Public Welfare to provide child welfare services for Children and Youth and Probation Services, and is desirous in making such services available to the County; and,

WHEREAS, the County has the authority and duty to provide child welfare services to Children and Youth, Probation Services and the Service Provider agrees to comply with the following.

- (a) Section 2168 of the Act of August 9, 1955, P.L. 323, known as the County Code as amended (16) P.S. S2169);
- (b) Article VII and Article IX of the Act of June 1967, P.L. 31, known as the Public Welfare Code, as amended by the Act of July 5, 1976, P.L. 846, No. 148 (62 P.S. Article IV and VII);
- (c) The Juvenile Act, Act of December 6, 1972 (P.L. 1461, No. 333) as amended by the Act of August 3, 1977 (P.L. No. 41);
- (d) Section 405, Act of June 24, 1937, P.L. 2017 (16 P.S. Section 2163 and 62 P.S. Section 2035, respectively), known as the County Institutions District Law;
- (e) Act of November 1976, P.L. 438, No. 124 as amended (11 P.S. Section 2201-2224) known as the Child Protection Service Law;
- (f) Americans with Disabilities Act, 42 USC Section 12101, et. seq.
- (g) Family Medical Leave Act;
- (h) Any and all rules and regulations related to the Integrated Children's Service Initiative through the Department of Public Welfare. The Provider agrees to abide by the principles of service integration including:

- (i) The Adoption Act, 23 PA C.S. Sections 2101-2909, as amended;
- (j) The Adoption and Safe Families Act, P.L. 105-89.

- 1. Providing dependent and delinquent youth with access to behavioral health treatment.
- 2. Delivering behavioral health services through a structural planning process.
- 3. Invoicing for behavioral health treatment through the Medical Assistance Program for children who are MA eligible and accepting the MA rate as full payment.
- 4. Applying for licensure and approval as a Medical Assistance Provider, when appropriate, and drawing all funding from that source.
- 5. Enhancing the quality and monitoring of the delivery of behavioral health treatment to assure successful outcomes.

(I) And any other relevant laws and regulations.

NOW, THEREFORE, the parties intending to be bound hereby agree as follows:

I. General Provisions

- A. This agreement is subject to all applicable provisions of State and Federal law and regulations related to the provision, delivery and funding of child welfare services to Children and Youth and Probation Services.
- B. All program records must be retained for the period of (5) years.
- C. The Service Provider, for and in consideration of the compensation hereinafter set forth, agrees to provide child welfare services to Children and Youth and Probation Services referred to it by the County and accepted by the Service Provider pursuant to a mutually agreed child service plan between the Service Provider and County for each individual child.
- D. When the services being provided are non-placement services, those aspects of this agreement which are specific to placement services are not applicable.

## II. Services

### A. Referral Information and Pre-placement

- (1) Prior to the acceptance of a child, the County shall provide the Service Provider with a family summary, a social summary, and a medical history. Related school information, a signed psychological evaluation, a signed psychiatric evaluation shall be forwarded if available. The County and Service Provider shall mutually develop a child service plan for services from which the County shall provided a Family Service Plan outlining its goals for each child's placement, anticipated length of stay, anticipated post placement plans, and treatment objectives of family involvement.
- (2) When the Service Provider indicated a willingness to consider the child for placement, the County shall cooperate with the Service Provider in arranging a pre-placement visit and/or conference. The participants may include but not limited to the child, parent or guardian, and County caseworker or probation officer. All parties mutually shall develop a written plan to determine responsibilities and define services to be provided by the Service Provider and/or the County.
- (3) When the County receives official notice of acceptance from the Service Provider, the County shall provide the Service Provider with all medical, dental, and other health reports and forms, medical/dental consents, a valid court order, information regarding religious affiliation, and any other pertinent information prior to or upon the date of placement.
- (4) The County shall assist the Service Provider when necessary to provide each child a home for vacations, holidays, and at other designated times during the children's placement. In all cases, unless specifically stated in writing, the Service Provider shall retain responsibility for the child.
- (5) In the event of an emergency or shelter placement, all available records, reports, summaries, and any other pertinent information required by the Service Provider shall be provided by the County within the maximum of 10 working days of date of acceptance.
- (6) The child Service Plan, consistent with the requirements of the regulations promulgated by the Pennsylvania Department of Public Welfare shall be jointly developed by the County and Service Provider within 30 calendar days of the date of placement.

