

No. 18-2574

**United States Court of Appeals
for the Third Circuit**

SHARONELL FULTON, ET AL.,

Plaintiffs-Appellants,

v.

CITY OF PHILADELPHIA, ET AL.,

Defendants-Appellees.

On Appeal from the U.S District Court for the
Eastern District of Pennsylvania,
No. 2:18-cv-02075-PBT (Hon. Petrese B. Tucker, U.S.D.J.)

JOINT APPENDIX VOL. 3, pp. Appx.0826-1191

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TABLE OF CONTENTS

Page

Joint Appendix Volume 1

1. Dkt. 55, Notice of Appeal	1
2. Dkt. 53, Order, <i>Sharonell Fulton, et al. v. City of Philadelphia, et al.</i> (E.D. Penn. July 13, 2018)	4
3. Dkt. 52, Memorandum, <i>Sharonell Fulton, et al. v. City of Philadelphia, et al.</i> (E.D. Penn. July 13, 2018)	6

Joint Appendix Volume 2

4. District Court Docket Sheet.....	70
5. Preliminary Injunction Hearing Transcript (June 18, 2018)	84
6. Preliminary Injunction Hearing Transcript (June 19, 2018)	269
7. Preliminary Injunction Hearing Transcript (June 21, 2018)	480

Joint Appendix Volume 3

8. Dkt. 13-3: Declaration of James Amato.....	826
9. Attachment B.....	837
10. Attachment C.....	842
11. Attachment D	846
12. Attachment E.....	855
13. Attachment F.....	858
14. Attachment G	863
15. Attachment H	866
16. Attachment I.....	869
17. Attachment J	876
18. Attachment K	883
19. Attachment L.....	893
20. Attachment M.....	896
21. Attachment N	898
22. Attachment O	906
23. Attachment P.....	911
24. Attachment Q	913
25. Attachment R.....	915
26. Attachment S.....	937
27. Attachment T.....	940
28. Attachment U	963
29. Attachment V.....	973

30.Attachment W.....	980
31.Dkt. 13-12: Declaration of Sharonell Fulton	991
32.Dkt. 13-13: Declaration of Cecelia Paul	995
33.Dkt. 13-14: Declaration of Toni Lynn Simms-Busch	998
34.Dkt. 13-11: Declaration of Doe Foster Mother #1	1002
35.Plaintiffs’ Exhibit 9 (Human Relations Commission Letter, May 7, 2018)	1009
36.Plaintiffs’ Exhibit 13 (Law Department Letter, May 7, 2018)	1011
37.Plaintiffs’ Exhibit 14 (City’s website)	1015
38.Plaintiffs’ Exhibit 15 (Foster Care Contract)	1018
39.Plaintiffs’ Exhibit 18 (Second Chance website).....	1140
40.Plaintiffs’ Exhibit 19 (<i>Philadelphia Inquirer</i> article)	1141
41.Dkt. 46-1: Supplemental Declaration of James Amato	1149
42.Dkt. 20-6: Declaration of Cynthia Figueroa	1152
43.Dkt. 20-1: Declaration of Kimberly Ali*	1160
44.Defense Exhibit 1 (Email from Amato to Figueroa)	1174
45.Defense Exhibit 2 (Email from Janiszewski to Windham).....	1175
46.Dkt. 20-9: Defense Exhibit 3-B (Fiscal Year 2019 Award Letter).....	1177
47.Defense Exhibit 5 (Text messages between Ali and Black).....	1181
48.Dkt. 36: Defense Letter, June 21, 2018	1184
49.Dkt. 40: Plaintiffs’ Letter, June 25, 2018	1186
50.Dkt. 47: Defense Letter, June 29, 2018	1190

Joint Appendix Volume 4 (Sealed)

51. Declaration of Kimberly Ali	1192
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* For an unredacted version of Ms. Ali’s declaration and attachments see Joint Appendix Volume 4 (filed under seal).

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SHARONELL FULTON, CECELIA
PAUL, TONI LYNN SIMMS-BUSCH,
and CATHOLIC SOCIAL SERVICES,

Plaintiffs,

v.

CITY OF PHILADELPHIA,
DEPARTMENT OF HUMAN
SERVICES FOR THE CITY OF
PHILADELPHIA, and
PHILADELPHIA COMMISSION ON
HUMAN RELATIONS,

Defendants.

Civil Action No. 18-cv-2075

Assigned to the Honorable
Judge Tucker

DECLARATION OF JAMES AMATO

1. My name is James Amato. I am over the age of 21 years old and capable of making this declaration pursuant to 28 U.S.C. § 1746. I have not been convicted of a felony or been convicted of a crime of dishonesty. I have personal knowledge of all the contents of this declaration.

2. The City of Philadelphia is facing a crisis because of the acute shortage of qualified families available to care for the thousands of vulnerable children who have been removed from abusive or neglectful homes and placed in foster care. The City relies on private foster agencies to help fill this shortage. In March of this year, the City sent out an “urgent” call that 300 additional families are needed for fostering.

3. Catholic Social Services exists to help fill this need. For over 100 years, the Archdiocese of Philadelphia has worked to provide loving foster homes for needy children. This continues today through the work of Catholic Social Services (CSS), a non-profit religious corporation under the auspices of the Archdiocese. CSS has contracted with the City on an annual basis for over 50 years. On an average day, Catholic Social Services serves more than 120 children in foster care, and it supervises around 100 different foster homes.

4. Through its contract with the City, CSS placed these children in loving foster homes—many of whom have worked exclusively with CSS for decades. CSS also provides ongoing support to its foster families. In all this time, the City has never suspended referrals to Catholic Social Services as long as CSS had homes available, nor has it sought to either construe the contract to require CSS to do home studies for same-sex couples or to enforce such a construction against Catholic Social Services. A true and correct copy of this contract is included as Attachment A.

5. There are 28 state-licensed agencies who partner with the City to provide additional services to foster children. Of those agencies, eight obtained additional competitive contracts with the City to also serve as a Community Umbrella Agency (CUA), an entity that works to try to help at-risk children stay in their homes where such an option would be possible and safe for the child. If that option is not available, the CUA refers the child to be placed in foster care. Of the select agencies in the City who obtained additional competitive contracts to serve foster children and families, the City ranked CSS as the second highest of all agencies.

6. Foster care services involve placing children with foster families who have already undergone extensive interviews and home studies by social workers at the agency. The agency makes a determination whether a particular foster family would be an appropriate family to care for foster children. After these interviews, home studies, and evaluations, an agency may provide a written certification endorsing a specific foster family to care for foster children, including thorough analysis and a written endorsement of any relationships of the foster parents. No same-sex couple has ever requested CSS to provide such a written certification for foster care services.

7. State law does not prohibit foster agencies from declining to perform a home study, nor from referring families to another licensed agency to perform a home study. And in fact, foster care agencies have referred families to other agencies regularly for a number of secular reasons including 1) geographic constraints, such as proximity of an agency to the child's biological home or current school, 2) the expertise of an agency for particular medical needs, 3) the expertise of an agency to address particular behavioral issues, 4) agencies focused on finding foster placements for pregnant youth, and 5) the expertise of an agency focused on homes under the City's "kin care" program. Some agencies also specialize in finding families who want to foster LGBT youth, including an agency located in suburbs near Philadelphia. Other agencies specialize in placing Native American children with families of Native American lineage.

8. Because of its religious mission, CSS would also refer a family to one of over two dozen nearby agencies if providing a written certification for that family would violate CSS's religious beliefs. In fact, four such agencies are located within two miles of CSS's downtown office. Catholic Social Services has provided foster services consistent with its religious beliefs, without complaint, as long as it has been operating.

9. On March 15, in response to a newspaper article discussing Catholic Social Services' religious beliefs, the City abruptly cut off foster care referrals to CSS, and has threatened to make it impossible for CSS to continue contracting with the City to provide these services as of June 30, 2018. Only two religious foster care agencies have been subject to contract suspensions by the City, even though a number of other religious groups operate foster care agencies.

10. Also on March 15, the Philadelphia City Council passed a resolution alleging that some foster service providers prohibit the placement of children with LGBTQ people based on religious principles and calling for an investigation. A true and correct copy of this resolution is included as Attachment B. Catholic Social Services has provided foster services consistent with its religious beliefs, without complaint, as long as it has been operating.

11. On March 16, the Commission on Human Relations (Commission) sent a letter to Catholic Social Services, to which CSS later responded. A true and correct copy of the Commission's letter is included as Attachment C; a true and correct copy of Catholic Social Services' response is included as Attachment D. On March 27, the

Operations Director at the City's Department of Human Services (DHS), sent an email to other foster agencies in Philadelphia forbidding them from referring any additional foster intakes to Catholic Social Services. A true and correct copy of this email is included as Attachment E.

12. On May 7, the Commission and the City's Law Department responded to Catholic Social Services' April 18th letter (Attachment D), defending the City's actions and stating that CSS would face subpoenas and further adverse actions under the contract in 10 days. True and correct copies of these letters are included as Attachments F and G, respectively.

13. If the City persists in these actions, the consequences will be severe. Currently, CSS has about 26 available spots for foster children in need of a home, and this number is projected to increase to about 35 spots by the end of June 2018. Additionally, about a dozen foster homes currently sit completely empty because CSS cannot receive any referrals, and therefore cannot place any children with these loving parents. The number of foster parents, like Mrs. Paul, who are willing and anxious to care for foster children but are unable to do so at all because of the City's actions, will increase to about 20 by the end of June. This number is expected to accelerate quickly if the City's actions continue, as CSS on average would receive about 9 additional referrals from the City every month prior to the current referral freeze.

14. If the City makes renewal of the contract impossible on June 30, then many current placements will be in jeopardy. Children who are already at a

vulnerable point in their lives stand to have those lives disrupted again, since their foster parents are certified and supported by CSS and cannot automatically receive foster placements and support from another agency.

15. The City's current actions are resulting in placements being made that are not in the best interest of children. A court has already had to order the City to place a child with the former foster mother of that child—a mother working with CSS. And right now, an urgent situation is ongoing where the City is refusing to place a special needs child, referred to as Doe Foster Child #1, with his former foster mother named Doe Foster Mother #1, even though no other permanent home for the child is currently available and the child is languishing in temporary respite homes. Included as Attachment H is a true and correct copy of the email a social worker at Catholic Social Services sent seeking to resolve this situation. My understanding is that under normal circumstances, Doe Foster Child #1 would have been placed with his former foster mother almost immediately after he was removed from the other home due to an emergency, and no court order or court determination would have been necessary since she was the only permanent home available. The CUA assigned to Doe Foster Child #1 has expressed the position that it would be in Doe Foster Child #1's best interest to return to Doe Foster Mother #1's care, as she is prepared to adopt Doe Foster Child #1. I am aware that the Child Advocate with the Philadelphia Defender Association assigned to Doe Foster Child #1's case has also expressed her opinion that the child should be returned to Doe Foster Mother #1's care. Yet DHS is still resisting

this outcome. The reason DHS provided to Doe Foster Child #1's social worker for denying the placement was the City's current dispute with Catholic Social Services.

16. I am aware of multiple additional children who have been referred elsewhere when CSS families should have been the preferred placement for those children as a result of the City's freeze on referrals to CSS.

17. If the City continues refusing to refer children to CSS, or if the City fulfills its threat to permanently end CSS's foster care service to Philadelphia children on June 30th, CSS will probably have to close its foster program and immediately lay off the staff involved in this program. Relying on its contract with the City, CSS has hired 15 staff members dedicated exclusively to its foster services program and has budgeted and raised funds designed to supplement the City's funding for foster care. Were CSS forced to close this program, CSS would also lose the network of foster families it has carefully cultivated over the years. Restarting this program later from scratch would be incredibly difficult, and likely impossible.

Even if a new contract were not signed by June 30th, however, CSS could continue operating under the current contract if referrals resume. It is commonplace for CSS to continue operating under an old contract in agreement with the City until a new contract could be drafted and signed. True and accurate signature pages from prior contracts showing the date of ratification are included as Attachment I.

18. Attachment J is a true and correct copy of an article entitled *Chaput edict draws mixed reviews; Kenney calls it 'not Christian'*, visited on June 4, 2018,

and available at [http://www.philly.com/philly/news/20160707 Chaput edict draws mixed reviews Kenney calls it not Christian .html](http://www.philly.com/philly/news/20160707_Chaput_edict_draws_mixed_reviews_Kenney_calls_it_not_Christian_.html).

19. Attachment K is a true and correct copy of an article entitled *Jim Kenney's Long War with the Archdiocese*, visited on June 4, 2018, and available at <https://www.phillymag.com/citified/2015/07/09/jim-kenney-catholic-archdiocese-charles-chaput/#Ipkpzv0aRJyCyIrL.99>.

20. Attachment L is a true and correct copy of an article entitled *Project Discovery by Crossroads*, last visited on June 4, 2018, and available at <http://crossroadsprograms.org/wp-content/uploads/2016/07/Project-Discovery-Brochure.pdf>.

21. Attachment M is a true and correct copy of an article titled *Crossroads Programs Inc: LGBTQ Focused Services*, last visited on June 4, 2018, and available at <https://www.mightycause.com/organization/Crossroads-Programs>.

22. Attachment N is a true and correct copy of an article titled *Local Organization Seeks Foster Parents for LGBTQ Youth*, list visited on June 4, 2018, and available at <https://www.phillymag.com/g-philly/2014/05/28/local-organization-seeks-foster-parents-lgbtq-youth/>.

23. Attachment O is a true and correct copy of an article titled *N.J. Youth Agency Looks to Match LGBT Adults, Teens*, last visited on June 4, 2018, and available at <http://www.epgn.com/news/regional/7396-25314381-nj-youth-agency-looks-to-match-lgbt-adults-teens>.

24. Attachment P is a true and correct copy of a website titled *Mother/Baby Host Home*, last visited on June 4, 2018, and available at <https://www.pammentor.com/who-we-serve/children-and-families/motherbaby-host-home/>.

25. Attachment Q is a true and correct copy of a website titled *Therapeutic Foster Care*, last visited on June 4, 2018, and available at <https://www.pammentor.com/who-we-serve/children-and-families/therapeutic-foster-care/>.

26. Attachment R is a true and correct copy of a document titled *Pennsylvania Indian Child Welfare Handbook*, last visited on June 4, 2018, and available at <http://www.pacwrc.pitt.edu/ICWA/Indian%20Child%20Welfare%20Handbook.pdf>.

27. Attachment S is a true and correct copy of a website titled *Welcome to Rainbow Adoptions*, last visited on June 4, 2018, and available at <http://www.cotraic.org/adopt.html>.

28. Attachment T is a true and correct copy of a document titled *Quarterly Indicators Report*.

29. Attachment U is a true and correct copy of an article titled *Philly halts foster placements with 2 faith-based agencies shutting out LGBT couples*, last visited on June 4, 2018, and available at <https://whyy.org/articles/philly-halts-foster-placements-2-faith-based-agencies-shutting-lgbt-couples/>.

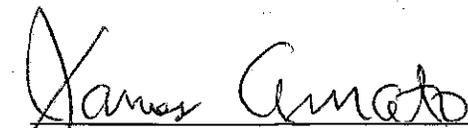
30. Attachment V is a true and correct copy of testimony entitled *Education Interrupted: How We Are Failing Our Children in Residential Placements*, last visited on June 4, 2018, and available at <https://www.elc-pa.org/wp->

[content/uploads/2018/05/ELC-Testimony-Before-City-Council-Re-Residential-Placements-May-17-2018.pdf](#).

31. Attachment W is a true and correct copy of an article entitled *Two foster agencies in Philly won't place kids with LGBTQ people*, last visited on June 4, 2018, and available at <http://www.philly.com/philly/news/foster-adoption-lgbtq-gay-same-sex-philly-bethany-archdiocese-20180313.html>.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 4, 2018.


James Amato

Attachment B

City of Philadelphia



Council of the City of Philadelphia
Office of the Chief Clerk
Room 402, City Hall
Philadelphia

(Resolution No. 180252)

RESOLUTION

Authorizing the Committee on Public Health and Human Services to investigate Department of Human Services' policies on contracting with social services agencies that either discriminate against prospective LGBTQ foster parents or allow non-LGBTQ foster parents to discriminate.

WHEREAS, Currently, approximately 700 children in Philadelphia are residing in group home placements, and according to the Philadelphia School Notebook more than 8,000 children were in foster care at some point during 2016; and

WHEREAS, In March 2018 the Department of Human Services announced its first major recruitment of foster parents in more than a decade—putting out an urgent call for 300 parents which included specific appeals to the LGBTQ community—to help move children from group homes into family settings; and

WHEREAS, The Department of Human Services currently has contracts with several social service providers for foster care placement and adoption services which were collectively reimbursed by the City for \$3 million in 2017; and

WHEREAS, According to Section 14.1 of the City of Philadelphia Professional Services Contract, providers “shall not discriminate or permit discrimination against any individual because of race, color, religion, ancestry or national original, sex, gender identity, sexual orientation, age or disability”; and

WHEREAS, At least two of these providers have policies that prohibit the placement of children with LGBTQ people based on religious principles, although the City of Philadelphia has laws in place to protect its people from discrimination that occurs under the guise of religious freedom; and

WHEREAS, The Fair Practices Ordinance is the City's local anti-discrimination law, enacted in 1963 to prohibit discrimination in Philadelphia in employment, housing, and

City of Philadelphia

RESOLUTION NO. 180252 continued

places of public accommodation in addition to covering over 16 protected categories such as race, religion, national origin, age, sex, disability, sexual orientation, and gender identity; and

WHEREAS, Any agency which violates City contract rules in addition to the Fair Practices Ordinance should have their contract with the City terminated with all deliberate speed; and

WHEREAS, The Department should also conduct a thorough review of its contracts with all of its 26 foster care agencies to ensure that providers are adhering to anti-discrimination policies as they pertain to the City's protected classes, now, therefore, be it

RESOLVED, BY THE COUNCIL OF THE CITY OF PHILADELPHIA, That it hereby authorizes the Committee on Public Health and Human Services to investigate Department of Human Services' policies on contracting with social services agencies that either discriminate against prospective LGBTQ foster parents and allow non-LGBTQ foster parents to discriminate against children.

City of Philadelphia

RESOLUTION NO. 180252 continued

City of Philadelphia

RESOLUTION NO. 180252 continued

CERTIFICATION: This is a true and correct copy of the original Resolution, Adopted by the Council of the City of Philadelphia on the fifteenth of March, 2018.

Darrell L. Clarke
PRESIDENT OF THE COUNCIL

Michael A. Decker
CHIEF CLERK OF THE COUNCIL

Introduced by: Councilmembers Bass, Green, Gym and Parker

Sponsored by: Councilmembers Bass, Green, Gym, Parker, Reynolds Brown, Jones, Blackwell, Greenlee, Squilla, Oh and Johnson

Attachment C



CITY OF PHILADELPHIA

COMMISSION ON HUMAN RELATIONS
601 Walnut Street, Suite 300 South
Philadelphia, PA 19106
Telephone (215) 686-4670
Fax (215) 686-4684

THOMAS H. EARLE, ESQUIRE
Chairperson

RUE LANDAU, ESQUIRE
Executive Director

March 16, 2018

RECEIVED
MAR 20 2018

Reverend John J. McIntyre
Board President
Catholic Social Services
Auxiliary Bishop, Archdiocese of Philadelphia
222 North 17th Street, 3rd Floor,
Philadelphia, PA 19103

We are writing in response to the March 13, 2018 Philadelphia Inquirer article, *Two Foster Agencies in Philly Won't Place Kids with LGBTQ People* that indicated Catholic Social Services (CSS) is denying services to same sex couples, and other individuals in the lesbian, gay, bisexual, transgender, and Queer (LGBTQ) community.

The Philadelphia Commission on Human Relations (PCHR) is the city agency charged with enforcing the anti-discrimination laws, particularly the city's Fair Practices Ordinance, Chapter 9-100 of the Philadelphia Code. The Fair Practices Ordinance prohibits discrimination in employment, housing, and public accommodations, including the delivery of city services in over sixteen protected categories, including sexual orientation and gender identity.

This nondiscrimination language is memorialized in Article XIV, Section 15.1 of the City's Professional Services Contract with your organization. Specifically, the contract states,

[t]his Contract is entered into under the terms of...the Fair Practices Ordinance (Chapter 9-1100 of the Code)...Provider [shall not] discriminate or permit discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status...or engage in any other act or practice made unlawful under...Chapter 9-1100...

The contract also provides that "[i]n the event of any breach of this Section 15.1 (Non-Discrimination; Fair Practices), the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith."

According to the aforementioned article, CSS administrator Ken Gavin said, "The Catholic Church does not endorse same-sex unions, based upon deeply held religious beliefs and principles. As such, CSS would not be able to consider foster care placement within the context of a same-sex union."

Based on the information provided in the article, it appears that CSS may be in violation of Article XIV, Section 14.1. Accordingly, we are writing to ask that you provide written responses to the questions below. Please note that any reference to "foster parent" is inclusive of foster parent(s), kinship parent(s), and/or pre-adoptive foster parent(s).

- 1) What are your policies for selecting foster care families? Please provide a copy of these policies in writing if available;
- 2) Are LGBTQ individuals, whether married or single, eligible to become foster parents with CSS?
- 3) Does CSS ask individuals or couples who apply to be foster parents if any household member identifies as LGBTQ? List and describe all instances in which CSS rejected attempts by persons identifying as LGBTQ to serve as foster parents.
- 4) Does CSS have a policy that denies services to any individual based on their sexual orientation? If so, please provide any applicable policy;
- 5) Does CSS have a specific policy that denies services to people based on their gender identity? If so, please provide any applicable policy;
- 6) Does CSS provide foster care placement to LGBTQ youth?
- 7) Does CSS have a policy that prohibits the completion of Adoption or Permanent Legal Custodianship (PLC) family Profiles for LGBTQ individuals whether married or single?
- 8) Do you have authority as a local affiliate/branch of the larger organization to create or follow your own policies?
- 9) If CSS has policies that deny services to people based on their sexual orientation or gender identity, are you willing to revise your policies so that all people can have equal access to your services?
- 10) If CSS subcontracts any of the services it is obligated to provide under its contract with the City, please provide the name and location of each entity and/or individual.

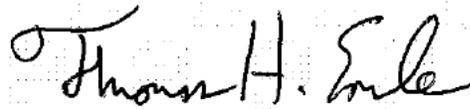
Once the requested information is provided, PCHR would like to arrange a meeting to further discuss CSS's policies with regard to the placement of foster care children and the provision of associated services to foster care children and the families with whom they are placed. If it is determined that CSS is in violation of its contract with the City, we would also like to explore potential remedies to bring CSS into compliance with the non-discrimination provisions of its contract.

Please provide responses to these questions within 10 days.

Sincerely,



Rue Landau, Esquire
Executive Director



Thomas H. Earle, Esquire
Chairperson

cc: Marcel S. Pratt, Acting City Solicitor
Cynthia Figueroa, DHS Commissioner

Attachment D



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Mr. Thomas Earle
Ms. Rue Landau
Philadelphia Commission on Human Relations
601 Walnut Street
Suite 300 South
Philadelphia, PA 19106
Via Email

Dear Mr. Earle and Ms. Landau,

I am President of the Becket Fund for Religious Liberty, and I represent Catholic Social Services for the Archdiocese of Philadelphia in this matter. Becket is the nation's leading law firm dedicated to protecting religious freedom. Our lawyers have a remarkable track record, including five Supreme Court victories in the last six years. Those cases include rulings protecting a Muslim prison inmate who was forbidden to grow a beard, Massachusetts sidewalk counselors restricted in their free speech near abortion clinics, the Little Sisters of the Poor in their challenge to the contraceptive mandate, and a Lutheran church sued for allegedly violating anti-discrimination law.¹ These decisions were unanimous. Most recently, we succeeded in forcing the Trump administration to change its discriminatory disaster relief policy after litigation on behalf of churches and synagogues damaged by hurricanes.²

I am writing in response to your March 16, 2018 letter concerning the foster care services provided by Catholic Social Services to the City of Philadelphia ("the City"). Your letter comes on the heels of the City's decision to suspend referrals of future foster care intakes to Catholic Social Services, a decision that is both harmful to children and families and an illegal breach of contract. While my clients are somewhat puzzled by the Commission's involvement in the matter and reserve the right to challenge its jurisdiction, they welcome this opportunity to better understand the City's goals and resolve this issue amicably so that we can continue serving children in need.

¹ *Holt v. Hobbs*, 135 S.Ct. 853 (2015) (9-0); *McCullen v. Coakley*, 134 S. Ct. 2518 (2014) (9-0); *Zubik v. Burwell*, 136 S.Ct. 1557 (2016) (9-0); *Hosanna-Tabor Evangelical Lutheran Church and School v. EEOC*, 565 U.S. 171 (2012) (9-0); *see also Burwell v. Hobby Lobby*, 134 S. Ct. 2751 (2014) (5-4).

² *See Letter of Solicitor General to Clerk of the Supreme Court (Jan. 3, 2018)*, available at <https://s3.amazonaws.com/becketnewsite/17A649-Harvest-Family-Church-letter.pdf>.



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April 18, 2018

Page 2 of 8

The Shortage of Families

As I'm sure you know, the City is facing an acute need for more foster families to provide homes for at-risk children. Just last month, the City sent out an "urgent" call that 300 additional families are needed for fostering,³ and other organizations have recognized that the City faces a "crisis" because of "the lack of qualified foster parents and other placement options for the increasing number of children in care."⁴ Approximately 13,000–15,000 PA children are currently in foster care and part of Pennsylvania's child welfare system,⁵ and over 5,000 of those children are in Philadelphia's foster care system alone.

That is why the City relies on private agencies to help fill this shortage. In Philadelphia, there are 28 agencies who partner with the city to provide foster services.⁶ Of those agencies, eight obtained additional competitive contracts with the City to also serve as a Community Umbrella Agency (CUA), an entity that works to try to help at-risk children stay in their homes where such an option would be possible and safe for the child. If that option is not available, the CUA refers the child to be placed in foster care. Agencies place children with foster families who have already undergone extensive interviews and home studies by social workers. The social workers make a recommendation that a particular foster family would be an appropriate family to care for foster children.⁷ The culmination of these interviews, home studies, and recommendations includes agency certification that a

³ Julia Terruso, *Philly puts out 'urgent' call – 300 families needed for fostering*, Philadelphia Inquirer, March 18, 2018, <http://www.philly.com/philly/news/foster-parents-dhs-philly-child-welfare-adoptions-20180308.html>.

⁴ David R. Fair, Partners for Philadelphia Families Testimony to Philadelphia City Council, Turning Points for Children, (June 15, 2016), www.turningpointsforchildren.org/news/228-partners-for-philadelphia-families-testimony

⁵ Pennsylvania State Resource Family Association, *Being A Foster Parent: The Facts*, <https://www.psrfa.org/being-a-foster-parent/the-facts/> (last accessed April 4, 2018); in 2017, there were over 25,000 youth statewide who were at some point in Pennsylvania's out of home placement program. Pennsylvania Partnerships for Children, *2018 State of Child Welfare*, <http://www.papartnerships.org/socw2018> (last accessed April 4, 2018); Pennsylvania Partnerships for Children, *2018 State of Child Welfare Data Sheets*, http://www.papartnerships.org/reports/2018_socw/source_files/Pennsylvania%202018%20SOCW.pdf (last accessed April 4, 2018).

⁶ City of Philadelphia, Department of Human Services, *Foster Care Licensing Agencies (contracted by Philadelphia DHS)*, https://beta.phila.gov/media/20180402133414/DHS_Philadelphia_Foster_Care_Agencies_32818.pdf (last accessed April 4, 2018).

⁷ Pa. Code § 3700.64, <https://www.pacode.com/secure/data/055/chapter3700/s3700.64.html>.



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April 18, 2018

Page 3 of 8

foster family is approved to care for foster children.⁸ The City provides per diem payments only after an agency has accepted the referral of a child and is supervising that placement with an approved foster family.

A foster agency provides ongoing training and support and works with the assigned CUA case manager to coordinate services to the foster family, birth family and child in order to achieve a positive outcome. Foster parents are needed not only to care for children, but to provide mentoring to the birth family and support the relationship between the child and the birth family. This collaborative approach assesses the continued appropriateness of temporary placement and explores options for permanency through return to the birth family, placement with kin, or adoption.

A Dedication to Children

Catholic Social Services shares the City's goal of working to fill the shortage of safe homes for these vulnerable kids. Today, permanency is Catholic Social Services' number one priority, aimed at preventing children from languishing too long in uncertainty. Catholic Social Services, foster care department prioritizes permanency, and the statistics demonstrate its success—about 50 children per year either return to their families or move to adoption with their foster families.⁹ Catholic Social Services' Youth Division, including St. Gabriel's System and St. Francis & St Vincent Homes, serves 1,544 youth in placement, and approximately 1,400 families per year across all of its child welfare and juvenile justice programs. As one of those programs, Catholic Social Services Foster Care currently cares for 127 children daily whom it has currently placed in foster arrangements through referrals from the City.

Catholic Social Services also provides important ancillary services to children and families. For example, Catholic Social Services, St. Gabriel's System, is certified as a Sanctuary Model of Trauma-Informed Care provider—a best practice standard now hailed nationwide. Catholic Social Services also provides educational programming via state-licensed schools at St. Gabriel's Hall, DeLaSalle Vocational

⁸ Pa. Code §§ 3700.61, 3700.69, <https://www.pacode.com/secure/data/055/chapter3700/s3700.69.html>.

⁹ City of Philadelphia, Department of Human Services, *Resource Parent Handbook: A Guide for Foster and Kinship Caregivers*, 11 (Sept. 26, 2017), <https://beta.phila.gov/media/20170926145732/DHS-Resource-Handbook-FINAL-VERSION-small.pdf> (discussing the importance of permanency for children).



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April 18, 2018

Page 4 of 8

School and St. Francis Homes. Last year, through Catholic Social Services programs, 132 graduates received high school diplomas.

Catholic Social Services' Religious Mission and Practices

Catholic Social Services exists to transform lives and bring about a just and compassionate society where every individual is valued, families are healthy and strong, and communities are united in their commitment to the good of all. Catholic Social Services works towards a world touched by God's mercy: where poverty and need are alleviated and all people share justly in the blessings of creation. Catholic Social Services is dedicated to serving others in a spirit of humility and genuine concern for the well-being of its neighbors and affirms the God-given dignity and worth of every person.

The religious mission of Catholic Social Services is rooted historically in its foster work. In 1916, the Catholic Children's Bureau was established and staffed by Missionary Sisters of the Blessed Trinity, early Catholic pioneers in social work. Their work continues today through the dedicated efforts of the foster care program. This ongoing religious mission motivates the staff of Catholic Social Services to provide exemplary services to children and families in Philadelphia.

Catholic Social Services serves and places children regardless of their race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, source of income, familial status, genetic information, or sexual violence victim status. Catholic Social Services would never stop a family who wants to foster from having the opportunity to complete the application and home study process, either through Catholic Social Services or another agency. If Catholic Social Services is unable to perform in-depth home assessments and make recommendations to the state for any reason, including consistency with its religious mission, then Catholic Social Services will refer the potential foster parent to one of 28 nearby agencies who can better serve their needs. Four agencies are located within just two miles of Catholic Social Services' downtown office.

No same-sex couples have been denied the ability to become foster parents because of Catholic Social Services, and no same-sex couples have filed complaints against Catholic Social Services regarding its provision of services.



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April 18, 2018

Page 5 of 8

The City’s Unlawful Suspension of Catholic Social Services’ Contract

As the Commission is aware, on March 15, 2018, the City announced that it was suspending referral of future foster care intakes to Catholic Social Services. Philadelphia Councilwoman Cindy Bass introduced a resolution March 15 authorizing “the Committee on Public Health and Human Services to investigate Department of Human Services’ policies on contracting with social services agencies that either discriminate against prospective LGBTQ foster parents or allow non-LGBTQ foster parents to discriminate.” On March 27, 2018, Staci Boyd, the Operations Director at the Department of Human Services, sent an email to other foster agencies in Philadelphia forbidding them from referring any additional foster intakes to Catholic Social Services.

The City’s suspension of Catholic Social Services’ contract is unjustified and unlawful for at least four reasons.

First, Catholic Social Services’ foster services do not constitute a “public accommodation” under the City’s Fair Practices Ordinance, and therefore it is not bound by that ordinance, nor subject to penalties or investigations pursuant to that ordinance, nor can it have violated the contract provision relating to that ordinance. Catholic Social Services does not offer, sell, or make available its services to the public that entail supervision of a child placed with an approved foster family. Phila., Pa., Admin. Code § 9-1102(1)(w). These services are only available to at-risk children who have been removed by the state and are in need of a loving home, and Catholic Social Services serves any child who is referred to them. The City only pays Catholic Social Services a per diem for these supervisory services, and the City is not contracted to compensate Catholic Social Services for anything else related to the provision of foster care.

Furthermore, the Pennsylvania Supreme Court has declined to treat a Catholic religious entity as a public accommodation because of its private, religious character. *See Roman Catholic Archdiocese of Philadelphia v. Com., Pennsylvania Human Relations Comm’n*, 119 Pa. Cmwlth. 445 (1988).

Second, even if Catholic Social Services’ foster services did constitute a public accommodation, no “unlawful public accommodation practice” has occurred. No individual or couple has alleged that Catholic Social Services has “den[ied] or interfere[d] with the public accommodations opportunities of an individual.” Nor



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April 18, 2018

Page 6 of 8

could they, because no allegation has been made that Catholic Social Services prevented anyone from receiving relevant city services, nor has Catholic Social Services prevented any child from being placed in a family. Courts have denied similar meritless public accommodation claims when there was not a clear allegation that an individual was actually denied services. *See, e.g., Abdul-Latif v. Cty. of Lancaster*, 990 F. Supp. 2d 517, 533 (E.D. Pa. 2014) (dismissing public accommodation claim because plaintiff had not tried to access the services).

Third, the City's contract with Catholic Social Services states under the relevant nondiscrimination Paragraph 15.1 that the City may "suspend or terminate" its contract with Catholic Social Services only "[i]n the event of any breach of this Section 15.1." The City has not set forth any clear basis for breach of contract prior to engaging in suspending additional referrals. Nor has it provided the notice required under the contract prior to exercising its remedies. *See* Section 12.2. As such, the City is in breach of its contract with Catholic Social Services by failing to perform and for preventing Catholic Social Services from continuing to perform without any justification.

Many state and federal courts have held that a government entity breached its contract with a private party and was subject to damages or injunctive relief when it terminated its agreement or prevented performance of a contract without being clearly "justified under state law."¹⁰ Here, if the City continues to suspend referrals and impede Catholic Social Services' ability to perform under its contract without clear justification, the City will likewise be subject to claims for injunctive relief or monetary damages.

This breach has real-world consequences. After the City informed Catholic Social Services that it would not receive any new referrals, Catholic Social Services received a request regarding a child who had just been taken into foster care. The agency wished to place that child with his siblings, who had been placed with a family through Catholic Social Services. Responding to an urgent need, Catholic Social Services placed the child with his siblings that afternoon, and informed DHS

¹⁰ *N. Penna. Legal Servs., Inc. v. Lackawanna Cty.*, 513 F. Supp. 678 (M.D. Pa. 1981); *see also, e.g., Com., Dep't of Transp. v. Brozzetti*, 684 A.2d 658, 665 (Pa. Commw. Ct. 1996) (government breached contract when it failed to justify its termination for convenience).



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April 18, 2018

Page 7 of 8

of the placement. That placement was made in accordance with best practices and law, which favor family placement of siblings wherever possible.¹¹ After that placement was made, DHS sent a message to its referral partners regarding Catholic Social Services and Bethany Christian Services, stating that “NO referrals are sent to these two providers effective immediately,” and demanding that all its partners affirm this directive in writing.

If a similar situation happens in the future, it appears that DHS is willing to violate its own best practices guidelines and ignore the best interests of children. Surely the City does not actually believe it would be better if Catholic Social Services had not been willing and able to place the child with his siblings.

Fourth, the City has been engaging in blatant unconstitutional targeting of organizations based on their religious beliefs. Despite receiving no complaints from families about the practices of Catholic Social Services, the City suspended continued foster referrals. The City cannot simply lump all religious organizations into a category of groups with beliefs the City does not agree with and punitively banish them from public service as a result. Nor can it lawfully punish Catholic Social Services for operating according to its religious beliefs—particularly in a way that has worked well, without complaint, for decades.

Moving Forward

Because the City has not articulated any clear breach of contract justifying a suspension of foster referrals, and because I trust the City does not wish to continue violating Catholic Social Services’ rights under federal, state, and City law, I am confident that the City will quickly resume normal services and operations with Catholic Social Services to avoid mounting claims for injunctive relief and monetary damages.

In the alternative, I assume that the City will immediately provide a clear legal basis for its allegations that Catholic Social Services is in breach of its contract. Such allegations would, of course, need to explain what the City would require of

¹¹ City of Philadelphia, Department of Human Services, *Resource Parent Handbook: A Guide for Foster and Kinship Caregivers*, 7 (Sept. 26, 2017) (“[I]t is DHS policy to keep siblings—brothers and sisters—together whenever possible in the same home unless there is a very strong reason for their separation.”).



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April 18, 2018
Page 8 of 8

Catholic Social Services to come into compliance. For example, is the City requiring Catholic Social Services to promise that it will engage in detailed home assessments and make written endorsements and recommendations to the City that run contrary to Catholic Social Services' religious beliefs regarding marriage? We would need to understand exactly what tasks the City is demanding that Catholic Social Services do, and exactly what outcomes are expected, before we could evaluate the City's position.

I look forward to your response and a prompt resolution of this matter so that we can all continue our work of serving the City's most vulnerable children. These children need and deserve help, and Catholic Social Services remains eager to provide it.

Sincerely,

Mark Rienzi
President
The Becket Fund for Religious Liberty

Attachment E

From: Staci Boyd <Staci.Boyd@Phila.gov>

Date: March 27, 2018 at 6:04:20 PM EDT

To:

Subject: FW: Intake Closure for Bethany and Catholic Social Services Foster Care Program

Good Afternoon Executive Leadership,

Please see below. This information must be communicated to your respective staff in order to ensure that NO referrals are sent to these two providers effective immediately. Please reply separately to me confirming that you have shared this information to those that could potentially generate, approve or submit a referral to these providers.

Please submit your confirmation responses by Tuesday April 3, 2018. If you require additional time, please feel free to let me know. You will be notified regarding any updated information regarding this issue.

Thank you for your cooperation regarding this matter.

Staci Morgan Boyd, MHA

Operations Director

Improving Outcomes for Children

Department of Human Services

OPB 1515 Arch St, 8th floor

Philadelphia, PA 19102

STACI.BOYD@phila.gov

P- (215)683-0425

F- (215)683-6023

From: Kimberly Ali

Sent: Monday, March 26, 2018 02:51 PM

To: A Second Chance Inc; ABS Lincs VA Inc Dba First Home Care; Assesment & Treatment Alternatives,Inc.; Carson Valley Children's Aid; Children's Choice Inc; CHOR Youth and Family Services; Community Service Foundation Inc; Concern; Council of Spanish Speaking Org(Concilio); Dawn Holden; Delta Community Supports Inc; Devereux Foundation; Elwyn; Family & Childen's Aid Inc; First Choice Home and Community Services; Friendship House; Jewish Family & Children's Service of Grt Phila;

Juvenile Justice Center of Philadelphia [REDACTED]; Methodist Services; National Mentor Healthcare LLC dba PA Mentor; New Foundationa, Inc; [REDACTED] Northeast Treatment Centers Inc; Northern Children's Services; Progressive Life Center Inc; SAFY of South Carolina; Silver Springs - Martin Luther School; The Children's Home of Easton; The Salvation Army; The Village Services; Tinesha Banks
Cc: [REDACTED]; Staci Boyd; [REDACTED]

Subject: Intake Closure for Bethany and Catholic Social Services Foster Care Program

Dear Colleagues,

Many of you may have read recent news articles regarding two of our foster care providers. I am providing this email of clarification regarding both foster care and adoption referrals for Catholic Social Services and Bethany Christian Services:

- **We have closed foster care intake and will not make adoption referrals to Bethany Christian Services and Catholic Social Services**, pending investigation by the Philadelphia Commission on Human Relations.
- We are committed to the safety and stability of children in our care and must consider the needs of the children and youth *currently* served by foster families licensed by these organizations. Our goal is to minimize placement disruptions, and to ensure that a child's ability to reunify or to continue an adoption process is not delayed because of placement disruption.
- **We are asking that you refrain from making any foster care referrals to Bethany Christian Services and Catholic Social Services.** If you have questions about a case, please contact me by phone or email.
- Please forward this email to your staff, particularly staff with the responsibility to identify placements.

Thank you for your attention to this matter.

<image001.gif><image002.gif>

<image003.gif><image004.gif>

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Attachment F



CITY OF PHILADELPHIA

LAW DEPARTMENT
One Parkway
1515 Arch Street
Philadelphia, PA 19102-1595

May 7, 2018

Mark Rienzi
President
The Becket Fund for Religious Liberty
1200 New Hampshire Ave. NW, Suite 700
Washington, DC 20036

Dear Mr. Rienzi:

The City of Philadelphia (the “City”) is in receipt of your letter dated April 18, 2018 to the Philadelphia Commission on Human Relations (the “Commission”). Mr. Earle or Ms. Landau will respond directly to you regarding the questions you raise concerning the Commission’s jurisdiction. We are writing to you separately to respond to the concerns you raise regarding the City’s decision to suspend new referrals from DHS to Catholic Social Services’ (“CSS”) family foster care program.

While we are genuinely appreciative of the invaluable services that CSS provides on the City’s behalf to the City’s most vulnerable children and to the resource families that care for those children, those services must be provided in a manner consistent with certain core City principles, including our non-discrimination rules. As CSS works on the City’s behalf, we cannot allow discrimination against qualified couples who are ready to take on this important role, simply because of whom they choose to marry. We would not allow such discrimination against, for example, Catholic couples or “mixed-race” couples, and we cannot allow it with respect to same-sex couples, either.

You take issue in your letter with the City’s ability to apply these non-discrimination rules in the context of CSS’s current contract with the City. We disagree.

Nothing in CSS’s existing contract obligates the City to continue to send any referrals to CSS. A review of CSS’s contract For General, Kinship, and Teen Parent/Baby Resource Home Care Providers shows numerous duties on the part of CSS, but for DHS, its duty primarily is to provide CSS with support and compensation for the services that CSS performs, with no minimum guarantee or even a duty to provide *any* referrals. Without any duty to make referrals, DHS simply cannot be in breach of its contract for failure to continue making referrals.

Moreover, the City has the unilateral right under the contract to terminate or suspend the contract, regardless of any breach or lack thereof by CSS, “for any reason, including, without limitation, the convenience of the City.” Professional Services Contract General Provisions (“General Provisions”) ¶ 14.2. You correctly note in your letter that the City has not sent to CSS a notice of default or a notice to suspend or terminate. That is intentional, as we do not wish to make this an adversarial proceeding, and we remain hopeful that CSS will comply with its contractual obligations and will implement them in a non-discriminatory manner. Regardless, however, the City reserves the right to cancel or suspend this contract, at any time, for the City’s convenience.

Of course, the City does not need to rely on its mere convenience. Section 3.21 of the General Provisions states:

Provider shall not reject a child or family for Services based upon the location or condition of the family’s residence, their environmental or social condition, *or for any other reason* if the profiles of such child or family are consistent with Provider’s Scope of Services or DHS’s applicable standards as listed in the Provider Agreement, unless an exception is granted by the Commissioner or the Commissioner’s designee, in his/her sole discretion.