B. Clothing

- (1) The Service Provider shall make available to the County a list of required initial clothing. At the time of placement and at the time of discharge, an inventory shall be made of the child's clothing. Such inventory shall be the basis for determining the liability of the Service Provider and the County for the cost of the child's clothing.
- (2) The County shall be responsible for assuring the availability of the initial basic clothing for the child when placement occurs. If the child does not have a basic wardrobe at the time of placement, the Service Provider, at the discretion of the County, may purchase such initial clothing, at the County's expense, for the child in an amount not to exceed \$150.00. The Service Provider shall invoice the County for the actual cost of the required initial clothing within 60 days of placement.
- (3) It is the responsibility of the Service Provider to maintain appropriate clothing for the child during the time of placement and to insure that the child has available at the time of discharge the equivalency in clothing as the initial clothing provided by the County.
- (4) If for some reason the child's clothing does not leave the Service Provider with the child at the point of discharge, it shall be the responsibility of the Service Provider to make arrangements for returning the child's clothing within 10 working days. During the period of time, the Service Provider is responsible for insuring the availability of such clothing to the County.

C. Medical/Dental

It is the responsibility of the County to furnish to the Service Provider the appropriate Medical Assistance card, or other third party medical insurance coverage in a timely manner.

The County shall be responsible for the payment of medical and dental care not otherwise paid by Medical Assistance, or other third party insurance coverage. All necessary medical and dental care costs not covered by Medical Assistance, or other third party policy, shall require prior County approval. The Service Provider shall submit a written estimate for any uninsured medical and dental expense to the County. Unless the County objects to the expensed within five (5) working days of the receipt of the estimate, the County shall assume responsibility for payment.

In an emergency situation, the above language requiring prior approval shall not apply; however, the Service Provider shall bring the information regarding the emergency event to the attention of the County as soon as the circumstances practicable permit.

In cases where it is mutually agreed that a psychological and/or psychiatric evaluation is needed, the County shall be responsible for the payment to such evaluation with its prior written approval. The Service Provider shall use the alternatives available which will result in the lowest cost to the County.

### III. Reports

#### A. Progress Reports

The Service Provider shall submit to the County a written progress report regarding each youth under this Purchase of Service Agreement in accordance with the Child Service Plan. This report shall present an evaluation of the child's current functioning and include a statement of the Service Provider's treatment goals.

If the County alone assumes the responsibility to provide casework services to the family, then the County shall submit to the Service Provider a written report on the service provided, the family's involvement with the County and any other pertinent information.

The Service Provider and the County jointly shall review each child's situation. In addition, the Service Provider shall be open to visits by authorized County employees, arranged by telephone or letter, for discussion or review of pertinent information, for interviews with the child, with the natural family and foster parent if the child is placed in foster family care. In cases involving a foster family supervised by the Service provider, the County shall arrange for all contacts with the foster family through the staff of the Service Provider. The Service Provider agrees to participate with the County in the development of standards of quality of care.

The Service Provider shall notify the County of the placement location where each child is in residence. Since movement within the Service Provider's system is considered a change in the Individual Program Description (IPD), a child shall not be moved from one location to another, except in emergency situations, without prior approval of the County.

In the case of foster family placement, the County shall have the right to approval of specific families used for its children by the Service Provider.

#### B. Discharge Reports

The Service Provider shall submit to the County a discharge summary within 10 working days following notification of discharge. Pursuant to the discharge, the Service

Provider shall give the County all important documents such as Birth Certificates, Social Security Card, Medical Assistance Card, Court Order, and such similar documents of the child in the possession of the Service Provider.

IV. Transportation

The Service Provider shall be responsible for all transportation costs incurred by it in fulfilling the terms of this contract, except those associated with runaway, which costs are more fully defined in Section V. In the event that any transportation costs are deemed by the Service Provider to be extraordinary, such costs shall be subject to negotiation on a case by case basis between the Service Provider and the County.

Costs of transportation incurred in the fulfillment of the regulation requirements on visitation may be negotiated on a case by case basis and shall be included in the Child Service Plan.

V. Runaway

A. Definition: When a child voluntarily absents himself from the supervision of the Service Provider for a period of at least twenty-four hours, he is to be considered a runaway.

B. Notification: It is the responsibility of the Service Provider to notify all appropriate parties, including the County and police when a child runs away. Such notice shall be given orally to the County within twenty-four hours to be followed by written notice within seventy-two hours. It is also the responsibility of the Service Provider to give appropriate oral and written notice, as defined above, when the child is found or returned to the Service Provider's physical custody.

C. Discharge: When a child is a runaway, the Service Provider shall notify the County Fiscal Officer and continue to provide services to the child for three days from the time the child ran away unless the child is to be considered discharged. When oral notice is given during the three day period that the child is to be considered discharged, the Service Provider is no longer responsible for the child and need not accept the child back into placement. At the end of three days from the initial point the child ran away, the child is to be considered discharged unless the County Fiscal Officer makes arrangements to continue the child in care.

D. Costs of Transportation: When a child who is still in the care of the Service Provider is found within the county or contiguous county in which the location of placement is located, the Service Provider shall be responsible for transportation costs for returning the child. In all other situations, the County shall be responsible for the cost of transportation. If the Service Provider makes arrangements for the use of public

transportation in returning a child who has run away, the County shall be responsible for transportation costs only when it has given prior approval.

VI. Extraordinary Expenses

Special services needed by the child will be discussed by the Service Provider and the County and included in the Child Service Plan where possible. The Service Provider shall be reimbursed for the cost of these services only with the prior written approval from the County.

VII. Discharge

In cases where discharge is requested by either party which is not pursuant to the mutually agreed upon service plan or court ordered removal, thirty days notice is required except in cases of emergency. An emergency is defined as acute behavior which endangers the health or safety of the child or others. Whether a situation is an emergency shall be determined by the Executive Director of the Service Provider. In such cases when immediate discharge is requested, the Service Provider shall provide all reasonable services to protect the child and help the County in the discharge transition.

VIII. Payments

The County, in consideration of the services provided by the Service Provider under this Agreement, shall pay the costs of the services rendered on a per capita or unit of services basis for the first and all subsequent days of care as follows: "SEE ATTACHMENT A".

Billing statements will be rendered to the appropriate County Department by the Service Provider by the fifth working day of the month immediately following the provision of services. Provided that the County has received sufficient State and Federal funding to pay the invoice, the County shall issue payment by the last day of that month. If the Service Provider does not submit the billing statement in a timely manner, the County is not liable for payment until the last day of the succeeding month, provided that the County has received sufficient State and Federal funding to pay the invoice.

With respect to any billing, however, the County reserves the right to withhold payment for any portion of any statement in which it asserts that a discrepancy exists. In such instances, the County may withhold payment only for that portion of the statement with which it disagrees. It shall be the duty of the County to notify the Service Provider at the time of payment of any such disagreements of discrepancies.

The Provider represents and warrants that the rates charged the County are consistent with and not in excess of the uniform rates charged by the Provider to other Counties for similar services.



The Provider represents and warrants that the rates charged the County are equal to or less than the maximum rate of reimbursement as approved by the State.

Notwithstanding the foregoing, in no event shall the payments under this contract exceed \$80800.00. The contract cost shall be split into two 6 month periods. Services rendered between January 1, 2015 – June 30, 2015 shall not exceed \$40400.00. Services rendered between July 1, 2015 – December 31, 2015 shall not exceed \$40400.00.

## IX. Audit Requirements

### (A) Federal Audit Requirements

The Provider must comply with all Federal and State audit requirements including: the *Single Audit Act*, as amended, 31 U.S.C. 7501 et. seq.; Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government, and Non-Profit Organizations*, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the Federal government. If the Provider is a local government or non-profit organization and expends **total Federal awards of \$500,000 or more** during its fiscal year, received either directly from the Federal government or indirectly from a recipient of Federal funds, the Provider is required to have an audit made in accordance with the provisions of OMB Circular A-133.

If the Provider is a For-Profit organization and expends **total Federal awards of \$500,000 or more** during its fiscal year, received either directly from the Federal government or indirectly from a recipient of Federal funds, the Provider is required to have a program-specific audit made in accordance with the provisions of OMB Circular A-133 and in accordance with the laws and regulations governing the programs in which it participates.

### (B) Department of Public Welfare Audit Requirements

(Non-Profit and For-Profit Service Providers must meet the Department of Public Welfare's Audit requirements.)

In the absence of a Federally required audit, the Provider is responsible for the following annual audit requirements which are based upon the program year specified in this agreement.

If in connection with this agreement the Provider expends **\$500,000** or more in **combined State and Federal funds** during the program year specified herein, the Provider is required to have a program-specific audit of those funds made in accordance with generally accepted Government Auditing Standards (The Yellow Book) as published by the Comptroller General of the United States. Where a program specific

audit is not required to meet the Federal requirements, the costs related to the Department's requirement cannot be charged to Federal funding streams.