(“Services” are defined at General Provisions ¶ 1.72 as “the work to be performed under this contract,” which plainly includes the intake and registration of new, prospective foster parents. *See, e.g.*, Scope of Service p.4 (“Resource caregivers are screened, trained, and certified by the Provider.”); *id.* at 6 (“Provider is responsible for offering training and related support to Resource Parents”). In your letter, you confirm that CSS has no intention of complying with this contractual obligation to provide Services to *all* qualified families, as you have clearly re-affirmed that CSS intends to reject families for Services based solely on the fact that they are same-sex couples. That is not a permissible reason for rejection under either the Scope of Services set forth in the contract or under DHS’s applicable standards, and the Commissioner has no intention of granting an exception.

Indeed, as you know, the refusal to provide Services to same-sex couples constitutes a violation of a fundamental City policy to provide services to *all* qualified families. We cannot allow a provider, acting under a City contract, to inform a qualified family who wants to give of its time, resources, and home, in order to protect vulnerable children, that they must go elsewhere to make this contribution, solely because our contractual provider disapproves of their familial relationship. The City maintains an important policy that all resource families be treated equally, so long as they meet the agreed-upon eligibility requirements. We recognize that CSS’s values and the City’s values may diverge here, but CSS is contracting with the City, not free-lancing, and the ultimate responsibility for managing this foster care program belongs to the City. We have to insist that all services provided as part of this program are provided in a manner that is consistent with our conception of equality.

Moreover, and independent of the foregoing, CSS's refusal to provide services to same-sex couples is a violation of law. CSS falls squarely within the definition of a "public accommodation" under the City's Fair Practices Ordinance, Phila. Code § 9-1102(1)(w), as CSS is, *inter alia*, a "provider . . . whose . . . services . . . are . . . made available to the public." You focus on CSS's admirable provision of services to *the children*, but the contract indisputably also requires CSS to provide services to *the foster families*, including certification, support, re-evaluation, and training to *any* family that meets state regulations and DHS standards and wishes to provide badly needed foster care.

Please be assured that we have not targeted your client on the basis of its religious beliefs. As we explained, our motivation arises from our concern that all families in this City be treated equally with respect to all opportunities and services that are available to them. We respect your sincere religious beliefs, but your freedom to express them is not at issue here where you have chosen voluntarily to partner with us in providing government-funded, secular social services. The Commonwealth has set eligibility standards for prospective foster parents. It is inappropriate (and arguably unconstitutional) for us to allow a provider to add its own requirements for foster parents that are rooted in religious doctrine, and which clash with the constitutional requirement that we treat all marriages/families equally. Nor can we allow you to refuse service to an otherwise eligible family by referring them to another agency.

Please also note that CSS's current contract expires on June 30, 2018, and the City is under no legal obligation to enter into a new contract for any period thereafter. We are hopeful that we can work out any differences before then, but please be advised that -- except where the best interests of a child demands otherwise -- the City does not plan to agree to any further referrals to CSS, and the City intends to assist with the transition of foster families to other agencies, absent assurances that CSS is prepared to adhere to its contractual obligations and, in implementing its City contract, to comply with all applicable laws, including those relating to non-discrimination. We believe our current contract with CSS is quite clear that this is our right, but please be advised that any further contracts with CSS will be explicit in this regard.

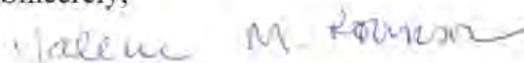
Family equality is both a legal requirement, and an important City policy and value that must be embodied in our contractual relationships. If CSS cannot come into compliance, we are prepared to enter into an interim, contractual relationship with CSS in order for CSS to continue to supervise the foster children in its care properly with the least amount of disruption for them, while the transition to other agencies is completed. On a related note, contrary to the discussion in your letter regarding DHS's practice concerning siblings, because the best interests of the children in our care are paramount, we did recently grant an exception to the cessation of CSS referrals in that instance to ensure that siblings were placed together, and we expect that the best interests of the children will remain paramount throughout any transition.

In closing, we do not wish to see our valuable relationship with CSS regarding foster care services come to an end. We are hopeful that CSS will be prepared to commit to comply with the letter and spirit of CSS's contractual obligations and the Fair Practices Ordinance by

committing to provide foster care services on a non-discriminatory basis to all families that meet the City's standards. Please let me know as soon as possible whether CSS is prepared to comply with these standards. Alternatively, please let me know with whom I should be in contact for purposes of promptly negotiating a transition plan.

Thank you for your understanding and your client's work with children and families.

Sincerely,



Valerie Robinson
Chair, Corporate and Tax Group

cc: Rue Landau, Executive Director Philadelphia Commission on Human Relations
Cynthia Figueroa, Commissioner, Department of Human Services
Marcel S. Pratt, City Solicitor

Attachment G



CITY OF PHILADELPHIA

COMMISSION ON HUMAN RELATIONS
601 Walnut Street, Suite 300 South
Philadelphia, PA 19106
Telephone (215) 686-4670
Fax (215) 686-4684

THOMAS H. EARLE, ESQUIRE
Chairperson

RUE LANDAU, ESQUIRE
Executive Director

May 7, 2018

Mark Rienzi
President
The Becket Fund for Religious Liberty
1200 New Hampshire Ave., NW, Suite 700
Washington, D.C. 20036
Via First Class Mail and Email

Dear Mr. Rienzi:

Thank you for your letter of April 18, 2018. The Department of Human Services (“DHS”) will respond separately through the Law Department to the issues you raised concerning the contract between Catholic Social Services (“CSS”) and DHS. We are writing to address your statements regarding the jurisdiction of Philadelphia Commission on Human Relations (“PCHR”).

The purpose of the Philadelphia Fair Practices Ordinance (“FPO”) is to assure that all persons are afforded equal opportunities for employment, housing, and the use of public accommodations such as CSS. Philadelphia Code §9-1101(1)(a) and (e). PCHR initiated this investigation at the request of the Mayor and pursuant to its authority under the Home Rule Charter, the Fair Practices Ordinance, and its governing regulations in order to determine if CSS is engaged in discriminatory practices. *See* PCHR Regulation No. 2.1. Pennsylvania Courts have deferred to agencies like PCHR in determining the extent of their jurisdiction and permitted the due course of administrative actions. *See Chestnut Hill College*, 158 A.3d 251, 257-58 (Pa. Cmwlth. 2017), *alloc. den.*, 173 A.3d 262 (Pa. 2017).

CSS’ provision of services to children in foster care and to their foster parents under that contract is a public accommodation under § 9-1102(w) of the FPO, and therefore within the jurisdiction of the PCHR. Your citation to *Roman Catholic Archdiocese of Philadelphia v. Pa. Human Rel. Comm’n.*, 548 A.2d 328 (Pa. Cmwlth. 1988) and assertion that CSS is “distinctly private” do not alter this conclusion.

First, unlike the PHRA, the FPO does not contain an exception for “distinctly private” entities.

Second, your April 18 letter, as well as CSS’s own website, demonstrate that that the provision of services to children in foster care and to their foster parents is a public accommodation. Your letter states that CSS “serves and places children regardless of their race, color, sex, sexual orientation, gender identity, religion, national origin...” pursuant to its contract with the City. The very nature of this process requires CSS to identify, recruit, certify, select, and

provide training, payment and services to the individuals and families who foster these children. See Professional Services Contract General Provisions Article V. Indeed, the CSS Philadelphia website invites members of the public to contact CSS to become potential foster parents. See <https://cssphiladelphia.org/adoption/>.

Third, the Commonwealth Court's recent opinion in *Chestnut Hill College* makes plain that a discrimination claim alleged against a Catholic-affiliated entity does not involve a matter of purely ecclesiastical concern, and therefore, religiously affiliated institutions like Chestnut Hill College (and also CSS) fall within the jurisdiction of the investigating agency. 158 A.3d 251, 259-60 (Pa. Cmwlth. 2017); see also, *O'Connor v. Archdiocese of Philadelphia*, 975 A.2d 1084, 1106-09 (Pa. 2009) (finding Archdiocese was not exempt from parents' claims that their child had been unfairly disciplined by the school).

As we explained in our March 16, 2018 correspondence, any potential violation of the FPO falls under the jurisdiction of PCHR. Therefore, we reiterate the request for information set forth in that letter and ask that you respond within ten days of this letter to avoid the issuance of a subpoena.

Sincerely,



Rue Landau, Esquire
Executive Director



Thomas H. Earle, Esquire
Chairperson

cc: Marcel S. Pratt, City Solicitor
Cynthia Figueroa, DHS Commissioner

Attachment H

From: Tabitha Seehousen
Sent: [REDACTED]
To: Jernard Whitman <jwhitman@CHS-ADPHILA.ORG>
Cc: Robert Montoro <RMONTORO@CHS-ADPHILA.ORG>
Subject: [REDACTED]
Importance: High

Dear Mr. Whitman,

I am writing regarding [REDACTED], a former CSS foster child undergoing a difficult situation right now. We believe that referring [REDACTED] to CSS so that he can be reunited with his former foster mother, who is ready and willing to adopt him, would be in [REDACTED] best interest.

This is my understanding of the situation. [REDACTED] was placed in the home of our foster parent [REDACTED], on [REDACTED], 2016. At the time of placement our agency was unaware of the needs [REDACTED] had. [REDACTED] had a few concerns. He was not talking, he would scream when she bathe him and he had other hygiene issues. She made outreach to [REDACTED] to have him evaluated. He was diagnosed with autism and was enrolled in an autism school and seeing a therapist weekly. [REDACTED] and [REDACTED] have formed a strong bond. He has come a very long way since being placed in her home. [REDACTED] wasn't sure if she would be a pre-adoptive home for him considering all of his needs.

On [REDACTED] 2018 he was placed in another foster home through another agency. [REDACTED] was upset about the move but knew [REDACTED] needed a pre-adoptive home and she was not sure she was able to adopt at that time.

On [REDACTED] 2018 at 9:00pm this worker receive a call on her personal cell from [REDACTED] stating that the CUA wanted to place [REDACTED] in respite with her due to the other agency's foster home being investigated. This worker contacted her supervisor and her supervisor contacted her supervisor to obtain permission. While in the process of obtaining permission, [REDACTED] called this worker back and stated that the CUA worker reached out to DHS to get permission to placed [REDACTED] in [REDACTED] home. DHS told the CUA worker "no" since DHS is refusing to send referrals to CSS. The other agency did find another respite home for [REDACTED] [REDACTED] was heartbroken.

On [REDACTED] 2018, this worker received a phone call from [REDACTED] stating that the CUA worker called her to let her know how [REDACTED] was doing. He is not eating in the new respite home and appears to be shutting down. The situation appears to be a poor fit that is not meeting [REDACTED] needs. [REDACTED] reported to this worker that she talked with her children this past weekend and asked them their feelings about her adopting [REDACTED]. Her adult son, [REDACTED] encouraged her to adopt him and said he would be the guardian if anything should happen to [REDACTED]. He believes that [REDACTED] was placed in their home for a reason, that their family is supposed to be his "forever" family and provide him with the loving, caring and stable home that he needs. With the support of her children, [REDACTED] now feels prepared to adopt and very much wants to adopt [REDACTED]. She will do whatever it takes for him to be placed back into her home.

Please let us know whether you will be able to send CSS the referral for [REDACTED] so that he can be reunited with [REDACTED] and his former foster family.

Thank you,

Tabitha A. Seehousen, BS
Foster Care Case Manager
Catholic Social Services
4400 N. Reese Street
Philadelphia, Pa 19140
TSeehousen@chs-adphila.org
Phone: 267-331-2457
Fax: 215-457-5418

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Attachment I

C/Y 2018

Contract Number 16-20030-04
Original Contract Number 16-20030
29 - Placement Services

City of Philadelphia
Department of Human Services

CONFORMED
STANDARD AMENDMENT AGREEMENT

THIS STANDARD AMENDMENT AGREEMENT ("Amendment Agreement") is made as of September 20, 2017 and effective July 1, 2017 (the "Effective Date") by and between the City of Philadelphia ("the City"), by and through its **DEPARTMENT OF HUMAN SERVICES** ("Department"), and **CATHOLIC SOCIAL SERVICES** ("Provider"), a nonprofit corporation, with its principal place of business at **222 NORTH 17TH STREET, PHILADELPHIA, PENNSYLVANIA 19103.**

BACKGROUND

The City and Provider entered into a certain Contract, Contract Number **16-20030**, dated **November 30, 2015**, which includes the City of Philadelphia Professional Services Contract General Provisions for the Department of Human Services (the "General Provisions"), the Provider Agreement, Cross Agency Response for Effective Services ("CARES") Limited License Agreement (when applicable), and any and all attachments, exhibits and documents thereto (collectively, the "Base Contract"), wherein Provider agreed to render various Services to the City in accordance therewith; and

The City and Provider entered into an amendment to the Base Contract, Contract Number **16-20030-01**, for the period **July 1, 2015** to **June 30, 2016**; and

The City and Provider entered into an amendment to the Base Contract, Contract Number **16-20030-02**, for the period **July 1, 2015** to **June 30, 2016**; and

The City and Provider entered into an amendment to the Base Contract, Contract Number **16-20030-03**, for the period **July 1, 2016** to **June 30, 2017**; and

Sign Events Signature Timestamp

Finance Contract Certification
Finance.ContractCertification@phila.gov
Security Level: Email, Account Authentication (None)
Using IP Address: 170.115.248.25

Completed

Sent: 8/18/2017 10:04:57 AM
Viewed: 9/15/2017 3:22:07 PM
Signed: 9/19/2017 1:57:04 PM

Electronic Record and Signature Disclosure:
Accepted: 9/19/2017 1:51:12 PM
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Jacqueline Dunn
Jacqueline.Dunn@phila.gov
City of Philadelphia
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 170.115.248.25

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Viewed: 9/19/2017 6:18:26 PM
Signed: 9/19/2017 6:18:32 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cynthia Figueroa
cynthia.figueroa@phila.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Cynthia Figueroa
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Using IP Address: 170.115.248.24

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Viewed: 9/20/2017 2:08:49 PM
Signed: 9/20/2017 2:09:25 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Terri Scarbo
Terri.Scarbo@phila.gov
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 170.115.248.24

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Viewed: 9/20/2017 2:26:05 PM
Signed: 9/20/2017 2:26:06 PM

Electronic Record and Signature Disclosure:
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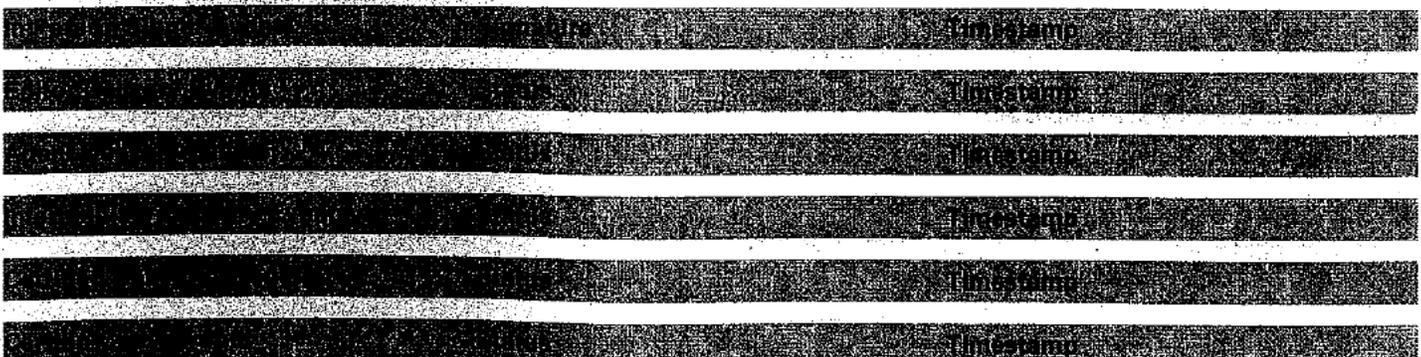
Kathleen Rush
Kathleen.Rush@phila.gov
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Terri Scarbo
Terri.Scarbo@phila.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:

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Sent: 8/15/2017 12:06:37 PM



CITY OF PHILADELPHIA

F/Y 2017

October 13, 2016

James Amato, Secretary, Catholic Human Serv.
Catholic Social Services, Archdiocese of Phila.
222 North 17th Street, Room 328
Philadelphia, PA 19103

Commissioner
CYNTHIA F. FIGUEROA

First Deputy Commissioner
JESSICA S. SHAPIRO

Deputy Commissioners

Children and Youth
GARY D. WILLIAMS

Juvenile Justice Services
TIMENE FARLOW

Administration and Management
VONGVILAY MOUNELASY

Performance Management and Accountability
LIZA RODRIGUEZ

RE: Contract #17-20359

Dear Mr. Amato:

Enclosed is a copy of your conformed **PROVIDER AGREEMENT** for Fiscal Year 2017.

Should you have any questions, please feel free to call me at (215) 683-4251.

Sincerely,

Judith Jones
Contract Coordinator

/co
Enclosure

CONFORMED

Contract Number 17-20359
(250) IOC CUA#4

OCT 13 2016

City of Philadelphia
Department of Human Services

PROVIDER AGREEMENT

Department of Human Services

THIS PROVIDER AGREEMENT is made as of the 13th day of October 20 16, by and between the City of Philadelphia (the "City"), by and through its Department of Human Services ("Department") and **CATHOLIC SOCIAL SERVICES** ("Provider"), a nonprofit corporation, with its principal place of business at **222 NORTH 17TH STREET, PHILADELPHIA, PENNSYLVANIA 19103.**

BACKGROUND

The City and Provider desire that Provider render various services to the City, in accordance with the provisions of this Provider Agreement, the City of Philadelphia Professional Services Contract General Provisions for the Department of Human Services Improving Outcomes for Children Community Umbrella Agency Contracts (the "IOC CUA General Provisions" or "General Provisions"), Cross Agency Response for Effective Services ("CARES") Limited License Agreement (when applicable) and all of the other attachments, exhibits, and documents which together constitute the Contract Documents as defined in the IOC CUA General Provisions. A copy of the IOC CUA General Provisions is attached hereto and incorporated herein by reference. A copy of the CARES Limited License Agreement is available on the Provider Extranet

(http://dhs.phila.gov/extranet/extrahome_pub.nsf/Content/ServiceStandards) and incorporated by reference. A copy of the applicable below referenced Performance and Service Standards formerly known as Service Description and Contract Requirements, Service Description, Performance Standards, Service Standards, Procedural Manuals and/or Guides ("Standards") are available on the Provider Extranet (http://dhs.phila.gov/extranet/extrahome_pub.nsf/Content/ServiceStandards) and incorporated by reference.



CITY OF PHILADELPHIA

December 1, 2015

Commissioner

VANESSA GARRETT HARLEY

Deputy Commissioners

GARY WILLIAMS, CYD
TIMENE FARLOW, JJS
CHANELL HANNS, FINANCE

Joseph Sweeney, Executive VP
Catholic Social Services of the Archdiocese of Philadelphia
222 North 17th Street, Rm 328
Philadelphia, PA 19103

Re: Contract #: 16-20030

Dear Mr. Sweeney:

Enclosed is a copy of your conformed **PROVIDER AGREEMENT** for Fiscal Year 2016.

Should you have any questions, please feel free to call me at (215) 683-4253.

Sincerely,

Rita Cairy
Contract Coordinator

RC/kb
Enclosure

CONFORMED

Contract Number 16-20030
(290) Placement Services

NOV 30 2015

City of Philadelphia
Department of Human Services

PROVIDER AGREEMENT

Department of Human Services

THIS PROVIDER AGREEMENT is made as of the 30th day of November 20 15, by and between the City of Philadelphia (the "City"), by and through its Department of Human Services ("Department") and **CATHOLIC SOCIAL SERVICES** ("Provider"), a **STATE OF PENNSYLVANIA NON-PROFIT CORPORATION**, with its principal place of business at **222 N. 17TH STREET, ROOM 328, PHILADELPHIA, PENNSYLVANIA 19103**.

BACKGROUND

The City and Provider desire that Provider render various services to the City, in accordance with the provisions of this Provider Agreement, the City of Philadelphia Professional Services Contract General Provisions for the Department of Human Services (the "General Provisions"), Cross Agency Response for Effective Services ("CARES") Limited License Agreement (when applicable) and all of the other attachments, exhibits, and documents which together constitute the Contract Documents as defined in the General Provisions. A copy of the General Provisions is attached hereto and incorporated herein by reference. A copy of the CARES Limited License Agreement is available on the Provider Extranet (http://dhs.phila.gov/extranet/extrahome_pub.nsf/Content/ServiceStandards) and incorporated by reference. A copy of the applicable below referenced Performance and Service Standards formerly known as Service Description and Contract Requirements, Service Description, Performance Standards, Service Standards, Procedural Manuals and/or Guides ("Standards") are available on the Provider Extranet (http://dhs.phila.gov/extranet/extrahome_pub.nsf/Content/ServiceStandards) and incorporated by reference.

In consideration of the mutual obligations set forth herein, and intending to be legally bound, the City and Provider covenant and agree as follows:

Attachment J

Chaput edict draws mixed reviews; Kenney calls it 'not Christian'





AP

Photo/Riccardo De Luca, File

In this June 25, 2015, file photo, Archbishop Charles Chaput attends a news conference at the Vatican.

Mayor Kenney on Wednesday denounced as "not Christian" Archbishop Charles J. Chaput's insistence that Catholics living in relationships the church considers sinful may not receive Holy Communion or hold positions of responsibility in parishes.

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[Chaput: No Communion for sexually active gay, unwed or divorced couples](#)

Kenney's was among the sharper reactions Chaput's decree drew from around the region. Some were swift to denounce the archbishop as an "old white man" whose church was out of touch.

Others, though, hailed the archbishop for upholding traditional church teaching or deferred with a shrug to his authority.

The mayor, who was raised Catholic, has often been sharply critical of Chaput's conservative stances on matters of faith.

On Friday, Chaput posted on the archdiocesan website six pages of guidelines for clergy and other local church leaders on how to implement *Amoris Laetitia*, a major document on the family Pope Francis issued in April.

Some theologians have said *Amoris* calls on church leaders to be more welcoming of Catholics who are estranged from parish life because the church disapproves of their sexual relationships.

Chaput was emphatic that this does not mean Francis has reformulated the church's traditional ban on Communion for those Catholics who live in what the church views as sin - such as divorced Catholics who remarry outside the church, sexually active gays, and cohabiting unmarried couples.

In *Amoris*, Francis "states clearly that neither Church teaching nor the canonical discipline concerning marriage has changed," Chaput remarked in his guidelines.

Holy Communion is a central element of the Catholic faith, which holds that the prayers a priest utters over bread and wine during Mass transform them physically into the body and blood of Jesus.

Barring a person from receiving Communion does not mean that he or she is excommunicated. But many of those barred have complained of feeling shunned, embarrassed, or marginalized.

Many laypeople and clergy had hoped Francis might ease the church's position regarding Communion in *Amoris Laetitia*, but despite his call for clergy to listen compassionately to the pain of those who feel excluded, he did not make any explicit changes to the teaching.

Chaput's guidelines may be the first of their kind issued by the bishop of any American diocese in response to *Amoris Laetitia*, Latin for "the joy of love."

Chaput's position did not upset Lydia Carbone, a member of St. Patrick's parish in Center City.

"It's not for me to judge the church's teachings," she said.

Unmarried after a divorce more than 16 years ago, she has led programs at her parish designed to help the newly divorced understand the church's stance that they may not remarry in the faith unless their first marriage is declared invalid by a diocesan tribunal.

But she was pleased, she said, that Pope Francis "seems to be opening dialogue in the gray areas" around divorce and remarriage. "I'm hoping the church will be more open and welcoming."

Others were fuming.

An article on the guidelines in Wednesday's *Inquirer* generated more than 1,000 comments, most of them harshly critical of Chaput.

Across the street from the Cathedral of SS Peter and Paul, an 18-year-old Catholic questioned the wisdom of the guidelines Wednesday afternoon.

"It's isolating people," said Mia Trotz, a college student in Philadelphia selling water ice at Sister Cities Park.

But Carl Miller, 58 and gay, said he admired Chaput for his stance. "I believe the Catholic Church's teachings are ultimate truth," said Miller.

"I struggle with living it perfectly," said Miller, who attends Mass weekly and receives Communion, "but I think the archbishop is right in restating what the Catholic teaching is." He declined to name his hometown or parish.

A large part of the debate involves just what Francis meant to say about the inclusion in parish life of unmarried but cohabiting Catholics, those in same-sex relationships, and the estimated 4.5 million who are divorced and remarried without an annulment.

"It's being read in different ways by different individuals and different bishops," said John Grabowski, associate professor of moral theology at Catholic University of America.

Grabowski, an authority on *Amoris Laetitia*, noted that in one place Francis writes that priests have the duty to accompany those who divorce and remarry outside the church "in helping them to understand their situation according to the teaching of the Church and the guidelines of the bishop."

But Grabowski noted that Francis also wrote in *Amoris* that "I would also point out that the Eucharist 'is not a prize for the perfect, but a powerful medicine and nourishment for the weak.' "

And for those struggling to reconcile what appear to be Francis' positions, Grabowski pointed to yet more lines from the pope:

"I understand those who prefer a more rigorous pastoral care which leaves no room for confusion," wrote Francis. "But I sincerely believe that Jesus wants a Church attentive to the goodness which the Holy Spirit sows in the midst of human weakness, a Mother who, while clearly expressing her objective teaching, always does what good she can, even if in the process, her shoes get soiled by the mud of the street."

"I don't want to say this is murky," said Grabowski, "but it's not crystal clear. So what happens is that people find support for differing positions. So it's going to be up to different bishops to decide how this document should be implemented in their dioceses."

doreilly@phillynews.com

856-779-3841

Staff writer Robert Moran contributed to this article.

More Coverage

•

[Chaput: No Communion for sexually active gay, unwed or divorced couples](#)

[Jul 6 - 11:59 PM](#)

Published: July 6, 2016 — 6:57 PM EDT | **Updated:** July 6, 2016 — 11:04 PM EDT

The Philadelphia Inquirer

Attachment K

Philadelphia

Jim Kenney's Long War with the Archdiocese

The mayoral nominee is a disaffected Catholic disgusted by local church leadership.

by **PATRICK KERKSTRA** • 7/9/2015, 11:23 p.m.



Charles Chaput and Jim Kenney. | Photos by Jeff Fusco.

Democratic mayoral nominee **Jim Kenney** is a proud graduate of St. Joe's Prep *and* La Salle. He was born and raised in a Irish Catholic family. He is the single most devoted fan of the Neuman-Goretti women's basketball team in the world.

And yet, Kenney's relationship with the Catholic Church is fraught. Actually, the more accurate adjective is probably just "hostile." Kenney showed vividly just how little regard he has for local

“cowardly men” in the Archdiocese of Philadelphia of orchestrating the firing. “If you’re a church official and you feel that strongly that this woman and her partner are such a threat to society, stand up and say so,” Kenney told the paper.

That might seem like extraordinarily blunt language coming from the likely next mayor of the city and aimed not-so-subtly at Archbishop Charles J. Chaput. But it’s actually not all that different from Kenney’s past public statements about the archdiocese. Like the time he urged Pope Francis to “kick some ass” in the archdiocese.

 **MetroPhilly** @MetroPhilly Nov 14, 2014
 Relics have been removed from St. Laurentius Church in Fishtown, but former parishioners' appeal is still pending ow.ly/EeWll

 **Jim Kenney** @JimFKenney
 @MetroPhilly The Arch don't care about people. It's about image and money. Pope Francis needs to kick some ass here!
 10:06 AM - Nov 14, 2014

1 See Jim Kenney's other Tweets

Kenney began feuding with the archdioceses as far back as 1998, when Catholic leaders mobilized to block a City Council bill granting benefits to partners of gay city employees that Kenney co-sponsored. More recently, he’s sparred with archdiocesan leadership over the closing of parochial schools, publicly criticized their decision to ban an 11-year-old girl from playing CYO football and wished out-LOUD that Pope Francis will straighten out Chaput and company when he comes to town in September.

In a lot of respects, of course, Kenney’s fight with the archdiocese is just a microcosm of the broader debate playing out in the Catholic community. Church conservatives, like Chaput, are digging in, even as the broader culture embraces marriage equality. Liberal Catholics, like Kenney (and a lot of other Philadelphia Catholics), desperately want the church to change with the times, not just on gay marriage, but on the role of women and a host of other issues. The ascension of liberal Pope Francis has raised the stakes of the debate. And now the liberal Francis is coming to Philadelphia, where he’ll be hosted by the very-conservative Chaput, all while Kenney (who can summon dozens of news cameras and microphones whenever he likes) looks on....

Does this latest episode hurt Kenney at all? Might he have alienated true-blue city Catholics with his criticism? It's certainly possible that it will, but it's also likely to further enhance Kenney's standing in progressive circles and among gay voters.

The harder question is this: should a mayor speak so bluntly on such charged issues? Or is it unbecoming of the office to weigh in so strongly so quickly? This is a controversy about a school outside city limits, after all. Mayor Nutter hasn't issued any press releases.

There's no simple answer to that one. Mayors do need to exercise more discretion than Council members. Mayors are emissaries for the whole city, and Philadelphia is a complicated place that's home to people with a lot of different beliefs.

But for Kenney, justice is justice, and a wrong is a wrong. He doesn't take a black-and-white approach to everything. But on certain matters — like gay equality, like gender equality — Kenney is a moral absolutist, and he's not going to mince words or avoid fights, even if he does become mayor. Lauren Hitt, Kenney's communications director, told me a while back in a conversation about a completely different topic that he "has an annoyingly strong moral compass." Right now, Kenney's moral compass is the pointing in the polar opposite direction of the Archdiocese of Philadelphia. And in recent years, Kenney has been his most convincing — and his popular appeal has been strongest — when he has framed his policy preferences in stark moral terms.

We just put in a request with Kenney's campaign to talk to him about his faith and his relationship with the Catholic church, and if he's got time for an interview we'll bring you his answers in depth.

But Kenney being Kenney, a lot of his feelings are already out there on Twitter. See below.



Jim Kenney
@JimFKenney

The sisters who do the work for meager salaries, will be the only ones who save the Catholic Church [#whatsistersmeantome](#)

10:33 AM - Apr 23, 2012

[See Jim Kenney's other Tweets](#)



Jim Kenney
@JimFKenney

9:44 AM - Jun 25, 2012

See Jim Kenney's other Tweets



Miriamhill @Miriamhill

Jul 12, 2012

Replying to @myantkinney

@myantkinney so hard to know, b/c so few women in leadership positions.



Jim Kenney

@JimFKenney

@Miriamhill Monica, I agree. Same prob with the Catholic Church. Too male centered with no opportunity for dissent.

11:01 AM - Jul 12, 2012

See Jim Kenney's other Tweets



Jim Kenney

@JimFKenney

On Action News tonight; why would the Archdiocese of Phila try to stop a young girl from playing CYO Football with the boys if she is able?

12:09 AM - Jan 7, 2013

See Jim Kenney's other Tweets



Jim Kenney

@JimFKenney

@SheinelleJones Every girl should be able to compete at any level she is capable. Why would the Archdiocese keep her from being her best?

8:06 AM - Jan 7, 2013

See Jim Kenney's other Tweets



Jim Kenney

@JimFKenney

[fb.me/25XJ5EvIX](https://www.facebook.com/25XJ5EvIX)

3:13 PM - Jan 9, 2013

[See Jim Kenney's other Tweets](#)



Jim Kenney

@JimFKenney

Thank you to Archbishop Chaput for making the right decision and to Caroline for being so determined! [fb.me/2ooBk5vib](https://www.facebook.com/2ooBk5vib)

4:03 PM - Mar 14, 2013

[See Jim Kenney's other Tweets](#)



Jim Kenney

@JimFKenney

Having been Jesuit-educated myself, I've always had confidence and trust in their commitment to fairness and... [fb.me/115hpc9S5](https://www.facebook.com/115hpc9S5)

1:35 PM - Jul 29, 2013

[See Jim Kenney's other Tweets](#)



Brian P. Hickey @BrianPHickey

Jul 29, 2013

Replying to @JimFKenney

[@JimFKenney](#) I'm not running back to church but I'm down with new Pope.



Jim Kenney

@JimFKenney

[@BrianPHickey](#) Just taking a few steps in that direction. Moral authority was lost. Pope Frank might repair much of that. I pray!

9:11 PM - Jul 29, 2013

[See Jim Kenney's other Tweets](#)



Jim Kenney

@JimFKenney

Saddened by the closing of 49 Catholic schools. I feel for the students & teachers affected by this decision [ow.ly/8lvkr](https://www.ow.ly/8lvkr)



Jim Kenney
@JimFKenney

Archbishop Chaput: Philadelphians 'confused' by Pope Francis's words po.st/veMrff via [@po_st](https://twitter.com/po_st) I wasn't confused at all.

4:34 PM - Sep 26, 2013

Archbishop Chaput: Philadelphians 'confused' by Pope Franc...

Six days after the release of an extensive interview with Pope Francis in a Jesuit journal, Philadelphia Archbishop Charles Chaput philly.com

1 See Jim Kenney's other Tweets



Jim Kenney
@JimFKenney

Watching CNN. Pope Francis is awesome! Freaking awesome! Makes me want to turn back to my church. I worry about him though.

7:50 PM - Dec 24, 2013

3 See Jim Kenney's other Tweets



Mike Jerrick @MikeFOX29

Mar 8, 2014

Lets do this! RT [@JimFKenney](https://twitter.com/JimFKenney): [@MikeFOX29](https://twitter.com/MikeFOX29) How about a regional effort to Tweet [@Pontifex](https://twitter.com/Pontifex) to come to Philly in 2015 to bless us in person?

@MikeFOX29 @Pontifex Pope Francis is a social media guy. The Mucky Mucks are going to Rome but Papa listens to the real people!

3:43 PM - Mar 8, 2014

1 See Jim Kenney's other Tweets

Follow [@pkerkstra](#) and [@CitifiedPHL](#) on Twitter.

Read More About:

[Archdiocese of Philadelphia](#)

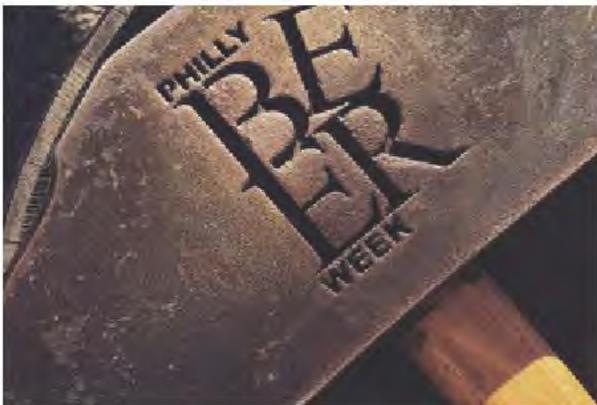
[Charles Chaput](#)

[Jim Kenney](#)

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Attachment L

Project Discovery by Crossroads

The Confidence to Grow Up & Grow Strong

Was created in 2005 to provide LGBTQ (lesbian, gay, bisexual, transgender or questioning) youth ages 12-21, with a community based home environment of support and sensitivity. Social, emotional and/or behavioral difficulties, along with individual LGBTQ issues are addressed by Treatment Parents who have an understanding of the extra pressures of adolescents when sexual identity and preference are added into the already challenging mix today's young people face.

Project Discovery by Crossroads provides extra training to these therapeutic foster homes to help support LGBTQ young people so they can develop a healthy and positive self-evaluation, awareness and image. The future can be a bright one with many wonderful possibilities...if we take care to provide 'the right place and the right space' in which our LGBTQ youth can live and grow. *Project Discovery by Crossroads is a Medicaid funded program with an average length of stay of 12-18 months.*

Home isn't always a safe place for LGBTQ young people.

The teenage years are not easy ones. Young people struggle with school, parental issues and emotional ups and downs as they transition into adulthood.

But when you are an LGBTQ teen, you can face far more serious dangers...simply because of who you are.

To avoid a home environment that does not embrace or support questions about sexual identity, many young LGBTQ youth run away from home, making them easy targets for human trafficking or the dangers of street life.

Project Discovery by Crossroads Can Make a **Difference**

Would you consider becoming an LGBTQ Foster Parent?

It's the hardest job you'll ever love...and the most important one. Your support today could make the difference in all the tomorrows these young people will face. Don't let them do it alone!

Get in Touch – We could use your help!

Crossroads will provide our Project Discovery therapeutic foster homes with:

- Specialized training
 - Counseling
- Financial assistance
- Clinical Support
 - Staff Support
- Some services brought right to your home

For more information about Project Discovery by Crossroads:

Kerri Durkin

Program Director

kerri@crossroadsprograms.org
609.880.0210 x106

Stephanie Green

Treatment Home Coordinator

Stephanie@crossroadsprograms.org
609.880.0210 x120

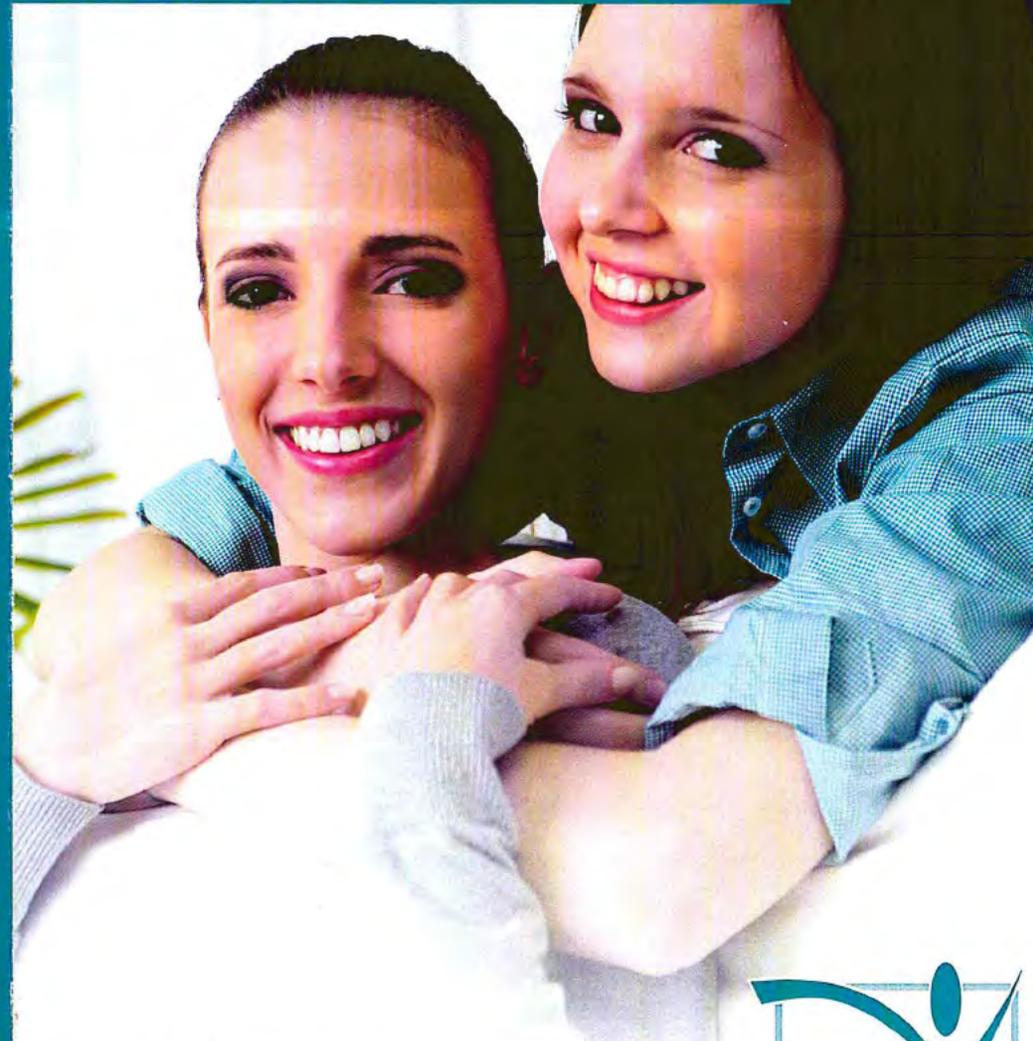


610 Beverly Rancocas Road
Willingboro, NJ 08046

P: 609.880.0210
F: 609.880.0230

www.crossroadsprograms.org

Project Discovery by Crossroads



Life is a journey toward self-discovery... let Crossroads be part of that journey.

Project Discovery by Crossroads is designed to provide safety and support for LGBTQ youth.



Attachment M

Razoo is now Mightycause! Same great fundraising tools, mighty new name. [READ MORE](#)



(0)

CROSSROADS PROGRAMS INC A NONPROFIT ORGANIZATION

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LGBTQ Focused Services

In 2007, Crossroads opened Project Discovery, specialized Foster Homes for self-identified lesbian, gay, bisexual, transgender, and/or questioning (LGBTQ) youth. A program providing them with the support and sensitivity necessary to address their unique needs. While Project Discovery was growing, there were requests from the other providers and the community for something to bring LGBTQ youth together for support, socialization and to know they are not alone. With the help of concerned youth and adults from the community, this group has finally come to fruition.

Kaleidoscope — Teens embracing, experiencing, and transforming the spectrum

Meeting monthly at The Spot at the Voorhees Town Center, this youth-run group hopes to offer support, advocacy and information to their peers. To our knowledge, we are the only such group in South Jersey.

We are a grassroots, start-up group with no grants or funding behind us. We will survive on the generosity of those who have taken this journey or watched someone take it and know what a difference acceptance and support can make.

We need support for rent, background checks on the adult volunteers, snacks, supplies and to offset the cost of some of the events the youth hope to attend.

Our youth have so many exciting ideas about speakers and events (including a prom) that we want to tap into that energy as quickly as possible and reduce as many barriers as possible.

Attachment N



MAGAZINE • NEWSLETTERS



Local Organization Seeks Foster Parents for LGBTQ Youth

by **BRYAN BUTTLER** • 5/28/2014, 9:00 a.m.



The number of LGBTQ youth who are homeless or seeking shelter is staggering: according to recent studies by UCLA, **nearly 40% of homeless youth identify as LGBTQ**. A local South Jersey

organization is trying to address the specific needs of foster homes for gay youth, and is seeking a few good people to help in their efforts.

Next month, **Crossroads Programs** will be hosting an information session in Collingswood, New Jersey (a simple PATCO ride over the Ben Franklin Bridge) at the Collingswood Community Center for those interested in learning information about how to provide support and homes for LGBTQ youth.

“When Crossroads Programs looked for a place to host an information session for potential foster parents for LGBT youth, they first thought of Collingswood,” said Lydia Cipriani, Director of Development and Communications for Crossroads, who called Collingswood “a progressive town with a significant gay community.”

The organization wants to emphasize the distinct needs of LGBTQ youth, especially in a foster care situation. Program Director Kerri Durkin reinforced this point: “Lesbian, Gay, Transgender, Bisexual and Questioning teens are a particularly vulnerable group and they need adult support while going through a difficult period in their lives. Problems tend to loom large when you’re a susceptible teen. It’s important to have emotionally supportive adults in your life to let you know that you’re cared for and supported.”

The **Collingswood Community Center** information session takes place on Thursday, June 26 from 6-8PM; it’s located at 30 West Collings Avenue. For more information, visit Crossroads Program’s [website](#), or contact 800-601-4900.

Read More About:



Collingswood

LGBTQ Youth

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Attachment O



Philadelphia Gay News

HONESTY • INTEGRITY • PROFESSIONALISM

PGN



REGIONAL —

N.J. youth agency looks to match LGBT adults, teens

PGN Staff June 19, 2014



Crossroads Programs was founded in 1978 to support and empower young people who have been abandoned, abused, homeless or at-risk and now the New Jersey-based organization hopes to inspire the LGBT community to help.

Crossroads Programs implemented Discovery Project in 2006 to help find foster homes for LGBT youth and is redoubling its efforts with an information session geared toward LGBT-headed households later this month.

Crossroads director of development and communications Lydia Cipriani said that Discovery Project grew from the high volume of youth the organization encounter who were marginalized because of their LGBT identity.