If in connection with this agreement the Provider expends **less than \$500,000 in combined State and Federal funds** during the program year specified herein, the Provider is required to maintain auditable records of those funds and to provide access to such records by County, Federal and State agencies or their designees.

Information on the content and format of required financial reports and/or any additional compliance requirements specific to this agreement is contained in the terms and conditions of the agreement.

Each contract must list the specific administrative functions/activities that are to be purchased and included in the Total Per Diem and title IV-E Administrative Per Diem rates. These Administrative activities are:

- (a) Per diem development, defined as the administrative time spent by the private foster care provider in completing the budget forms required by OCYF Bulletin 3170-08-01.
- (b) Referral to services, comprised and including the administrative activity when the worker is providing a child or his/her family with requested information about needed services, directing an individual to needed treatment, aid or information: administrative time only and does not include the participation in service delivery or providing a service directly to a client.
- (c) Placement of children, that being the administrative activity of identifying appropriate foster homes, completing necessary paperwork to submit and to review criminal background checks for prospective foster parents, matching of a particular child referred by the County to the private foster care provider with a particular foster family home to meet the child's particular needs, working with foster parents to prepare them to receive specific child.
- (d) Day-to-day administrative case management when foster care agency Worker arranges for services and monitors and assures that services are provided, and scheduling and arranging for appointments for the provision of services for the child in placement; arranging for services and assuring services are provided excludes participating in service delivery/provision or providing a service directly to the client; and supervision of a particular child's adjustment in the foster family home.
- (e) Recruitment, licensing, and approval of foster homes and institutions (including finding, training, approving, monitoring and supervision of the particular home and foster family members).

If the County and a private foster care provider BOTH provide foster family services, language must be included that, there is NO DUPLICATION OF ACTIVITIES by both the County and the private provider workers that are reimbursed with Title IV-E funding

Residential Providers must maintain centrally located documentation regarding:

- (a) Each referral that the provider receives from a county agency (CYS or JPO). The provider must maintain the following information: the date of receipt of referral; the requesting county and agency (CYS or JPO); the name, age and race of the child; presenting primary problem; and whether the child was accepted or rejected for admission to the program and the reason.
- (b) Each child that is discharged from their residential programs. The Provider must maintain the following information; the date of the discharge from the residential program; the county agency (CYS or JPO) that placed the child at the program; the name, age and race of the child; and the reason that the child was discharged from the residential program (including the successful progress of original presenting problem; awol; negative discharge; etc.).
- (c) All arrests by law enforcement regarding children and youth being served by the provider. The Provider must maintain the following information; the date, the county and agency (CYS or JPO) that placed the child at the program, the name; age and race of the child; and reason for arrest by the law enforcement agency.
- (d) All restraints of children/youth served. The Provider must maintain the following information; the date; the county and agency (CYS or JPO) that placed the child at the program, the name, age and race of the child; reason for restraint; intervention attempted by staff prior to restraint; date and time the restraint occurred; type of restraint used; name of employee(s) who performed the restraint; duration of restraint; name of employee(s) who observed the child; and the result of restraint (i.e. injuries incurred by, hospitalization, etc..).

### (C) General Audit Provisions

The Service Provider is responsible for obtaining the necessary audit and securing the services of a Certified Public Accountant or other independent governmental auditor. Federal regulations preclude Public Accountants licensed in the Commonwealth of Pennsylvania from performing audits of Federal awards.

The County reserves the right for County, Federal, or State agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by County, Federal, or State agencies. Any such additional audit work will rely on work already performed by the Service Provider's auditor, and the costs for any, additional work performed by the Federal, State, or County agencies will be borne by those agencies at no additional cost to the Service Provider.

Audit working papers and audit reports shall be retained by the Service Provider's auditor for a minimum of five years from the date of issuance of the audit report, unless the Provider's auditor is notified in writing by the County, the Commonwealth, or the

cognizant Federal agency to extend the retention period. Audit working papers shall be made available upon request to authorized representatives of the County, the Commonwealth, or the cognizant Federal agency.

(D) Period Subject to Audit

A Federally-required audit made in accordance with OMB Circular A-133 encompasses the fiscal period of the provider. Therefore, the period of the Federally-required audit may differ from the official reporting period as specified in this agreement.

(E) Corrective Action Plan

The Provider shall prepare a Corrective Action Plan (CAP) to address all finding of non-compliance or internal control weaknesses disclosed in the audit report. For each finding noted, the CAP should include: a brief description identifying the finding; whether the Provider agrees with the finding; the specific steps to be taken to correct the deficiency or specific reasons why corrective action is not necessary; a time table for completion of the corrective action steps; and a description of monitoring to be performed to ensure that the steps are taken.

(F) Remedies for Non-Compliance with Audit Requirements

The Provider's failure to provide an acceptable audit in accordance with the requirements of this clause may result in the Department's not accepting the report and initiating sanctions against the Provider which may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Withholding or disallowing administrative costs.
- Suspending subsequent contract funding pending compliance.

(G) Audit Procedures For Non-profit, And For-profit Organizations Expending Less Than \$500,000 in Combined State and Federal Funds.

The County reserves the right for County, State, and Federal agencies or their authorized representatives to perform financial and performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the Service Provider will be given advance notice. The Service Provider shall maintain books, records, and documents which support that services provided and fees earned are in accordance with the contract and that the Service Provider has complied with contract terms and conditions. The Service Provider agrees to make available, upon reasonable notice, at the office of the Service Provider, during normal business hours, for the term of this contract and the retention period set forth in this clause, any of the books, records,

and documents for inspection, audit, or reproduction by any State, Federal, or County agency or its authorized representative.

The Service Provider shall preserve all books, records, and documents related to this contract for a period of time which is the greater of five years from the contract expiration date or until all questioned costs or activities have been resolved to the satisfaction of the County, or as required by applicable Federal laws and regulations, which ever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

Records which relate to litigation or the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors, shall be retained by the Provider or provided to the County at the County's option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this contract, the Service Provider may, in fulfillment of his obligation to retain records as required by this clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the County.

The County reserves the right for the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transaction involving Luzerne County. Therefore, PROVIDER hereby grants to the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees reasonable access to any property and/or equipment purchased in whole or in part with Luzerne County funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor contractor, subcontractor or other entity deemed relevant by the Luzerne County Controller and/or Luzerne County Manager. Any party to a purchase, sale, award, contract or other transaction involving Luzerne County must maintain any and all books, records, and documents that relate to purchase, sale, award, contract or other transaction for a period of no less than the later (i) the fifth (5<sup>th</sup>) year following the contract expiration date or (ii) in the event an audit has been commenced within the five (5) year period, the date that Luzerne County expressly states in writing that such books, records, and documents no longer are required to be retained for review, inspection and/or reproduction.

#### (H) Financial Reports

1. In conjunction with the financial and compliance audit, the Provider shall submit information concerning its costs in such a manner as to allow the County to maximize its

receipt of Federal and State money. As part of this process, the Provider shall identify that part of its per diem/unit cost which is an unallowable cost(s) under both PA Code 55, Chapter 3170 (pertaining to State participation in the funding of child welfare services) and P.L. 96-272, Title IV-E (pertaining to Federal participation in the funding of child welfare services).

2. In reporting information, the Provider shall provide costs by purchase category for each service the County purchases from the Provider.
3. In calculating unallowable costs under either PA Code 55, Chapter 3170 or P.L. 96-272, Title IV-E, the Provider, if it does not receive the full cost of care, shall use contributed services in off-setting unallowable costs before computing the amount which it will report to the County. (See Children, Youth and Families Bulletin 3140-02, p. 7).
4. The Provider agrees that it will not use in violation of Federal or State law money received from the County services provided pursuant to this Agreement to pay for the cost of unrelated services provided by the Provider.

#### X. Confidentiality

The Service Provider and the County, their agents and employees shall perform their respective obligations under this agreement in such a manner as to insure that records, names, and identities of persons counseled, treated, or rehabilitated, shall remain confidential, except as disclosure is permitted by law. As between the Service Provider and County and their agents, all information developed pursuant to the fulfillment of the terms of this agreement shall not be considered confidential.

#### XI. Discrimination Clause

In carrying out the terms of this Agreement, both parties agree not to discriminate against any employee or client or other person on account of age, race, color, sex, religious creed, nation origin or physical or mental handicaps. The Service Provider and the County shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission and with all laws prohibiting discrimination in hiring or employment opportunities and the provision of child welfare services.

## XII. Insurance

The Service Provider shall keep in force and maintain public liability, personal liability, property damage and workmen's compensation insurance, insuring the Service Provider, and its agents and employees who may be acting pursuant to this agreement against any and all claims which may arise out of the Service Provider's performance under the terms, conditions and provisions of this Agreement. The Service Provider is required to provide evidence of these coverages at the time this agreement is signed.