“A high percentage of LGBT kids were running away or homeless because they were rejected for their sexual orientation or gender identity,” she said.

And, when the youth entered the foster-care system, they were often met by families who were not accepting of their LGBT identity, said Crossroads CEO Michael Snyder.

“There were a number of LGBT youth who were not feeling safe in traditional foster care,” Snyder said. “So we made it our mission to create a safe space and support youth in their development by recruiting families who would provide a loving, supportive home. These kids need to know that they are loved and cared for and if they have that supportive

environment, that is just one less thing they have to deal with.”

Discovery Project normally serves up to 10 youth per year, who usually are 15 or 16, but who range from 12-21.

To become a treatment foster parent, individuals must go through an interview, home check, trainings and licensing and be inspected by the state. Crossroads also offers additional training on LGBT issues.

The agency conducts reference checks on the prospective foster parents and also looks to ensure the family can financial support a child. While the family is reimbursed up to \$75 a day for their participating, Snyder noted fostering is not a salaried job.

Program director Kerri Durkin said the youth who go through the Discovery Program are normal teenagers.

“They are just like any other kid in the program except they are dealing with something additional. They have the same problems and emotional issues,” she said, noting it can be difficult to find people who understand the added pressures LGBT youth are facing. “It is an ongoing challenge with treatment and foster case in general with this population.

LGBT adults, Cipriani noted, are a natural match for the program, as they’ve likely faced some of the same issues the youth are dealing with.

“We want to find people who understand them and who will provide the tolerance and sympathy they need,” she said. “Historically, the LGBT community has come together for causes that are important to them and provide a lot of support.”

Crossroads will host an information session from 6-8 p.m. June 26 at the Collingswood Community Center, 28 W. Collins Ave., in Collingswood.

For more information, visit www.crossroadsprograms.org.

◻ Prev

Next ◻

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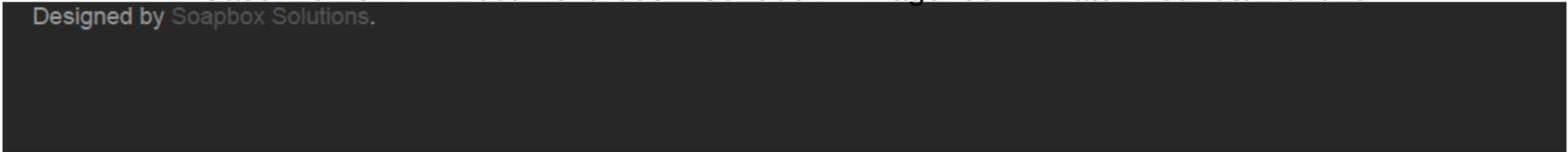
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Attachment P

Mother/Baby Host Home

Children & Families

Therapeutic Foster Care

CRR Host Home

Mother/Baby Host Home

Behavioral Health
Rehabilitation Services

Case Management &
Resource Coordination
Services

Relief Support

Emergency After Hours
Placement Response
Service

Family-Based Services

Adults with Disabilities

It takes a village to raise a child, and at Pennsylvania MENTOR, we help build a community of support for the young mothers we serve. In this program, young mothers living in the homes of our foster parents, who we call Mentors, receive intensive case management services to help them be the best moms they can be. The teenage girls are in foster care when they are pregnant or have already given birth. The baby lives with their mother in the Mentor's home. As long as it remains in the best interest of the child, the mother maintains full custody. Through our Mother Baby Host Home program, we help these young mothers learn how to support and care for their child.



Personalized Support

Our dedicated program service coordinators visit the young mothers in their Mentors' homes. We make sure the young mothers are working with the support system we help them develop, a support system that includes:

- Parenting classes
- Independent living classes
- Day care
- Support groups
- Access to health care, WIC, and transportation

Our experienced team is available to the young mothers 24/7, offering constant guidance and support. Our goal is to make sure these young women have everything they need to be the best moms possible.

This program is available in Philadelphia, Bucks, Montgomery, Delaware, and Chester Counties. Please call 215-925-3461 *5025 for more information.

If you would like to help a young mother and her baby have the best start possible, go to www.makeadifferenceathome.com to learn more about becoming a Mentor!

Attachment Q

Therapeutic Foster Care

Children & Families

Therapeutic Foster Care

CRR Host Home

Mother/Baby Host Home

Behavioral Health
Rehabilitation Services

Case Management &
Resource Coordination
Services

Relief Support

Emergency After Hours
Placement Response
Service

Family-Based Services

Adults with Disabilities



The children we serve in our Therapeutic Foster Care program may have intellectual and developmental disabilities or emotional and behavioral challenges, and we provide them with nurturing homes where they can thrive.

A Personal Approach

Every child is different, and our team of clinical coordinators, behavioral specialists, and therapists work with the child and their Mentor to develop an Individual Service Plan. The plan outlines goals and personalized supports which include:

- 24-hour home-based monitoring
- Therapeutic intervention
- Nurturing support
- Guidance
- Access to routine family and community-based activities
- Life skills development
- Medication management oversight

It's All about Relationships

Our Therapeutic Foster Care program is supported by foster parents, who we call Mentors. We call them Mentors because they are more than care providers to the children we serve – they are teachers, advocates, and friends. Mentors open their homes and their hearts to the children we support. We carefully screen our Mentors and provide them with specialized skill development opportunities to ensure they are able to support the children in our program. We are with our Mentors every step of the way, providing them with 24/7 on-call support and guidance.

If you are interested in learning more about how you can change a child's life, go to [Be a Mentor!](#)

Western PA Area

412-731-7422

Central PA Area

717-657-2073

Pittston/Pocono Area

570-654-0953

Lehigh/Wescosville/Reading

610-706-0442

Philadelphia/Montgomery/Delaware/Bucks & Chester Counties

215-925-3461

Open Your Heart and Your Home



At Pennsylvania MENTOR, we believe every child deserves to live in a safe, nurturing home where they can feel valued and loved. Our Therapeutic Foster Care and [CRR Host Home](#) programs are designed to give them exactly that.

[Watch Video](#)

Attachment R



Pennsylvania Indian Child Welfare Handbook

Developed By

The Pennsylvania Child Welfare Training Program
University of Pittsburgh, School of Social Work

Pennsylvania Indian Child Welfare Handbook

The Pennsylvania Child Welfare Training Program is a collaborative effort of the Pennsylvania Department of Public Welfare, University of Pittsburgh, School of Social Work, and the Pennsylvania Children and Youth Administrators established to train direct service workers, supervisors, and administrators in providing social services to abused and neglected children and their families. The Training Program is centrally managed and regionally administered by the University.



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Table of Contents

I.	Introduction.....	3
II.	Historical Overview	5
III.	Congressional Findings.....	7
IV.	Cultural Considerations.....	8
V.	ICWA Basics	11
VI.	ICWA Terms And Definitions.....	12
VII.	What Does ICWA Mean for Me?	14
VIII.	ICWA Process	18
IX.	Footnotes and Bibliography	19
X.	Appendices	20
	A. Indian Child Welfare Act	
	B. Resource Directory of U.S. Tribes as Published in Federal Registry	
	C. Hearing Checklists	
	D. Additional Resources	

Section I Introduction

About the Handbook

This handbook has been developed as a way of disseminating information regarding the Indian Child Welfare Act (ICWA) and what it requires of county children and youth agencies and private providers throughout the Commonwealth. It is intended to be used as a quick-reference guide for staff in working with American Indian children and families, and is not a substitute for comprehensive training. Indian Child Welfare is part of Child Welfare and each State has the responsibility to implement best practice within the requirements of law.

The handbook provides historical context for the passage of ICWA, details the major requirements of the Act, includes cultural considerations for agency staff when practicing Indian Child Welfare work, hearing checklists and Tribal contact information.

What is the Indian Child Welfare Act?

The Indian Child Welfare Act, which went into effect in 1978, establishes minimum standards for the handling of child custody cases involving Indian children. Child custody cases for the purposes of ICWA are:

- *Foster care placement;*
- *Termination of parental rights;*
- *Pre adoptive placemen or;*
- *Adoptive placement.*

ICWA recognizes the government-to-government relationship that exists between the United States and tribes. ICWA does not govern the actions or practices of tribes. Instead, it honors the authority of tribes to intervene in child welfare matters and provides that Tribal Courts have authority to adjudicate child custody cases involving children of the tribe. Most tribes in the United States now have their own child welfare services.

Why is it important in Pennsylvania?

At one time numerous tribes resided in what we now call Pennsylvania. The Susquehanock, the Erie, the Delaware, the Honniasont and the Shawnee are a few of the tribes that lived within the Commonwealth's borders. Although currently, there are no federally recognized tribes residing in Pennsylvania, many Indians are residents of Pennsylvania. Approximately 50,000 Indian people (American Indian alone or in combination with another race) reside in Pennsylvaniaⁱ. According to the 2000 U.S.

Census, just over 15,000 children under the age 18 are Indian or are Indian in combination with another raceⁱⁱ. Some families have been in the area for many generations; other families are from elsewhere in the country. Many are enrolled or eligible for enrollment in tribes. ICWA applies whenever a child who is enrolled or eligible for enrollment in a tribe is involved in a child custody proceeding.

Federal Recognition

Federally recognized tribes have dependent sovereign nation status. This means that they have the authority to govern themselves. Some tribes choose leaders using traditional ways and other tribes have adopted a constitutional way of electing leaders.ⁱⁱⁱ In addition, federally recognized tribes are eligible for federal benefits including health care and housing. There are over 550 federally recognized tribes and Native Alaskan villages in the United States. Some 200 more tribes are petitioning for recognition.^{iv} Some tribes have lost federal recognition. The Menominee Tribe lost federal recognition in the 1960's through a federal termination program. The program was unsuccessful and the Menominee regained their federal recognition in the 1970's.

Section II Historical Overview

To understand ICWA, one must understand the historical context in which ICWA was crafted. This historical overview is brief and is not intended to represent a complete history. Its purpose is to assist the reader in understanding major events that precipitated the necessity of ICWA. ICWA was passed in response to information that revealed that Indian children were being removed from their homes and placed in foster care at much higher rates than non-Indian children. Many children were removed from their homes because of a lack of understanding of Indian culture and child rearing practices. In addition, an overwhelming majority of Indian children were being placed with non-Indian caregivers who not only did not understand the culture from which the Indian children came they were unable to maintain the cultural connections.

When the settlers came to America, Indian tribes lived all over the United States in every State. Tribes were pushed from their homes and migrated further west. Conflict occurred as the settlers pushed their way further into the country and from misunderstandings of culture. For example, when the settlers offered Indian tribes trinkets for land, the Indians never realized that they were selling the land. In Indian culture, the creator made the land for all men and animals to use. Land was not bought or sold. Once the settlers began to develop governments, policies regarding Indians were established. Federal policy has flipped from annihilation of Indian tribes and culture to assimilation and somewhere in between.

In 1887, Congress enacted the Dawes Act. The Dawes Act was supposed to protect Indian land. It allowed Indian male heads of family to register to claim 160 acres of reservation land. Smaller allotments were given to single men and orphaned men. In order to register, an Indian had to use a more socially accepted name. His tribal name could not be used. Some of the workers registering Indians under the Dawes Act used the names of their friends and family when registering Indians thereby making it possible to steal the land from the Indians. To determine who was Indian and eligible for the land, the blood quantum theory was used. Those who could document that they were one half or more Indian were registered on the rolls and given land. Some of the land given to Indians was desert land. Once the reservation land had been divided among the “blooded” Indians, the rest of the reservation land was sold to non-Indians. What was supposed to assimilate and “civilize” the Indians by providing them with property ownership and giving them an acceptable way of living as farmers, further robbed the Indians of their culture and way of life.

The creation of boarding schools was an attempt to mainstream Indians into society. What it did was forcibly remove children from their families and place them far from their homes. They were not allowed to speak their language nor to have or to practice anything that resembled their Indian culture, including their name. This was another attempt to civilize the Indians by “killing the Indian and saving the man”. Richard Henry Pratt ran the first boarding school in an abandoned military barracks in Carlisle. Indian parents who resisted sending their children to boarding schools were denied rations; others had their children removed by force. In 1928, a report commissioned by the Indian Commission brought to the forefront criticism of boarding schools and of government policy regarding Indians. This same report also led to repeal of the Dawes Act. By the 1930’s boarding schools were being closed. But even as the pendulum eventually shifted from assimilation to providing services to assist families, the Indian tribes were not consulted. Someone else who was not Indian determined what was needed and what was best.

At the time of enactment of the Indian Child Welfare Act, Congress laid out a clear statement of fact:

- “That there is no resource that is more vital to the continued existence and integrity of Indian tribes than their children and that the United States has a direct interest, as trustee, in protecting Indian children who are members of or are eligible for membership in an Indian tribe,
- That an alarmingly high percentage of Indian families are broken up by the removal, often unwarranted, of their children from them by non-tribal public and private agencies and that an alarmingly high percentage of such children are placed in non-Indian foster and adoptive homes and institutions, and
- That the States, exercising their recognized jurisdiction over Indian child custody proceedings through administrative and judicial bodies, have often failed to recognize the essential tribal relations of Indian people and the cultural and social standards prevailing in Indian communities and families.”

Section III Congressional Findings

Congressional Declaration of United States Policy

When enacted in 1978, the Indian Child Welfare Act was given by Congress the following purpose:

“Congress hereby declares that it is the policy of this Nation to protect the best interests of Indian children and to promote the stability and security of Indian tribes and families by the establishment of minimum federal standards for the removal of Indian children from their families and the placement of such children in foster or adoptive homes which will reflect the unique values of Indian culture, and by providing for assistance to Indian tribes in the operation of child and family service programs.”

Section IV Cultural Considerations

Given that there are over 550 Indian tribes and Alaskan villages, each with unique cultural considerations, this section will give a brief overview of factors that are intrinsic to most Indian tribal cultures. Although the non-Indian worker should bear these considerations in mind when working with an Indian family, the worker should also educate himself when working with a family of a particular tribe. Some families may be very traditional and other families may be less traditional. Each family and each individual within that family should be assessed based in context of their own history, tribal affiliation, connectedness to that tribe and amount of assimilation into the dominant society.

The non-Indian worker should tune into his own personal biases. Most non-Indians have very little exposure to Indians and Indian cultures except for what is portrayed in television, movies, and books of the dominant culture. The non-Indian worker may have pre-determined concepts of what is Indian based on these sometimes inadequate portrayals. Often Indians are depicted in a either a romantic, melodramatic portrayal or an unsophisticated, violent portrayal. In addition to addressing his own personal biases, the worker may also have to tune into biases that the Indian family may have toward the non-Indian worker.

Provided the acrimonious nature of the historic relationship between Indian and non-Indian peoples overall as well as that between the federal government and tribal nations, it is not unusual to find Indian families who are still distrustful of non-Indians and of government agencies. In addition to not making assumptions based on faulty portrayals perpetuated by the dominant society, the worker should also not presume some knowledge enables him to make educated assumptions. The strengths and needs of the Indian family should be understood within the context of tribal culture and not assessed as a result of the context of tribal culture. Admitting a lack of understanding and asking questions could go a long way in engaging a reluctant and suspicious family. A worker might ask if the family has concerns because of the differences in background and culture. By making the cultural difference a topic in the preliminary engagement process, a family may be more willing to discuss feelings of mistrust and suspicion. Addressing the differences in culture early on may lay better foundation for the worker to effectively contract with the family later.

In addition to admitting lack of knowledge and differences in culture, it is important that the non-Indian worker identify and acknowledge feelings of anger, rage, and resentment resulting from the anguish inflicted by attempts to annihilate Indian culture at any cost. It

is difficult for a non-Indian to comprehend the magnitude of what has happened to Indian people. Almost every Indian family has been negatively affected. Tribal lands have been lost, communities destroyed, customs and languages lost and children forever removed from families. The worker should do this without seeming defensive. It does not matter that the worker was not the one to do these things. It is enough that it was done.

The way a family perceives their culture is illustrated in their everyday life. Because Pennsylvania has no federally recognized tribes, workers will not be meeting families on tribal reservations. The family's cultural identity and their extent of assimilation will still be visible in their family customs, their language, their spiritual beliefs, and their relationship to extended family. As in working with any family, a worker cannot assess a family's behavior and actions based on the worker's own culture and experience. For example, a worker may fail to recognize not maintaining eye contact as a sign of politeness if he only evaluates that behavior based on his own culture and experience. It is always important regardless of the culture of the family or the culture of the worker to assess the family based on their cultural norms which may be slightly varied from family to family even within the same tribe.

Most Indian culture recognizes the importance of the extended family. Tribes live as a community in a way that emphasizes sharing and expounds on the greater good of the whole rather than the good of the individual. For example, child-rearing responsibilities may be shared by extended family members in addition to the parents. There may be times as well when extended family members provide the bulk of the child rearing. Children are viewed in typical tribal culture as gifts from the creator. If they are not properly cared for, the creator may choose to take them back. When coupled with Indian philosophy that all things are connected and when the world is unbalanced harmony is disrupted, it makes sense that responsibilities and the basics of life are shared. It would not be unusual for an Indian family to house, feed and clothe extended family members even if they barely have enough for themselves.

For many Indian families, the extended family is the primary support resource. If an Indian family has a connection to their extended family, it would be important to include them in the casework process. Resistance can be reduced when a family sees value and appropriateness in the intervention. The family may value the inclusion of elders or traditional healers. The worker must be sure to recognize and respect that each extended family group has its own rules and ideals. Even if the extended family is not part of the permanency goal for a child, they should be included in the planning making process. For every child regardless of culture it is important to maintain connections to culture and community. Although the tradition of extended family can be a great

resource, the worker must be careful of causing family division in addition to already existing family divisions. As within any family, the worker must recognize and show consideration for the roles of various members as decision makers or advice givers. Many decisions are made with consultation and approval of extended family members.

- ❖ As true in developing any relationship, the worker must employ active listening, communicating concern and acceptance verbally, and non-verbally.
- ❖ The worker's sincerity may be tested. The worker could be assessed verbally and non-verbally using silence and even humor. The worker should not be surprised if the family asks personal questions of the worker.
- ❖ The use of humor is an important part of Indian culture. If the family jokes with the worker it may be an indication of rapport.
- ❖ Pauses and silences during conversation are important. Many Indian people are taught to think carefully through something before responding. Don't rush a response.
- ❖ Another way to build rapport is the use of casual conversation. By taking time to engage in some non-work related conversation the worker establishes who he is as a person.
- ❖ A gentle handshake could be offered as a sign of respect.
- ❖ Extended family members may be present and communicate through a designated person. Don't urge everyone to actively participate.
- ❖ Time kept by the clock may be more important to you than the family.
- ❖ The worker may be offered a beverage and/or food. If refused the family may be very insulted.

This brief overview of cultural considerations is by no way all-inclusive but rather designed to help the worker to begin to appreciate Indian culture and to spark interest in adding to the worker's knowledge base. All tribes, all extended families and all immediate families are unique.

Section V ICWA BASICS

When Does ICWA Apply?

ICWA applies when an Indian child is involved in a child custody proceeding.

Indian Child

Person who is:

- Unmarried and;
- Under age 18

And either:

- A member of an Indian tribe or;
- Is eligible for membership in an Indian tribe and is the biological child of a member of an Indian tribe

Child Custody Proceeding

Foster care placement – any action removing an Indian child from his parent or Indian custodian for temporary placement in a foster home or institution or the home of a guardian or conservator where the parent or Indian custodian cannot have the child returned upon demand but where parental rights have not been terminated.

Termination of parental rights – any action resulting in the termination of the parent-child relationship.

Pre adoptive placement – the temporary placement of an Indian child in a foster home or institution after the termination of parental rights, but prior to or in lieu of adoptive placement.

Adoptive placement – the permanent placement of an Indian child for adoption including any action resulting in the final decree of adoption.

When Does ICWA Not Apply

- A temporary placement arrangement in which the parent or Indian custodian can have the child returned at any time, such as a Voluntary Placement Agreement.
- Custody awarded to a parent as part of a divorce proceeding.
- Most delinquency proceedings.

Section VI ICWA Terms and Definitions

Child custody proceeding --

foster care placement – any action removing an Indian child from his parent or Indian custodian for temporary placement in a foster home or institution or the home of a guardian or conservator where the parent or Indian custodian cannot have the child returned upon demand, but where parental rights have not been terminated;

termination of parental rights – any action resulting in the termination of the parent-child relationship;

pre adoptive placement – the temporary placement of an Indian child in a foster home or institution after the termination of parental rights, but prior to or in lieu of adoptive placement; and

adoptive placement – the permanent placement of an Indian child for adoption, including any action resulting in a final decree of adoption. Such term or terms shall not include a placement based upon an act which, if committed by an adult, would be deemed a crime or upon an award, in a divorce proceeding, of custody to one of the parents.

Extended family member – defined by the law or custom of the Indian child's tribe or, in the absence of such law or custom, shall be a person who has reached the age of eighteen and who is the Indian child's grandparent, aunt or uncle, brother or sister, brother-in-law or sister-in-law, niece or nephew, first or second cousin, or stepparent.

Indian – any person who is a member of an Indian tribe, or who is an Alaska Native and a member of a Regional Corporation as defined in 1606 of title 43.

Indian child – any unmarried person who is under age eighteen and is either (a) a member of an Indian tribe or (b) is eligible for membership in an Indian tribe and is the biological child of a member of an Indian tribe.

Indian child's tribe – (a) the Indian tribe in which an Indian child is a member or eligible for membership or (b), in the case of an Indian child who is a member of or eligible for membership in more than one tribe, the Indian tribe with which the Indian child has the more significant contacts.

Indian custodian – any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child.

Indian organization – any group, association, partnership, corporation, or other legal entity owned or controlled by Indians, or a majority of whose members are Indians.

Indian tribe – any Indian tribe, band, nation, or other organized group or community of Indians recognized as eligible for the services provided to Indians by the Secretary because of their status as Indians, including any Alaska Native village as defined in section 1602(c) of title 43.

Parent – any biological parent or parents of an Indian child or any Indian person who has lawfully adopted an Indian child, including adoptions under tribal law or custom. It does not include the unwed father where paternity has not been acknowledged or established.

Reservation – Indian country as defined in section 1151 of title 18 and any lands not covered under such section, title to which is either held by the United States in trust for the benefit of any Indian tribe or individual or held by any Indian tribe or individual subject to a restriction by the United States against alienation.

Secretary – the Secretary of the Interior.

Tribal court – a court with jurisdiction over child custody proceedings and which is either a Court of Indian Offenses, a court established and operated under the code or custom of an Indian tribe, or any other administrative body of a tribe, which is vested with authority over child custody proceedings.

Section VII What Does ICWA Mean for Me?

Involuntary child custody proceedings

It is the responsibility of the county children and youth **agency** as the petitioning agency to **notify** the **tribe** when a child custody proceeding (see definitions page 10) involves an Indian child or a child who may be an Indian child.

If the child is not currently a member of the tribe, the county children and youth agency must contact the tribe for determination of the child's membership. Each tribe solely determines membership (for Tribal contact list, see Appendix B).

Jurisdiction

The child's **tribe** has the **right to intervene** at any point in child custody proceedings.

Tribes have **jurisdiction** over child custody proceedings of children residing on **reservation**; this may be concurrent with the state (P.L. 280 states tribes may have exclusive jurisdiction). When a Tribal Court has custody of an Indian child, the Indian tribe retains exclusive jurisdiction regardless of where the child lives.

Tribes may petition for **transfer** of the child custody proceeding. The juvenile court may have temporary jurisdiction over an Indian child who is temporarily or permanently living off of the reservation. Jurisdiction must be transferred from juvenile court to tribal court upon the petition of the tribe, parent or Indian custodian unless there is good cause to the contrary.

There is no definition for good cause to the contrary. The court will determine if good cause to the contrary exists.

The county children and youth agency must send **notice** by **registered mail**, to the parent, Indian custodian and tribe of pending child custody proceedings in juvenile court (for Tribal contact list, see Appendix B).

Notice must **include** the following:

- Child's name;
- Child's tribal affiliation, if known;
- Copy of document or petition which initiates the action;

- County Agency contact information (petitioner) including contact information for county agency attorney;
- A statement informing the parents, Indian Custodian and tribe of their right to intervene;
- A statement that if the parents, Indian Custodian or tribe are unable to afford counsel one will be appointed for them;
- A statement that the parents, Indian custodian or tribe can have up to twenty days to prepare for the proceedings;
- The Court's location, mailing address and telephone number;
- A statement informing the parents; Indian custodian or tribe of the right to request a transfer to tribal Court;
- The potential legal consequences on the rights of the parties if the child is adjudicated dependent; and
- A statement that child custody proceedings should be kept confidential.

If the **identity** or location of the parent or Indian custodian and the tribe is **unknown**, the notice shall be given to the **Secretary of the Interior**, who shall have fifteen days after receipt to provide the requisite notice to the parent or Indian custodian and the tribe.

No foster care placement or termination of parental rights **proceeding** shall be held until at **least ten days after receipt of notice** by the parent or Indian custodian and the tribe or the Secretary provided that the parent or Indian custodian or the tribe shall, upon request, be granted up to twenty additional days to prepare for such proceeding.

All parties have the right to examine all reports or documents related to the case.

The court must be satisfied that **active efforts** have been made to provide remedial and rehabilitative services to prevent family breakup and that these efforts have failed.

A court order for placement must be determined by **clear and convincing evidence** including qualified expert witness testimony that continued custody of a child by the parent is likely to result in serious emotional or physical damage to the child.

A qualified expert witness is meant to be someone with expertise beyond a social worker and includes:

- ◇ tribal members recognized by the tribe as knowledgeable in family organization and child rearing,
- ◇ lay experts with substantial experience in Indian child and family services, or
- ◇ professional persons with considerable experience in their respective field.

Foster care placement preferences must follow a prescribed order, absent good cause to the contrary:

- (1) a member of the child's extended family,
- (2) a foster home that is approved or licensed by the child's tribe,
- (3) an Indian foster home of another tribe that is licensed by the appropriate agency; or
- (4) an institutional placement for children that is approved by the child's tribe and is suitable to meet the child's needs.

Termination of parental rights may not be ordered without showing **beyond a reasonable doubt** that the continued custody of a child by the parent is likely to result in serious emotional or physical damage to the child. Evidence must include testimony of a qualified expert witness.

Adoptive placement requires **preference** be given, absent good cause to the contrary, to placement with:

- (1) a member of the child's extended family;
- (2) other members of the child's tribe;
- (3) members of other tribes; or
- (4) a non-American Indian family.

Adoption can be **overturned** within 2 years if fraud or duress is proven.

An **Indian adoptee** who is at least 18 years of age may, through the court, request his/her **adoption records** to identify possible tribal affiliation and any rights he/she may be entitled to as an Indian person.

Voluntary child custody proceedings

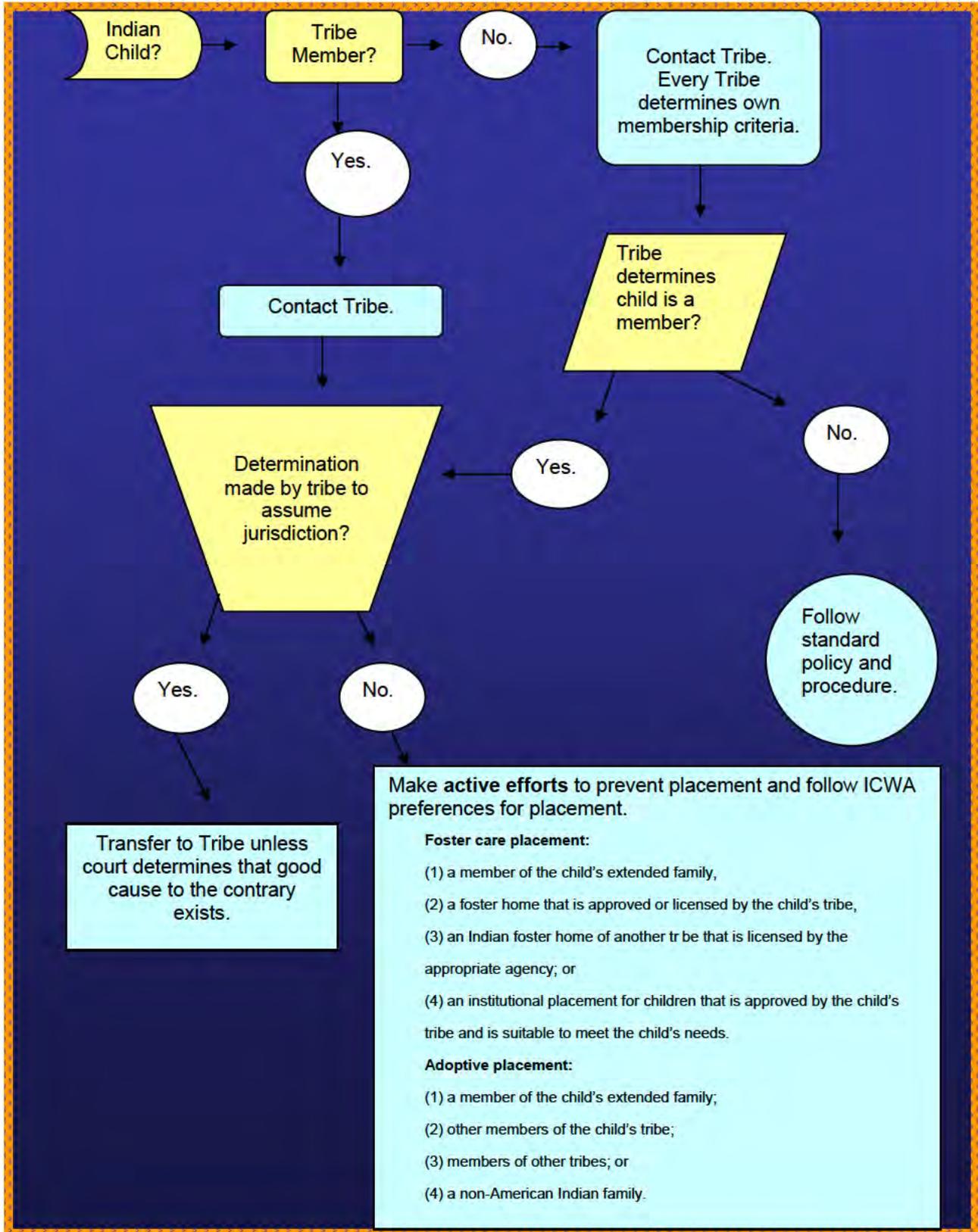
Voluntary placement agreements may be withdrawn at any time and the child must be returned to the parent.

Voluntary consent to termination of parental rights must be done in writing and recorded in the presence of a judge; certification is required that the parents fully understood their consent.

Any **consent for adoption** given prior to, or within 10 days after birth is not valid (Note: Adoption Act (23 Pa C.S. Chapter 27) at §2711 (relating to consents necessary to adoption) requires that any consent given within 72 hours is not valid.)

Consent to termination of parental rights or to adoption may be withdrawn at any time for any reason prior to entry of final decree. (Note: Adoption Act (23 Pa C.S. Chapter 27) § 2711 (relating to contents of consent) requires that the consent can only be revoked by the parent within 30 days of its execution.)

Section VIII ICWA Process



Section IX Footnotes and Bibliography

Footnotes

Kids Count Pocket Guide, American Indian Children: State –Level Measures of Child Well-Being From the 2000 Census, Annie E. Casey Foundation (2003)

Kids Count Pocket Guide, American Indian Children: State –Level Measures of Child Well-Being From the 2000 Census, Annie E. Casey Foundation (2003)

Native American Resource Directory for Juvenile an Family Court Judges National Council of Juvenile and Family Court Judges, Reno, Nevada (2003)

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Jones, BJ, *The Indian Child Welfare Handbook: A Legal Guide to the Custody and Adoption of Native American Children* , American Bar Association, Section of Family Law (1995)

Shulman, Lawrence, *The Skills of Helping Individuals , Families, Groups and Communities*, FE Peacock Publishers, Inc., (1999)

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Kids Count Pocket Guide, American Indian Children:State –Level Measures of Child Well-Being From the 2000 Census, Annie E. Casey Foundation (2003)

**Section X
Appendices**

- A. Indian Child Welfare Act**
- B. Resource Directory of U.S. Tribes as Published in Federal Registry**
- C. Hearing Checklists**
- D. Additional Resources**

Attachment S

WELCOME TO RAINBOW ADOPTIONS

Rainbow staff are happy that you are considering adoption and would love an opportunity to work with you in achieving this goal. We service families interested in domestic, private, or international adoptions. However, we specialize in the placement of children with special needs. Supportive and financial services are provided for many of these placements.

Most of our available children are classified as having special needs and follow under one or more of the following categories:

- children 0-18 years old who have been abused, neglected or abandoned.
- children that have physical, intellectual and/or behavioral problems.
- children who are members of sibling groups (allowing the children to stay together).
- children of minority races, especially Asian, Hispanic, Black and bi-racial, and Native American (the greatest need is for minority families for this group of children.)

CRITERIA FOR APPLICATION

Rainbow serves three groups of people:

- Native American Families
- Families residing in Western PA of any race, sex, religion or income level, and
- Birth mothers who are considering the plan of adoption for their infant or child.

It is Rainbow's goal to work with families and not against them.

TYPES OF SERVICES

Rainbow provides adoption related services to families and children. Our staff completes the home-study, searches, and post-placement services. We can arrange for parenting training, support groups, and often financial, medical and social services for the child.

Rainbow offers counseling services to birth mothers. We allow and encourage active participation from the birth mothers in choosing an adoptive family for her infant.

THE ADOPTION PROCESS

The first step in the adoption process is the completion of a homestudy. During the homestudy, a social worker with special training in adoption will conduct family preparation sessions. The family preparation sessions will give the social worker a clear understanding of the prospective adoptive family's reasons for adoption and their expectations about parenting.

These sessions will include the following topics:

- the types of children awaiting adoptive homes
- parenting the adopted child
- behaviors and handicaps
- bonding and attachment
- separation, loss and grief
- the adoption triad

· parenting the sexually/physically abused child

Personal references and physicians will be contacted and a criminal and child abuse background check must be complete. Once all paper work is received, there will be a visit to the family's home.

TYPICAL WAITING PERIOD

When you have successfully completed the homestudy, you will be eligible for the placement of a child in your home for the purpose of adoption. Given the factors of the adoptive family's preference and the availability of children, we cannot tell you how long it will take for you to receive a child. In most circumstances, however, families adopting special needs children usually have a brief wait.

POST-PLACEMENT SERVICES

After a child is placed with you, the agency will schedule a minimum of three (3) post-placement visits to assist and evaluate your transition to adoptive parenting. These visits occur over a six-month period, and at their positive conclusion, this agency will give its consent to legal finalization of the adoption of your child. Adoptive parents retain independent counsel to complete this process.

Thank you for your interest in Rainbow Adoptions. Please let us know if we can provide any additional information by contacting our agency at (412)782-4457. One of our goals is to reduce the number of children who wait for permanent homes. We hope that you choose to work with Rainbow Adoption Services to build your family.

120 Charles Street
Pittsburgh, PA 15238
Telephone: (412) 782-4457
FAX: (412) 767-7808
E-mail: mgold@cotraic.org

[HOME](#) | [HEADSTART](#) | [EARLY](#) | [ELDERS](#) | [CULTURAL](#) | [WIA PROGRAM](#)

Updated August 1, 2011

Attachment T



Quarterly Indicators Report

May 11, 2018



Executive Summary

The Quarterly Indicators Report highlights trends in essential Philadelphia Department of Human Services (DHS) and Community Umbrella Agency (CUA) functions, key outcomes, and progress toward the four primary goals of Improving Outcomes for Children (IOC):



More children and youth maintained safely in their own homes and communities



A reduction in the use of congregate care



More children and youth achieving timely reunification or other permanence



Improved child, youth, and family functioning

Data from the second quarter (October 1 – December 31) of Fiscal Year 2018 (FY18) reveal that the system continues to deal with a higher volume of Hotline and Investigation activity:

- There was a 12% increase in Hotline activity from FY17Q1-Q2 to FY18 Q1-Q2. FY18's projected total is expected to surpass FY17's total by 3,868 contact events.

There are many ways in which DHS and the CUAs are making strides towards IOC goals:



More cases closed than accepted for service. The total number of families receiving services continues to decline, and in the second quarter of FY18, more cases were closed than accepted for service.



Emphasis on kinship care. Nearly half of all youth in placement (47%) are in kinship care.



Many youth live close to home. Over half (51%) of the youth in foster and kinship care live within 5 miles of their home, and three quarters (76%) live within 10 miles.



Increases in permanency totals. The total number of youth achieving permanency has increased every year since FY15, and the reunification rate for FY18 Q1-Q2 was 6 percentage points higher than the rate in FY13 Q1-Q2.



Decrease in congregate care. The percentage of youth in congregate care (11.3%) has declined by 7.7 percentage points in 4 fiscal years, and falls below the national average (13%).



Continued decrease in repeat maltreatment. Despite an increase in total CPS reports, the overall percentage of indicated reports with re-abuse in FY17 has remained comparable to previous Q1-Q2 rates.

The report also reveals areas in which DHS and CUAs can continue to improve:

- **Declines in caseloads, but slightly higher than DHS' goal.** CUA case management workers carry an average of 11.2 cases. While this represents a decrease in caseload ratio from previous years, DHS is committed to funding CUAs for a 1:10 ratio.
- **Fewer cases closed.** In the first two quarters of FY18, DHS and CUA staff closed 154 fewer cases than they did in FY17 Q1-Q2, a decrease of 9%.
-  **Decreases in permanency timeliness.** While the one-year reunification rate for the first two quarters of the fiscal year has increased slightly, the two-year adoption rate for the first two quarters of FY18 was below 10% (compared to 40% in FY13) and the two-year PLC rate was below 20% (compared to 57% in FY13).

The report provides additional details for each of these areas and is organized by Department and CUA functions—Hotline, Investigation, and Service Delivery. Data associated with key outcomes—Permanency and Re-entry—are included in Section IV of the report. The methodology for the report is included in the appendix.



Contents

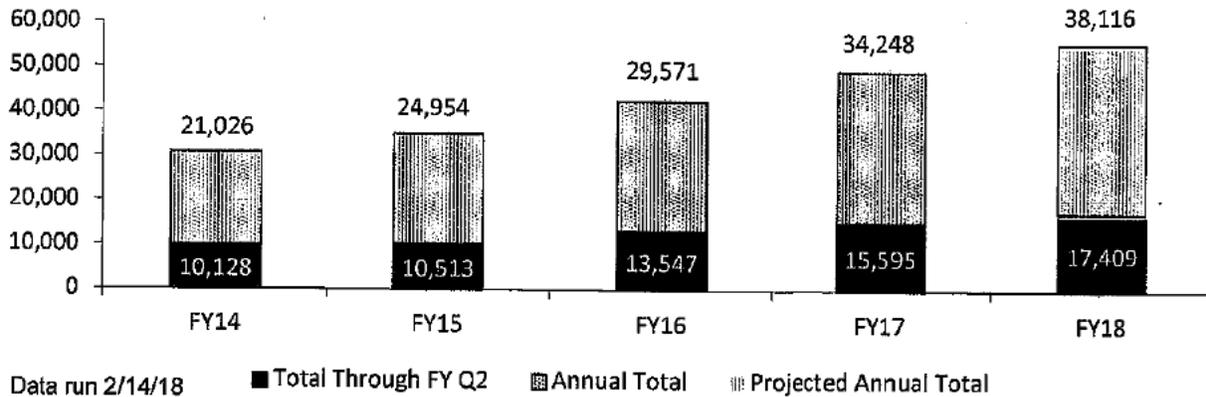
I.	Hotline.....	1
II.	Investigations.....	3
	Accept for Service Rate for Investigations.....	4
	Repeat Maltreatment.....	4
	Federal Measure.....	4
	Pennsylvania State Measures.....	5
III.	Services.....	6
	Volume.....	6
	Service Type.....	8
	Distance from Home.....	11
	Caseloads.....	12
	Monthly Visitation.....	13
IV.	Permanency.....	15
	Appendix.....	19



I. Hotline

The following section includes information related to Hotline, including volume (Figure 1) and screen out rate (Figures 2 and 3).

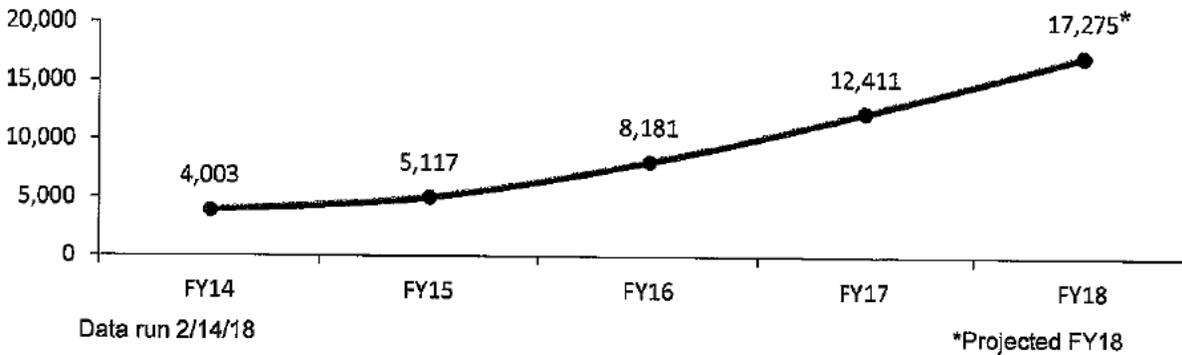
Figure 1. Hotline Report Activity



- The combined Hotline activity of Q1 and Q2 has increased every year since FY14.
- Hotline handled an additional 1,814 contacts (12% increase) in FY18 Q1-Q2 compared to FY17 Q1-Q2.
- The projected number of total hotline contacts for FY18 is expected to surpass FY17 totals by approximately 3,868 (11% increase).

Figure 2 below shows how many contact events were not accepted for investigation (“screened out”) because they do not meet CPS or GPS criteria.¹ In September 2017, a secondary screen out process began in the Hotline. With this new process, Hotline workers complete field screenings of GPS reports that are given the response priority time of 3 to 7 days.

Figure 2. Total CPS/GPS Screen Outs



- Compared to FY17, an additional 39% (4,864) of contact events are expected to be screened out in FY18.²
- The projected FY18 screen out total is expected to be more than 4 times the total for FY14.

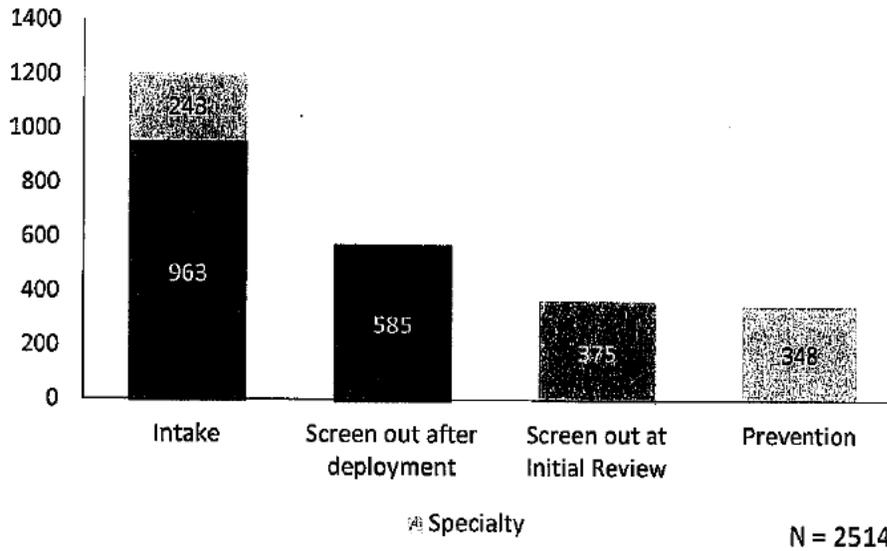
¹ Hotline Administrators review monthly samples to ensure the screen outs are appropriate.

² This is an increase of 2,775 from our FY18 projections after Q1. The change is due to an increase in screen outs from Q1 to Q2.



DHS created the Secondary Screen-out unit in late Summer 2017 to review GPS reports with a 3-7 day priority that were not immediately accepted for investigation. The unit may confirm the decision to screen out a case after an initial review (with or without a referral to prevention services) or the unit may deploy a hotline worker for screening. Deployed hotline workers may choose to send a case to intake for investigation or screen it out (labeled as screen out after deployment in Figure 3). Figure 3 below details the four outcomes for cases that were sent to the Secondary Screen-out unit: sent on to intake, screened out after deployment of hotline worker, screened out after the initial review, or sent to prevention.

Figure 3. Outcomes for Secondary Screen-out Cases 8/31/2017- 3/2/2018

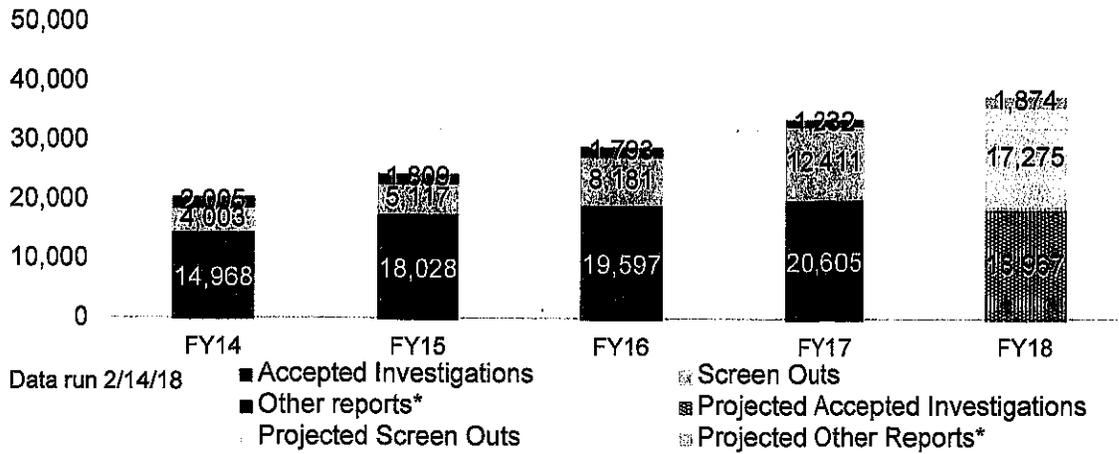


- About half (48%) of secondary screen-out cases were sent to intake with 963 going to general intake and 243 going to the specialty unit.
- About a quarter (23%) of secondary screen-out cases were screened out after deployment and 15% were screened out after the initial review.
- 14% of secondary screen-outs were sent to prevention.



Figure 4 shows the action taken for each Hotline contact event.

Figure 4. Hotline Action



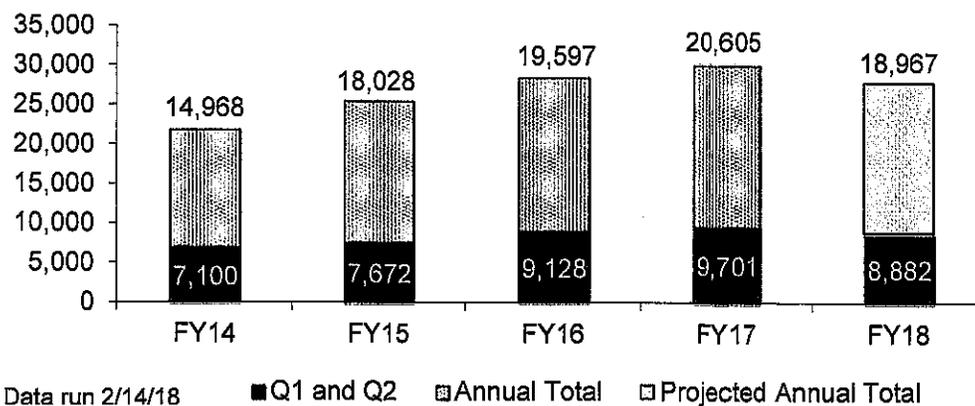
* Other reports include referrals for law enforcement only, other jurisdictions, information only, and follow-up on a prior report

- Since FY14, screen outs and accepted investigations have continued to increase.
- ☑ Over time, a higher percentage of contacts are being screened out instead of being accepted for investigation.
 - Close to one half (45.3%) of contacts in FY18 are projected to be screened out.
- The number of reports accepted for investigation in FY18 is projected to decrease by 1,638 (8% decrease), despite a projected increase in contact events.

II. Investigations

The Investigations Section provides additional detail about the volume of investigations (Figure 5), accept for service rate (Figure 6), and rate of repeat maltreatment (Tables 1 and 2).

Figure 5. Total Investigations

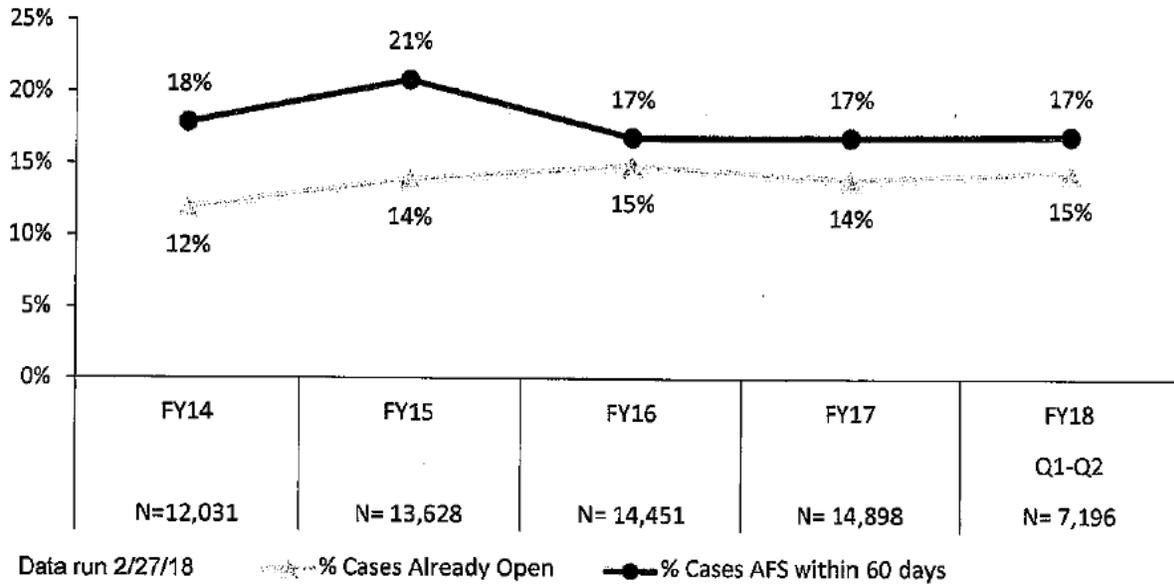


- There were 819 fewer hotline reports accepted for investigation in FY18 Q1-Q2 compared to FY17 Q1-Q2, an 8% decrease.
- There will be an estimated 1,600 fewer investigations in FY18 than in FY17.



Accept for Service Rate for Investigations

Figure 6. Investigations Accepted for Service (AFS)



- The number of cases accepted for service within 60 days of the report date has remained fairly consistent from FY16 through the first half of FY18.
- The percent of investigated cases that were already open for service has remained fairly steady, fluctuating by three percentage points over the last five fiscal years (13-16%).

Repeat Maltreatment

The federal government and the state of Pennsylvania differ in how they measure repeat maltreatment. Both measures are provided in this section.

Federal Measure

The federal measure for repeat maltreatment looks at the number of indicated CPS victims within a specific 12-month period and examines how many had another indicated report within the following year. Table 1 shows the rates of repeat maltreatment for FY14-17 using the federal measurement standard.



Table 1. FY15-17 Repeat Maltreatment—Federal Measure

Fiscal Year	Indicated CPS Victims	Victims with a Subsequent CPS Indication within 12 Months	Federal Repeat Maltreatment Indicator
FY14	598	14	2.3%
FY15	768	30	3.9%
FY16	876	33	3.8%
FY17 Q1-Q2	399	15	3.8%

- 33 of the 876 CPS victims in FY16 (3.8%) had a subsequent CPS indication within 12 months—the highest total number of victims in the past 3 fiscal years.
 - While FY15 and FY16 had similar rates, there were twice as many victims during these years than in FY14.
- The first two quarters of FY17 had a rate comparable to FY15 and FY16.

Pennsylvania State Measures

The Pennsylvania State measures for repeat maltreatment look at the number of CPS reports received during a specific time-period and identify those children who had a *previous* indication of abuse. The rate of repeat maltreatment for the State, as per the 2016 PA DHS report, was 5.7%. Table 2 shows the rates of repeat maltreatment for FY15-18 using the Pennsylvania state measure.

Table 2. Repeat Maltreatment—Pennsylvania State Measures

	FY15	FY16	FY17	FY18 Q1-Q2
Total Reports (CPS)	4,926	5,232	5,786	2,738
# of Reports with Suspected Re-abuse ¹	297	282	347	194
% of Reports with Suspected Re-abuse	6.0%	5.4%	6.0%	7.1%
# of Reports Indicated (CPS) ²	663	777	953	507
% of Reports Indicated	13.5%	14.9%	16.5%	18.5%
# of Indicated Reports with Re-abuse ³	64	70	78	44
% of Indicated Reports with Re-abuse	9.7%	9.0%	8.2%	8.7%

¹Total reports where a child is identified as a victim on a previous report at any time

²Number of CPS reports that were Indicated (allegations determined to be valid)

Data run 3/13/18

³Number of Indicated CPS reports where the identified child was a victim on a previous report

- The overall percentage of reports with indicated re-abuse (last row of Table 2) has declined over three fiscal years, but the first two quarters of FY18 had a slightly higher rate.
- As shown in row 1, there has been an 860 CPS report increase (17%) from FY15 to FY17.
 - The first two quarters of FY18 suggest this trend may continue; the number of CPS reports for FY18Q1-Q2 is higher than the first two quarters of FY16 and FY17—2,360 and 2,542, respectively (not displayed in the table above).
- In FY17, nearly 300 additional reports were indicated compared to FY15—a 44% increase.



III. Services

This section looks at various aspects of service delivery including volume, services received, distance from home, case management worker caseload ratios, and visitation.

Volume

The figures in this section look at trends in the total number of cases that have been accepted for service or closed—both by month (Figure 7) and Fiscal Year (Figure 8), and the total number of cases open for services (Figure 9).

Figure 7. Total Cases Accepted for Service and Closed by Month

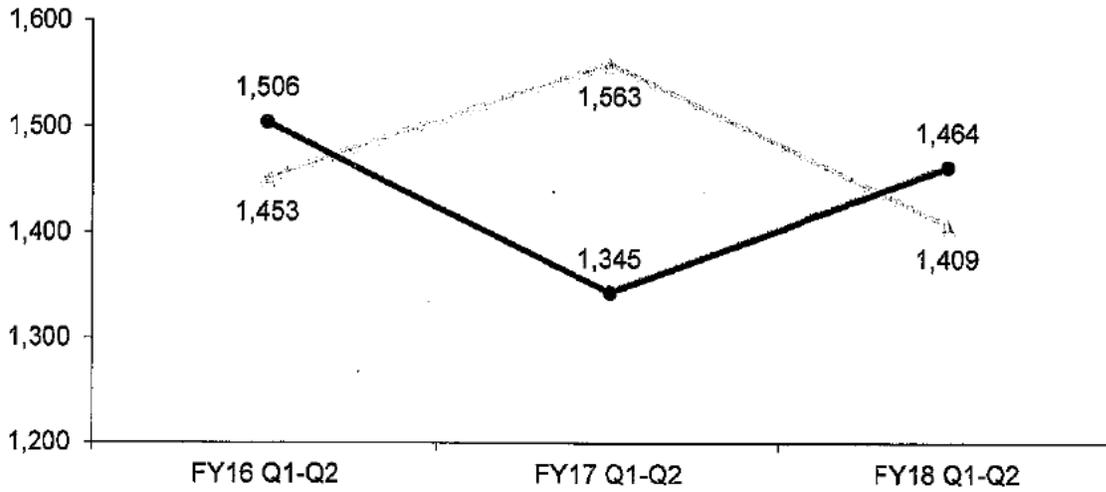


*Case Closed or Transferred to Open for Non-CYD Services (Delinquent or Subsidy)

- The total cases accepted for service varies month-to-month but hovers around 250.
- Since its peak in July 2017, the total cases accepted for service has declined.
- ☑ For the first time since February 2017, Q2 had more closed cases than cases accepted for service.



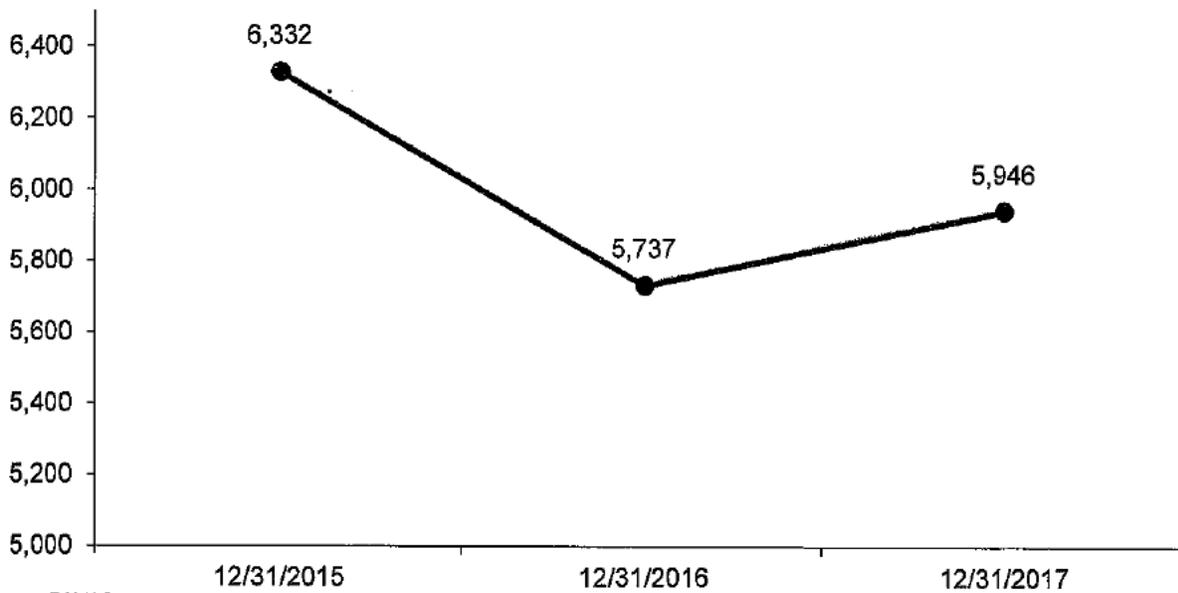
Figure 8. Total Cases Closed and Accepted for Service



Data run 2/27/18 Total Case Closures Total Cases Accepted for Service

- 154 fewer cases were closed in FY18 Q1-Q2 compared to FY17 Q1-Q2, a decrease of 9%.
 - The total cases accepted for service has fluctuated over the past 3 fiscal years; however, the FY18 Q1-Q2 total remained 2% (42 cases) below the FY16 Q1-Q2 total.

Figure 9. Total Open Cases³ as of December 31st of Each Year



Data run 5/1/18

- After a 9% decrease in open cases from December 31, 2015 to December 31, 2016, there was a slight increase through December 31, 2017 for a net change of -6% from 2015 to 2017.

³ Cases in the Adoption, PLC, and JJS queues were excluded.



Service Type

Two of the four main goals of IOC are to maintain children safely in their own communities and to reduce the utilization of congregate care. The tables and figures in this section provide information about what services youth are receiving. First, a point-in-time analysis highlights in-home (Tables 3 and 4) and placement (Table 5 and Figures 10 and 11) totals. This is followed by an analysis of aggregate placements by year (Figures 12 and 13).

Table 3. Total Cases and Children Receiving In-Home Services

	December 31, 2016		December 31, 2017		Percent Change	
	Cases	Children	Cases	Children	Cases	Children
DHS	23	53	25	57	8.7%	7.5%
CUA	1,741	3,720	1,914	4,233	10%	13.8%
Total	1,764	3,773	1,939	4,290	9.9%	13.7%

Data run 2/14/18

- Overall, there were 517 more youth and 175 more cases receiving in-home services at the end of December 2017 than in 2016 (13.7% increase in children, 9.9% increase in cases).

Table 4. Total Cases and Children Receiving In-Home Services by Type

	December 31, 2016		December 31, 2017		Percent Change	
	Cases	Children	Cases	Children	Cases	Children
In-Home Non-Safety	1,036	2,110	1,153	2,456	11.3%	16.4%
In-Home Safety	728	1,663	757	1,713	4%	3%
Pending Type	-----	-----	91	121	N/A	N/A
Total	1,764	3,773	2,001	4,290	13.4%	13.7%

Data run 2/14/18

- There were 346 more children receiving in-home non-safety services at the end of December 2017 than in 2016 (16.4% increase). There were also 117 more cases in December 2017, representing a 11.3% increase in cases from December 2016.
- There were 50 more children and 29 more cases receiving in-home safety services at the end of December 2017 than in 2016 (3% and 4% increases, respectively).

Table 5. Total Cases and Children Receiving Placement Services

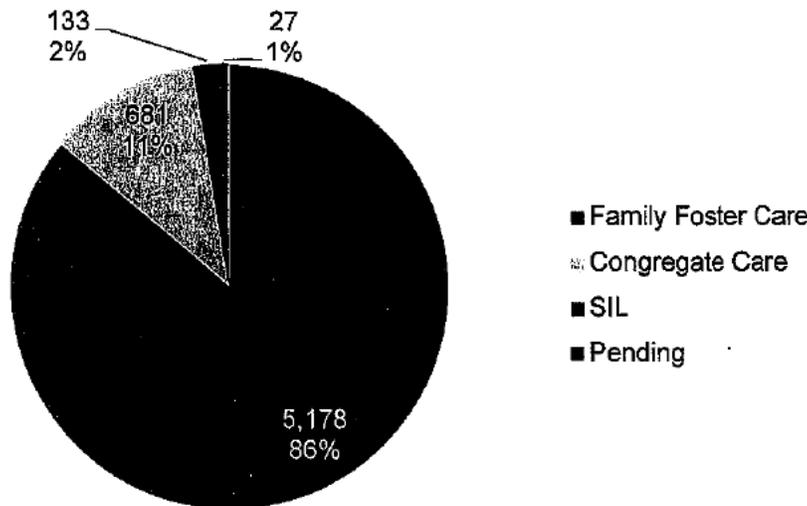
	December 31, 2016		December 31, 2017		Percent Change	
	Cases	Children	Cases	Children	Cases	Children
DHS	615	907	275	477	-55.3%	-47.0%
CUA	3,036	5,170	3,292	5,542	8.4%	7.2%
Total	3,651	6,077	3,567	6,019	-2.3%	-1.0%

Data run 2/14/18

- There were 58 fewer youth receiving placement services at the end of December 2017 than in 2016 (1% decrease).
- There were 84 fewer placement cases at the end of December 2017 than in 2016 (2.3% decrease).



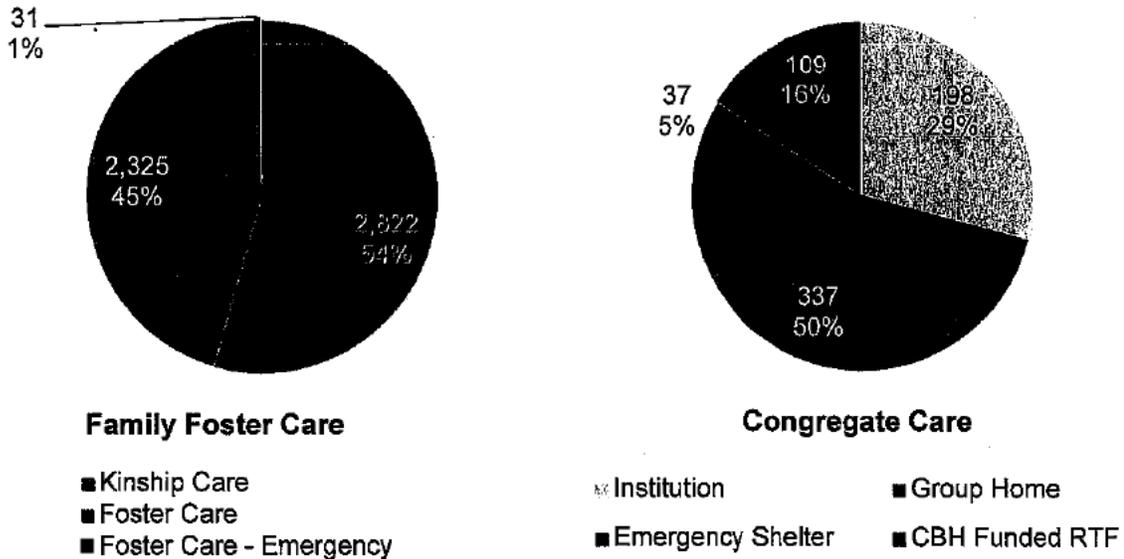
Figure 10. Children in Placement on December 31, 2017 by Placement Type⁴



Data run 2/2/18

- On December 31, 2017 a large majority (86%) of the 6,019 youth in placement were in family foster care.
- Roughly 1 in 9 (11.3%) youth in placement were in congregate care.

Figure 11. Children in Family Foster Care and Congregate Care on December 31, 2017



- Of the 5,147 youth in family foster care on December 31, 2017, over half (54%) were in kinship care and 45% were in foster care.
- Of the 712 youth in congregate care, half (50%) were in a group home, and less than one third (29%) were in an institution. 16% of youth in congregate care were in a CBH-funded Residential Treatment Facility (RTF), and 1 in 20 (5%) youth were in an emergency shelter.

⁴ Percentages may not add up to 100% due to rounding.



Distance from Home

DHS strives to keep children in or close to their communities. Table 6 shows the distance distribution for youth in CUA foster and kinship care using a point in time analysis.

Table 6. Distance from Home for Children Placed in a CUA Foster & Kinship Care as of December 31, 2017

CUA	0-2 miles		2-5 miles		5-10 miles		10+ miles		Unable to Determine Distance*		Total
	#	%	#	%	#	%	#	%	#	%	
01 - NET	125	27%	134	29%	110	24%	69	15%	18	4%	456
02 - APM	153	27%	120	21%	177	31%	101	18%	16	3%	567
03 - TPFC	139	24%	153	26%	135	23%	145	25%	10	2%	582
04 - CCS	88	25%	91	26%	77	22%	86	24%	10	3%	352
05 - TPFC ⁶	182	26%	237	33%	159	22%	118	17%	13	2%	709
06 - TABOR	76	25%	73	24%	77	25%	63	21%	14	5%	303
07 - NET	95	23%	83	20%	160	38%	69	16%	16	4%	423
08 - BETH	78	22%	70	20%	89	25%	105	29%	17	5%	359
09 - TPFC	120	25%	109	23%	114	24%	121	25%	15	3%	479
10 - TPFC ³	120	25%	131	28%	107	23%	88	19%	28	6%	474
Totals	1,176	25%	1,201	26%	1,205	26%	965	21%	167	3%	4,704

Data run 2/19/18

*Invalid home addresses include those outside of Philadelphia or incomplete addresses that could not be geocoded. Distances were calculated using ArcMap10.5 GIS software.

A majority (51%) of children residing in family foster care lived within 5 miles of their home of origin and (76%) within 10 miles of their home of origin.

⁶ Prior to 1/1/18, Turning Points for Children 5 and 10 were managed by Wordsworth.



Caseloads

DHS is committed to reducing case management workers' caseloads to 1:10. Table 7 shows the distribution of cases across workers by CUA, and Table 8 looks at caseloads for DHS' Ongoing Services Region (OSR).

Table 7. CUA Case Management Workers' Caseload Distribution on December 31, 2017⁷

CUA	Total Workers	Total Cases	Median Caseload	Average Caseload
01 - NET	45	511	11	11.4
02 - APM	45	510	12	11.3
03 - TPFC	53	576	12	10.9
04 - CCS	39	419	12	10.7
05 - TPFC ⁸	81	884	12	10.9
06 - TABOR	30	395	14	13.2
07 - NET	47	484	10	10.3
08 - BETH	35	424	14	12.1
09 - TP4C	53	534	11	10.1
10 - TPFC ⁵	50	562	12	11.2
Overall	478	5,299	12	11.2

Data run 2/27/18

- As reported in Q1, there continues to be little variation among CUA case management workers' median and average caseloads.
- NET-07 had the lowest median caseload (10), while Bethanna-08 had the highest median caseload (14).
- Turning Points-09 had the lowest average caseload (10.1), while Tabor-06 had the highest average caseload (13.2).

Table 8. DHS OSR Case Management Workers' Caseload Distribution on December 31, 2017⁹

CWO	Total Workers	Total Cases	Median Caseload	Average Caseload
DHS	23	211	9	9.2

Data run on 5/9/18

- DHS's Ongoing Services Region has an average caseload size of 9.2 and a median caseload of 9.

⁷ Table 7 excludes 192 cases that were not assigned to a worker in the database at the time of the data run.

⁸ Prior to 1/1/18, Turning Points for Children 5 and 10 were managed by Wordsworth.

⁹ Table 8 does not include Intake or Adoptions. Unlike Table 7, no cases or positions were excluded from the analysis.



Monthly Visitation

Pennsylvania State guidelines require that case management workers visit youth at least monthly. The following tables and figures show visitation rates for CUAs and DHS.¹⁰

Table 9 shows visitation for all dependent children, and Table 10 shows a subset of dependent children—those ages 5 and under. Figure 14 displays visitation rates for the last six months, and Figure 15 looks at visitation rates by CUA.

Table 9. Visitation for Dependent Children

	March 2017		March 2018	
	Total Children	Visitation Rate	Total Children	Visitation Rate
DHS	903	93%	704	91%
CUA	10,016	94%	10,599	92%

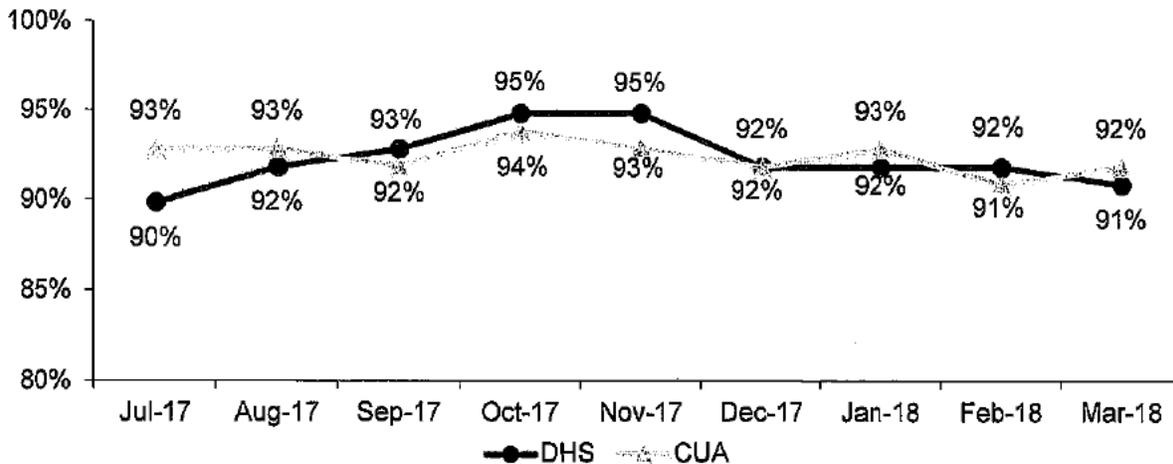
- Compared to March 2017, CUA and DHS rates slightly declined (-2%).

Table 10. Visitation for Dependent Children Ages 5 and Under

	March 2017		March 2018	
	Total Children	Visitation Rate	Total Children	Visitation Rate
DHS	205	95%	147	88%
CUA	3,500	96%	3,568	94%

- Compared to March 2017, DHS visitation rates for children ages 5 and under declined by 7% while the rate for CUAs declined by 2%.

Figure 14. DHS and CUA Visitation Rate, by Month

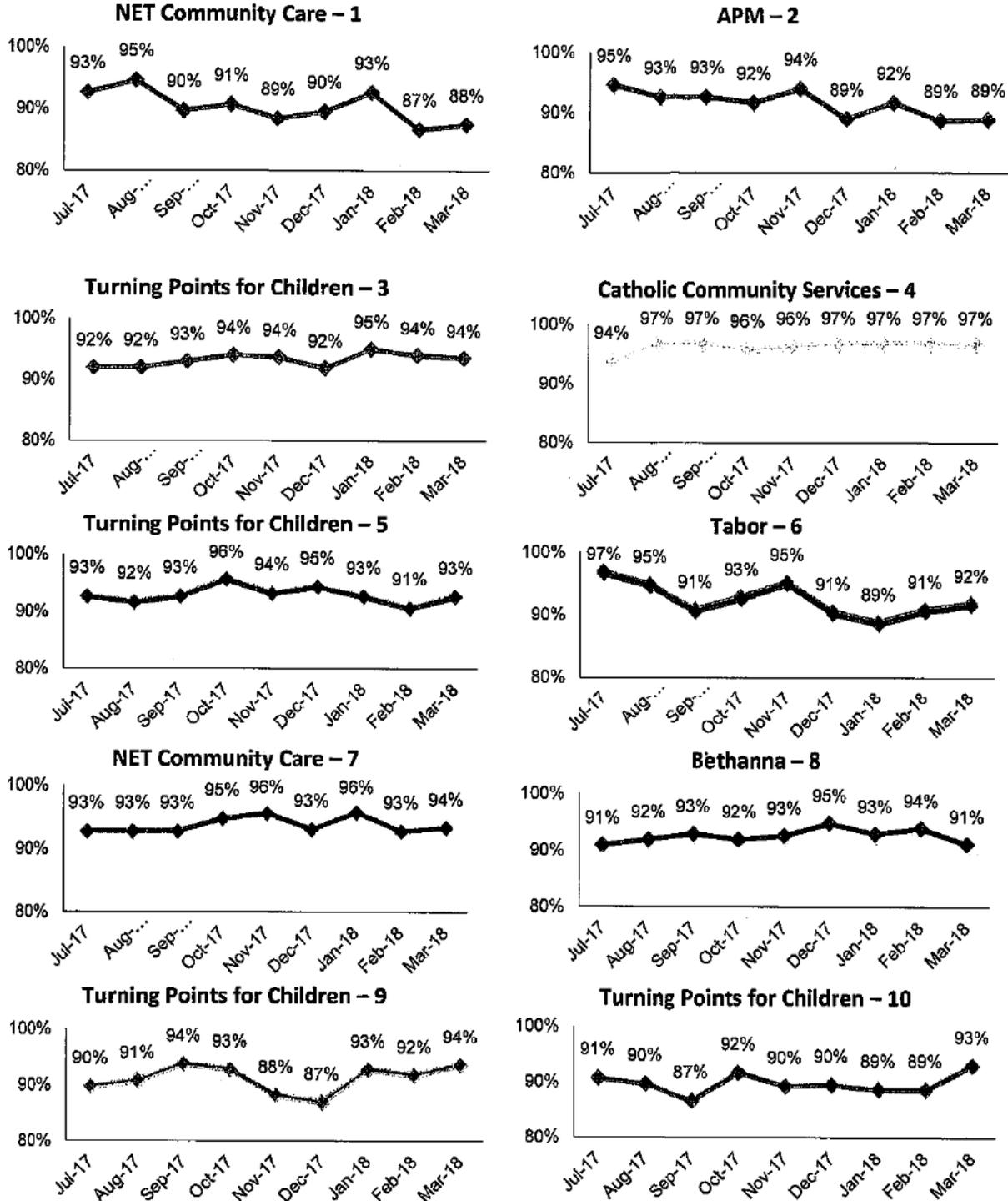


- ☑ For the last 10 months, CUAs and DHS have maintained visitation rates in the low to mid-90s.

¹⁰ Please note that per the CUA guidelines, CUAs are required to visit each child a minimum of once per month. DHS visitation rules vary by the age and type of service. For children not requiring monthly visits by DHS case managers, children are still being seen regularly and visits are documented by provider agencies.



Figure 15. CUA Visitation Rate, by CUA¹¹



- From May 2017 to March 2018, five CUAs maintained at least a 90% monthly visitation rate, and eight CUAs had March visitation rates at 90% or above.

¹¹ Prior to 1/1/18, Turning Points for Children 5 and 10 were managed by Wordsworth.



IV. Permanency

Tables 11 and 12 shows permanency rates by CUA (Table 11) and DHS (Table 12) for FY18 Q1-Q2. The permanency rate is calculated by dividing the total number of children who achieved permanency (adoption, reunification, or PLC) by an unduplicated count of children in placement for the period under review. The total numbers of youth who achieved permanency system-wide (for both DHS and CUA) during FY15-FY18 are shown in Figure 16.¹² Figure 17 shows the timeliness of permanencies by permanency type for FY13-FY18, and Figure 18 looks at 12-month re-entry rates.

Table 11. FY18 Q1 and Q2 Permanency Rates by CUA¹³

CUA	FY18 Q1-Q2 Permanency Rates
01 - NET	12.3%
02 - APM	15.0%
03 - TPFC	15.2%
04 - CCS	15.7%
05 - TPFC	10.5%
06 - TABOR	15.1%
07 - NET	11.6%
08 - BETH	17.0%
09 - TPFC	14.1%
10 - TPFC	11.6%
Permanency Rate	13.6%

Data run 2/7/18

- The CUAs' overall permanency rate for FY18 Q1-Q2 was 13.6%.
 - CUAs are on track to meet DHS' goal of 25% permanency by the end of the fiscal year.
 - CUAs' permanency rates ranged from 10.5% (Turning Points for Children- 5) to 17.0% (Bethanna-8).

Table 12. DHS FY18 Q1 and Q2 Permanency Rates¹⁴

DHS	FY18 Q1-Q2 Permanency Rate
DHS	25.6%

Data run 5/9/18

- 182 out of 712 youth (25.6%) achieved permanency during the first half of FY18.

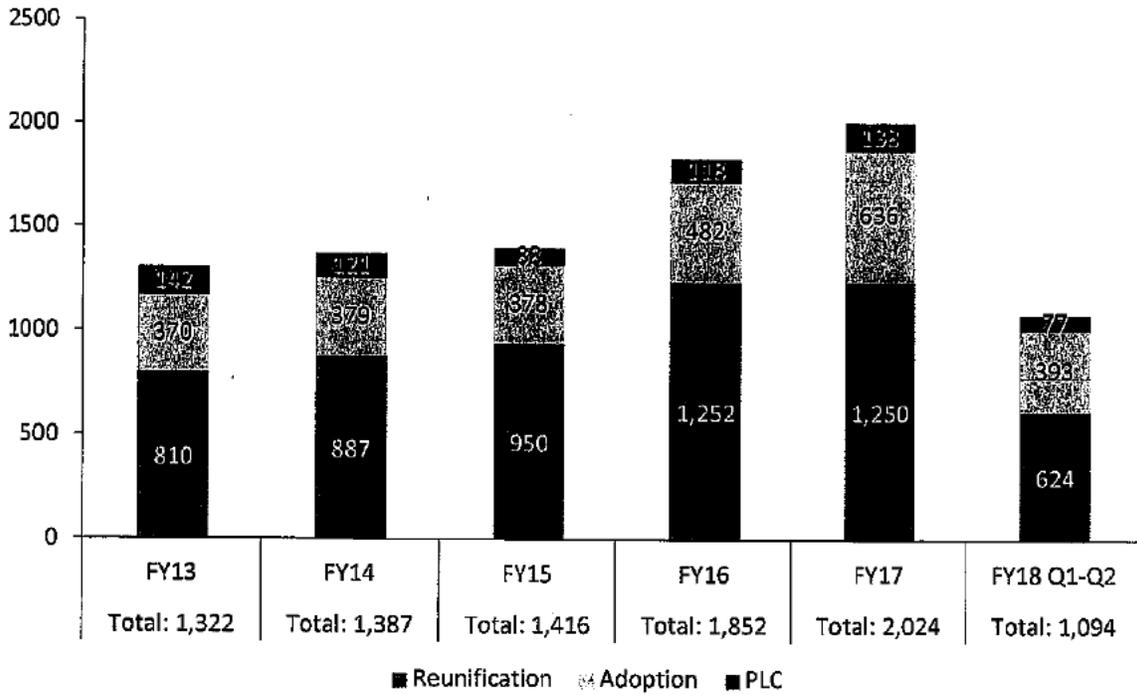
¹² Table 11 and Figure 16 are based on reconciled data from the CUAs, while Table 12 and Figure 17 is based on unreconciled data from the FACTS2 database.

¹³ Prior to 1/1/18, Turning Points for Children 5 and 10 were managed by Wordsworth.

¹⁴ The DHS permanency rate only includes youth for whom DHS was providing case management services.



Figure 16. System-wide (DHS and CUA) Permanency Totals by Permanency Type

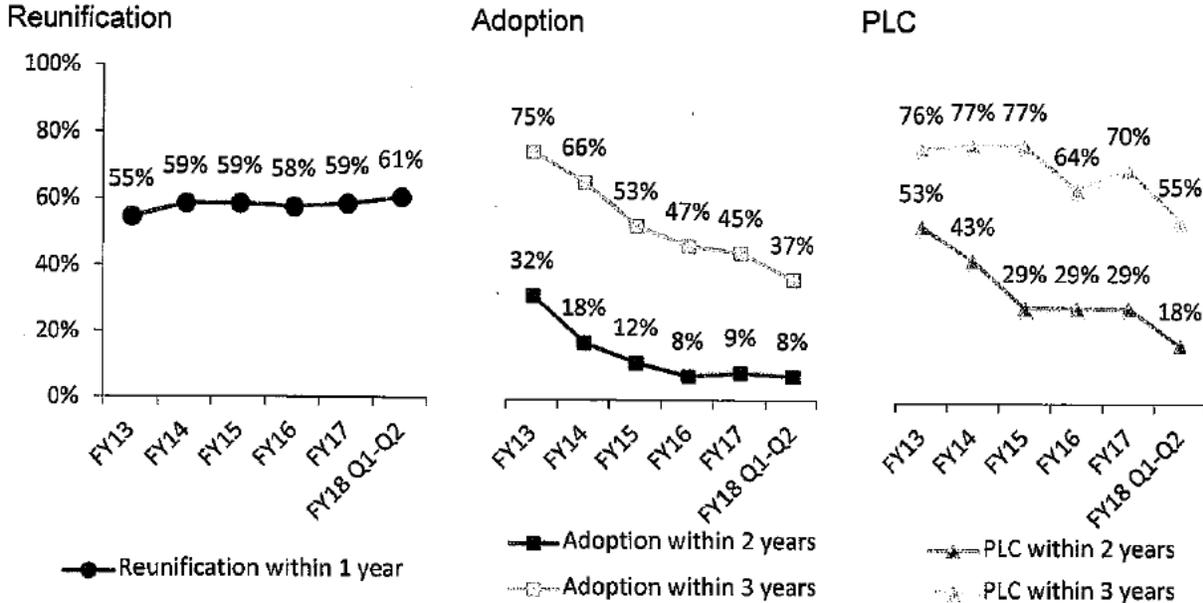


- ✔ Since FY13, permanencies have continued to increase.
 - The first two quarters of FY18 suggest this trend will continue—if permanencies continue at the same rate for FY18Q3 and Q4, then the total permanencies will exceed those in FY17.
- ✔ There were more adoptions in the first half of FY18 than there were in all of FY13, FY14, or FY15.
 - Since FY13, reunifications have represented 61.3-67.6% of all permanencies.
 - The first two quarters of FY18 had a slightly lower proportion of reunifications—only 57%.
 - Since FY13, adoptions have represented 26.0-31.4% of all permanencies.
 - The first two quarters of FY18 had a slightly higher proportion of adoptions—35.9%.
 - Since FY13, PLCs have represented 6.2-10.7% of all permanencies.
 - The first two quarters of FY18 were within this range, representing 7.0% of permanencies.



Figure 17 provides information about timeliness to permanency by permanency type, timeframe, and fiscal year.

Figure 17. Timeliness of Permanency for FY13 – FY18



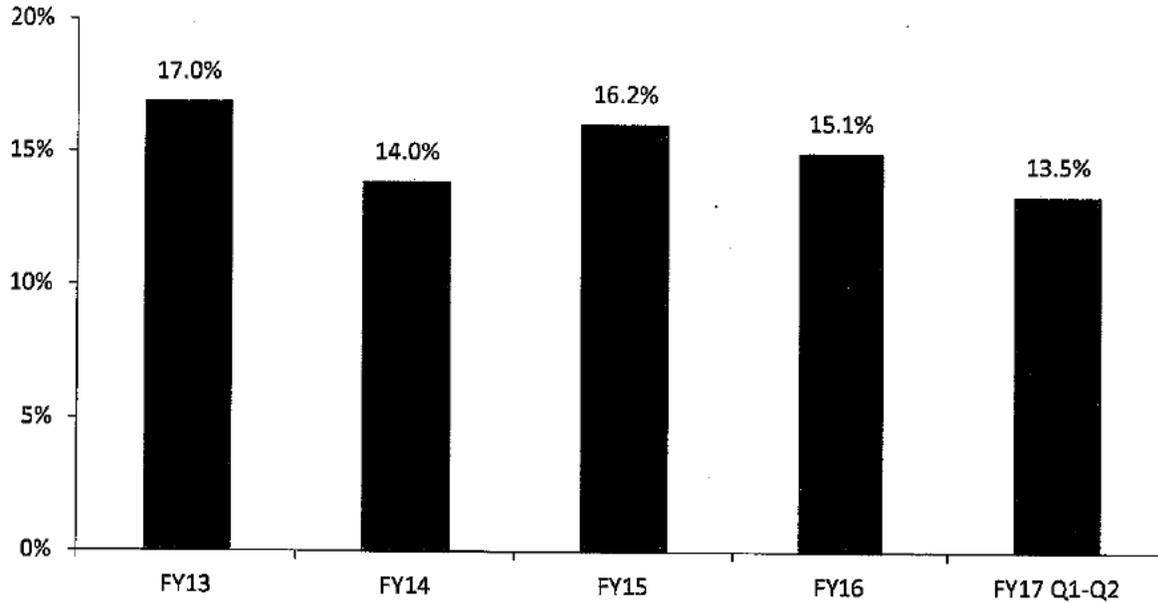
Data run 2/14/18

- Reunification within one year of entering placement has remained fairly steady since FY13.
 - The first half of FY18 had a slightly higher one-year reunification rate than the previous five full fiscal years.
- The two-year adoption and PLC rates experienced significant drops between FY13 and FY15.
 - ⓘ While the 2-year adoption rate has remained steady since FY16 and into the first half of FY18, the 2-year PLC rate in FY18 is ten percentage points lower than the rates from FY15-17.
- ⓘ The 3-year adoption and PLC rates have continued to decline from FY13 through the first half of FY18.
 - The FY18 Q1-2 rates for 3-year adoption and PLC are nearly equivalent to the FY13 rates for 2-year adoption and PLC.
 - The 3-year adoption rate for the first half of FY18 is roughly half the FY13 rate.



Figure 18 shows the percent of youth who re-entered placement within a year of reunification.

Figure 18. One Year Re-entry Rate FY13 - FY17¹⁵



Data run 2/14/18



The one year re-entry rate for FY17 Q1-Q2 is lower than the past four full fiscal years.

¹⁵ FY18 data is not included because a full year must elapse from the reunification date.