### A. General Liability Insurance

- (1) Limits of Liability \$1,000,000 in aggregate and per occurrence.
- (2) Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

### B. Worker's Compensation and Employer's Liability Insurance

- (1) Limits of Liability: Worker's Compensation – Statutory Limits.  
Employers' Liability: Statutory Limits.
- (2) Other States' Coverage and Pennsylvania endorsement.

### C. Automobile Liability

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owner, non-owned and hired vehicles.

### D. Professional Liability Insurance

- (1) Limit of Liability: \$1,000,000 by claim and in the aggregate.
- (2) Coverage for occurrences happening during the performance of services required under this agreement

shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" for up to a two year period of exposure.

All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. The County prefers that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) calendar days before work is begun. If the term of this contract coincides with the term of the Service Provider's insurance coverage, a Certificate from the expiring policy will be accepted, but a certificate evidencing renewed coverage or a new policy must be presented to the County no later than thirty (30) days after effective date of the policy.

Each policy and Certificate of Insurance shall contain: an endorsement naming the County as additional insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the County in the event coverage is canceled or non-renewed or limits or coverage reduced.

If the Service Provider desires to self insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self insurance has received all the approvals required by law or regulation, as well as the most recent audited financial statement of the Service Provider's insurance. Any coverage which is self insured shall provide the same coverage, limits and benefits as the coverages listed in this section.

If the Service Provider fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

#### E. Subcontractors

Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this agreement.

### XIII. Hold Harmless Provision – Indemnification

It is understood that the Service Provider is an independent contractor in respect to its performance under this Agreement, and shall assume all risks and responsibilities for losses of every description in connection with service which can be attributed either directly or indirectly to the Service Provider.



The Service Provider agrees to indemnify, defend and hold harmless the County, its agents and employees for or on account of any damages or loss, including the cost of litigation or legal counsel resulting from the actions of the Service Provider in fulfilling the terms of this Agreement.

The Service Provider hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities or delay or default which cannot reasonably be foreseen or provided against.

#### Pennsylvania Department of Public Welfare Certification

The Service Provider, in writing, shall notify the County within five working days of any loss of the Pennsylvania Department of Public Welfare certification for any of the services being provided to the County.

#### Assignment

The Service Provider shall not assign any part of this Agreement without prior written approval of the County.

#### Modification

This document, and all attachments which have been incorporated by reference, contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended. Any alteration must be reduced to writing and signed by the parties to this Agreement.

Any alteration, variation, modification or waiver of a provision of this Agreement shall be valid only when reduced to writing, duly signed by the parties of this Agreement, and attached to the original of the Agreement.

#### Debarment

1. Contractor certifies that it is not currently under suspension or debarment by the Commonwealth, any other State, or the Federal government, and if the contractor cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.
2. If contractor enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or Federal

government or who become suspended or debarred by the Commonwealth or Federal government during the term of this contract or any extension or renewals thereof, the Commonwealth shall have the right to require the contractor to terminate such subcontracts or employment.

3. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the contractor's compliance with terms of this or any other agreement between the contractor and the Commonwealth which result in the suspension or debarment of the contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses, and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations which do not result in the contractor's suspension or debarment.
4. The contractor may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125

Telephone No. (717) 783-6472  
FAX No. (717) 787-9138

#### Termination

If either party shall fail to fulfill in a timely or proper manner its obligations under this Agreement, or if either party shall violate any of the covenants or stipulations of this Agreement, the party injured thereby shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination.

In the event of termination, all finished or unfinished documents, data, studies, photographs and reports or other materials prepared by the Service Provider under this Agreement shall, at the option of the County, become its property, and the Service Provider shall be entitled to receive compensation for any satisfactory work completed on documents and other materials.

All contractual matters relating to the provision of the Service Provider shall, upon termination by either party, be settled within thirty (30) days of the date of termination by the rendering of a bill marked "final bill" by the Service Provider to the County.

This Agreement may be terminated by the County immediately in the event Provider is (i) precluded from participation in any program of the Commonwealth of Pennsylvania, including the Commonwealth of Pennsylvania's Medical Assistance Program, (ii) excluded from participation in any Federal health care programs and/or (iii) excluded from receiving State or Federal contracts or subcontracts or from receiving certain financial or nonfinancial State or Federal assistance or benefits.

Performance of the Agreement is conditioned upon the availability of State and/or Federal funds. The unavailability of such funds shall automatically terminate this Agreement or any extension thereof and render it void without consequence of liability to the County.