Appendix

This report was produced by the Data Analytics Unit within DHS' Performance Management and Technology division using data from the FACTS2 database. This database is a live system that updates daily to reflect the most up-to-date information for youth in DHS and CUAs' care.

Timing of Analysis

The Data Analytics Unit does not analyze data until at least a week following the close of the quarter to allow time for CUA and DHS staff to upload documentation and finalize practice decisions, particularly related to case closure and permanency. The Data Analytics Unit also reconciles data with the CUAs when necessary. In almost all cases, the lag time and reconciliation process allow the Data Analytics Unit to use data that will not change over time. However, there may be some instances in which data uploaded at a later date have marginal impacts on overall rates. For example, some Q1-Q2 permanency rates by CUA (Table 10) may increase by a fraction of a percentage point if these rates are run at a later date.

Projections

The Hotline and Investigation annual projections (Figures 1 through 4) are based off of the current fiscal year's Q1-Q2 rate and the proportion of Q1-Q2 totals to annual totals historically. For example, if Q1-Q2 Hotline totals historically represented half of the annual total, then the projection would be calculated by multiplying the Q1-Q2 total by two.

Attachment U

9 Radio Times Listen Live + Radio Times



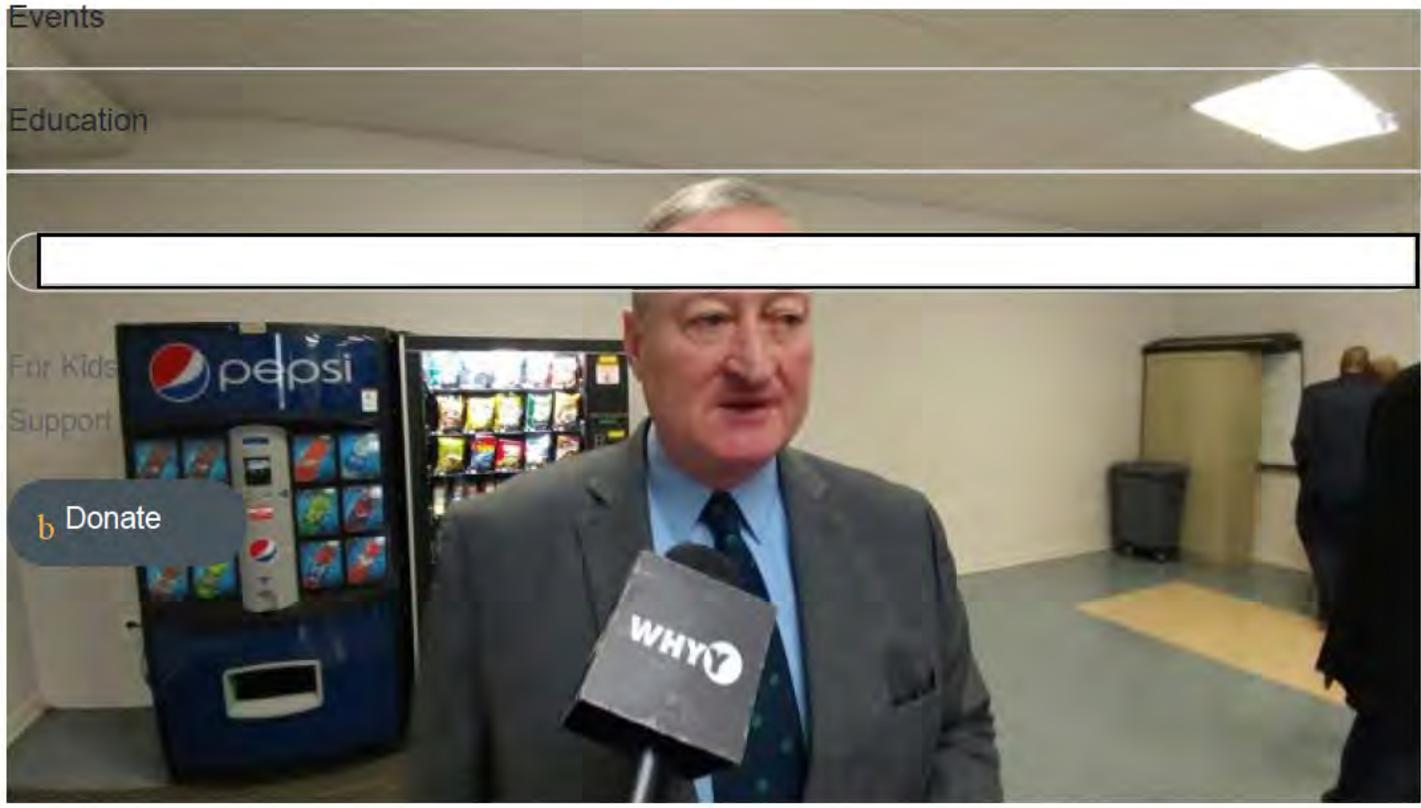
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Radio & Podcasts Philly halts foster placements with 2 faith-based agencies shutting out LGBT couples

Arts
By Tom MacDonald · March 16, 2018

Events

Education



Mayor Jim Kenney says the city will investigate whether Catholic Social Services and Bethany Christian Services violated city contracting laws by refusing to place foster kids with same-sex couples. (Tom MacDonald/WHYY)

The city of Philadelphia is taking action against two foster care agencies with policies against placing kids with same-sex couples.

Mayor Jim Kenney said he finds it unbelievable that the two faith-based agencies that had been contracted

with the city discriminate against qualified same-sex couples.

“I think that two women or two men that happen to love each other or are married to each other who pass all the background checks and the financial circumstances and have a nice home should be able to welcome a foster child into their home,” Kenney said.

The city has stopped placing children with Catholic Social Services and Bethany Christian Services. And Kenney promised an investigation into whether they have violated city contracting laws.

“We should first have a conversation with them to see what the extent of their discrimination is, but we cannot use taxpayer dollars to fund organizations that discriminate against people because of their sexual orientation or because of their same-sex marriage status,” he said. “It’s just not right.”

Catholic Archdiocese spokesman Ken Gavin said the Catholic Social Services policy, rooted in church teaching, should not surprise anyone.

He added that the city does not refer couples to Catholic Social Services and stressed that the agency serves all youth.

Catholic Social Services “does not make inquiry as to the sexual identity or orientation of the young people it serves. It provides foster care services to those who need such assistance regardless of their background. That’s important to note as it is also a deeply held religious belief for us to provide care for all those in need with dignity, charity, and respect,” he said.

Last year, Bethany Christian Services was reimbursed \$1,314,562 to operate foster homes for 170 children, representing 1.5 percent of the Human Services Department’s total outlay to all foster care providers. Catholic Social Services was reimbursed \$1,667,745 in the same year to operate foster homes for 266 children, representing 1.9 percent of the total expenditure. Of those amounts, approximately 40 percent goes to the agency administration and 60 percent is paid directly to foster parents.

Mike Dunn, Kenney's spokesman, said the city is closely investigating the past and current practices of these organizations. City officials encourage anyone who feels they have been discriminated against to contact Philadelphia's Commission on Human Relations.

The city will work with the Mayor's Office of LGBT Affairs and Department of Human Services trainers on professional development for foster care agency staff to ensure that the city's priorities are aligned, Dunn said. That will include ensuring an approach that consistently welcomes and affirms LGBT foster parents.

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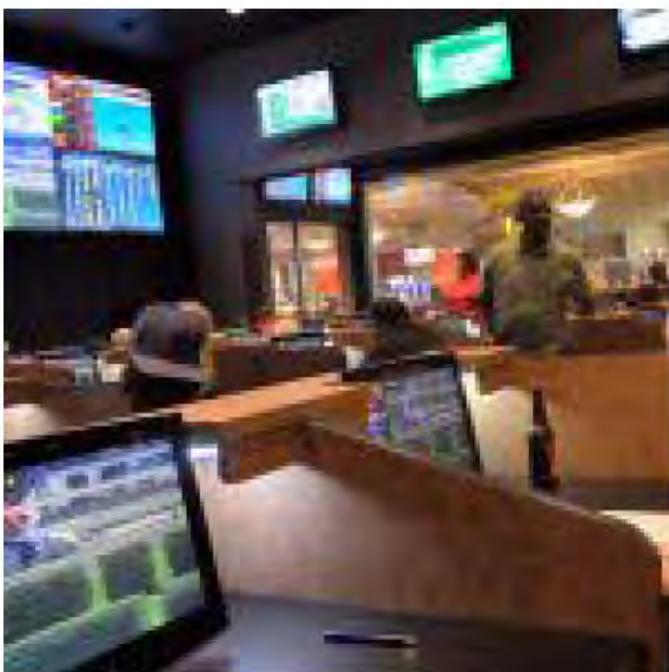
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**Education Interrupted:
How We Are Failing Our Children in Residential Placements**

Testimony of Maura McInerney, Esq., Legal Director at Education Law Center

*Hearing Before Council of the City of Philadelphia
Committee on Children & Youth*

May 17, 2018

Thank you for this opportunity to address City Council regarding the impact of residential placements on the education and lives of children and youth in our foster care and juvenile justice systems. My name is Maura McInerney and I am the Legal Director at the **Education Law Center (“ELC”)**, a statewide non-profit legal organization dedicated to ensuring that all of Pennsylvania’s children have access to a quality public education. ELC advocates for all educationally at-risk children, including those living in poverty, children of color, English learners, children with disabilities and youth identifying as LGBTQ. Over its 45-year history, ELC has handled hundreds of individual and impact cases and engaged in legislative and policy reform at all levels on behalf of children in foster care and in the juvenile justice system. My testimony today stems from ELC’s years of experience in addressing the educational needs of children and youth in residential placements. Many of our clients’ stories are heartbreaking. We have been fortunate to intervene in many cases to support youth in and returning from residential placements. But too often, youth returning from placement find themselves far behind their peers academically; they give up and drop out of school. It is a loss that follows them and harms them for the rest of their lives.

It is well documented that system-involved youth are among the most educationally at risk of all student populations. They graduate at lower rates, score lower on standardized tests, have higher rates of special education eligibility, and are more likely to repeat a grade than their non-system involved peers.¹ More than half of Philadelphia youth in foster care, and 64 percent of youth involved in the juvenile justice system do not graduate from high school.² However, children and youth placed in residential placements are at even greater risk of school failure and more likely to drop out. This often leads to a lifetime of unemployment, under-employment, and homelessness.³ The reasons for this are clear.

First, children placed in residential settings are required to change schools and are often placed far away from their families and communities. This significant disruption undermines their ability to stay on track and graduate. Youth who remain

¹ Philadelphia youth with a history of child welfare or juvenile justice involvement score substantially lower on PSSAs, have lower promotion rates, higher rates of absenteeism and special education eligibility and accumulate fewer credits compared to their never-involved peers. Youth involved in the juvenile justice system have the lowest graduation rate of any subgroup at 36%, and only 30% score proficient in reading and math in 8th grade. See *Supporting the Needs of Students Involved in the Foster Care and Juvenile Justice Systems*, (CHOP PolicyLab, 2014) available at http://policylab.chop.edu/sites/default/files/pdf/publications/PolicyLab_Report_Supporting_Students_Involved_with_Child_Welfare_June_2014.pdf. See also *Fostering Success in Education: National Fact Sheet on the Educational Outcomes of Children in Foster Care*, (April 2018) available at http://fostercareandeducation.org/DesktopModules/Bring2mind/DMX/Download.aspx?portalid=0&EntryId=2100&Command=Core_Download) (gathering national and regional studies). See *Southern Education Foundation, Just Learning: The Imperative to Transform Juvenile Justice Systems into Effective Educational Systems—A Study of Juvenile Justice Schools in the South and the Nation 14* (2014), available at <http://www.southerneducation.org/getattachment/cf39e156-5992-4050-bd03-fb34cc5bf7e3/Just-Learning.aspx> (2/3 of juveniles entering state institutions were below grade level in math and reading and 44% entering local juvenile justice facilities were below grade level in math and reading).

² *A Promise Worth Keeping, Advancing the High School Graduation Rate in Philadelphia*, Project U-Turn (2014) available at <http://www.projectturn.net/docs/PromiseWorthKeeping.pdf>.

³ According to the 2017 *Voices of Youth Count*, nearly one-third of youth identified as homeless in a point-in-time count had been in foster care or the juvenile justice system. See *Voices of Youth Count Report on Youth Homelessness: Findings from the Youth Count, Brief Youth Survey, and Provider Survey Philadelphia* available at <http://www.philadelphiaofficeofhomelesservices.org/wp-content/uploads/2017/04/voices-of-youth-count-philadelphia-9-2017.pdf>. See also *Youth at Risk of Homelessness: Identifying Key Predictive Factors Among Youth Aging Out of Foster Care in Washington State* available at <https://www.dshs.wa.gov/sites/default/files/SESA/rda/documents/research-7-106.pdf>

in the same school are twice as likely to graduate and a high school student with even one fewer school change is 1.8 times more likely to obtain a diploma.⁴ Children placed in institutional care -- many of whom attend more than one residential placement --- don't have the option to remain in the same school and often experience multiple school changes undermining academic progress with each school change.

Second, children in institutional placements commonly attend inferior "on grounds" schools rather than local public schools where the institution is located.⁵ On-grounds schools are predominantly licensed as "private academic schools" and exist largely in the shadows, with little oversight by local education agencies or the state.⁶ Pursuant to state policy, these programs are subject to on-site cyclical monitoring only once every six years and then only with regard to students with disabilities. These schools, licensed by the State Board of Private Academic Schools, have wide discretion in creating educational programs and are not required to follow the same rigorous state curriculum requirements and academic standards as public schools.⁷

While their peers attend public schools, which must meet state educational standards,⁸ children at on-ground schools receive an education that is frequently inferior and undermines their ability to graduate from high school. Many children and

⁴ See e.g., Pecora et al., 2006, Northwest Alumni Study and Pecora, P., Williams, J., Kessler, R.C., Downs, A.C., O'Brien, K., Hiripi, E., & Morello, S. (2003). *Assessing the Effects of Foster Care: Early Results from the Casey National Alumni Study*. Seattle, WA: Casey Family Programs

⁵ See *Educational Success and Truancy Prevention Report to State Roundtable* (2013) at p. 5, available at [http://www.ocfpcourts.us/assets/upload/Resources/Documents/2013%20State%20RT%20report%20on%20Educational%20Success%20and%20Truancy%20Prevention\(9\).pdf](http://www.ocfpcourts.us/assets/upload/Resources/Documents/2013%20State%20RT%20report%20on%20Educational%20Success%20and%20Truancy%20Prevention(9).pdf) (Of 42 counties surveyed, nearly 80% reported that children living in congregate care settings with on-site schools "sometimes" or "rarely" attend a local public school.

⁶ See 24 P.S. § 6702, 22 Pa. Code § 51.2. Data obtained from PA Department of Education regarding type of school is available at <http://www.edna.ed.state.pa.us/Screens/wfSearchEntityResults.aspx?AUN=&SchoolBranch=&CurrentName=&City=&HistoricalName=&IU=-1&CID=-1&CategoryIDs=18%2c&StatusIDs=1%2c2%2c>. Some on-grounds schools are licensed as approved private schools as defined by 22 Pa. Code § 171.11 or private residential rehabilitative institutions (PRRIs) as defined by 24 P.S. § 9-964.1. Approved private schools are reevaluated once every 3 years. 22 Pa Code § 171.20(b).

⁷ See *Private Academic Schools Act*, 24 P. S. § § 6701—6721 and 22 Pa Code §51.4 (Private Academic License requirements).

⁸ See 22 Pa Code § 4.12 (Academic standards applicable to public education providers.)

youth are not properly evaluated upon entering the on-grounds school and may be placed in an inappropriate grade or program. This occurs despite the adoption of federal requirements for juvenile justice facilities under the *Every Student Succeeds Act*.⁹ Students attending on-grounds schools are often taught in multi-grade classrooms, sometimes by uncertified or improperly certified teachers, and frequently receive below-grade-level course work. This prevents them from developing critical skills, building knowledge, and staying on track to graduate. Fifty-two percent of child welfare professionals reported that the curriculum at on-grounds schools is far below grade level, limited in instruction hours, relies heavily on worksheets, and fails to advance basic skills, as reflected in qualitative surveys conducted by the Education Law Center through a fellowship made possible by the Stoneleigh Foundation.¹⁰

On-grounds schools often lack essential resources, staff and services required to educate the children they purport to serve.¹¹ In some cases, youth spend their days completing worksheets or engaging exclusively in on-line credit programs with minimal or no live instruction. Many parents or education decision makers are never apprised of a child's legal right to attend a public school under the Pennsylvania School Code.¹² In many cases, judges court order youth to attend on-grounds schools in a misguided attempt to solve a child's truancy problem. Instead, children with a history of absenteeism find themselves further behind their peers upon returning to their neighborhood schools, where they are more likely to be truant and ultimately drop out of school all together.

⁹ See *Title I Part D—Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk*, 20 U.S.C. § 6436 (requiring state education agencies to establish procedures to ensure that youth are assessed to identify educational needs when they enter a juvenile justice facility, when practicable.)

¹⁰ See *Moving the Dial: A Report on Education Experiences of Children in Pennsylvania Residential Treatment Facilities* (Stoneleigh Foundation, 2011) available at https://stoneleighfoundation.org/wp-content/uploads/2018/02/Moving-the-Dial.Styer_.pdf;

¹¹ *Id.*

¹² 24 P.S. § 13-1306.

Third, *students with disabilities are more likely to be placed in residential facilities and are particularly harmed when educated online or through a one-size-fits-all on-grounds school.* Disproportionately, children in foster care or the juvenile justice system are students with disabilities: studies show that system-involved children are between 2.5 and 3.5 times more likely to receive special education services than their non-system involved peers.¹³ The problems are myriad: from delays in securing the child's Individualized Education Program (IEP), to failing to obtain a timely evaluation, to the failure of school staff to effectively differentiate instruction, to a lack of rigorous progress monitoring and the failure to implement a child's IEP or provide related services, students with disabilities often fail to make progress. They are denied the free, appropriate, public education to which they are legally entitled. Moreover, because the majority of children in residential placements are students with disabilities, these students are denied the opportunity to be educated in the least restrictive environment and instead are segregated from their non-disabled peers while attending an on-grounds school.

Finally, when youth return from these residential facilities, they find themselves – through no fault of their own – far below grade level, having earned few credits, and having made little progress. Because private academic schools are not obligated to meet the same educational standards as public schools, the courses a youth takes will not align with the School District of Philadelphia to which they return. Public schools are not required to accept credits earned at private academic schools, or count them towards graduation. Some on-ground schools do not even award credits at all,

¹³ *National Fact Sheet on the Educational Outcomes of Children in Foster Care, Id.* at p.2 (between 35.6% and 47.3% of children in foster care receive special education services) at <http://www.fostercareandeducation.org/>. In Philadelphia, 1 in 4 students ever involved with the child welfare and/or juvenile justice system received special education services. This rate is 64% higher than students with no history of involvement. *Supporting the Needs of Students Involved with the Child Welfare and Juvenile Justice System in the School District of Philadelphia* at http://policylab.chop.edu/sites/default/files/pdf/publications/PolicyLab_Report_Supporting_Students_Involved_with_Child_Welfare_June_2014.pdf.

guaranteeing that students who are already falling behind academically due to the poor quality of the school will not be able to graduate with their peers. In our qualitative survey, eighty-five percent of youth and over fifty percent of child welfare professionals reported difficulties transferring credits earned at on-site schools to public schools. Moreover, upon their return to the District many of our clients experience delays of days or weeks in being placed in an appropriate classroom or Approved Private School (APS).

In summary, we know that placing children and youth in institutional placements harms them academically, emotionally, and sometimes physically. Institutional placements are highly restrictive, undermine academic progress, and set our most vulnerable children on a path to homelessness and unemployment. All of this occurs with little oversight for children who are far away from their families and communities. Our children must be safe, healthy, and receive all services to which they are legally entitled —including a quality education. We urge City Council to devote the resources necessary to end the isolation of our children in institutional placements and build community-based, trauma-informed mental health and education services that will keep all our children close to home, with the educational opportunities and stability they desperately need to thrive and succeed in life. Thank you.

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Advertisement

News

Two foster agencies in Philly won't place kids with LGBTQ people

Updated: MARCH 13, 2018 — 9:05 AM EDT



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A sign for Bethany Christian Services in Jenkintown. The organization is one of two foster care providers that don't work with LGBT people for religious reasons. JESSICA GRIFFIN / Staff Photographer.



by Julia Terruso, Staff Writer [Twitter](#) @JuliaTerruso | [Mail](mailto:terroso@phillynews.com) terroso@phillynews.com

Megan Paszko spent countless hours researching how to become a foster parent in Philadelphia. She compiled all the information organizations needed and mailed, emailed, faxed, and even hand-delivered applications.

Months passed before anyone responded, and then Bethany Christian Services got back to her and said there was an orientation for interested foster parents that week. Paszko and her wife drove to Elkins Park. They were the first people to arrive. They'd also be the first to leave.

“The trainer approached us, and she was really nice, but she told us, ‘I just want to be upfront. This organization has

never placed a child with a same-sex couple,” Paszko said. “She told us she didn’t want to waste two hours of our time.”

In a follow-up call with administrators, the couple were told that Bethany does not work with LGBTQ people because of the church’s views on homosexuality. They were offered names of other agencies to try.

Article continues below advertisement

“I just couldn’t believe it,” said Paszko, who lives with her wife in Brewerytown. “There are so many kids out there who need homes, you’re really going to deny them a good one?”

At the same time that the city’s Department of Human Services [is urgently calling for more foster parents](#), two of its foster care agencies, Bethany and Catholic Social Services, operate under policies that turn away LGBTQ people who come knocking.

The organizations, which also offer adoption services, are likely violating city contract rules that forbid discrimination. Philadelphia’s fair practices ordinance, which prohibits discrimination based on sexual orientation, is included in all city contracts, said Rue Landau, executive director of the Human Relations Commission

“What a tragedy for the kids of Philadelphia,” said Mary Catherine Roper, deputy legal director for the ACLU of Pennsylvania. “This agency is putting its own view on religion above the needs of its kids.”

Roper said the position could also be unconstitutional: “A government doesn’t get to use a contractor to implement religious programs and when you start saying, ‘We’re running this as a religious program such that we won’t take you because you don’t fit our religious view,’ then the city is paying for a religious program, and that’s a problem under the First Amendment.”

DHS said it was unaware, until contacted by the Inquirer and Daily News, of the policies held by the two organizations. Bethany Christian Services has had a contract with the city since 1996 and Catholic Social Services since 1997.

DHS spokeswoman Heather Keafer called both groups' stances "deeply concerning," given an ongoing push to recruit more LGBTQ people to become foster parents. "We actively recruit individuals that represent the diversity of our city, including diversity of sexual orientation, genders, race, religions, and communities to provide quality foster care to Philadelphia's most vulnerable children and youth," Keafer said.

The city's Law Department is reviewing the issue while DHS works with the Human Relations Commission to investigate policies at both organizations, Keafer said. The department is also reviewing policies of all 26 foster care agencies it works with. The city will continue to recruit LGBTQ parents, [including at an event March 22 at the William Way LGBT Community Center](#) hosted by the Office of LGBT Affairs .

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Last year, Bethany Christian Services was reimbursed \$1.3 million for operating foster homes for 170 children, representing 1.5 percent of the department's payments to foster care providers. Catholic Social Services was reimbursed \$1.7 million in the same year for 266 children, representing 1.9 percent of the amount paid.

Joe DiBenedetto, a spokesman for Bethany, said the organization places children with married couples made up of two parents of the opposite sex, or in some cases individuals. He said the organization does not believe it is in violation of any city ordinances. "This has been our practice throughout our nearly 75 years of operation and is based on our adherence to what we believe to be foundational Biblical principles," he said.

Ken Gavin, a spokesman for the Archdiocese of Philadelphia, said Catholic Social Services wasn't aware of any

recent inquiries from same-sex couples but confirmed that the organization would not work with interested LGBTQ people if approached.

“Catholic Social Services is, at its core, an institution founded on faith-based principles,” Gavin said. “The Catholic Church does not endorse same-sex unions, based upon deeply held religious beliefs and principles. As such, CSS would not be able to consider foster care placement within the context of a same-sex union.” Gavin said that arrangement is a “well-established and long-known one in our relationship with DHS.”

Article continues below advertisement

Both organizations work with LGBTQ youth. That can send a mixed message to children and teens in their care, said Currey Cook, an attorney who heads Lambda Legal’s Youth in Out-of-home Care Project.

“How do you pretend you can simultaneously say we serve all youth and do a good job serving all youth while at the same time you’re saying same-sex couples are not real parents, are not good parents?” Cook said. “LGBT youth who have faced so much isolation, stigma, prejudice in the system are left wondering, ‘What’s going to happen if I come out, and I’m being served by parents or an agency that basically says trans parents, LGBT people, aren’t good parents?’”

Cook said Pennsylvania could benefit from a more explicit nondiscrimination policy. Its [state code prohibits discrimination against children based on sexual orientation](#) but does not say anything specific about prospective foster or adoptive parents.

A nationwide tension

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Similar conflicts have sprouted up across the country in recent years as states have legalized same-sex marriage. Before laws started changing, religious-conflicted organizations could avoid working with LGBTQ people by requiring foster parents to be legally married, Cook said.

His organization sued the [federal government and the Catholic Conference of Bishops](#) last month after married lesbian professors were told they could not foster a refugee child through Catholic Charities of Fort Worth, Texas. A woman at the organization told them foster parents must “mirror the Holy Family,” according to the suit.

[The ACLU sued the State of Michigan last year](#) after two same-sex couples were turned down by Bethany Christian Services and Catholic Social Services there. Michigan is one of a growing number of states to pass laws explicitly allowing religious-based discrimination. Similar bills are percolating in Georgia, Oklahoma, [and Kansas](#).

Pennsylvania has no such law but religious nonprofits often discriminate quietly, said Leslie Cooper, an attorney with the ACLU’s national office, who is handling [the Michigan case](#).

Lawyers for Bethany and Catholic Social Services have defended their clients’ stances in court documents by saying that requiring religious organizations to comply with nondiscrimination laws would force them to close, meaning fewer organizations to help kids in need.

Cooper said a religious organization could always change its affiliation, which occurred in Illinois after a foster care agency associated with the Catholic Church broke off and rehired the same staff to operate independently.

“The premise that there would be no one to do this work is just false,” she said.

Both the archdiocese and Bethany say they always direct interested LGBTQ parents to other agencies.

Paszko and her wife are now working with Jewish Family and Children’s Service of Greater Philadelphia to become

certified foster parents, but the journey has not been easy.

They started sending out requests for information to various agencies in July. Calls and emails went unanswered. An application Paszko hand-delivered was mailed back to her with no explanation. A home visit scheduled weeks ago was canceled unexpectedly. The couple took off from work to get background checks but upon arrival, learned the center no longer offered the screenings. They don't attribute all these roadblocks to discrimination but to a system ill-equipped to catch interested parents.

"If you work and you actually have the financial means to help a kid, I feel like the system is not set up to help you do that," Paszko said. "There have just been so many stops along the way where I've just said, 'Ugh, this is not meant to be.'"

Interested in fostering? Call 215-683-5709 or email fosteringphilly@phila.gov. Learn more at beta.phila.gov/fosteringphilly

Anyone who believes they were discriminated against may contact the PCHR at 215-686-4670 or pchr@phila.gov.

Published: March 13, 2018 — 9:02 AM EDT | Updated: March 13, 2018 — 9:05 AM EDT

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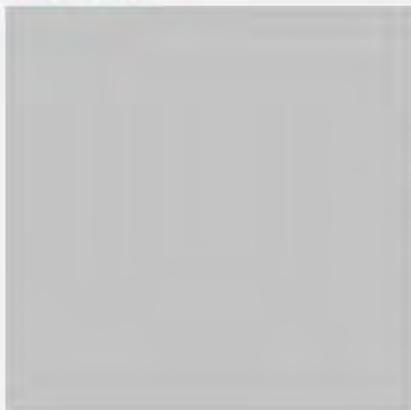
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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHARONELL FULTON, CECELIA
PAUL, TONI LYNN SIMMS-BUSCH,
and CATHOLIC SOCIAL SERVICES,

Plaintiffs,

v.

CITY OF PHILADELPHIA,
DEPARTMENT OF HUMAN
SERVICES FOR THE CITY OF
PHILADELPHIA, and
PHILADELPHIA COMMISSION ON
HUMAN RELATIONS,

Defendants.

Civil Action No. 18-cv-2075

Assigned to the Honorable
Judge Tucker

DECLARATION OF SHARONELL FULTON

1. My name is Sharonell Fulton. I am over the age of 21 and am capable of making this declaration pursuant to 28 U.S.C. § 1746. I have not been convicted of a felony or been convicted of a crime of dishonesty. I have personal knowledge of all of the contents of this declaration.

2. I am a foster parent who works with Catholic Social Services. I have fostered more than 40 children over 25-plus years as a foster parent. I have cared for children with significant medical needs and am currently caring for two special needs foster children.

3. Catholic Social Services has provided me with training, resources, support, and professional guidance as to how to best care for special needs children.

I have been able to call social workers at any hour and receive an answer from someone I knew and trusted. These social workers have become like family to me and have shown great love and care to my foster children. By contrast, I previously received training from a government agency, and I noted the stark difference between the way that agency treated me and Catholic Social Services' care and compassion.

4. To provide an example of the type of support I receive from Catholic Social Services, in 2010 I received a late-night request to take four foster children into my home the day before Christmas Eve. The children had been removed into foster care because of an emergency situation [REDACTED]. [REDACTED]. The City dropped these children off on my doorstep with nothing but the insufficient clothing they had on their backs, and these children were on the verge of starvation themselves. The City provided me with no other support or resources, and I am not a person of financial means. I was very worried about how to meet the very basic needs of these children, let alone provide a happy Christmas for them after everything they had gone through. But the next day, Catholic Social Services workers showed up on my doorstep to provide encouragement, assistance, and financial resources so that I could buy much needed food, clothing, bedding, and even gifts for these children. This is not the type of support I believe I would receive from other agencies, but it was critical for me to be able to provide the love and care that these children needed.

5. To provide another example, years ago I received two young brothers, ages five and seven, [REDACTED].

[REDACTED]

[REDACTED]

[REDACTED]. These boys lived in my home as foster children their entire childhood and I raised them as my own sons. I believe that I would not receive the kind of support I need to serve children, particularly children such as these boys or my current foster children with serious special needs or medical problems, if I were with another agency.

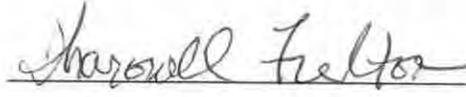
6. I am aware that other foster parents have been unsatisfied with the support they have received from other foster agencies.

7. If Catholic Social Services is no longer contracted with the City, my two current foster children with special needs may be transferred out of my home. Because of their extensive medical needs, I anticipate that these children will have a very difficult time being placed, and it is very unlikely they will be placed with a foster parent that has the same capacity and training to address these special needs as I do. It also took me quite some time to help these children learn that they could trust me and accept my love and care. Finding a new home for these children will not be an easy task, and I worry every night about what will happen to them.

8. I share the religious beliefs of Catholic Social Services. It is insulting and hurtful for me to observe the government of the city in which I live needlessly denigrate and publicly condemn my own religious beliefs in such a discriminatory fashion.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 4, 2018.

A handwritten signature in cursive script, reading "Sharonell Fulton", is written over a horizontal line.

Sharonell Fulton

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SHARONELL FULTON, CECELIA
PAUL, TONI LYNN SIMMS-BUSCH,
and CATHOLIC SOCIAL SERVICES,

Plaintiffs,

v.

CITY OF PHILADELPHIA,
DEPARTMENT OF HUMAN
SERVICES FOR THE CITY OF
PHILADELPHIA, and
PHILADELPHIA COMMISSION ON
HUMAN RELATIONS,

Defendants.

Civil Action No. 18-cv-2075

Assigned to the Honorable
Judge Tucker

DECLARATION OF CECELIA PAUL

1. My name is Cecelia Paul. I am over the age of 21 and am capable of making this declaration pursuant to 28 U.S.C. § 1746. I have not been convicted of a felony or been convicted of a crime of dishonesty. I have personal knowledge of all of the contents of this declaration.

2. I am a foster parent who has worked with Catholic Social Services for 46 years and who has fostered 133 children. I was honored by the City as one of its Foster Parents of the Year for my excellent care. Caring for children in need is what gives life meaning to me. I first began caring for children when I worked as a nurse. My religious beliefs inspired me to make serving children my life's work. These religious beliefs also inspired me to work with Catholic Social Services, and the social

workers at this agency have become like family to me. I trust them, rely on them, and I cannot imagine starting from scratch and fostering children without them.

3. Because the City is no longer referring children to families who work with Catholic Social Services, as of April 1 am no longer caring for foster children in need.

4. No longer caring for foster children has left a void in my life and has left me unable to fulfill my religious commitment to give of myself and show love to those most in need. My home will remain empty of foster children as long as the City continues refusing to refer foster children to Catholic Social Services.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 4, 2018.

A handwritten signature in cursive script that reads "Cecelia Paul". The signature is written in black ink and is positioned above a horizontal line.

Cecelia Paul

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SHARONELL FULTON, CECELIA
PAUL, TONI LYNN SIMMS-BUSCH,
and CATHOLIC SOCIAL SERVICES,

Plaintiffs,

v.

CITY OF PHILADELPHIA,
DEPARTMENT OF HUMAN
SERVICES FOR THE CITY OF
PHILADELPHIA, and
PHILADELPHIA COMMISSION ON
HUMAN RELATIONS,

Defendants.

Civil Action No. 18-cv-2075

Assigned to the Honorable
Judge Tucker

DECLARATION OF TONI LYNN SIMMS-BUSCH

1. My name is Toni Lynn Simms-Busch. I am over the age of 21 and am capable of making this declaration pursuant to 28 U.S.C. § 1746. I have not been convicted of a felony or been convicted of a crime of dishonesty. I have personal knowledge of all of the contents of this declaration.

2. I previously worked as a foster care social worker with a private agency, and then later as a child advocate social worker for four years at the Defender Association of Philadelphia. I obtained my bachelor's degree in forensic psychology from Chatham University in Pittsburgh. In my prior role as a child advocate social worker with the City of Philadelphia, I interacted with all of the foster agencies in the City. I observed that some of the agencies offered high-quality services, and others

were at the other end of the spectrum. I observed that Catholic Social Services consistently was among the best of any foster agency in terms of the quality of services they provided, and they operated with the highest level of integrity, professionalism, responsiveness, and care.

3. I am now a foster parent myself, caring for two very young foster children who are biological siblings. I chose to work with Catholic Social Services because I observed their high-level care in the past, and because of my desire to raise my family with an organization that shared my religious beliefs. I am inspired by my religious beliefs to serve children, which is why I found my previous work as a child advocate so rewarding. I am continuing that religiously-motivated practice of serving vulnerable children now as a foster mother.

4. Fostering is often a very emotionally exhausting process, and I could not imagine continuing on this journey without the support I receive from Catholic Social Services. In my interactions with other agencies, I have not received this same level of personal care and loving encouragement. It is possible that in the future, a biological sibling of my foster children will need foster care, and I would be very open to fostering this child if I could work with Catholic Social Services. I am very open to fostering other children in need in the future as well.

5. If Catholic Social Services were forced to close its program, however, I think it is highly unlikely that I would be able to continue fostering. It would be devastating for me if I were no longer able to continue caring for foster children. It

would also be very disruptive for me and my family if I could no longer rely on Catholic Social Services.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 4, 2018.

Toni Lynn Simms-Busch

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SHARONELL FULTON, CECELIA
PAUL, TONI LYNN SIMMS-BUSCH,
and CATHOLIC SOCIAL SERVICES,

Plaintiffs,

v.

CITY OF PHILADELPHIA,
DEPARTMENT OF HUMAN
SERVICES FOR THE CITY OF
PHILADELPHIA, and
PHILADELPHIA COMMISSION ON
HUMAN RELATIONS,

Defendants.

Civil Action No. 18-2075

Assigned to the Honorable
Judge Tucker

DECLARATION OF DOE FOSTER MOTHER #1

1. I am over the age of 21 years old and capable of making this declaration pursuant to 28 U.S.C. § 1746. I have not been convicted of a felony or been convicted of a crime of dishonesty. I have personal knowledge of all of the contents of this declaration.

2. I am a foster parent who works with Catholic Social Services. I have fostered fourteen children over eighteen years as a foster parent, and I have adopted two of them. Some of the children I have cared for have had significant special needs and learning disabilities. For example, more than one of the children I have cared for was diagnosed with autism.

3. Catholic Social Services has provided me with significant support and resources to help me care for the needs of my foster children, and they also provided me with additional help as I worked to meet the needs of my autistic foster children. I have been able to call social workers at any hour and receive an answer from someone I knew and trusted, and I have always relied heavily on the social workers I interact with. These social workers have always demonstrated the highest level of care and have shown great love and attention to my children. Although I am not Catholic, I am a religious person and I appreciate the spiritual environment at Catholic Social Services and the way that seems to motivate a dedication to children. My own religious beliefs inspire me to want to care for children in need.

4. I have never worked with another foster agency and I am not certified to receive foster placements through any other agency. I want to continue working with the agency and social workers whom I trust.

5. I received a new foster son, Doe Foster Child #1, in October of 2016. Doe Foster Child #1 is a young child, but he is the age that other children have normally already started speaking in full sentences. However, when Doe Foster Child #1 came to my home he never spoke at all in the beginning. He also had great difficulty eating, and he was very fearful of other normal activities like taking a bath. Because he did not speak, it was also difficult to understand in the beginning what Doe Foster Child #1 needed. After consultation with my Catholic Social Service social workers, and with medical attention, Doe Foster Child #1 was diagnosed with autism. Because of Doe Foster Child #1's age, we do not know yet Doe Foster Child #1's level on the

autism spectrum. We began to take Doe Foster Child #1 to receive therapy for autism, and we also had more information about how to meet Doe Foster Child #1's needs.

6. In the months after coming to our family, Doe Foster Child #1 began to show remarkable progress. He began to say some words, like "hi" and "bye," he would play happily in the bath, and he showed great affection and attachment to our family members. Doe Foster Child #1 is also the same age as my grandson who lives with me. The two boys shared a room and developed a deep bond. I would often find them playing together in the backyard.

7. On one occasion, one of my adult children took Doe Foster Child #1 to the dentist for an appointment. Doe Foster Child #1 was so fearful and upset when he thought he would be taken from our family. But when he came back after the appointment he bolted out of the car and into the house and held me tight as he happily and repeatedly said, "hi, hi." I assured him that this was his home, that he did not need to worry, that I loved him, and everything was ok.

8. When I have adopted foster children in the past, one of my adult children co-signed on the adoption. That way if anything ever happened to me, I had peace of mind knowing that my adopted child would still be taken care of.

9. Within the last few months, Doe Foster Child #1's social worker asked if I wanted to adopt Doe Foster Child #1. He said that no other families were interested in adopting. I expressed interest in adopting, but I explained that I needed to consult with my adult children and figure out who would co-sign on Doe Foster

Child #1's adoption. Because of different events going on in the lives of my adult children, I knew that this would take some time.

10. Just a few weeks ago, Doe Foster Child #1 was removed from my home to be placed with another foster family who was immediately ready to adopt Doe Foster Child #1 I was heartbroken when this happened. I thought that I would have more time and be able to adopt Doe Foster Child #1 myself. When the social worker with the CUA in charge of Doe Foster Child #1 came to pick him up to take him away, I kissed him goodbye and told him how much I loved him. But every time the social worker tried to lead Doe Foster Child #1 out of our home, he would wriggle free and come running back to hold me. Doe Foster Child #1 finally had to be carried crying from our home. I watched from the window in my house as my adult son helped carry Doe Foster Child #1 out. While doing so, my son kept assuring Doe Foster Child #1 that it would be ok, that he would like his new family, and that we would always love him.

11. Very recently, the social worker with the CUA in charge of Doe Foster Child #1 contacted me and let me know that an emergency situation had arisen with the foster family Doe Foster Child #1 was placed with, and all the children in that home were being immediately removed. He did not give me details, but he asked if I would be willing to take Doe Foster Child #1 back. My immediate response was, "bring my son home." The social worker said he needed to check with DHS and would get back to me.

12. The social worker then followed up the same day and informed me that DHS denied the request to place Doe Foster Child #1 with me because I work with Catholic Social Services. DHS apparently told the social worker that “Catholic Social Services is going through a case right now and DHS is not approving him to come back here.” I was devastated when I heard this news. The social worker seemed upset as well. The social worker said that the only option they had for Doe Foster Child #1 was a temporary respite home, but he would be moved from that home after a few days while they searched for another home.

13. I repeatedly expressed my desire to Doe Foster Child #1’s social worker that he bring Doe Foster Child #1 back to my home. I also communicated this to my social workers at Catholic Social Services. I also spoke with my adult son, who told me he was prepared to co-sign on Doe Foster Child #1’s adoption if we could get him back. I communicated the fact that I was immediately prepared to adopt Doe Foster Child #1 to my social workers and Doe Foster Child #1’s social worker, but the social workers still did not bring Doe Foster Child #1 back home. My grandson frequently asks when Doe Foster Child #1 will come back home.

14. Recently, the social worker informed me that Doe Foster Child #1 was having difficulty associated with normal bodily functions. The social worker asked if I had any advice to help Doe Foster Child #1. It sounded to me as though Doe Foster Child #1 was regressing, and that some of these problems were related to Doe Foster Child #1’s earlier issues with eating properly. I gave the social worker detailed instructions about how to prepare Doe Foster Child #1’s food, what he liked to eat,

and how to help him with other bodily functions. But I also expressed again that the best thing for Doe Foster Child #1 would be to come back to our family. When Doe Foster Child #1 lived in our home, he was thriving and he felt safe and loved.

15. I have learned that Doe Foster Child #1 has not been receiving his regular and needed therapy for his autism, because Doe Foster Child #1's school called me to ask why Doe Foster Child #1 had not been attending his special classes and receiving therapy. The school wondered if Doe Foster Child #1 was sick since he had not been attending. I am worried about his physical and emotional wellbeing right now. I also understand that Doe Foster Child #1 has since been moved to another temporary respite home, and that there is no other permanent home available for Doe Foster Child #1 right now. My understanding is that under normal circumstances, Doe Foster Child #1 would have been placed with me so that I could give him the love and care he needs, and we could proceed with the adoption process. DHS has not provided me with any reason—other than its dispute with Catholic Social Services—for refusing to let me care for Doe Foster Child #1, I say prayers for his return throughout the day and look at Doe Foster Child #1's pictures every night. I frequently call his social worker to see if I can do anything to get Doe Foster Child #1 back. I cannot understand why Doe Foster Child #1 is being kept from me.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 6, 2018.

Doe Foster Mother #1

Doe Foster Mother #1



CITY OF PHILADELPHIA

COMMISSION ON HUMAN RELATIONS
601 Walnut Street, Suite 300 South
Philadelphia, PA 19106
Telephone (215) 686-4670
Fax (215) 686-4684

THOMAS H. EARLE, ESQUIRE
Chairperson

RUE LANDAU, ESQUIRE
Executive Director

May 7, 2018

Mark Rienzi
President
The Becket Fund for Religious Liberty
1200 New Hampshire Ave., NW, Suite 700
Washington, D.C. 20036
Via First Class Mail and Email

Dear Mr. Rienzi:

Thank you for your letter of April 18, 2018. The Department of Human Services (“DHS”) will respond separately through the Law Department to the issues you raised concerning the contract between Catholic Social Services (“CSS”) and DHS. We are writing to address your statements regarding the jurisdiction of Philadelphia Commission on Human Relations (“PCHR”).

The purpose of the Philadelphia Fair Practices Ordinance (“FPO”) is to assure that all persons are afforded equal opportunities for employment, housing, and the use of public accommodations such as CSS. Philadelphia Code §9-1101(1)(a) and (e). PCHR initiated this investigation at the request of the Mayor and pursuant to its authority under the Home Rule Charter, the Fair Practices Ordinance, and its governing regulations in order to determine if CSS is engaged in discriminatory practices. *See* PCHR Regulation No. 2.1. Pennsylvania Courts have deferred to agencies like PCHR in determining the extent of their jurisdiction and permitted the due course of administrative actions. *See Chestnut Hill College*, 158 A.3d 251, 257-58 (Pa. Cmwlth. 2017), *alloc. den.*, 173 A.3d 262 (Pa. 2017).

CSS’ provision of services to children in foster care and to their foster parents under that contract is a public accommodation under § 9-1102(w) of the FPO, and therefore within the jurisdiction of the PCHR. Your citation to *Roman Catholic Archdiocese of Philadelphia v. Pa. Human Rel. Comm’n.*, 548 A.2d 328 (Pa. Cmwlth. 1988) and assertion that CSS is “distinctly private” do not alter this conclusion.

First, unlike the PHRA, the FPO does not contain an exception for “distinctly private” entities.

Second, your April 18 letter, as well as CSS’s own website, demonstrate that that the provision of services to children in foster care and to their foster parents is a public accommodation. Your letter states that CSS “serves and places children regardless of their race, color, sex, sexual orientation, gender identity, religion, national origin...” pursuant to its contract with the City. The very nature of this process requires CSS to identify, recruit, certify, select, and

provide training, payment and services to the individuals and families who foster these children. See Professional Services Contract General Provisions Article V. Indeed, the CSS Philadelphia website invites members of the public to contact CSS to become potential foster parents. See <https://cssphiladelphia.org/adoption/>.

Third, the Commonwealth Court's recent opinion in *Chestnut Hill College* makes plain that a discrimination claim alleged against a Catholic-affiliated entity does not involve a matter of purely ecclesiastical concern, and therefore, religiously affiliated institutions like Chestnut Hill College (and also CSS) fall within the jurisdiction of the investigating agency. 158 A.3d 251, 259-60 (Pa. Cmwlth. 2017); see also, *O'Connor v. Archdiocese of Philadelphia*, 975 A.2d 1084, 1106-09 (Pa. 2009) (finding Archdiocese was not exempt from parents' claims that their child had been unfairly disciplined by the school).

As we explained in our March 16, 2018 correspondence, any potential violation of the FPO falls under the jurisdiction of PCHR. Therefore, we reiterate the request for information set forth in that letter and ask that you respond within ten days of this letter to avoid the issuance of a subpoena.

Sincerely,



Rue Landau, Esquire
Executive Director



Thomas H. Earle, Esquire
Chairperson

cc: Marcel S. Pratt, City Solicitor
Cynthia Figueroa, DHS Commissioner



CITY OF PHILADELPHIA

LAW DEPARTMENT
One Parkway
1515 Arch Street
Philadelphia, PA 19102-1595

May 7, 2018

Mark Rienzi
President
The Becket Fund for Religious Liberty
1200 New Hampshire Ave. NW, Suite 700
Washington, DC 20036

Dear Mr. Rienzi:

The City of Philadelphia (the “City”) is in receipt of your letter dated April 18, 2018 to the Philadelphia Commission on Human Relations (the “Commission”). Mr. Earle or Ms. Landau will respond directly to you regarding the questions you raise concerning the Commission’s jurisdiction. We are writing to you separately to respond to the concerns you raise regarding the City’s decision to suspend new referrals from DHS to Catholic Social Services’ (“CSS”) family foster care program.

While we are genuinely appreciative of the invaluable services that CSS provides on the City’s behalf to the City’s most vulnerable children and to the resource families that care for those children, those services must be provided in a manner consistent with certain core City principles, including our non-discrimination rules. As CSS works on the City’s behalf, we cannot allow discrimination against qualified couples who are ready to take on this important role, simply because of whom they choose to marry. We would not allow such discrimination against, for example, Catholic couples or “mixed-race” couples, and we cannot allow it with respect to same-sex couples, either.

You take issue in your letter with the City’s ability to apply these non-discrimination rules in the context of CSS’s current contract with the City. We disagree.

Nothing in CSS’s existing contract obligates the City to continue to send any referrals to CSS. A review of CSS’s contract For General, Kinship, and Teen Parent/Baby Resource Home Care Providers shows numerous duties on the part of CSS, but for DHS, its duty primarily is to provide CSS with support and compensation for the services that CSS performs, with no minimum guarantee or even a duty to provide *any* referrals. Without any duty to make referrals, DHS simply cannot be in breach of its contract for failure to continue making referrals.

Moreover, the City has the unilateral right under the contract to terminate or suspend the contract, regardless of any breach or lack thereof by CSS, “for any reason, including, without limitation, the convenience of the City.” Professional Services Contract General Provisions (“General Provisions”) ¶ 14.2. You correctly note in your letter that the City has not sent to CSS a notice of default or a notice to suspend or terminate. That is intentional, as we do not wish to make this an adversarial proceeding, and we remain hopeful that CSS will comply with its contractual obligations and will implement them in a non-discriminatory manner. Regardless, however, the City reserves the right to cancel or suspend this contract, at any time, for the City’s convenience.

Of course, the City does not need to rely on its mere convenience. Section 3.21 of the General Provisions states:

Provider shall not reject a child or family for Services based upon the location or condition of the family’s residence, their environmental or social condition, *or for any other reason* if the profiles of such child or family are consistent with Provider’s Scope of Services or DHS’s applicable standards as listed in the Provider Agreement, unless an exception is granted by the Commissioner or the Commissioner’s designee, in his/her sole discretion.

(“Services” are defined at General Provisions ¶ 1.72 as “the work to be performed under this contract,” which plainly includes the intake and registration of new, prospective foster parents. *See, e.g.*, Scope of Service p.4 (“Resource caregivers are screened, trained, and certified by the Provider.”); *id.* at 6 (“Provider is responsible for offering training and related support to Resource Parents”). In your letter, you confirm that CSS has no intention of complying with this contractual obligation to provide Services to *all* qualified families, as you have clearly re-affirmed that CSS intends to reject families for Services based solely on the fact that they are same-sex couples. That is not a permissible reason for rejection under either the Scope of Services set forth in the contract or under DHS’s applicable standards, and the Commissioner has no intention of granting an exception.

Indeed, as you know, the refusal to provide Services to same-sex couples constitutes a violation of a fundamental City policy to provide services to *all* qualified families. We cannot allow a provider, acting under a City contract, to inform a qualified family who wants to give of its time, resources, and home, in order to protect vulnerable children, that they must go elsewhere to make this contribution, solely because our contractual provider disapproves of their familial relationship. The City maintains an important policy that all resource families be treated equally, so long as they meet the agreed-upon eligibility requirements. We recognize that CSS’s values and the City’s values may diverge here, but CSS is contracting with the City, not free-lancing, and the ultimate responsibility for managing this foster care program belongs to the City. We have to insist that all services provided as part of this program are provided in a manner that is consistent with our conception of equality.

Moreover, and independent of the foregoing, CSS's refusal to provide services to same-sex couples is a violation of law. CSS falls squarely within the definition of a "public accommodation" under the City's Fair Practices Ordinance, Phila. Code § 9-1102(1)(w), as CSS is, *inter alia*, a "provider . . . whose . . . services . . . are . . . made available to the public." You focus on CSS's admirable provision of services to *the children*, but the contract indisputably also requires CSS to provides services to *the foster families*, including certification, support, re-evaluation, and training to *any* family that meets state regulations and DHS standards and wishes to provide badly needed foster care.

Please be assured that we have not targeted your client on the basis of its religious beliefs. As we explained, our motivation arises from our concern that all families in this City be treated equally with respect to all opportunities and services that are available to them. We respect your sincere religious beliefs, but your freedom to express them is not at issue here where you have chosen voluntarily to partner with us in providing government-funded, secular social services. The Commonwealth has set eligibility standards for prospective foster parents. It is inappropriate (and arguably unconstitutional) for us to allow a provider to add its own requirements for foster parents that are rooted in religious doctrine, and which clash with the constitutional requirement that we treat all marriages/families equally. Nor can we allow you to refuse service to an otherwise eligible family by referring them to another agency.

Please also note that CSS's current contract expires on June 30, 2018, and the City is under no legal obligation to enter into a new contract for any period thereafter. We are hopeful that we can work out any differences before then, but please be advised that -- except where the best interests of a child demands otherwise -- the City does not plan to agree to any further referrals to CSS, and the City intends to assist with the transition of foster families to other agencies, absent assurances that CSS is prepared to adhere to its contractual obligations and, in implementing its City contract, to comply with all applicable laws, including those relating to non-discrimination. We believe our current contract with CSS is quite clear that this is our right, but please be advised that any further contracts with CSS will be explicit in this regard.

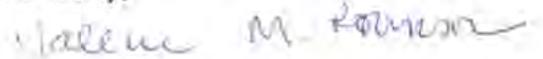
Family equality is both a legal requirement, and an important City policy and value that must be embodied in our contractual relationships. If CSS cannot come into compliance, we are prepared to enter into an interim, contractual relationship with CSS in order for CSS to continue to supervise the foster children in its care properly with the least amount of disruption for them, while the transition to other agencies is completed. On a related note, contrary to the discussion in your letter regarding DHS's practice concerning siblings, because the best interests of the children in our care are paramount, we did recently grant an exception to the cessation of CSS referrals in that instance to ensure that siblings were placed together, and we expect that the best interests of the children will remain paramount throughout any transition.

In closing, we do not wish to see our valuable relationship with CSS regarding foster care services come to an end. We are hopeful that CSS will be prepared to commit to comply with the letter and spirit of CSS's contractual obligations and the Fair Practices Ordinance by

committing to provide foster care services on a non-discriminatory basis to all families that meet the City's standards. Please let me know as soon as possible whether CSS is prepared to comply with these standards. Alternatively, please let me know with whom I should be in contact for purposes of promptly negotiating a transition plan.

Thank you for your understanding and your client's work with children and families.

Sincerely,



Valerie Robinson
Chair, Corporate and Tax Group

cc: Rue Landau, Executive Director Philadelphia Commission on Human Relations
Cynthia Figueroa, Commissioner, Department of Human Services
Marcel S. Pratt, City Solicitor

We're piloting a new, user-friendly website design. To view the existing City website, visit PHILA.GOV .

Office of the Mayor | City government directory | TRANSLATE



SERVICES

PROGRAMS & INITIATIVES NEWS & EVENTS PUBLICATIONS & FORMS

Services / Birth, marriage & life events / Become a foster parent

Birth, marriage & life events

Adopt a child

Become a foster parent

Ask the DHS
Commissioner's Action
Response Office (CARO)

Get a birth certificate

Get a copy of a divorce decree

Get a death certificate

Get a marriage license

Request Medical Examiner
records

Become a foster parent

Every child deserves to be loved, and to grow up in a safe and healthy environment. Foster care is temporary care for children who are unable to remain in their own homes. Most children enter foster care as a result of abuse or neglect.

Over 5,000 children and youth are in foster care at any given time in this city. People who care for children in foster care are called resource parents because they help parent a child, and act as a resource and mentor to that child's family. Resource parents provide children with love and support while they are separated from their families.

Overview

The goal of foster care is to reunite children with their families. When this is not possible, as determined by the courts, many resource parents choose to adopt the children that are in their care.

Resource parents as part of the team

Resource parents play a central role in helping children in foster care reunify with their family of origin.

Resource parents are key members of the child's permanency planning team. This team can consist of the child's social worker, birth family, and other caring adults. As the person who lives with the youth 24 hours a day, seven days a week, resource parents bring important perspectives and information to the team meetings.

Successful resource parents:

- Work with all members of the team.
- Share information .
- Give and receive support.
- Ensure that the child feels safe and is free from threats of harm or danger.

Resource parents can help in the reunification process in many ways. They should:

- Be a role model and mentor for the parents of origin.
- Support the child’s relationship with their parents.
- Share information with the parents, such as health care and educational progress.
- Provide emotional support for the child as they prepare to return home.
- Be available to both the child and their parents after they return home.
- Include parents and other family members in important holidays, birthdays, or other special occasions (such as school plays).

Financial assistance

Resource parents receive money for the cost of caring for a child. The amount changes depending on the level of care the child needs. All children receive medical coverage through Medicaid.

Who

Foster parents can be single, married, divorced, any gender or sexual orientation.

Requirements

To care for children in foster care, you must:

- Pass child abuse, criminal history, and FBI clearances.
- Be physically able to care for a child.
- Have space in your home for an additional child.
- Be at least 21 years of age.

How

Here’s how to become a resource parent



1 Choose a foster care agency.

DHS works with many state-licensed agencies to provide foster

care. Browse the [list of foster agencies](#) to find the best fit for you. You want to feel confident and comfortable with the agency you choose. This agency will be a big support to you during your resource parent journey. Once you've found one that you like, call them to find out how to begin the certification process. Each agency has slightly different requirements, specialties, and training programs.

2

Begin the certification process.

The certification process will take approximately 3-6 months to complete.

As part of the process you will have to:

- Fill out an application.
- Attend an orientation .
- Complete at least 6 hours of training.
- Get a medical examination that proves you are physically able to care for children and are free from contagious diseases.
- Pass child abuse, criminal history, and FBI clearances.
- Have a social worker come to your home to help determine if it is safe for a child.

Relatives, family friends, trusted teachers, coaches, or others who have a close connection with the foster child may become kinship caregivers. Kinship caregivers are allowed to have foster children placed more quickly into their homes. This is often better for the child, as it limits disruption and prevents the need for placement in a foster care center.

Kinship caregivers go through an initial review that includes clearances of their home. Once they have been cleared, the foster children connected to them can come live with them. Kinship caregivers still need to go through the rest of the process of becoming a foster parent, but they can do this while they serve as foster guardians.

To get more information about becoming a resource parent, call (215) 683-5709 or email dhs.fosteringphilly@phila.gov.

Contract Number **16-20030-04**
Original Contract Number **16-20030**
290 – Placement Services

City of Philadelphia
Department of Human Services

CONFORMED
STANDARD AMENDMENT AGREEMENT

THIS STANDARD AMENDMENT AGREEMENT (“Amendment Agreement”) is made as of September 20, 2017 and effective July 1, 2017 (the “Effective Date”) by and between the City of Philadelphia (“the City”), by and through its **DEPARTMENT OF HUMAN SERVICES** (“Department”), and **CATHOLIC SOCIAL SERVICES** (“Provider”), a nonprofit corporation, with its principal place of business at **222 NORTH 17TH STREET, PHILADELPHIA, PENNSYLVANIA 19103.**

BACKGROUND

The City and Provider entered into a certain Contract, Contract Number **16-20030**, dated **November 30, 2015**, which includes the City of Philadelphia Professional Services Contract General Provisions for the Department of Human Services (the “General Provisions”), the Provider Agreement, Cross Agency Response for Effective Services (“CARES”) Limited License Agreement (when applicable), and any and all attachments, exhibits and documents thereto (collectively, the “Base Contract”), wherein Provider agreed to render various Services to the City in accordance therewith; and

The City and Provider entered into an amendment to the Base Contract, Contract Number **16-20030-01**, for the period **July 1, 2015** to **June 30, 2016**; and

The City and Provider entered into an amendment to the Base Contract, Contract Number **16-20030-02**, for the period **July 1, 2015** to **June 30, 2016**; and

The City and Provider entered into an amendment to the Base Contract, Contract Number **16-20030-03**, for the period **July 1, 2016** to **June 30, 2017**; and

Hereinafter, the Base Contract and all prior amendments, if any, shall be referred to as the "Base Contract as Amended;" and

It is necessary to INCREASE the amount of compensation payable under the Base Contract as Amended by **Nineteen Million, Four Hundred Thirty Thousand, Nine Hundred Ninety-One Dollars and Twenty-Three Cents (\$19,430,991.23)**, in order for Provider to continue to render the Services and provide the Materials specified in the Base Contract as Amended and this Amendment Agreement; and

The City and Provider have agreed to amend certain terms and conditions of the Base Contract as Amended, as set forth herein; and

In consideration of the mutual obligations set forth herein, and each intending to be legally bound, the City and Provider covenant and agree as of the Effective Date as follows:

ARTICLE I: AMENDMENTS TO THE CONTRACT

With the exception of the following amendments set forth in this Amendment Agreement, and subject to councilmanic appropriation of funds, the terms and conditions of the Provider Agreement "as amended" shall be and remain in full force and effect:

1.1 Incorporation of Background.

The Background is incorporated by reference herein.

1.2 Definitions.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Base Contract as Amended.

1.3 Term.

The term of the Base Contract as Amended is extended for an Additional Term commencing **JULY 1, 2017** and expiring **JUNE 30, 2018**.

1.4 Compensation.

As compensation for the Services and Materials being provided under this Contract, the City covenants and agrees to set the amount of compensation payable to Provider for the current contract term at **Nineteen Million, Four Hundred Thirty Thousand, Nine**

Hundred Ninety-One Dollars and Twenty-Three Cents (\$19,430,991.23). Notwithstanding anything in the Contract to the contrary, in no event shall the amount certified by the Finance Department for Services and Materials under the Contract, including this Amendment Agreement, exceed **Forty-Three Million, One Hundred Seventy-Eight Thousand, Seven Dollars and Twenty-Three Cents (\$43,178,007.23)**.

1.5 Services and Materials.

Section 2.1 of the Provider Agreement, is amended in accordance with the attachments listed below, which are attached to this Amendment Agreement and incorporated herein by reference.

- (a) **S.A.A.-1: Service, Rate, Maximum Days/Units**
- (b) **S.A.A.-2: Scope of Services**

Section 2.1 of the Provider Agreement, is amended in accordance with the Exhibits listed below, which are available on the Provider Extranet and incorporated herein by reference.

- (c) **S.A.A.- 3 :Community Umbrella Agency Practice Guidelines**
- (d) **S.A.A.- 4 :Day Treatment Standards**
- (e) **S.A.A.- 5 :Foster Family Care Standards**
- (f) **S.A.A.- 6 :Group Home Standards**
- (g) **S.A.A.- 7 :Institutional Care Standards**
- (h) **S.A.A.- 8 :Re-Integration Standards**
- (i) **S.A.A.- 9 :Specialized Behavioral Health Standards**
- (j) **S.A.A.- 10 :Maternity Mother/Baby Standards**
- (k) **S.A.A.- 11 :Medical Standards**
- (l) **S.A.A.- 12 :Supervised Independent Living Standards**
- (m) **S.A.A.- 13 :Streamlined Standards**
- (n) **S.A.A.- 14 :CARES Limited License Agreement**
- (o) **S.A.A.- 15 :Balanced and Restorative Justice Standards**

1.6 Additional Provisions.

Other provisions, including, without limitation, OEO participation commitments and any exceptions or modifications to the General Provisions of the Contract, are set forth in the following clause(s) and incorporated herein by reference:

(a) DHS is increasing its administrative efficiency through the use of electronic record keeping and data sharing technology. As these updates occur, the Department will continue to notify providers of these technology requirement changes through written notices. Failure to comply with any DHS technology requirements (including, but not limited to the use of P-Web and P-DRIVE) may result in a financial penalty and/or a finding that an Event of Default has occurred.

1.7 Acknowledgment of General Provisions.

Provider specifically acknowledges that Provider has read and understands the terms and conditions contained in the General Provisions and acknowledges that by executing this Amendment Agreement, Provider shall be legally bound by all of the terms of this Contract, including, but not limited to, those set forth in the General Provisions. **The revised General Provisions are attached to this document and are explicitly accepted by the Provider.**

1.8 Acknowledgment of Standards.

Provider specifically acknowledges that Provider has read and understands the terms and conditions contained in the applicable above referenced Performance and Service Standards ("Standards") formerly known as Service Description and Contract Requirements, Service Description, Performance Standards, Service Standards, Procedural Manuals and/or Guides which are available on the Provider Extranet at (http://dhs.phila.gov/extranet/extrahome_pub.nsf/Content/ServiceStandards) which are incorporated to this Amendment Agreement by reference. Provider acknowledges that by executing this Amendment Agreement, Provider shall be legally bound by all of the terms of this Contract, including, but not limited to, those set forth in the Standards currently published on the Provider Extranet and any and all subsequent amendments.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound by all of the Contract Documents, have caused the Contract to be executed by their respective duly authorized officers as of the date in the heading of this Standard Amendment Agreement.

APPROVED AS TO FORM

THE CITY OF PHILADELPHIA

SOZI PEDRO TULANTE, CITY SOLICITOR Through: **The Department of Human Services**

Per: DocuSigned by:
Crystal T. Espanol
7777BBC1F7E44C8...

By: DocuSigned by:
Cynthia Figueroa
A9C82E49A19349B...

Name: Crystal T. Espanol

Name: Cynthia Figueroa

Title: Assistant City Solicitor

Title: Commissioner

CATHOLIC SOCIAL SERVICES

By: DocuSigned by:
James Amato
6C8D462686844FD...

Name: James Amato

Title: Vice President

By: DocuSigned by:
Franz Fruehwald
D426312A44334D4...

Name: Franz Fruehwald

Chief Financial Officer

Title: Assistant Treasurer



City of Philadelphia Contract Routing Slip

External Negotiation/Encumbrance & Budget Verification (Conformance Manager)

- 1. Review contract as signed by vendor and consult with supervisor.
 - Click the check box to attach additional documentation, if required.
- 2. Confirm Encumbrance; supervisor routes in ACIS to Budget Verification.
- 3. Confirm Budget Verification completed in ACIS.
 - Send to Law.



Approve as to Form (Attorney)

Click the check box to attach additional documentation, if required.

- Route in ACIS to Finance

Finance Certification

- Attach the Endorsement Sheet then route in ACIS to Finance Review.



Finance Review

- Review then route in ACIS to Department Signs Contract.

Departmental Review (Conformance Manager)

- Route in ACIS to Conformance.

Conformance Review (Conformance Clerk)

- Conform Contract.

**Exhibit SAA - 1
Fiscal Year 2018**

6606 - Catholic Social Services

Services	Rate	Service Code	Contract Units	Total
<u>DEPENDENT SERVICES</u>				
<u>Bouvier, McCarthy, Fairless, Morrell, Drexel and McGlade - CUA/Placement</u>				
GH-Intensive (Non-RTF)	\$212.16	K1LG	AS NEEDED	\$0.00
GH-Intensive (Non-RTF) (Child Specific)	\$256.55	K1LG	AS NEEDED	\$0.00
GH-RTF (C/P)	\$3.00	K13M	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X1XX	AS NEEDED	\$0.00
Bouvier, McCarthy, Fairless, Morrell, Drexel and McGlade - CUA/Placement TOTAL: \$0.00				
<u>CUA - 1/1/18 to 6/30/18</u>				
FFC-College Rate	\$32.13	J1GW	AS NEEDED	\$0.00
FFC-Emergency Shelter	\$45.06	E1GG	AS NEEDED	\$0.00
FFC-Emergency Shelter 13+	\$55.06	E1GG	AS NEEDED	\$0.00
FFC-General	\$45.06	J1GG	AS NEEDED	\$0.00
FFC-General 13+	\$55.06	J1GG	AS NEEDED	\$0.00
FFC-M/B-Baby	\$0.00	J1WC	AS NEEDED	\$0.00
FFC-M/B-Mother	\$57.06	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (2B)	\$65.56	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (2B) 13+	\$75.56	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (3B)	\$74.06	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (3B) 13+	\$84.06	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother 13+	\$67.06	J1WP	AS NEEDED	\$0.00
FFC-Maternity	\$45.06	J1JG	AS NEEDED	\$0.00
FFC-Maternity 13+	\$55.06	J1JG	AS NEEDED	\$0.00
FFC-Medical	\$45.06	J1MR	AS NEEDED	\$0.00
FFC-Medical 13+	\$55.06	J1MR	AS NEEDED	\$0.00
FFC-Respite	\$0.00	J14G	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X1XX	AS NEEDED	\$0.00
KIN-College Rate	\$32.13	Z1GW	AS NEEDED	\$0.00
KIN-Emergency	\$45.06	Z1DG	AS NEEDED	\$0.00
KIN-Emergency 13+	\$55.06	Z1DG	AS NEEDED	\$0.00
KIN-Emergency-M/B-Baby	\$0.00	Z1DC	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother	\$57.06	Z1DP	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother (2B)	\$65.56	Z1DP	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother (2B) 13+	\$75.56	Z1DP	AS NEEDED	\$0.00

**Exhibit SAA - 1
Fiscal Year 2018**

6606 - Catholic Social Services

Services	Rate	Service Code	Contract Units	Total
KIN-Emergency-M/B-Mother (3B)	\$74.06	Z1DP	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother (3B) 13+	\$84.06	Z1DP	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother 13+	\$67.06	Z1DP	AS NEEDED	\$0.00
KIN-General	\$45.06	Z1GG	AS NEEDED	\$0.00
KIN-General 13+	\$55.06	Z1GG	AS NEEDED	\$0.00
KIN-M/B-Baby	\$0.00	Z1WC	AS NEEDED	\$0.00
KIN-M/B-Mother	\$57.06	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (2B)	\$65.56	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (2B) 13+	\$75.56	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (3B)	\$74.06	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (3B) 13+	\$84.06	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother 13+	\$67.06	Z1WP	AS NEEDED	\$0.00
KIN-Maternity	\$45.06	Z1JG	AS NEEDED	\$0.00
KIN-Maternity 13+	\$55.06	Z1JG	AS NEEDED	\$0.00
KIN-Medical	\$45.06	Z1MR	AS NEEDED	\$0.00
KIN-Medical 13+	\$55.06	Z1MR	AS NEEDED	\$0.00

CUA - 1/1/18 to 6/30/18 TOTAL: \$0.00

CUA - 7/1/17 to 12/31/17

FFC-College Rate	\$28.50	J1GW	AS NEEDED	\$0.00
FFC-Emergency Shelter	\$41.43	E1GG	AS NEEDED	\$0.00
FFC-Emergency Shelter 13+	\$51.43	E1GG	AS NEEDED	\$0.00
FFC-General	\$41.43	J1GG	AS NEEDED	\$0.00
FFC-General 13+	\$51.43	J1GG	AS NEEDED	\$0.00
FFC-M/B-Baby	\$0.00	J1WC	AS NEEDED	\$0.00
FFC-M/B-Mother	\$53.43	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (2B)	\$61.93	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (2B) 13+	\$71.93	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (3B)	\$70.43	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (3B) 13+	\$80.43	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother 13+	\$63.43	J1WP	AS NEEDED	\$0.00
FFC-Maternity	\$41.43	J1JG	AS NEEDED	\$0.00
FFC-Maternity 13+	\$51.43	J1JG	AS NEEDED	\$0.00
FFC-Medical	\$41.43	J1MR	AS NEEDED	\$0.00
FFC-Medical 13+	\$51.43	J1MR	AS NEEDED	\$0.00
FFC-Respite	\$0.00	J14G	AS NEEDED	\$0.00

**Exhibit SAA - 1
Fiscal Year 2018**

6606 - Catholic Social Services

Services	Rate	Service Code	Contract Units	Total
Initial Clothing Allowance	Up to \$250/child	X1XX	AS NEEDED	\$0.00
KIN-College Rate	\$28.50	Z1GW	AS NEEDED	\$0.00
KIN-Emergency	\$41.43	Z1DG	AS NEEDED	\$0.00
KIN-Emergency 13+	\$51.43	Z1DG	AS NEEDED	\$0.00
KIN-Emergency-M/B-Baby	\$0.00	Z1DC	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother	\$53.43	Z1DP	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother (2B)	\$61.93	Z1DP	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother (2B) 13+	\$71.93	Z1DP	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother (3B)	\$70.43	Z1DP	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother (3B) 13+	\$80.43	Z1DP	AS NEEDED	\$0.00
KIN-Emergency-M/B-Mother 13+	\$63.43	Z1DP	AS NEEDED	\$0.00
KIN-General	\$41.43	Z1GG	AS NEEDED	\$0.00
KIN-General 13+	\$51.43	Z1GG	AS NEEDED	\$0.00
KIN-M/B-Baby	\$0.00	Z1WC	AS NEEDED	\$0.00
KIN-M/B-Mother	\$53.43	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (2B)	\$61.93	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (2B) 13+	\$71.93	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (3B)	\$70.43	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (3B) 13+	\$80.43	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother 13+	\$63.43	Z1WP	AS NEEDED	\$0.00
KIN-Maternity	\$41.43	Z1JG	AS NEEDED	\$0.00
KIN-Maternity 13+	\$51.43	Z1JG	AS NEEDED	\$0.00
KIN-Medical	\$41.43	Z1MR	AS NEEDED	\$0.00
KIN-Medical 13+	\$51.43	Z1MR	AS NEEDED	\$0.00

CUA - 7/1/17 to 12/31/17 TOTAL: \$0.00

Placement - 1/1/18 to 6/30/18

FFC-College Rate	\$32.13	J1GW	AS NEEDED	\$0.00
FFC-Emergency Shelter	\$58.12	E11G	AS NEEDED	\$0.00
FFC-Emergency Shelter 13+	\$68.12	E11G	AS NEEDED	\$0.00
FFC-Level II	\$58.12	J12G	AS NEEDED	\$0.00
FFC-Level II 13+	\$68.12	J12G	AS NEEDED	\$0.00
FFC-M/B-Baby	\$0.00	J1WC	AS NEEDED	\$0.00
FFC-M/B-Mother	\$71.64	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (2B)	\$98.64	J1WP	AS NEEDED	\$0.00

**Exhibit SAA - 1
Fiscal Year 2018**

6606 - Catholic Social Services

Services	Rate	Service Code	Contract Units	Total
FFC-M/B-Mother (2B) 13+	\$108.64	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (3B)	\$125.64	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (3B) 13+	\$135.64	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother 13+	\$81.64	J1WP	AS NEEDED	\$0.00
FFC-Maternity	\$46.12	J1JG	AS NEEDED	\$0.00
FFC-Maternity 13+	\$56.12	J1JG	AS NEEDED	\$0.00
FFC-Medical	\$46.12	J1MR	AS NEEDED	\$0.00
FFC-Medical 13+	\$56.12	J1MR	AS NEEDED	\$0.00
FFC-Respite	\$0.00	J14G	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X1XX	AS NEEDED	\$0.00
KIN-College Rate	\$32.13	Z1GW	AS NEEDED	\$0.00
KIN-Level II	\$58.12	Z12G	AS NEEDED	\$0.00
KIN-Level II 13+	\$68.12	Z12G	AS NEEDED	\$0.00
KIN-M/B-Baby	\$0.00	Z1WC	AS NEEDED	\$0.00
KIN-M/B-Mother	\$71.64	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (2B)	\$98.64	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (2B) 13+	\$108.64	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (3B)	\$125.64	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (3B) 13+	\$135.64	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother 13+	\$81.64	Z1WP	AS NEEDED	\$0.00
KIN-Maternity	\$46.12	Z1JG	AS NEEDED	\$0.00
KIN-Maternity 13+	\$56.12	Z1JG	AS NEEDED	\$0.00
KIN-Medical	\$46.12	Z1MR	AS NEEDED	\$0.00
KIN-Medical 13+	\$56.12	Z1MR	AS NEEDED	\$0.00
SBH-Transition FFC	Up to \$87.77	J1UG	AS NEEDED	\$0.00
SBH-Transition FFC 13+	Up to \$97.77	J1UG	AS NEEDED	\$0.00
SBH-Transition KIN	Up to \$87.77	Z1UG	AS NEEDED	\$0.00
SBH-Transition KIN 13+	Up to \$97.77	Z1UG	AS NEEDED	\$0.00

Placement - 1/1/18 to 6/30/18 TOTAL: \$0.00

Placement - 7/1/17 to 12/31/17

FFC-College Rate	\$28.50	J1GW	AS NEEDED	\$0.00
FFC-Emergency Shelter	\$54.59	E11G	AS NEEDED	\$0.00
FFC-Emergency Shelter 13+	\$64.49	E11G	AS NEEDED	\$0.00
FFC-Level II	\$54.49	J12G	AS NEEDED	\$0.00
FFC-Level II 13+	\$64.49	J12G	AS NEEDED	\$0.00
FFC-M/B-Baby	\$0.00	J1WC	AS NEEDED	\$0.00
FFC-M/B-Mother	\$68.01	J1WP	AS NEEDED	\$0.00

**Exhibit SAA - 1
Fiscal Year 2018**

6606 - Catholic Social Services

Services	Rate	Service Code	Contract Units	Total
FFC-M/B-Mother (2B)	\$95.01	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (2B) 13+	\$105.01	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (3B)	\$122.01	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother (3B) 13+	\$132.01	J1WP	AS NEEDED	\$0.00
FFC-M/B-Mother 13+	\$78.01	J1WP	AS NEEDED	\$0.00
FFC-Maternity	\$42.49	J1JG	AS NEEDED	\$0.00
FFC-Maternity 13+	\$52.49	J1JG	AS NEEDED	\$0.00
FFC-Medical	\$42.49	J1MR	AS NEEDED	\$0.00
FFC-Medical 13+	\$52.49	J1MR	AS NEEDED	\$0.00
FFC-Respite	\$0.00	J14G	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X1XX	AS NEEDED	\$0.00
KIN-College Rate	\$28.50	Z1GW	AS NEEDED	\$0.00
KIN-Level II	\$54.49	Z12G	AS NEEDED	\$0.00
KIN-Level II 13+	\$64.49	Z12G	AS NEEDED	\$0.00
KIN-M/B-Baby	\$0.00	Z1WC	AS NEEDED	\$0.00
KIN-M/B-Mother	\$68.01	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (2B)	\$95.01	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (2B) 13+	\$105.01	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (3B)	\$122.01	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother (3B) 13+	\$132.01	Z1WP	AS NEEDED	\$0.00
KIN-M/B-Mother 13+	\$78.01	Z1WP	AS NEEDED	\$0.00
KIN-Maternity	\$42.49	Z1JG	AS NEEDED	\$0.00
KIN-Maternity 13+	\$52.49	Z1JG	AS NEEDED	\$0.00
KIN-Medical	\$42.49	Z1MR	AS NEEDED	\$0.00
KIN-Medical 13+	\$52.49	Z1MR	AS NEEDED	\$0.00
SBH-Transition FFC	Up to \$84.14	J1UG	AS NEEDED	\$0.00
SBH-Transition FFC 13+	Up to \$94.14	J1UG	AS NEEDED	\$0.00
SBH-Transition KIN	Up to \$84.14	Z1UG	AS NEEDED	\$0.00
SBH-Transition KIN 13+	Up to \$94.14	Z1UG	AS NEEDED	\$0.00
Placement - 7/1/17 to 12/31/17 TOTAL:				\$0.00

St Francis/St Joseph for Boys - CUA/Placement

GH-Intensive (Non-RTF)	\$212.16	K1LG	AS NEEDED	\$0.00
GH-Intensive (Non-RTF)	\$256.55	K1LG	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X1XX	AS NEEDED	\$0.00
SIL (Requires Authorization)	\$114.52	M1GG	AS NEEDED	\$0.00
SIL-College Rate	\$24.75	M1GW	AS NEEDED	\$0.00

St Francis/St Joseph for Boys - CUA/Placement TOTAL: \$0.00

**Exhibit SAA - 1
Fiscal Year 2018**

6606 - Catholic Social Services

Services	Rate	Service Code	Contract Units	Total
<u>St Gabriel's (Requires Authorization) - CUA/Placement</u>				
Initial Clothing Allowance	Up to \$250/child	X1XX	AS NEEDED	\$0.00
INST-Intensive (Non-RTF)	\$197.35	L1LG	AS NEEDED	\$0.00
INST-Intensive (Non-RTF)	\$239.94	L1LG	AS NEEDED	\$0.00
INST-RTF D&A (R/B,C/P)	\$84.61	L1AR	AS NEEDED	\$0.00
INST-RTF Mitchell (R/B,C/P)	\$84.61	L13R	AS NEEDED	\$0.00
INST-RTF Module I (R/B,C/P)	\$84.61	L13R	AS NEEDED	\$0.00

St Gabriel's (Requires Authorization) - CUA/Placement TOTAL: \$0.00

St Vincent's: Guardian Angel/St.Vincent's Maternity Home - CUA/Placement

GH-Intensive (Non-RTF)	\$212.16	K1LG	AS NEEDED	\$0.00
GH-M/B-Baby	\$0.00	K1WC	AS NEEDED	\$0.00
GH-M/B-Mother	\$229.16	K1WP	AS NEEDED	\$0.00
GH-M/B-Mother (2B)	\$246.16	K1WP	AS NEEDED	\$0.00
GH-M/B-Mother (3B)	\$263.16	K1WP	AS NEEDED	\$0.00
GH-Maternity	\$212.16	K1JG	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X1XX	AS NEEDED	\$0.00

St Vincent's: Guardian Angel/St.Vincent's Maternity Home - CUA/Placement TOTAL: \$0.00

St. Vincent's Group Homes: Guardian Angel/St. Joachim/St. Joseph for Girls, M. Carol - CUA/Placement

GH-Intensive (Non-RTF)	\$212.16	K1LG	AS NEEDED	\$0.00
GH-Shelter (Requires Authorization)	\$180.44	B12G	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X1XX	AS NEEDED	\$0.00

St. Vincent's Group Homes: Guardian Angel/St. Joachim/St. Joseph for Girls, M. Carol - CUA/Placement TOTAL: \$0.00

DEPENDENT TOTAL: \$9,021,176.23

DELINQUENT SERVICES

Bouvier, McCarthy, Fairless, Morrell, Drexel and McGlade

GH-RTF (C/P)	\$3.00	K23M	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X2XX	AS NEEDED	\$0.00

Bouvier, McCarthy, Fairless, Morrell, Drexel and McGlade TOTAL: \$0.00

**Exhibit SAA - 1
Fiscal Year 2018**

6606 - Catholic Social Services

Services	Rate	Service Code	Contract Units	Total
<u>Del Voc</u>				
Day Treatment (5 Day)	\$107.46	G2GF	AS NEEDED	\$0.00
				Del Voc TOTAL: \$0.00
<u>St Francis/St. Joseph for Boys</u>				
Initial Clothing Allowance	Up to \$250/child	X2XX	AS NEEDED	\$0.00
SIL	\$114.52	M2GG	AS NEEDED	\$0.00
				St Francis/St. Joseph for Boys TOTAL: \$0.00
<u>St Gabriel's</u>				
Counseling	\$25/5 Hr	X2XX	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X2XX	AS NEEDED	\$0.00
INST-Intensive (Non-RTF)	\$197.35	L2LG	AS NEEDED	\$0.00
INST-Intensive (Non-RTF) Mitchell	\$239.94	L2LG	AS NEEDED	\$0.00
INST-RTF D&A (R/B,C/P)	\$84.61	L2AR	AS NEEDED	\$0.00
INST-RTF Mitchell (R/B,C/P)	\$84.61	L23R	AS NEEDED	\$0.00
INST-RTF Module 1 (R/B,C/P)	\$84.61	L23R	AS NEEDED	\$0.00
				St Gabriel's TOTAL: \$0.00
<u>St Gabriel's - Reintegration Services</u>				
Aftercare I	\$25.58	C2NG	AS NEEDED	\$0.00
				St Gabriel's - Reintegration Services TOTAL: \$0.00
<u>St Vincent's: Guardian Angel/St.Vincent's Maternity Home</u>				
GH-Intensive (Non-RTF)	\$212.16	K2LG	AS NEEDED	\$0.00
GH-M/B-Baby	\$0.00	K2WC	AS NEEDED	\$0.00
GH-M/B-Mother	\$229.16	K2WP	AS NEEDED	\$0.00
GH-M/B-Mother (2B)	\$246.16	K2WP	AS NEEDED	\$0.00
GH-M/B-Mother (3B)	\$263.16	K2WP	AS NEEDED	\$0.00
GH-Maternity	\$212.16	K2JG	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X2XX	AS NEEDED	\$0.00
				St Vincent's: Guardian Angel/St.Vincent's Maternity Home TOTAL: \$0.00
<u>St. Vincent's Group Homes: Guardian Angel/St. Joachim/St. Joseph for Girls, M. Carol</u>				
GH-Intensive (Non-RTF)	\$212.16	K2LG	AS NEEDED	\$0.00
Initial Clothing Allowance	Up to \$250/child	X2XX	AS NEEDED	\$0.00
				St. Vincent's Group Homes: Guardian Angel/St. Joachim/St. Joseph for Girls, M. Carol TOTAL: \$0.00

DELINQUENT TOTAL: \$10,409,815.00

CONTRACT MAXIMUM LIMIT: \$19,430,991.23



CITY OF PHILADELPHIA DEPARTMENT OF HUMAN SERVICES

"We believe that a community-neighborhood approach with clearly defined roles between county and provider staff will positively impact safety, permanency, and well-being."

What are we working together to achieve?

- o More children and youth maintained safely in their own homes and communities.
- o More children and youth achieving timely reunification or other permanence.
- o A reduction in the use of congregate care.
- o Improved child, youth, and family functioning.

S.A.A.-2

Scope of Service:

**For General, Kinship, and Teen Parent/Baby
Resource Home Care Providers**

July 2017

Statement of Purpose:

This Scope of Service is made and entered into between Catholic Social Services (the Provider) and the Philadelphia Department of Human Services (DHS), and sets forth the services for general, kinship, and teen parent/baby resource home care.

Throughout this document, the term "Resource Parent" refers to both kinship parents and non-relative foster parents.

When a child or youth is placed through a Community Umbrella Agency, CUA, the Provider offers ongoing support and coaching to Resource Parents through Provider Staff¹. The Provider is required to work collaboratively with the CUA. Contracts between DHS and all CUAs set forth services for resource home care with case management responsibilities remaining with the CUA. When the child or youth is receiving case management services directly from DHS, the Provider must also deliver case management services to the Resource Parent, parent or other reunification resource, and the child or youth and collaborate with the assigned DHS Social Worker (DHS cases).

Department Overview:

The mission of the Department of Human Services (DHS) is to provide and promote safety, permanency, and well being for children and youth at risk of abuse, neglect and delinquency. DHS is organized in the following Divisions: Administration and Management, Child Welfare Operations Division, Community Based Prevention Services, Finance, Juvenile Justice Services, and Performance Management and Technology. DHS continues to implement the Improving Outcomes for Children (IOC) model. The vision for IOC is to:

- o Maintain children and youth safely in their own homes and community.
- o Timely reunification or other permanency.
- o Reduce use of congregate care.
- o Improve children, youth, and family functioning.

As it relates to Resource Home care, the IOC framework provides a single Case Manager to work with assigned families. The case management service is provided by Community Umbrella Agencies who are embedded in the communities they serve.

For children and youth for whom the Provider continues to provide case management services, the case management staff interact on a regular basis with schools, medical, dental, and behavioral health providers; various community resources; and all service providers indicated on an Individual Service Plan (ISP) or Family Service Plan (FSP). For youth funded and placed by a CUA, the Provider interacts with external resources as needed, collaborates and communicates with the CUA, and continues to support the resource caregivers.

Provider Organizational Overview:

Mission Statement: Catholic Social Services of the Archdiocese of Philadelphia continues the work of Jesus by affirming, assisting and advocating for individuals, families, and communities.

Vision and Values Statement: Catholic Social Services Vision:

¹ Provider Staff is responsible for recruiting and certifying foster and kinship homes.

Catholic Social Services exists to transform lives and bring about a just and compassionate society where every individual is valued, families are healthy and strong, and communities are united in their commitment to the good of all. We envision a world touched by God's mercy: where poverty and need are alleviated, and all people share justly in the blessings of creation.