In the event that the Pennsylvania Department of Welfare changes its method of reimbursing counties for purchased services, this Purchase of Service Agreement will be renegotiated. The Agency agrees to notify the Provider thirty (30) days in advance of such action.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereby set their hands and seals, causing this Agreement to be executed and legally binding.

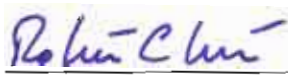
Service Provider

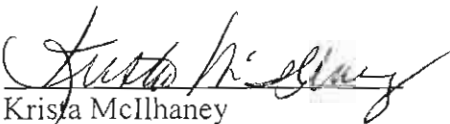
By:

  
\_\_\_\_\_  
Director/CEO C.F.O.

  
\_\_\_\_\_  
Secretary C.F.O.

Luzerne County:

  
\_\_\_\_\_  
Robert C. Lawton  
County Manager

  
\_\_\_\_\_  
Krista McIlhaney  
Luzerne County Children and Youth Services

**ATTACHMENT A**  
**PAYMENT SCHEDULE**

**Cost of Care for January 1, 2015 through December 31, 2015**

**Provider Name:** PA Child Care, LCC - Operated by: Mid-Atlantic Youth Services Co

<b><u>Service Description:</u></b>	<b><u>Per Diem Rate:</u></b>
Secure Treatment	\$345.00 /day
Sex Offenders/Fire Starters	\$348.25 /day

During temporary leaves of children authorized by the County Agency due to (1) vacations, (2) visits with own parents, relatives, or Agency approved setting, (3) hospitalization, the County Agency shall pay the full per diem rate not to exceed 3 days. Temporary leaves exceeding 3 days, must be approved in writing by the Fiscal Officer.

With prior approval from the Fiscal Officer, the County shall pay the full per diem rate for unauthorized leave, not to exceed 3 days.

Authorized leave for pre-placement visits between two Service providers, the County agrees to pay 1/2 the per diem rate to each Provider for the length of the visit.

Notwithstanding any other term of this Agreement, the payments to be made to the Provider under this Agreement shall not exceed \$80,800.00 (the "CAP"). Luzerne County shall, from time to time, review the expenditures pursuant to this Agreement and shall make projections as to whether such expenditures warrant any increase or decrease to the CAP. In the event that Luzerne County shall determine that an increase or decrease is warranted, it shall notify the provider of this determination in writing, whereupon the CAP shall be automatically increased or decreased as set forth in the notice without the necessity of any further action by the parties.

The contract cost will be split into two 6 month period

Services rendered between January 1, 2015 - June 30, 2015 shall not exceed	\$40,400.00
Services rendered between July 1, 2015 - December 31, 2015 shall not exceed	\$40,400.00

## Provider Contact Update Form

We are updating our contracting process, in order to provide a more seamless execution, we would like if you could provide us with your point of contact for any contracting questions/inquiries.

Please make sure the contact name and address is the person receiving the contracts.

Provider Name: Mid-Atlantic Youth Services, Corp.

Provider Contact Name: Patrick Owens

Provider Contact Address: 701 Sathers Dr.

Provider Contact City, State, Zip: Pittston, Pa 18640

Provider Contact Phone: 570-883-1803

Provider Contact Email: powens@midatlanticyouth.com  
tohara@midatlanticyouth.com

If your agency experiences any changes with this contact, please email Maria Pavlick at [maria.pavlick@luzernecounty.org](mailto:maria.pavlick@luzernecounty.org) with updated information.

Thanks for your help!



# CERTIFICATE OF LIABILITY INSURANCE

DATE: (MM/DD/YYYY)  
5/23/2014

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

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

PRODUCER Eastern Insurance Group 613 Baltimore Drive Wilkes Barre PA 18702-7980	CONTACT NAME: Bonnie McDaniels
	PHONE (A/C No. Ext): (570) 819-2000 FAX (A/C No.): (570) 819-4000 E-MAIL ADDRESS: bmcDaniels@easterninsurancegroup.com
INSURED Mid Atlantic Youth Services Corp 701 Sathers Dr Pittston PA 18640	INSURER(S) AFFORDING COVERAGE
	INSURER A: Scottsdale Ins Co
	INSURER B: National Casualty Company
	INSURER C: Synergy Comp Insurance Company
	INSURER D:
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1452317869 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				5/24/2014	5/24/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liab						PERSONAL & ADV INJURY \$ 1,000,000
	Claims Made-Retro 5/24/14						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY				5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				5/1/2014	5/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below.						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Misconduct (claims made basis)				5/24/2014	5/24/2015	Each Victim \$1,000,000
							Policy Period Limit \$1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Luzerne County  
Luzerne County Children & Youth  
111 N. Pennsylvania Blvd.  
Wilkes-Barre, PA 18701

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

AUTHORIZED REPRESENTATIVE

Bonnie McDaniels/BMCD

# CERTIFICATE OF COMPLIANCE

This Certificate is hereby granted to MID ATLANTIC YOUTH SERVICES, CORP.

To operate PA CHILDCARE

Located at 701 SATHERS DRIVE, GRIMES INDUSTRIAL PARK, PITTSBURGH, PA 15201

ADDRESS OF SATELLITE SITE \_\_\_\_\_ ADDRESS OF SATELLITE SITE \_\_\_\_\_

ADDRESS OF SATELLITE SITE \_\_\_\_\_ ADDRESS OF SATELLITE SITE \_\_\_\_\_

ADDRESS OF SATELLITE SITE \_\_\_\_\_ ADDRESS OF SATELLITE SITE \_\_\_\_\_

To provide Secure Care

The total number of persons which may be cared for at one time may not exceed 48  
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.

(MAXIMUM CAPACITY)

Restrictions: \_\_\_\_\_

This certificate is granted in accordance with the Public Welfare Code of 1967, P.L. 31, as amended, and Regulations

55 Pa. Code Chapter 3800: Child Residential and Day Treatment Facilities

(MANUAL NUMBER AND TITLE OF REGULATIONS)

and shall remain in effect from September 8, 2014 until September 8, 2015  
unless sooner revoked for non-compliance with applicable laws and regulations.

No: 204100

*Robert E. Robinson*

ISSUING OFFICER

*Robert E. Robinson*  
ACTING DIRECTOR

NOTE: This certificate is issued for the above site(s) only and is not transferable  
and should be posted in a conspicuous place in the facility

# CERTIFICATE OF COMPLIANCE

This Certificate is hereby granted to MID ATLANTIC YOUTH SERVICES, CORP.  
LEGAL ENTITY

To operate PA CHILDCARE  
NAME OF FACILITY OR AGENCY

Located at 701 SATHERS DRIVE, GRIMES INDUSTRIAL PARK, PITTSBURGH, PA 15204  
(COMPLETE ADDRESS OF FACILITY OR AGENCY)

ADDRESS OF SATELLITE SITE

ADDRESS OF SATELLITE SITE

ADDRESS OF SATELLITE SITE

To provide Secure Care

The total number of persons which may be cared for at one time may not exceed 12  
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.  
(MAXIMUM CAPACITY)

Restrictions: \_\_\_\_\_

This certificate is granted in accordance with the Public Welfare Code of 1967, P. L. 31, as amended, and Regulations

55 Pa. Code Chapter 3800: Child Residential and Day Treatment Facilities  
(MANUAL NUMBER AND TITLE OF REGULATIONS)

and shall remain in effect from September 8, 2014 until September 8, 2015  
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **207860**

*Robert E. Robinson*  
ISSUING OFFICER

*Mark J. [Signature]*  
ACTING DIRECTOR

NOTE: This certificate is issued for the above site(s) only and is not transferable and should be posted in a conspicuous place in the facility.



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Mid-Atlantic Youth Services Corp.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>701 Sathers Drive</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Pittston Twp., PA 18640</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>2/20/15</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

NOTIFICATION OF APPLICABILITY  
SINGLE AUDIT ACT  
OMB CIRCULAR A-133  
FISCAL YEAR: 2014-2015

(Check the appropriate line)

  X   I/we are not subject to the provisions of the Single Audit Act & OMB Circular A-133.

           I/we are subject of the provisions of the Single Audit Act & OMB Circular A-133. Copies of the appropriate audit(s) will be submitted to Luzerne County Children and Youth Services in compliance with the Provisions of the Act and our Agreement(s).

Agency: Mid-Atlantic Youth Services, Corp.

  
(Signature-Authorized Representative)

Chief Financial Officer  
(Title-please print or type)

2-20-15  
(Date)



**Mid-Atlantic Youth Services, Corp.**  
*Inspiring brighter futures*

Mid-Atlantic Youth Services (Operator/Manager of Pa Child Care) is a for profit company and is not required to file Form 990 – Return of Organization Exempt from Income Tax form.



**Mid-Atlantic Youth Services, Corp.**  
*Inspiring brighter futures*

Mid-Atlantic Youth Services (Operator/Manager of Pa Child Care) provides all initial clothing for youth placed in facility.