Catholic Social Services Values:

Compassion: genuine care and heartfelt concern for those we serve

Dignity: respect for each person created in God's image, regardless of color, capacity, or age

Charity: generosity toward all people in response to God's goodness to us

Justice: defense of and advocacy for the rights of the poor, vulnerable, and disadvantaged

Excellence: professional competence and responsible stewardship of time and resources

Problems and Issues to be Addressed:

Ideally, children and youth should be with their own families. When this is not possible, resource homes ensure that children and youth can be maintained safely in their own community. All resource home procedures and resources must be directed to supporting reunification or other permanency options, and the overall positive functioning of children, youth, and their families. Resource Parents must function as mentors to legal families to support these goals. An increased focus on recruiting resource caregivers who can manage adolescents is required in order to reduce the use of congregate care. There must also be a continued focus on the need for resource homes for children who are 0-6 years of age. The specific issue to be addressed by the Provider is to recruit, screen, train, and provide certified resource care homes for dependent children or youth, some of whom will need support to address behavioral health, medical, and educational needs. Homes for teens including pregnant teens and teen parents (teen parent/baby placements) are a priority in order to reduce the use of congregate care.

Program Objectives:

The program objectives are to provide trauma informed and culturally competent placement resources via trained resource caregivers. Resource caregivers also serve as a mentor and support to the legal family. Anticipated outcomes for resource home care services are:

- o To provide children with protection, care, and a nurturing environment with certified Resource Parents which can include extended family members while a permanent plan can be established within a set time frame.
- o To focus on identifying strengths, developing protective capacities and building resiliency and adaptive coping skills.
- o To facilitate participation in service delivery and/or treatment provided by external resources so that healthy partnerships can be created and goals on the service plans can be archived.
- o To provide opportunities to strengthen and develop youth assets.
- o To promote social competency skills.
- o To ensure that youth is available for assigned court related appearances.
- o To collaborate with the CUA case manager, DHS and/or other team members in planning the transition into the next level of care which will ideally be family reunification.
- o To access medical, dental and behavioral health services as needed.
- o To provide support, including access to resources, to achieve academic and vocational goals.

Program Overview:

Resource Home (Foster Care and Kinship Care): The primary goal of Resource Home Care is to support the safety, stability, permanency, and well-being needs of the child or youth and legal family. Resource

Parents provide general care and supervision for children and youth placed in their home. For CUA cases, the Provider focus is on supporting the Resource Parent while case management is provided by the CUA. For cases in which DHS also provides case management, the Provider delivers case management services and ongoing support to the parents and reunification resource. Whether providing services for a DHS case or a CUA case, the safety, stability, permanency, and well-being needs of the child or youth and legal family support includes developing a mentoring relationship with the legal family specifically in ways that foster positive family relationships and reunification. Resource caregivers are screened, trained, and certified by the Provider. In kinship care, the caregiver may also be an extended family member, friend, previous Resource Parent, or other professional who in the past has established a relationship with the child.

General level resource care, including kinship: Children and youth identified for this service category mostly demonstrate a moderate degree of behavioral, social, emotional, intellectual, and educational needs or issues. Service needs are compounded by normal placement adjustment issues. Routine care and supervision of the children and youth is manageable with some ongoing training and support from the Provider. Siblings are placed together whenever possible.

In addition:

- o Youth may require access to special education, or developmental or vocational services. This will be specified in either the FSP or the SCP depending on who is primarily responsible for case management functions (DHS or CUA).
- o The child's or youth's biological family requires support and to maintain their emotional bond with their children and to address identified safety issues and permanency goals.
- o Children and youth may require therapy or other therapeutic services provided by external resources as specified in either the FSP or the SCP, depending on who is primarily responsible for case management functions (either DHS or CUA).
- o Children and youth require routine health care or may have minor health or medical needs for which follow up care is to be provided.
- o The Provider agency staff or Resource Parents, or both participate in teaming meetings and development of SCP (CUA cases).

Teen Parent/Baby Foster or Kinship Placement Services: Teenage parents and their child who are identified for this service category demonstrate difficulty in behavioral, social, emotional, or intellectual development. The adolescent is not prepared to assume their current parental role. The child's legal family is typically not equipped to adequately address the adolescent needs.

This service includes:

- o General care of healthy infants or toddlers requiring routine care. The adolescent is physically healthy and requires routine care.
- o Neither the teen nor the child requires specially trained Resource Parents.
- o Parents or reunification resource, if different, requires support and to maintain their emotional bond with the teen and the teen's child and to address identified safety issues and permanency goals.

Services:

Referrals:

The DHS Central Referral Unit and the DHS On-going Worker, the DHS Investigating Worker (if a newly accepted case), or CUA Case Manager (CUA CM) must share with the Provider pertinent information as required by the five county standards which include: medical consent form, Medical and Immunization Records, Universal referral, service plan, placement history, court disposition, Court Orders, educational records, birth certificate, and the name of the child's or youth's attorney.

Case Management:

Case management will be provided either by the Provider (for DHS placements) or one of the CUA's (for CUA placements). The CUA Case Manager will visit the resource home at least once per month. For DHS placements, the Provider Case Manager will visit the home as required pursuant to DHS performance standards.

For CUA placements, the Provider offers support to the resource caregivers via a Provider Staff as defined earlier in this document. They may visit the resource caregiver as often as needed but at a minimum, once per quarter. They provide other supportive services to resource caregivers and act as a possible liaison to CUAs as needed.

For DHS placements, there is a Provider Case Manager assigned to the case.

Examples of relevant topics to be discussed with the DHS Worker or CUA Case Manager include:

- Child's or youth's adjustment to the home.
- Behavior management strategies.
- Child's or youth's educational, medical, and behavioral health progress.
- Resource Parent's ability to meet needs and assistance needed.
- Relationship with parents and reunification resource, and quality of visits (if applicable).

Examples of relevant topics to be discussed with Case Manager (CUA or DHS) include:

- Placement stability.
- Relationship issues with the other children in the resource home.
- Child's educational, medical, and behavioral health needs and proposed interventions.
- Behavior management strategies utilized by the Resource Parents.
- Relationship between Resource Parent and parents and reunification resource, if different and issues related to the resource caregiver as a mentor.
- Clarification of the role of the CUA Case Manager.
- Youth's interaction in the community and use of community resources.
- Progress or lack of progression toward attainment of service plan goals.
- Permanency planning.
- Results of Like Skills Assessment and related planning to help youth develop life skills.
- Provision of routine medical and dental care.
- Supplemental services or needs.

All resource caregivers and the Provider must ensure that:

- Three nourishing meals and additional snacks daily are provided and any special dietary needs or religious food restrictions are accommodated. Food is never to be withheld as a means of discipline.
- Provide children and youth with new, age appropriate, and seasonal clothing. All clothing should be purchased new with the child or youth, when appropriate, having choice in the selection. Consignment shops may be used as long as all household members utilize this option. Foster children and youth are to be treated no differently. All clothing purchased is the property of the child or youth. Purchase of necessary clothing is never to be withheld as a means of discipline by Resource Parents.

All resource homes must and the Provider must ensure that:

- The home is free of infestation, structural damage that poses an immediate threat to safety, lead (unless being treated), non-functioning utilities, fire or other health or safety hazards.
- There must be a working land line phone within the residence.
- The home meets all of the requirements of an approved adoptive placement. At the same time, Resource Parents must be willing to work with and mentor the reunification resource to ensure

Case: 18-2574 Document: 003113019064 Page: 214 Date Filed: 08/27/2018
that children and youth can reunify in a timely way. If reunification is not feasible, Resource Parents must be willing to consider being a permanency resource for children and youth placed in their care.

More specifically resource homes must meet the following criteria:

- All doors leading outside of the house are able to be locked or otherwise secured.
- There are cribs for infants and beds for each child and youth.
- There are working smoke detectors, fire extinguishers, and carbon monoxide detectors. Chemicals and drugs are stored properly away from children and youth.
- Firearms are locked and ammunition is stored separately in a locked container.
- Safe infant and toddler care, as applicable to the age of the children placed in the home including:
 - Safe bathing and the use of bath water thermometers.
 - Safe sleeping.
 - Car seats appropriate to the age and weight of the children if the resource family owns or will transport children in a vehicle.
 - Child proofing of the home and environment including stair gates, radiator covers, fireplace guards and other necessary safety devices including outlet covers.

The home must have and the Provider must ensure that there are the following resources:

- Mobile Crisis number and contacting procedures.
- Suicide Prevention Hotline number.
- Poison Control number.
- Smoke detectors and fire extinguishers.
- Police Department number and contacting procedures.
- Drug and Alcohol Intervention numbers and contacting procedures.
- No smoking signs.

The Provider must complete an inspection of the above for all Resource Parents on a quarterly basis.

The Provider is responsible for offering training and related support to Resource Parents that includes the impact that trauma has on youth behaviors and functioning, ways to motivate positive behaviors of children and youth, and strategies on ways to manage child and youth behaviors and encourage positive behaviors in a manner that is not vindictive, abusive, or degrading. For children and youth placed by CUA's, this support is provided to resource caregivers by Provider Staff. The Provider recognizes that the interaction between a caring Resource Parent and the child or youth is an opportunity to help them recognize their inherent assets and strengths, and develop acceptable behaviors. Such support assists children and youth in developing skills that promote their successful integration into the community.

Provider and Resource Parents are prohibited by both PA Regulation and DHS policy from using corporal punishment, threats or derogatory remarks, the depriving of meals, and the depriving of visits with parents or others, verbal abuse or any punitive, unusual, or unnecessary consequences for behaviors.

In deciding on an effective means of intervening during conflict, Resource Parents assess and ensure the following:

- The child's or youth's ability to problem solve and social or emotional maturity.
- There is open communication with the child or youth to understand reactions and feelings.
- Set clear limits and guidelines for positive behavior and ensure they have been communicated effectively.
- That expectations for improved behaviors are defined or explained so that youth can develop new skills and receive incentives for pro social or positive behaviors.

If the Provider Staff (CUA cases) or Provider Case Manager (DHS cases) suspect that the disciplinary actions occurring in the foster home violate the Pennsylvania Child Protective Services Law, it is the mandated obligation of the Provider Staff to immediately report this incident to the Pennsylvania Child Abuse Hotline and to DHS. In some cases, the police and the District Attorney's Office may also be involved in investigating any alleged criminal actions. The State investigates these reports and determines if the incident is indicated or unfounded. State Foster Family Care Regulations mandate that the agency remove children and youth in situations where their safety is in question. Children and youth may require removal from the resource home while an investigation is taking place unless an acceptable plan of supervision can be put in place to ensure safety. This decision is made in conjunction with the Southeast Regional Office investigating the report, the CUA CM, if a CUA case and either the DHS Worker or the DHS Investigator assigned.

If the decision is made to allow the child or youth to remain in the home during or following an investigation, a written plan of supervision must be developed by the appropriate case management team. If the Resource Parent is placed on probation for this or any other reasons, no additional placements will be made in the Resource Parent's home during a probationary period or whenever the investigation is complete.

All placement moves must be legally approved by the Court or by agreement of all parties except in the case of emergencies. It is the case management's team responsibility to obtain Court authorization to move children or youth through the City of Philadelphia Law Department.

Visitation:

The frequency and duration of visits both with reunification resources, concurrent plan resources, and siblings must be as liberal as possible from the time of placement. Whenever possible, visitation should be weekly but parental and sibling visitation cannot be less than twice monthly unless otherwise prohibited or specified by Court. The visitation plan must be discussed and agreed upon. It must be accommodating to the schedules of the reunification resource, children, and youth and include weekends or evenings or both where needed.

For DHS placements, Provider Case Managers are responsible for visitation. For CUA placements, CUA's are responsible for visitation based on the SCP. Either Provider or CUA must ensure that children and youth have adequate resources and items provided by the Resource Parent to have successful visits. This may include a provision of transportation for the visitation, food, diapers, etc... to meet the child's needs.

Whenever children or youth are placed or re-placed, a visit must occur between the child or youth and the parent from whom they are removed as soon as possible and no later than two business days.

An introductory meeting between the Resource Parent or the Provider Staff and the parents must also occur within five business days of the placement or replacement. Resource Parents should communicate with the parents or other reunification resources regularly and at least monthly about the children or youth outside of regularly scheduled visits. Siblings are to be placed together whenever possible. When siblings are not able to be placed together, visits are to occur between the siblings bi-weekly, at a minimum, unless otherwise directed by Court Order.

Whenever possible visits must be:

- o In the home of the reunification resource unless there is a Court Order, clear documentation in the visitation plan, service plan or in a Structured Progress Note as to why this cannot occur. If other than the home of the reunification resource, visits must be in a family-like and family friendly visitation space that allows for normal parent-child interaction, ideally in the home of a relative or Resource Parent. If such home is not available, visits should occur at a community

location familiar to the child, youth, or parent (such as a recreation center, playground, or church). The option of last resort is a family-friendly area of the Provider's as the case manager or subcontractor for a CUA. In order to move from the best option in the hierarchy to a lower option, the higher option must be ruled out and the reasons for ruling it out must be clearly documented. When visits are not in the home, a progression plan for visits in the home must be considered at the service plan meetings and court hearings.

- o Supervised only if necessary, based on clear threats to the safety of children and youth or Court Order. Persons supervising visits must ensure safety, remain in line of sight and earshot, and provide unobtrusive constructive feedback and coaching on parenting.
- o Accommodating to the schedules of the reunification resource, children, and youth.

Transportation: Will be coordinated between all parties. Visits between parents and children and youth are critical to support and enhance the process of reaching the goals of reunification.

Teaming: For DHS cases, the Provider's Case Manager participates in DHS Family Service Plan (FSP) meetings and develops the Individual Service Plan (ISP). For CUA cases, Resource Parents or an agency representative, such as Provider Staff as defined earlier, or both will participate in teaming as needed. Information critical for decision making and planning will be shared with the CUA Case Manager prior to all teaming meetings.

Court:

For CUA, Provider Staff may be called upon to testify to safety or any other matters as providers currently are called upon. The Law Department will notify the CUA CM, and, if necessary, subpoena the provider. For DHS cases, the Provider Case Manager appears in court and provides safety testimony as well as family progress information to the Court.

Placement Disruption:

Providers and Resource Parents must give 30 days notice to DHS CRU regarding the need to remove a child or youth.

Whenever there appears or it is reported by either the child or youth or the Resource Parent that the placement is in danger of disruption or the Resource Parent gives 30 days notice, the Provider must notify CRU immediately. An email must be sent to DHS_CRU@phila.gov with the subject line to read: "30 Day Notice."

If a CUA case, the CUA CM is to be notified and a Placement Stability Conference must be requested. The Provider and Resource Parent must be invited and must participate in this conference. The focus of the conference is to determine whether there are additional supports that could be put into place to avoid the disruption.

If it is a DHS case, the Provider and DHS Worker and Supervisors must conference the case together to determine whether there are additional supports that could be put into place to avoid the disruption.

Reporting:

High Profile Cases:

In an effort to keep abreast of high profile cases, Child Welfare Operations Leadership is requiring that all Directors of all agencies report to the appropriate Operations Director (DHS Front End, DHS Permanency and Well-being Services, or DHS CUA) via telephone and email any high profile case that come to their attention. These high profile cases must be conferenced with the assigned chain of command, including the CUA Director, and then the Director determines if a CWO Management team meeting is needed. This is a collaborative effort between CWO Management and Support Centers to extend support and guidance to DHS Social Work Services and CUA staff in their decision-making.

Criteria:

- Death of a child or youth involved with DHS or in a DHS involved household.
- Any missing child 12 years of age or under and active with DHS (committed to DHS or receiving in-home services).
- Any child or youth sexually abused while in care.
- Media report involving DHS cases or families.
- Any child or youth committed to DHS and hospitalized subsequent to injury (whether accidentally or intentionally injured).
- The arrest of a kin, Resource Parent, or any household member of a resource home, including any child or youth committed to the Department.
- Notification from any placement agency that a child or youth has been moved due to a report of abuse or neglect and the kin, Resource Parent, or household member is the alleged perpetrator.
- Any other type of incident as may be subsequently designated by the Department as High Profile.

Notification Procedure:

- The Provider must immediately notify the CUA Chain of Command until an in-person contact is made or through the CUA after hours mechanism.
- The CUA staff who is informed must notify the chain of command (up to Director level).
- Directors must immediately notify via telephone the Operations Director who has responsibility for their service and subsequently send an email notification within 24 hours to
 - Operations Director for Front End Services;
 - Operations Director for Permanency and Well-being Services;
 - Operations Director for Improving Outcomes for Children; and
 - Chief of Staff for the Deputy Commissioner.
- The CWO Deputy Commissioner will be contacted as needed. The CWO Deputy Commissioner notifies the Commissioner and other Executive Staff members as appropriate and always if the media is involved.
 - After hours notifications must be given to the Hotline Staff and Hotline Staff must immediately alert the Operations Director.

The above does not relieve any agency required to report incidents through HCSIS.

Information Sharing:

Routine information that emerges during or between visits such as a change in school functioning, relevant communication with a family member, emerging wellness concerns, or new legal family information that potentially changes goals or objectives identified in the FSP or SCP, whichever is applicable, must be reported to the DHS Worker or Supervisor (DHS case), or the CUA Case Manager or Supervisor (CUA case), during the same business week that the information becomes known.

Media Inquiries:

In the event that the Provider receives a media inquiry, the Provider must notify the CUA Director and DHS Communications Director. Staff are not permitted to comment or even acknowledge a case, but should direct such inquiries to the Department's Communications Director.

Megan's Law Requirements:

When a sexually violent predator from the National Megan's Law database lives or moves within 1000 feet of any of a Provider's resource home, the Provider receives an electronic notification from the Department. Upon receipt of this notification, the Provider must do the following:

- Make a telephone call (within 24 hours of the electronic notification) to the resource home notifying the Resource Parent that a sexually violent predator lives within 1000 feet of the home.
- Visit the resource home within 48 hours and:
 - Review the Megan's Law Safety Plan with the Resource Parent and any youth 14 and older.
 - Have all parties sign the Megan's Law Notification and Safety Plan.
 - Provide a picture of the predator.
- Mail a copy of the signed Megan's Law Notification/Safety Plan or Receipt of Megan's Law Notification and Safety Plan to the DHS Ombudsman in care of the DHS Commissioner's Office:
1515 Arch Street, 8th Floor
Philadelphia, PA 19102
- Email the signed Megan's Law Notification and Safety Plan to the CUA Director of Quality Assurance for any child or youth residing in the facility.

Foster Parent Registry

Providers promptly provide information to the PA Foster Parent Registry regarding Resource Parent Caregiver status and changes in status between annual certification and re-certification time frames.

Providers must ensure current and updated copies of each Resource Caregivers Certificate of Compliance are provided to the Department and the CUA. Providers must upload Resource Home certification information and documentation to the Provider Licensure module of DHSCconnect whenever Resource Caregivers are certified and whenever their certification status changes.

Mentoring:

The Resource Parent must play a role in facilitating reunification as described in the service plans. Primarily this will be based on the Resource Parents' capabilities to serve as a mentor to the legal family and assist legal family in strengthening parental capabilities, assisting with planned activities, modeling and fostering positive parent-child interaction.

See also, the DHS Performance Standards, DHS policy, and as appropriate, the IOC Practice and Fiscal Guidelines for relevant policy.

Hours and location of work:

The Provider must have 24 hours a day, 7 days a week accessibility. For CUA cases, resource homes are located ideally in the CUA region.

Emergency contact procedures are as follows:

Departmental supervisory staff will provide emergency coverage on a rotational basis to ensure access to agency assistance and services outside of regular business hours for referrals from the Philadelphia Department of Human Services and Community Umbrella Agencies for the placement of children in appropriate foster homes and to respond to emergencies involving the children and families served by the program. The on call supervisor can be reached at 215-808-8656.

The administrative office for the Provider is located at:

Catholic Human Services
222 N. 17th Street
3rd floor
Philadelphia, PA 19103

Referrals are typically accepted during normal work hours although emergency placements are considered on a case by case basis.

Staffing Structure:

Attach Agency Organizational Chart and Program Organizational Chart.

Technology requirements:

Internet access to utilize DHSCconnect.

Funding restrictions:

(Insert N/A or describe restrictions)

The program is overseen by:

Robert Montoro, MSW, Administrator

Cover Page

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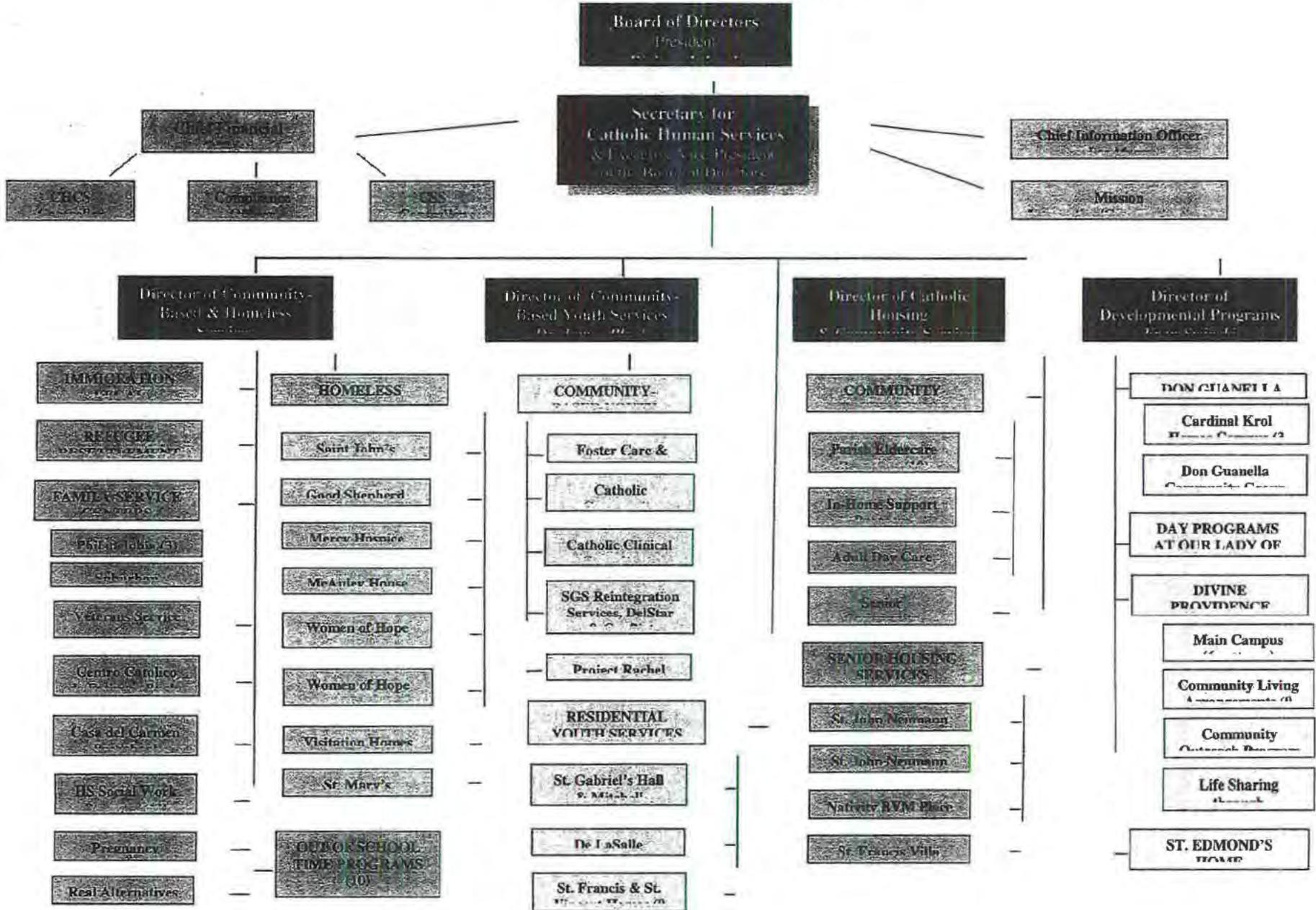
CATHOLIC SOCIAL SERVICES

ARCHDIOCESE OF PHILADELPHIA

Organizational Structure

July 2017

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THE CITY OF PHILADELPHIA
PROFESSIONAL SERVICES CONTRACT
GENERAL PROVISIONS
FOR
DEPARTMENT OF HUMAN SERVICES CONTRACTS

Revision Date: June 2017

The City of Philadelphia
Professional Services Contract
Department of Human Services
General Provisions

TABLE OF CONTENTS

TABLE OF CONTENTS ii

ARTICLE I: DEFINITIONS 9

1.1 ADA 9

1.2 Additional Services and Materials 9

1.3 Additional Term, Additional Terms 9

1.4 Agency 9

1.5 Aggregate Actual Cost 9

1.6 Appropriated Fiscal Year 9

1.7 Amendment 9

1.8 Applicable Law 9

1.9 Applicant 9

1.10 CBES 9

1.11 Certification of Restrictions on Lobbying 10

1.12 City 10

1.13 City Agency 10

1.14 City Council 10

1.15 City-Related Agency 10

1.16 Code 10

1.17 Commissioner 10

1.18 Commonwealth 10

1.19 Community Behavioral Health 10

1.20 Consultant 10

1.21 Contract 11

1.22 Contract Cost Principles 11

1.23 Contract Documents 11

1.24 Contributions 11

1.25 Community Umbrella Agency 11

1.26 CRU 11

1.27 CWO 11

1.28 CYD Policy Manual 11

1.29 Department 11

1.30 Departmental and Administrative Policy Directives 11

1.31 Discharge Plan 11

1.32 Discharge Summary 12

1.33 EPSDT 12

1.34 Event of Default 12

1.35 Event of Insolvency 12

1.36 Exhaustion of Capacity 12

1.37 Family Court 12

1.38 Financial Assistance..... 12

1.39 Fiscal Year 12

1.40 Form Authorizations 13

1.41 FSP 13

1.42 Functional Expenditure Report..... 13

1.43 General Provisions 13

1.44 HealthChoices 13

1.45 Improving Outcomes for Children..... 13

1.46 Independent Audit Report..... 13

1.47 Initial Term 13

1.48 Intent to Adopt 13

1.49 Interpretation; Number, Gender 13

1.50 ISP 14

1.51 JPO..... 14

1.52 Materials 14

1.53 Medical Assistance 14

1.54 Mental Health Procedures Act 14

1.55 Modification Notice 14

1.56 Non-Competitively Bid Contract..... 14

1.57 Out-of-Home Placement 14

1.58 PA DHS 14

1.59 Party; Parties 15

1.60 PBC 15

1.61 Person..... 15

1.62 Placement Amendment 15

1.63 Policy Transmittals and Guides 15

1.64 Professional Services Contract. 15

1.65 Provider..... 15

1.66 Provider Agreement..... 15

1.67 Provisional 15

1.68 Referring Agency..... 15

1.69 Responsible Official..... 15

1.70 Santiago Consent Decree 15

1.71 Scope of Services..... 15

1.72 Services 16

1.73 Single Case Plan 16

1.74 Subcontract 16

1.75 Subcontractor 16

1.76 Subrecipient Audit Guide 16

1.77 Suspension Notice..... 16

1.78 Suspension Period..... 16

1.79 SWAN..... 16

1.80 Term..... 16

1.81 Termination Notice 16

1.82 Transition. 16

1.83 Transition Notice 16

1.84 Total Actual Cost..... 17

1.85 Vacancy..... 17

ARTICLE II: TERM..... 17

2.1 Initial Term. 17

2.2 Additional Terms. 17

ARTICLE III: PROVIDER’S DUTIES AND COVENANTS 17

3.1 Performance Requirements 17

3.2 Compliance with Applicable Law 17

(a) Title IV(e) of the Social Security Act (“Title IV(e)”) and Adoption and Safe Families Act (“ASFA”) Compliance. 18

(b) Compliance with Title VI of the Civil Rights Act of 1964..... 18

(c) Compliance with the Prison Rape Elimination Act of 2003..... 19

(d) Fostering Connections To Success and Increasing Adoption Act of 2008..... 19

(e) Activities and Experiences for Children in Out-of-Home Placements Act of 2015.. 19

3.3 Additional Services and Materials; Change in Scope of Services. 20

3.4 Responsibility 20

3.5 Subcontracts..... 22

3.6 Conflict of Interest; Related Party Transactions 25

3.7 Relationship with the City or Family Court..... 25

3.8 Time Frame for Submissions 25

3.9 Prompt Payment by Provider 26

3.10 Sales and Use Tax 26

3.11 Adherence to Departmental Policy 26

3.12 Adoption License 26

3.13 Routine Transportation Costs 27

3.14 Family Visit Food Costs 27

3.15 Payments for Placement Services 27

3.16 EPSDT; Managed Care..... 27

3.17 Service Requirements 28

3.18 Web-Based Central Referral Unit (CRU) System Participation..... 28

3.19 Dependent Placement Referrals..... 28

3.20 Referral Disputes 28

3.21 Rejection of Referral..... 28

3.22 Notice of Referral Acceptance or Rejection 29

3.24 Vacation, Holiday Placement..... 29

3.25 Adequate Clothing 29

3.26 Return of Medical Assistance Card 29

3.27 Service Reports 29

(a) Progress Reports. 29

(b) Placement Objectives; Adjustment Reports..... 30

(c) Notice of Child’s Location..... 30

(d) Copies of ISPs, Other Reports. 31

(e) In Home Services and Foster Care Outcomes Requirements. 31

(f) Compliance with Temporary Assistance for Needy Families (“TANF”) Reporting Requirements. 31

(g) Unusual Incident, Safety Alert and HCSIS Reports 32

(h) Documentation of arrests of children/youth. 32

(i) Documentation of restraints of children/youth. 32

3.28 Transitional and Discharge Planning..... 32

(a) Upon Agreement of the Parties..... 33

(b) Upon Request of Provider..... 33

(c) Delinquent Children..... 33

(d) Documentation of discharges of children/youth..... 34

3.29 Absence of Child..... 34

3.30 Provider’s Publications 35

3.31 Certifications..... 35

3.32 Child Death Review..... 39

3.33 Foster Parent Agreements..... 39

3.34 Group Home Provision..... 40

3.35 Adoption and Permanent Legal Custodianship..... 40

ARTICLE IV: PROVIDER’S REPRESENTATIONS AND COVENANTS..... 40

4.1 Provider’s Representations and Covenants..... 40

(a) Good Standing 40

(b) Authority to Act..... 40

(c) Legal Obligation 41

(d) No Litigation Preventing Performance 41

(e) Requisite Licensure and Qualifications 41

(f) No Adverse Interests..... 42

(g) No Indebtedness to the City..... 42

(h) Commercial Activity License 43

(i) Subcontractor Licensure; No Indebtedness to the City..... 43

(j) Non-Suspension; Debarment 43

(k) Prohibiting Religious Activities..... 43

(l) Non-Lobbying Certification..... 44

4.2 Notice of Change 44

ARTICLE V: SERVICE REQUIREMENTS 45

5.1 Scope of Services..... 45

5.2 Placement and Referral Process..... 45

(a) Eligibility for Services 45

(b) Referral Process 45

(c) Residential Treatment Facility Placement 46

(d) Emergency Shelter Placement 46

(e) Availability of Placement Providers 46

(f) Information Sharing Following Acceptance for Placement..... 46

(g) Information Sharing in Emergency Out-of-Home Placement Cases 46

(h) Collaborative Planning..... 47

(i) Clothing..... 47

(j) Life skills training for children in placement..... 47

5.3 Medical and Dental Costs 48

(a) Responsibility for Payment..... 48

(b) Medical Assistance 48

(c) Limits of the City's Responsibility..... 48

(d) Elective Services..... 49

5.4 Change in Laws..... 49

5.5 Right of Review and Rejection..... 49

ARTICLE VI: COMPENSATION 49

6.1 Requisite Documents 49

6.2 Certification of Available Funds 49

6.3 Unavailability of Funds 49

6.4 Crossing Fiscal Years 50

6.5 Allowability of Cost Items 50

6.6 Advances 50

6.7 Income From Contract Funds 51

6.8 Monitoring of Fund Utilization 51

6.9 Maximum Daily Rate, Days of Care or Units of Service (or combination thereof) 51

6.10 Total Actual Cost 51

6.11 Excess Compensation 52

6.12 Unpaid Amounts 52

6.13 Invoices 52

6.14 Golden Parachute Agreements 53

6.15 Indirect Rate Requests 53

6.16 Timely Payment From Pennsylvania State Funds 53

ARTICLE VII: AUDITS; INSPECTION RIGHTS; RECORDS 53

7.1 City Audit 53

7.2 Inspection 54

7.3 Availability of Records 54

7.4 Retention of Records 54

7.5 Independent Audit 54

7.6 Compliance Audit Reports 57

7.7 Program Records; Reporting Costs 57

(a) Reports Concerning Provider’s Costs 57

(b) Purchase Category 58

(c) Unallowable Costs; Third Party Funds 58

7.8 Audits Pursuant to Section 6-400 of the Home Rule Charter 59

ARTICLE VIII: ASSIGNMENT 59

8.1 Assignment By Provider 59

8.2 Applicability in Case of Bankruptcy or Insolvency 59

8.3 Personal Services 60

ARTICLE IX: INDEPENDENT CONTRACTOR; INDEMNIFICATION; LITIGATION

COOPERATION 60

9.1 Independent Contractor 60

9.2 Indemnification 60

9.3 Litigation Cooperation 60

9.4 Notice of Claims 60

ARTICLE X: INSURANCE 61

10.1 Insurance 61

(a) Workers' Compensation and Employers' Liability 61

(b) General Liability Insurance 61

(c) Automobile Liability Insurance 62

(d) Professional Liability Insurance 62

10.2 Self-Insurance 62

10.3 Evidence of Insurance Coverage 63

10.4 Fidelity Bond 64

ARTICLE XI: OWNERSHIP OF MATERIALS; PROPRIETARY INFORMATION;
CONFIDENTIALITY 64

11.1 City Data 64

11.2 Ownership of Materials..... 64

11.3 Non-Disclosure and Destruction of Data 66

ARTICLE XII: EVENTS OF DEFAULT 66

12.1 Events of Default 66

12.2 Notice and Cure 67

ARTICLE XIII: REMEDIES 67

13.1 The City’s Remedies 67

13.2 Concurrent Pursuit of Remedies; No Waiver 69

ARTICLE XIV: TRANSITION, TERMINATION AND SUSPENSION 69

14.1 Transition 69

14.2 Termination or Suspension 69

14.3 Provider Responsibilities Upon Transition, Termination or Suspension..... 69

14.4 Payment of Provider upon Transition, Termination or Suspension..... 70

14.5 Special Suspension Rules 71

ARTICLE XV: ADDITIONAL REPRESENTATIONS AND COVENANTS OF PROVIDER
RELATING TO CERTAIN APPLICABLE LAWS 71

15.1 Non-Discrimination; Fair Practices 71

15.2 Chapter 17-400 of the Philadelphia Code: Exclusionary Private Organizations 72

15.3 Executive Order 03-12: Minority, Woman and Disabled Business Enterprise
Participation 72

15.4 Federal Laws 75

15.5 Americans With Disabilities Act 75

15.6 Northern Ireland..... 76

15.7 Limited English Proficiency 76

15.8 Business, Corporate and Slavery Era Insurance Disclosure 77

15.9 Protected Health Information..... 77

15.10 Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum
Wage and Benefits Standard 78

15.11 Chapter 17-1400 of the Philadelphia Code: Contributions and Other Mandatory
Disclosures..... 81

15.12 Executive Order 10-16: Gifts..... 84

15.13 Chapter 17-1900 of the Philadelphia Code: Equal Benefits Ordinance 85

ARTICLE XVI: MISCELLANEOUS 86

16.1 Governing Law 86

16.2 Amendments; Waiver 86

16.3 Integration 86

16.4 No Joint Venture 86

16.5 No Third Party Beneficiaries 86

16.6 Counterparts..... 87

16.7 Severability and Partial Invalidity 87

16.8 Survival 87

16.9 Determination of Disputes 87

16.10 Interpretation; Order of Precedence 87

16.11	Headings	87
16.12	Statutory and other Citations	88
16.13	Days	88
16.14	Forum Selection Clause; Consent to Jurisdiction	88
16.15	Waiver of Jury Trial	88
16.16	Notices	88
16.17	E-signatures.....	89
(a)	Technology Changes.....	89
(b)	Electronic Submissions.....	89
(c)	Breach	89

The City of Philadelphia
Professional Services Contract
Department of Human Services
General Provisions

GENERAL PROVISIONS

ARTICLE I: DEFINITIONS

- 1.1 **ADA.** “ADA” shall have the meaning set forth in Section 15.5 (Americans with Disabilities Act) below.
- 1.2 **Additional Services and Materials.** “Additional Services and Materials” shall have the meaning set forth in Section 3.3 (Additional Services and Materials; Change in Scope of Services) below.
- 1.3 **Additional Term, Additional Terms.** “Additional Term” and “Additional Terms” shall have the meanings set forth in Section 2.2 (Additional Terms) below.
- 1.4 **Agency.** “Agency” shall have the meaning set forth in Section 7.8 (Audits Pursuant to Section 6-400 of the Home Rule Charter) below.
- 1.5 **Aggregate Actual Cost.** “Aggregate Actual Cost” means the sum of all Total Actual Costs incurred by Provider in provision of the Services.
- 1.6 **Appropriated Fiscal Year.** “Appropriated Fiscal Year” shall have the meaning set forth in Section 6.4 (Crossing Fiscal Years) below.
- 1.7 **Amendment.** “Amendment” means (a) a written modification or change to any Contract Document signed by both Parties, and (b) a Modification Notice (see Section 6.9 Maximum Daily Rate, Days of Care or Units of Service (or combination thereof) below).
- 1.8 **Applicable Law.** “Applicable Law” means all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth and the United States of America. Applicable Law includes, without limitation, the Philadelphia Home Rule Charter, the Philadelphia Code, the Pennsylvania Code, and the specific laws set forth in Article XV (Additional Covenants of Provider Relating to Certain Applicable Laws) below, each as amended from time to time.
- 1.9 **Applicant.** “Applicant” has the meaning as set forth in Subsection 17-1401(1) of The Philadelphia Code, as it may be amended from time to time. As of June 2012, that definition was “[a] Person who has filed an application to be awarded a Non-Competitively Bid Contract.”
- 1.10 **CBES.** “CBES” means Community Based Emergency Shelter, an emergency placement facility for delinquent or alleged delinquent youth.

- 1.11 **Certification of Restrictions on Lobbying.** “Certification of Restrictions on Lobbying,” if required in the Provider Agreement, means a certificate in the form attached to the Provider Agreement.
- 1.12 **City.** The “City” means The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, and includes its various executive and administrative departments, agencies, boards and commissions, including the Department, and its legislature, City Council (defined below). The City is a City of the First Class under the laws of the Commonwealth of Pennsylvania.
- 1.13 **City Agency.** “City Agency” has the meaning as set forth in Subsection 17-1401(5) of The Philadelphia Code, as it may be amended from time to time. As of June 2012, that definition was “[a]ny office, department, board, commission or other agency of the City of Philadelphia.”
- 1.14 **City Council.** “City Council” means the Council of The City of Philadelphia, as described in Article II of the Philadelphia Home Rule Charter, as it may be amended from time to time. City Council is the legislature of the City.
- 1.15 **City-Related Agency.** “City-Related Agency” has the meaning set forth in Subsection 17-1401(9) of The Philadelphia Code, as it may be amended from time to time. As of June 2012, that definition was “[a]ll authorities and quasi-public corporations which either: receive appropriations from the City, have entered into continuing contractual or cooperative relationships with the City, or operate under legal authority granted to them by City ordinance.”
- 1.16 **Code.** The “Code” unless otherwise specified shall mean the Philadelphia Code, as it may be amended from time to time.
- 1.17 **Commissioner.** “Commissioner” means the Commissioner of the Department of Human Services of the City.
- 1.18 **Commonwealth.** “Commonwealth” means the Commonwealth of Pennsylvania.
- 1.19 **Community Behavioral Health.** “Community Behavioral Health” or “CBH” means Community Behavioral Health, a Pennsylvania nonprofit corporation incorporated for the purpose of helping to ensure that Philadelphians with mental health and substance abuse needs receive the most appropriate and effective treatment in the least restrictive and most cost effective setting.
- 1.20 **Consultant.** “Consultant” has the meaning as set forth in Subsection 17-1401(6) of The Philadelphia Code, as it may be amended from time to time. As of June 2012, that definition was “[a]ny Person used by Provider to assist in obtaining a Non-Competitively Bid Contract through direct or indirect communication by such Person with any City Agency or any City officer or employee, if the communication is undertaken by such Person in exchange for, or with the understanding of receiving, payment from Provider or any other Person; provided, however, that “Consultant” shall not include a full-time employee of Provider.”

- 1.21 **Contract.** The “Contract” means the agreement of the Parties evidenced by the Contract Documents. References to this “Contract” shall mean this Contract as the same may be in effect at the time such reference becomes operative.
- 1.22 **Contract Cost Principles.** The “Contract Cost Principles” means the “City of Philadelphia Contract Cost Principles and Guidelines,” as it may be amended from time to time, which specifies the Department’s guidelines for the qualitative and quantitative evaluation of contract services and materials, the determination of allowable costs, and the standards to determine the allowability of individual cost items. (Copies are available from the Department upon request.)
- 1.23 **Contract Documents.** The “Contract Documents” means these General Provisions, the Provider Agreement, the Limited License Agreement for the Cross Agency Response for Effective Services (CARES) (where applicable) and any and all other documents or exhibits incorporated by reference in either the General Provisions or the Provider Agreement, and any and all Amendments to any of these documents.
- 1.24 **Contributions.** “Contributions” shall have the meaning set forth in the Pennsylvania Election Code, 25 P.S. Section 3241.
- 1.25 **Community Umbrella Agency.** “Community Umbrella Agency” or “CUA” means an agency located in a defined geographic area that provides a continuum of services to children and youth at risk of abuse, neglect, or delinquency, as further described in the Scope of Services.
- 1.26 **CRU.** “CRU” means Central Referral Unit.
- 1.27 **CWO.** “CWO” means Child Welfare Operations of the Department. CWO was formerly known as the Children and Youth Division (“CYD”).
- 1.28 **CYD Policy Manual.** “CYD Policy Manual” (formerly the Operations Manual) means the document and its revisions which contains all the policies of the Department’s Child Welfare Operations.
- 1.29 **Department.** The “Department” or “DHS” means the Department of Human Services of the City.
- 1.30 **Departmental and Administrative Policy Directives.** “Departmental and Administrative Policy Directives” means those policy or procedural directives regarding programs and operations of the various divisions of the Department that are issued to Providers by the Commissioner or the Commissioner’s designee which may include, but is not limited to, Deputy Commissioners, Policy and Planning, and Provider Relations and Evaluations of Programs (PREP). .
- 1.31 **Discharge Plan.** “Discharge Plan” means the document submitted by Provider to the Department upon discharge of a child from Provider’s agency. The Discharge Plan outlines the Services Provider has provided to the child and the child’s family, the effectiveness of those Services, and any additional services recommended by Provider.

- 1.32 **Discharge Summary.** “Discharge Summary” means a description of the Services provided to a child and the child’s family by Provider, and a statement of the reasons for the child’s discharge.
- 1.33 **EPSDT.** “EPSDT” means Early and Periodic Screening, Diagnosis and Treatment, a Pennsylvania Medical Assistance program initiative providing medical services to children aged 0-21 years.
- 1.34 **Event of Default.** “Event of Default” means those events defined and identified in Section 12.1 (Events of Default) of these General Provisions.
- 1.35 **Event of Insolvency.** “Event of Insolvency” means (a) the filing of a voluntary petition by Provider under the Federal Bankruptcy Code or any similar state or federal law; or (b) the filing of an involuntary petition against Provider under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; or (c) Provider’s making of an assignment for the benefit of creditors; or (d) the appointment of a receiver for Provider or for the property or assets of Provider, if such appointment is not vacated within forty-five (45) days thereafter; or (e) any other proceeding under any bankruptcy or insolvency law or liquidation law, voluntary or otherwise; or (f) Provider’s inability to pay its obligations as they mature; or (g) Provider’s insolvency as otherwise defined under any Applicable Law.
- 1.36 **Exhaustion of Capacity.** “Exhaustion of capacity” means the utilization of all of the Service capacity (whether beds in the case of out-of-home placement, or units or slots of Service in the case of non-placement), of Provider.
- 1.37 **Family Court.** “Family Court” means that judicial division of the Court of Common Pleas for Philadelphia County with original jurisdiction over all matters pertaining to dependent and delinquent children.
- 1.38 **Financial Assistance.** “Financial Assistance” has the meaning set forth in Section 17-1401(16) of The Philadelphia Code, as it may be amended from time to time. As of June 2012, that definition was “[a]ny grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a Person in the amount of fifty thousand dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone Opportunity Improvement Zones, and Economic Development District Zones), but not including any assistance to which a Person is entitled under a law enacted before the Person applied for or requested such assistance.”
- 1.39 **Fiscal Year.** “Fiscal Year” means the fiscal year of the City, which commences on July 1 of each calendar year and expires on June 30 of the next succeeding calendar year.

- 1.40 **Form Authorizations.** “Form Authorizations” means the “CRU Fax Cover Transmittal Sheet for Referral and Service Authorization” and “DHS After-Hours Fax Cover Transmittal Sheet for Referral and Service Authorization.” The authorization forms will provide the Provider with the required documentation of proof or authorization to provide services to a child prior to accepting the child for service. Once the Fax Sheet has been received, Provider cannot make further requests for this form or for a Form 85-29 printout.
- 1.41 **FSP.** “FSP” means Family Service Plan, the document prepared by the Department which outlines those Services required for the family of the child or children committed to, or under the supervision of, the Department.
- 1.42 **Functional Expenditure Report.** “Functional Expenditure Report” means a report required by Subrecipient Audit Guide.
- 1.43 **General Provisions.** “General Provisions” means these “The City of Philadelphia Professional Services Contract General Provisions for Department of Human Service Contracts,” which contains the standard provisions required by the City in its professional services contracts for the Department of Human Services, and any exhibits identified in these General Provisions.
- 1.44 **HealthChoices.** “HealthChoices” means the program operating under a waiver from the Centers for Medicare and Medicaid Services (formerly Health Care Financing Administration) pursuant to Section 1915(b) of the Social Security Act, 42 U.S.C. 1396(n), to provide mandatory managed health care to Medical Assistance recipients in Bucks, Chester, Delaware, Montgomery and Philadelphia Counties.
- 1.45 **Improving Outcomes for Children.** “Improving Outcomes for Children” or “IOC” means the City’s multi-year reform plan to create a single case management system with distinct and well-defined roles for both DHS and Provider agencies.
- 1.46 **Independent Audit Report.** “Independent Audit Report” means a report prepared by a Certified Public Accountant who, pursuant to AICPA Professional Standards, is not (a) a member of the board of Provider, (b) an officer or employee of Provider, or (c) a partner, director, officer or employee of a partnership, corporation or association who is a member of the board of Provider, or a director, officer or employee of Provider.
- 1.47 **Initial Term.** “Initial Term” shall have the meaning set forth in Section 2.1 (Initial Term) below.
- 1.48 **Intent to Adopt.** “Intent to Adopt” means that report which is required by the Adoption Act (23 Pa. C.S. § 2531), to be filed with the Court of Common Pleas by the person or persons intending to adopt a child, confirming said person or persons' intent to adopt.
- 1.49 **Interpretation; Number, Gender.** The words “herein” “hereof” and “hereunder” and other words of similar import refer to this Contract as a whole, including the all of the Contract Documents, and not to any particular article, section, subsection or clause contained in the Contract Documents. Whenever the

context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neutral genders.

- 1.50 **ISP.** “ISP” means the Individual Service Plan, that document prepared by Provider in accordance with the FSP, which identifies the specific Services Provider will render to the child and the child’s family.
- 1.51 **JPO.** “JPO” means the Juvenile Probation Officer.
- 1.52 **Materials.** “Materials” means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics, and other data, computer tapes, computer software, and other tangible work product or materials prepared or developed by Provider in connection with the Services, or for Provider by a Subcontractor in connection with the Services, and supplied to the City by Provider or its Subcontractor pursuant to this Contract.
- 1.53 **Medical Assistance.** “Medical Assistance” or “MA” means that program authorized under Article IV(f) of the Public Welfare Code, which is administered in accordance with Title XIX of the Social Security Act (42 U.S.C. §1396), and the regulations from time to time promulgated thereunder, to provide for specific medically necessary medical services and items furnished to eligible recipients by approved providers enrolled in the program.
- 1.54 **Mental Health Procedures Act.** “Mental Health Procedures Act” means the law, codified at 50 P.S. §§7101-7503, as it may be amended from time to time, which governs the procedures for voluntary and involuntary mental health treatment in the Commonwealth of Pennsylvania.
- 1.55 **Modification Notice.** “Modification Notice” means written notice from the City to Provider that informs Provider of the City’s intent to modify the maximum daily rate, number of days of care or units of Services under this Contract. The Modification Notice operates as an amendment to this Contract.
- 1.56 **Non-Competitively Bid Contract.** “Non-Competitively Bid Contract” has the meaning set forth in Section 17-1401(12) of The Philadelphia Code, as it may be amended from time to time. As of June 2012, that definition was “[a] contract for the purchase of goods or services to which the City or a City Agency is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of the Charter, including, but not limited to, a Professional Services Contract, and any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).”
- 1.57 **Out-of-Home Placement.** “Out-of-Home Placement” means those Services that involve placement of a child outside of the child’s home, including, without limitation, placement in a foster care home, a group home, a residential treatment facility, or any similar placement setting.
- 1.58 **PA DHS.** “PA DHS” means the Commonwealth Department of Human Services.

- 1.59 **Party; Parties.** A “Party” means either the City or Provider; the “Parties” means the City and Provider.
- 1.60 **PBC.** “PBC” or “Performance Based Contract” means a contract model that incentivizes performance and ties Provider’s payment and contract renewal to performance outcomes.
- 1.61 **Person.** “Person” means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized by law.
- 1.62 **Placement Amendment.** “Placement Amendment” means that document which is a part of the FSP, and which identifies those Services that are required for a child who is placed outside of his or her home.
- 1.63 **Policy Transmittals and Guides.** “Policy Transmittals and Guides” means those notifications to Providers of changes in Departmental policies or procedures in the of the Department that are issued on an interim or emergency basis.
- 1.64 **Professional Services Contract.** “Professional Services Contract” has the meaning set forth in Section 17-1401(15) of The Philadelphia Code, as it may be amended from time to time. As of June 2012, that definition was “[a] contract to which the City or a City Agency is a party that is not subject to the lowest competitive bidding requirements of Section 8-200 of the Charter because it involves the rendition of professional services, including any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).”
- 1.65 **Provider.** “Provider” means the Person providing Services and Materials to the City as defined in the heading of the Provider Agreement.
- 1.66 **Provider Agreement.** The “Provider Agreement” means the instrument, part of the Contract Documents, which sets forth the terms, covenants and conditions specific to Provider's engagement by the City to provide the Services and Materials under this Contract.
- 1.67 **Provisional.** “Provisional” means conditional, pending confirmation or validation.
- 1.68 **Referring Agency.** “Referring Agency” means the Department.
- 1.69 **Responsible Official.** The “Responsible Official” means the director, commissioner or other head of the Department.
- 1.70 **Santiago Consent Decree.** “Santiago Consent Decree” means the Third Amended Stipulation and Order, dated January 21, 1988, amending Santiago, et al. v. City of Philadelphia et al. (C.A. No. 74-2589, E.D. Pa.), a consent decree, and requiring the Department to maintain the population at the Philadelphia Juvenile Justice Services Center at a maximum of one hundred five (105) youth.
- 1.71 **Scope of Services.** “Scope of Services” means the document(s) incorporated by reference and/or the document(s) attached as an exhibit (or as exhibits) to the

Provider Agreement, which set(s) forth the Services to be rendered and Materials to be provided under this Contract, the time frames within which the Services are to be rendered and the Materials are to be provided, and other certain requirements Provider must satisfy in rendering the Services and providing the Materials.

- 1.72 **Services.** “Services” means the work to be performed under this Contract as specified in the Provider Agreement.
- 1.73 **Single Case Plan.** “Single Case Plan” means a coordinated plan developed as set forth in the Scope of Services, as it may be modified and revised from time to time.
- 1.74 **Subcontract.** “Subcontract” means a contract made between Provider and a Subcontractor providing for the completion of some part or parts of the Services or Materials by a Subcontractor.
- 1.75 **Subcontractor.** “Subcontractor” means a Person performing under a contract with Provider some part of the Services or Materials. It includes a Person performing some part of the Services or Materials under contract with another Subcontractor at any tier.
- 1.76 **Subrecipient Audit Guide.** “Subrecipient Audit Guide” means the document entitled City of Philadelphia Subrecipient Audit Guide, which specifies the City’s audit requirements, as amended from time to time. (Copies are available in the Office of the Director of Finance of the City.)
- 1.77 **Suspension Notice.** “Suspension Notice” means a written notice from the City to Provider pursuant to Section 14.2 (Termination or Suspension) below suspending Provider’s performance under this Contract.
- 1.78 **Suspension Period.** “Suspension Period” means the period designated by the City in a Suspension Notice during which the City has suspended Provider’s performance under this Contract.
- 1.79 **SWAN.** “SWAN” means the State Wide Adoption Network, a state wide adoption system which is administered by the Pennsylvania Council of Childrens’ Services under contract with PA DHS.
- 1.80 **Term.** “Term” has the meaning set forth in Section 2.1 (Initial Term) of the Provider Agreement.
- 1.81 **Termination Notice.** “Termination Notice” means a written notice from the City to Provider terminating this Contract.
- 1.82 **Transition.** “Transition” means the planned progression and transfer of Services and Materials from Provider’s Contract to either another provider or another contract with the same Provider.
- 1.83 **Transition Notice.** “Transition Notice” means means a written notice from the City to Provider evidencing the City’s intent to transition the Services and Materials to be provided under this Contract to another.

- 1.84 **Total Actual Cost.** “Total Actual Cost” means the sum of all allowable expenses incurred by Provider in the provision of a particular Service under the Contract.
- 1.85 **Vacancy.** “Vacancy” means the existence of an available bed in a placement program, or an available service unit or slot in a non-placement program.

ARTICLE II: TERM

- 2.1 **Initial Term.** The initial term (“Initial Term”) of this Contract is set forth in the Provider Agreement. In no event shall the Initial Term exceed one (1) year.
- 2.2 **Additional Terms.** The City may, at its sole option, amend this Contract to add on an annual basis up to three (3) successive one (1) year terms (“Additional Terms”), unless any shorter term (or terms) is specified in the Provider Agreement. Unless otherwise stated in the Provider Agreement, the same terms and conditions applicable in the Initial Term shall be applicable in the Additional Term(s). The City shall give Provider thirty (30) days written notice of its intent to amend this Contract to add an Additional Term prior to each annual Additional Term. Each Additional Term shall be subject to appropriation of funds by City Council for such Additional Term. There shall be no liability or penalty to the City for electing not to amend the term of this Contract to add Additional Terms. Each Additional Term of this Contract shall be deemed to constitute a separate contract, whose term shall not exceed one (1) year.

ARTICLE III: PROVIDER’S DUTIES AND COVENANTS

- 3.1 **Performance Requirements.** Provider shall provide all Services and Materials in accordance with this Contract and applicable professional standards. All payments to Provider are contingent upon satisfactory performance of the terms and conditions set forth in this Contract, as determined by the Commissioner in his or her sole discretion.
- 3.2 **Compliance with Applicable Law.** Provider shall comply with the requirements of all Applicable Law with respect to Provider’s activities, Services, Materials and facilities used in connection with any aspect of this Contract, whether or not such Applicable Law is specifically identified by name in this Contract. Provider shall inform the Commissioner, in writing, of any notices of violations of any Applicable Law within forty-eight (48) hours of Provider’s receipt thereof, and shall correct any violations within the time prescribed by law, or immediately in the case of any emergency. In the case of out-of-state placements, the regulations of the licensing state and municipality, if any, shall apply except when such regulations are in conflict with PA DHS or City policies governing the

maintenance and care of children in its custody, in which case the more stringent standard shall apply.

(a) **Title IV(e) of the Social Security Act (“Title IV(e)”) and Adoption and Safe Families Act (“ASFA”) Compliance.** In compliance with the requirements of Title IV(e), ASFA, and corresponding Commonwealth of Pennsylvania law, Provider agrees to do the following:

- (1) Assure and document the safety of each child for every face to face contact.
- (2) If unsafe conditions exist, notify the Department of Human Services, immediately, and document the steps taken to remedy the unsafe conditions.
- (3) Provide timely outreach and services to families in accordance with the Family Service Plan.
- (4) Utilize a concurrent planning process while other possible permanent alternatives, including a primary goal of reunification, are being explored.
- (5) Document reasonable efforts exercised by Provider to accomplish the Family Service Plan goals and objectives.
- (6) Document and notify the Department when the parent(s) fail(s) to maintain substantial and continuing contact with their children.
- (7) Document and notify the Department, when there exists, or Provider believes there exists, compelling reasons not to file a petition to terminate parental rights of a child who has been in placement fifteen (15) of the previous twenty-two (22) months.
- (8) Document and notify the Department, when there exists, or Provider believes there exists, aggravated circumstances (as defined by the the Juvenile Act, 42 Pa.C.S.A. 6301 et seq.).

(b) **Compliance with Title VI of the Civil Rights Act of 1964.** The Department, as a recipient of federal funding from the federal Department of Health and Human Services, is bound by Title VI of the 1964 Civil Rights Act and its implementing regulations to take reasonable steps to provide meaningful access to its programs and activities by its language minority populations. In keeping with this mandate, the Mayor of Philadelphia has issued Executive Order “Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency” dated September 29, 2001 requiring that reasonable steps be taken to ensure that all citizens of the City of Philadelphia have access to programs and activities without regard to English proficiency.

Provider agrees to cooperate fully with the Department in its efforts to achieve full compliance with this mandate. Provider will assess the level of services provided to clients with limited English proficiency, report those findings to the Department within the timeframe and in the format requested; and, to take any additional actions that may be requested by the Department from time to time to ensure compliance with Title VI.

- (c) **Compliance with the Prison Rape Elimination Act of 2003 (PREA) PL 108-79, 42 U.S.C. Chapter 147 §§15601--15609.** Provider agrees that if it is providing services to delinquent children, children held pursuant to a delinquent petition, or services relating to the confinement of children in any way then the Provider shall be obligated to comply with the Prison Rape Elimination Act of 2003 and all related standards as they may be amended from time to time.
- (d) **Fostering Connections To Success and Increasing Adoption Act of 2008.** Provider shall collect and provide appropriate documentation at a minimum of every six (6) months that all youth turning eighteen (18) years old are notified of the right to remain in care or re-enter care until twenty-one (21) years old if they continue to meet the definition of "child" under the Juvenile Act and the court grants their request.
- (e) **Activities and Experiences for Children in Out-of-Home Placements Act of 2015.** Provider shall comply will all requirements of the Activities and Experiences for Children in Out-of-Home Placements Act, including, without limitation, the reasonable and prudent parent standard established by the Act and all policies and regulations established by PA-DHS related to the Act.
 - (1) If Provider operates an Out-of-Home placement setting other than a resource family home, such as: a group home, shelter, RTF, institutional care facility, or other similar placement setting, then Provider shall designate an individual to provide decision-making authority under the reasonable and prudent parent standard for children residing in Provider's care in accordance with staffing and supervision requirements applicable to the placement setting. The individual designated shall consult with all appropriate DHS, CUA, and Provider caseworkers or staff members who are most familiar with the child in applying and using the standard.
 - (2) If Provider operates resource family homes, such as: foster homes, kinship homes, or other similar placement settings, then Provider shall provide training and monitoring of the resource families

regarding the application and use of the reasonable and prudent parent standard.

- (3) Consistent with Section 3.5 of this contract below, Provider shall require these same provisions in each of its Subcontracts for Out-of-Home placement services, with appropriate substitution of party identities.

3.3 **Additional Services and Materials; Change in Scope of Services.** Except as set forth in Section 6.8 (Monitoring of Fund Utilization) below, at any time during the Term of this Contract, the City may, by written change order or request delivered by notice to Provider, make changes to the Scope of Services under this Contract, and the Parties will, if appropriate, negotiate an adjustment in compensation if necessary, subject to appropriation of funds by City Council. Provider shall not commence to perform or provide, and the City shall not pay for, any services or materials not included in this Contract (the "Additional Services and Materials") unless and until Provider receives written pre-authorization (by change order or other request) from the Commissioner that specifies the Additional Services and Materials to be provided. In no event shall the rates charged by Provider for said Additional Services and Materials exceed the lowest of (a) Provider's then current standard rates for such Services or Materials, (b) such rates as the City and Provider may have negotiated for this Contract, as set forth in the Provider Agreement, or (c) the lowest rate or rates that Provider may then be charging to other purchasers of like Services and Materials. If Provider requests changes to the Scope of Services, Provider must demonstrate to the satisfaction of the City, in its sole discretion, that the changes are necessary and not due to the acts or omissions of Provider. The City shall pay Provider additional compensation above the limit set forth in the Provider Agreement only if and when an Amendment to this Contract is duly executed by the Parties. The City shall have no responsibility or liability whatsoever for any fee, or for costs incurred by Provider for any services, materials or other costs or expenses, other than the Services and Materials and any duly approved Additional Services and Materials.

3.4 **Responsibility.**

- (a) Notwithstanding the acceptance and approval by the City of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this Contract. Provider shall, without additional compensation, promptly and diligently correct any errors, defects, deficiencies or omissions in Provider's Materials and Services.

(1) Plan of Correction. This section applies to Providers who have been or who may be requested to submit a Plan of Correction (POC) to DHS regarding performance concerns. Provider acknowledges that DHS, by requesting a POC, does not resolve or waive the issues raised by DHS under any other notices and other communications and that under the Contract (and as it may be amended from time to time) Provider remains under the duty to explain and rectify any matters that have been or may be raised by DHS or its designee.

Provider agrees that the final accepted POC (and if applicable, any DHS addendum to POC) is incorporated by reference to the contract. By signing contract, Provider agrees to be bound by the additional terms and conditions of the POC submitted by Provider and any addendum submitted by DHS. Failure to submit or comply with the terms of the POC shall constitute an Event of Default as prescribed in Section 12.1(a) and (c), permitting DHS to exercise the remedies available in Section 13.1, including but not limited to, termination of the Contract.

By entering into a contract with Provider while requesting a POC, DHS reserves and does not waive its rights to enact Section 3.1 Performance Requirements, to rely on Section 3.4(b) Responsibility and/or or to invoke Article XIV: Transition, Termination and Suspension of the General Provisions for any of the reasons provided nor does it waive any remedies available under Article XIII: Remedies.

- (b) Furthermore, by entering into a contract with DHS and/or continued performance under this contract while submitting a POC, Provider maintains its obligation to comply with all of the provisions of Article III: Provider's Duties and Covenants of the General Provisions. The City's review, approval or acceptance of, or payment for, any of the Materials and Services required under this Contract shall not constitute any representation, warranty or guaranty by the City as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the City's rights or privileges under this Contract or of any cause of action arising out of the performance of this Contract. No Person shall have any right to rely in any way on the City's review, approval or acceptance of Provider's Services or Materials. Provider shall be and remain liable in accordance with this Contract and Applicable Law for all damages to the City caused by Provider or the Services or Materials provided by Provider. Review, approval or acceptance by the City or the Commissioner under this Contract shall not constitute or be construed to constitute approval otherwise required by any City department, board, commission, or other regulatory agency in the exercise of such department's, board's, commission's or agency's independent regulatory authority or police powers under Applicable Law.

- (c) Without limiting Provider's responsibility as set forth above, if any act or omission of Provider or error or deficiency or omission in the Services or Materials provided by Provider requires any change in the Scope of Services or any portion thereof, Provider shall promptly complete such change at no additional cost to the City.
- (d) **CUA Case Management.** For a Provider whose Services include Out-of-Home Placement of any child, insomuch as case management services are provided by a CUA under contract with DHS or according to Applicable Law, the Provider must abide by the respective CUA's policies and procedures, and cooperate with, assist, and take direction from the respective CUA in the performance of Provider's Services under this Contract.

3.5 **Subcontracts.**

- (a) Provider shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, in whole or in part, without on each occasion first obtaining the written consent of the Commissioner or a designee.
- (b) Provider shall submit to the Commissioner or her designee copies of all proposed Subcontract(s) to be entered into by Provider, along with Provider's written request for the City's consent. All such Subcontracts must specify that:
 - (1) work performed by Subcontractor shall be in conformity with the terms of this Contract;
 - (2) nothing contained in such Subcontract shall be construed to impair the rights of the City under this Contract;
 - (3) the City's consent to or approval of any Subcontract shall not create any obligation of the City to any Subcontractor;
 - (4) nothing contained in such Subcontract, or under this Contract, shall create any obligation of the City to any Subcontractor;
 - (5) the City shall be expressly designated a third party beneficiary of the Subcontract;
 - (6) upon request by the City (at the City's sole option) and upon receipt of written notice from the City stating that this Contract between the City and Provider has been terminated, Subcontractor agrees that it will continue to perform its obligations under the Subcontract for the benefit of the City in conformity with the terms and conditions of this Contract, provided the City pays Subcontractor for the Services rendered and Materials provided by Subcontractor from and after the date of the termination of this Contract between the City and Provider at the same rate or in the same amount as set forth in the Subcontract for those Services and Materials provided by Subcontractor after such date of termination;

- (7) Under each Subcontract, the Subcontractor, at any tier, shall be bound by the same terms, covenants and conditions as Provider under this Contract, including without limitation: Confidentiality, Availability and Retention of Records, Inspection, all audit requirements, Independent Audits, Compliance Audit Reports, audits and inspection by government representatives, Placement and Referral Process requirements, Insurance, Indemnification, and Litigation Cooperation requirements. Any item required to be submitted to the City under this section shall be submitted to the City directly, with a copy to the Provider, unless otherwise directed by the Commissioner or their designee in writing;
- (8) Under each Subcontract, the Subcontractor shall be subject to quality assurance, fiscal and performance reviews which include site evaluations and inspection of records, that will be directed at compliance of state and federal law and regulations, including but not limited to Title IV-E of the Social Security Act, Temporary Assistance for Needy Families (TANF), the Public Welfare Code (including Act 148), the Child Protective Services Law, and compliance of the requirements under this Contract;
- (9) Subcontractor shall, effective on the date of the Subcontract, presently, fully and unconditionally assign, transfer and set over to the City all of Subcontractor's right, title and interest in and to any sales and/or use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the Subcontract or this Contract, and Subcontractor shall covenant and agree that, (i) other than as directed by the City, it will not file a claim for refund for any sales or use tax which is the subject of this assignment; and (ii) the City, in its own name or in the name of Subcontractor, may file a claim for a refund of any sales or use tax covered by this assignment;
- (10) Subcontractor shall not be indebted to the City. To satisfy this requirement, Provider shall include the requirement of subsection 4.1(f) (No Indebtedness to the City) below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract;
- (11) Subcontractor shall comply with Chapter 17-400 of The Philadelphia Code. To satisfy this requirement, Provider shall include the requirements of Subsection 15.2(a) (The Philadelphia Code, Chapter 17-400) below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract);
- (12) Subcontractor shall comply with Section 17-104 of The Philadelphia Code. To satisfy this requirement, Provider shall include the requirements of Subsection 15.2(b) (The Philadelphia

- Code, Section 17-104) below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract; and
- (13) Subcontractor is not and shall not become suspended or debarred by the Commonwealth, any other state or the federal government throughout the term of the Subcontract.
 - (14) Subcontractor shall comply with Chapter 17-1300 of the Code to the extent it is applicable to a Subcontractor that is also a Service Contractor (as defined in Chapter 17-1300) providing Services under the Subcontract, and to Subcontractors at any tier that are also Service Contractors providing Services under this Contract. To satisfy these requirements, Provider shall notify its Subcontractors of these provisions; shall incorporate this paragraph and Section 15.10 below, with appropriate adjustments for the identity of the parties, in each Subcontract; and shall require its Subcontractors to include such terms in any lower-tier Subcontract that is, or may become, covered by Chapter 17-1300.
- (c) No permitted Subcontract shall relieve Provider of any obligation under this Contract. Provider shall be as fully responsible for the acts and omissions of its Subcontractors and Persons either directly or indirectly employed or retained by them as it is for the acts and omissions of Provider and Persons directly or indirectly employed or retained by Provider.
 - (d) Any purported Subcontract made in violation of this Section or of any other Section in this Contract shall be null and voidable.
 - (e) City-Related Agencies.
 - (1) If Provider is a City-Related Agency, Provider shall abide by the provisions of Chapter 17-1400 of The Philadelphia Code in awarding any contract(s) pursuant to this Contract as though such contracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Section 17-1406(8) of The Philadelphia Code shall apply to Provider as if Provider were listed in that subsection.
 - (2) Unless approved by the City to the contrary, any approvals required by Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed on behalf of a City-Related Agency by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed on behalf of a City-Related Agency by its Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed on behalf of a City-Related Agency by its Executive Director. Any notices required to be sent under Chapter 17-1400 to designated City officials, shall be sent in electronic form to

those designated City officials.

- (f) Provider shall submit to the Commissioner or her designee final copies of all executed Subcontracts entered into by Provider.

3.6 Conflict of Interest; Related Party Transactions.

- (a) Provider shall adhere to Department policy and to 55 Pa. Code §3680.63, as it may be amended from time to time, regarding conflicts of interest and related party transactions. Without limitation of the foregoing, related party transactions shall also include any transactions involving any direct or indirect financial interest of Provider's board members, executive personnel, or their immediate families.
- (b) Provider shall furnish the Department with copies of all documents submitted to PA DHS for the purpose of securing a prior written determination pursuant to §3680.63, including a copy of the written determination.
- (c) Provider shall disclose all related party transactions in its annual fiscal report to the City.

3.7 Relationship with the City or Family Court.

- (a) Neither Provider's personnel nor any Subcontractor personnel shall be employees of the City, employees of the Family Court, or any other governmental officer or employee whose salary is paid out of the City Treasury. Provider shall notify the City of any Provider personnel or any Subcontractor personnel who have any employment or other contractual relationship or agency relationship with the City or with the Family Court.
- (b) Pursuant to Section 20-607(c) of The Philadelphia Code, as it may be amended from time to time, neither Provider's personnel nor any Subcontractor personnel, nor any parent, spouse, child, brother, sister or like relative-in-law, nor any person, firm, partnership, corporation, business association, trustee or straw party owned or operated by any of them, shall be financially interested in any award, contract, lease, case, claim, decision, decree or judgment made by any such personnel while in the service of the City until at least two (2) years after the expiration of such person's service or employment with the City.
- (c) Provider must maintain documentation in its personnel files that provides verification that it has informed all of its personnel and Subcontractors of their obligation to report to Provider whether they are currently or subsequently become employed by DHS.

3.8 Time Frame for Submissions. Provider shall perform any and all Services and shall submit any and all Materials required by this Contract within the time frames set forth in the Scope of Services attached as an exhibit to the Provider Agreement or as mutually agreed upon in writing by the City and Provider. Absent any such written time frames, Provider shall perform its obligations under

this Contract diligently and promptly and in any and all events before the scheduled expiration of the Term.

- 3.9 **Prompt Payment by Provider.** Provider agrees to promptly pay all Persons which have furnished labor or supplies in connection with the Services, the Materials or this Contract, including, without limitation, Subcontractors and suppliers. Provider shall provide, upon request of the City, reasonable evidence that these Persons have been fully and timely paid.
- 3.10 **Sales and Use Tax.** The City is not subject to federal, state or local sales or use taxes or federal excise tax. Provider hereby assigns to the City all of its right, title and interest in any sales or use tax which may be refunded as a result of any materials, including any Materials, purchased or any services, including any Services, rendered in connection with this Contract and unless directed otherwise by the City, Provider shall not file a claim for any sales or use tax refund subject to this assignment. Provider authorizes the City, in its own name or the name of Provider, to file a claim for a refund of any sales or use tax subject to this assignment.
- 3.11 **Adherence to Departmental Policy.** Provider shall be bound by all current Departmental and Administrative Policy Directives, Policy Transmittals and Guides, the CYD Policy Manual, applicable Performance and Service Standards, applicable Practice Guidelines, and any applicable PA DHS and/or Office of Children, Youth, and Families transmittals and bulletins as these documents may be amended from time to time. The Department may provide access to these documents on the Provider Extranet website or by making copies of these documents available to the Provider upon request.
- 3.12 **Adoption License.**
- (a) If Provider's Services include foster family care, Provider agrees as follows:
- (1) Provider shall, at Provider's option, (a) apply for and obtain, within sixty (60) days from the effective date of this Contract, a valid, current adoption license from the PA DHS; or, (b) immediately upon the effective date of this Contract, become affiliated with a child welfare agency that possesses a valid, current adoption license.
- (2) Provider shall become affiliated with SWAN immediately upon the effective date of the Contract.
- (b) Provider shall cooperate with the City in the City's efforts to facilitate the adoption of children in foster care, and Provider shall refer all children in its custody to SWAN when the child has a court sanctioned goal of adoption. If there is no known adoption resource, SWAN shall register such children with the appropriate adoption exchanges.

- 3.13 **Routine Transportation Costs.** With the exception of those costs associated with a runaway, the specific provisions for which are set forth at Section 3.29 (Absence of a Child), Provider shall be responsible for all routine transportation costs incurred by Provider in fulfilling the terms of this Contract.
- 3.14 **Family Visit Food Costs.** Provider shall be responsible for the costs of food for the child while the child is visiting his or her family.
- 3.15 **Payments for Placement Services.** Provider shall use payments under this Contract to purchase only those Services that are reimbursable under Applicable Law and the Contract Cost Principles, unless Provider has received prior written approval from the Commissioner or the Commissioner's designee to purchase non-reimbursable Services. This requirement applies equally whether the Services are purchased directly by Provider or indirectly through Provider's Subcontractor, or Provider's referral to another agency.
- 3.16 **EPSDT; Managed Care.** Provider shall comply with the City's EPSDT initiative. Compliance shall include, without limitation, Provider's securing of all licenses and permits necessary for Provider to participate in the Medical Assistance program, HealthChoices or managed care organizations (where appropriate); Provider's timely submission of all forms and reports required by the Commonwealth Office of Medical Assistance, HealthChoices or managed care organizations; and Provider's timely pursuit of any and all appeals of the Commonwealth's denial or discontinuance of EPSDT funding to Provider, or denial, discontinuance or reduction of medical services by HealthChoices or managed care organizations.

Provider shall comply with the City's initiative to integrate behavioral health services with other health and social services provided to children and families. Compliance shall include, without limitation, the following:

- (a) Provider shall use **1-888-545-2600**, the central contact number of Community Behavioral Health (CBH), for the purpose of securing mental health and substance abuse services for children and their caregivers;
- (b) Provider shall document fully in the case file the results of each referral to CBH; and
- (c) Upon request by DHS and/or CBH and with proper authorization, Provider shall release to CBH any documents and/or reports regarding behavioral health services provided to children and families.
 Provider must maintain centrally located documentation regarding whether a child/youth has received a full EPDST screening within sixty (60) days of entering placement, unless the child has had a screening and the results are available, and whether the subsequent treatment indicated has been initiated/scheduled within ninety (90) days upon entering placement. Youth transferring from one foster care agency to another and youth transferring from a facility licensed under Chapter 3800 regulations to a foster care agency may be exceptions.

3.17 **Service Requirements.**

- (a) Provider shall provide Services to the children and youth and their families in accordance with the FSP, any Placement Amendments, and Form Authorizations.
- (b) Provider shall submit a Scope of Services which shall be consistent with Department's Program Standards and Applicable Law.
- (c) Provider's Scope of Services shall be current, shall satisfy the City's requirements as to form and content, and shall be attached as an exhibit to the Provider Agreement.

3.18 **Web-Based Central Referral Unit (CRU) System Participation.**

- (a) The Department utilizes a Web-Based CRU System for all its non-PBC providers. Upon its implementation, Provider shall report all its vacancies, by age and gender, by participating in the Department's Web-Based CRU System, and in any additional tracking system the Department may identify, and Provider shall update the system on a weekly basis, and/or more frequently for emergency shelter programs. Failure to comply with this provision may result in the Provider not receiving referrals from the Department's CRU. Provider has twenty-four (24) hours to accept or reject a referral.
- (b) The Department shall monitor Provider's compliance with this provision and shall only make referrals based upon vacancies reported through this system. The Department, in its sole discretion, may periodically utilize additional resource tracking systems.

3.19 **Dependent Placement Referrals.** Provider shall accept youth with deferred or dual adjudications in its dependent facility. To the extent permitted by law, including applicable state regulations, Provider shall accept dependent youth in its delinquent facilities if such youth are otherwise eligible for admission into Provider's facility. Delinquent Providers agree that their Scope of Services shall not exclude dependent children from their program unless they are required by law to do so.

3.20 **Referral Disputes.** Provider shall submit a written quarterly report to the Commissioner's designee detailing the number and circumstances of each referral dispute registered in accordance with Section 5.2(b)(3) of these General Provisions. Excessive referral disputes, as determined by the Commissioner in his/her sole discretion, may cause the City to terminate this Contract.

3.21 **Rejection of Referral.** Provider shall not reject a child or family for Services based upon the location or condition of the family's residence, their environmental or social condition, or for any other reason if the profiles of such child or family are consistent with Provider's Scope of Services or DHS's applicable standards as listed in the Provider Agreement, unless an exception is

granted by the Commissioner or the Commissioner's designee, in his/her sole discretion.

3.22 **Notice of Referral Acceptance or Rejection.**

- (a) Except for Performance Based Contract Providers, Provider shall notify the Commissioner within twenty-four (24) hours of its decision to accept or reject placement referrals; provided, however, Provider's rejection of a placement referral must be in accordance with the process set forth in Section 5.2(b)(3) of the General Provisions. Provider shall provide the Commissioner with a written statement of the basis for each rejected referral within twenty-four (24) hours of the rejection unless an exception is granted by Commissioner or Commissioner's designee.
- (b) Within seventy-two (72) hours of accepting a case that has been designated as a Kinship Care placement, Provider must visit the placement and complete an assessment of the kinship caregiver's home to ensure that it is in compliance with State regulations regarding foster homes

3.23 **Documentation of Referrals.** Providers must maintain centrally located documentation regarding each referral that the Provider receives from DHS. Provider must maintain the following information: the date of receipt of referral; the requesting DHS division (CWO or JJS); 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 if applicable, the reason for rejection.

3.24 **Vacation, Holiday Placement.** Provider shall ensure that each child in an Out-of-Home Placement has uninterrupted Services and placement in the event Provider's office closes for vacation or holidays.

3.25 **Adequate Clothing.** It shall be Provider's responsibility to purchase a seasonally adequate and complete wardrobe for each child in placement in its program and for any child who is being discharged from its program.

3.26 **Return of Medical Assistance Card.** At the time of discharge or within seventy-two (72) hours of an unplanned discharge, Provider shall return the Medical Assistance card of any child who has been removed or discharged from Provider's placement to the City; otherwise, Provider shall be liable for any charges incurred after discharge. Provider agrees that, upon its return of the child's Medical Assistance card to the City, Provider will cooperate fully with the Department for the purpose of re-enrolling the child with a primary care physician.

3.27 **Service Reports.**

- (a) **Progress Reports.** Provider shall submit to the City, on a quarterly basis, a written progress report for each child for whom Services are provided. The report shall be consistent with the ISP, shall present an evaluation of

the child's current status, and shall include a statement of Provider's treatment goals. If the City purchases residential treatment Services under the Contract, Provider shall submit a diagnostic study and treatment plan to the City within thirty (30) days after the child's initial placement.

- (b) **Placement Objectives; Adjustment Reports.** When the Services purchased under the Contract include residential Services, Provider shall, within ninety (90) days after the child's initial placement, submit a report to the City which evaluates the child's adjustment to placement and the child's prognosis. Within one hundred eighty (180) days after the initial placement, Provider shall submit a report to the City which examines whether a less restrictive placement is appropriate for the child. The City generally expects that Provider will move children to a less restrictive placement, and that children have the capacity to make use of a less intensive Service within one hundred eighty (180) days after their initial placement in a residential facility. With the exception of those children committed to the Juvenile Justice System as the result of the commission of delinquent acts, when Provider recommends that a child receive more than one hundred eighty (180) days of residential services, Provider shall present written justification for the recommendation to the Department, and shall participate in a case review within one hundred eighty (180) days after the child's placement. Provider shall allow visits by authorized City employees, upon oral or written request, for discussion or review of information pertinent to the child, or for interviews with the child and the child's natural family. If the child is placed in foster family residential treatment, and is supervised by Provider, Provider shall arrange for all contacts by the City with the child and foster family through the staff of Provider. The use of conference calls between the City, the natural family, and the residential treatment facility or the foster family will be regularly scheduled by Provider when distance prevents regular contact.

With regard to children with special medical needs, Provider shall provide all training necessary to the individual(s) with whom the child will reside in order to accommodate those needs. Individuals to be trained may include, without limitation, the child's legal guardian(s) or the child's biological, kinship, foster or adoptive parent(s).

- (c) **Notice of Child's Location.** Providers shall promptly notify the City of the exact placement location and address of each child placed in accordance with the terms of the Contract. A child shall not be moved from one location to another even within a Provider's own system without PRIOR written notice to the Department and applicable approval of court, except in emergency situations that place the child in imminent risk of harm. In non-emergency situations, Provider must furnish the City, in writing, with information regarding any proposed move of a child including, but not limited to, the exact new address of the child as soon as that address is known, plans for education, and plans for transfer of

applicable medical and therapeutic services but in no event less than seventy-two (72) hours prior to the move. In emergency situations, Provider shall notify the City of the new address orally and in writing with information regarding any proposed move of a child including, but not limited to, the exact new address of the child as soon as that address is known, plans for education, and plans for transfer of applicable medical and therapeutic services immediately after ensuring the safety of the child or children involved.

A failure to comply with this provision constitutes an Event of Default pursuant to Section 12.1(a). If Provider fails to comply with this provision, the City may exercise any of the Remedies available to it pursuant to Section 13.1.

- (d) **Copies of ISPs, Other Reports.** Provider shall promptly provide the City with copies of each ISP, periodic reviews of ISPs, and in-home and day care services reports. Provider's ISP form for children and youth, as well as quarterly reports on each child and family shall be consistent with the FSP and Applicable Law. In addition, Provider shall promptly submit all requisite reports to Family Court and to Community Behavioral Health or its successor or assigns.
- (e) **In Home Services and Foster Care Outcomes Requirements.** All providers are required to implement and utilize all forms and procedures in home services and Foster Care Services. Provider shall comply with all current, newly enacted and subsequent outcome requirements enacted during the term of the Contract, including any and all amendments thereto.
- (f) **Compliance with Temporary Assistance for Needy Families ("TANF") Reporting Requirements.** Provider shall comply with all requirements needed to document and claim under TANF the eligible services delivered by the Provider. Compliance shall include, without limitation, submitting the following:
- (1) Once a month, the list of clients receiving services that month on the form prescribed by the City;
 - (2) Once a month, the standard summary invoice on the form prescribed by the City;
 - (3) Once a year, a properly completed Means Test Worksheet (MTW) for each child receiving services. A MTW must be completed when a child first comes into service, so each month the Provider must provide a properly completed MTW for every child who came into care that month. That MTW is valid for twelve (12) months from the date the MTW was completed. If the client continues to receive services beyond twelve (12) months, a new MTW must be completed.

- (g) **Unusual Incident, Safety Alert and HCSIS Reports.** Provider shall notify DHS, orally and in writing of any fatality or incident, as required by state regulations, including but not limited to 55 Pa. Code 3680.21, and state and DHS directives, including but not limited to, the Policy and Procedure Guide dated February 23, 2010, "Using and Responding to the Safety Alert Tool for Families Receiving In Home Services and the Home and Community Services Information System (HCSIS) Reports for Children in PA Placements."
- (h) **Documentation of arrests of children/youth.** Providers must maintain centrally located documentation regarding all arrests by law enforcement of children and youth being served by the Provider. The Provider must maintain the following information: the date of the report, the DHS division (CWO or JJS) that placed the child with the Provider agency or program; the name, age and race of the child; the date and time the arrest occurred; and reason for the arrest by the law enforcement agency.
- (i) **Documentation of restraints of children/youth.** Providers must maintain centrally located documentation regarding all restraints of children/youth served. Provider must maintain the following information: the date of the report; the DHS division (CWO or JJS) that placed the child with the Provider agency or program; the name, age and race of the child; reason for restraint; date and time the restraint occurred; type of restraint used; name of employee(s) who performed the restraint; duration of the restraint; name of employee(s) who observed the child; and the result of restraint (i.e., injuries incurred, hospitalization, etc.). Provider shall abide by all applicable law and directives in regards to restraints of pregnant females.
- (j) **Documentation of Truancy.** Provider must maintain centrally located documentation regarding whether a child/youth has been truant (three (3) unexcused absences within the school year) during the time the child/youth was placed with Provider.

If the Provider fails to comply with these requirements, the City may withhold payments to the Provider until such time that the Provider complies with these requirements.

- 3.28 **Transitional and Discharge Planning.** Provider shall comply with any Departmental and Administrative Policy Directives, and all applicable laws, regulations, and directives regarding transition and discharge planning and development.

(a) **Upon Agreement of the Parties.**

- (1) Provider shall submit to the City a Case Closing Summary and close the case pursuant to Departmental Policy following child's discharge from Provider's care, along with important documents including, without limitation, birth certificate, Social Security card, court order, and copies of any other documents requested by the City that relate to the child.
- (2) Provider shall administer and distribute money acquired or received by the child in accordance with Applicable Law and any applicable Discharge Plan. Provider acknowledges that such funds are the property of the child.

(b) **Upon Request of Provider.** In cases where the child's discharge from Provider's care is requested by Provider, and is not made pursuant to a mutually agreed upon service plan or court-ordered removal, Provider shall submit to Commissioner a written explanation detailing the basis for the requested discharge. If the request is approved by the Commissioner or Commissioner's designee, Provider shall give the City thirty (30) days formal written notice of its intent to discharge; if the child is a special needs child (as that term is defined by the Department and Applicable Law), Provider shall give the City ninety (90) days formal written notice. If a discharge on an emergency basis proves necessary, the City may, in its sole discretion, permit a shorter notice period. Provider may not unilaterally discharge a child or case.

- (1) **Unplanned discharges.** In accordance with the requirements of Section 3.28(b) and subject to Provider's full compliance therewith, Provider is authorized to discharge a child from its care and custody **only after** Provider has confirmed with the Department's Central Referral Unit that an alternative placement has been identified and Provider has contacted the Department's Social Worker regarding the date, time and place of discharge. The discharge documents must include a statement of the reason for the discharge. Provided further, that in compliance with the thirty (30) or ninety (90) day notice requirement set forth in Section 3.28(b), Provider will forward such notice both to the Department Social Worker and to the Central Referral Unit. Provider further agrees to include with the notice a current evaluation addressing the child's treatment needs.

(c) **Delinquent Children.**

- (1) When a delinquent child is recommended for discharge, Provider shall submit to the Probation Department of the Court of Common Pleas, the Juvenile Justice Services Administrator of the

Department, and the District Attorney, a complete summary of all information pertaining to the child's adjustment and progress, and any recommendations of Provider, one (1) month prior to the anticipated discharge date.

- (2) If a delinquent youth or an alleged delinquent youth is placed in a CBES or, in the case of a delinquent youth, in a delinquent facility, and while residing at such facility is arrested on new charges; and if at the time of the arrest the youth was not a runaway youth; then Provider shall accept and transport the youth back to the facility pending court disposition of the new charges. Provider may obtain an exception to this provision if Provider's facility has exhausted its capacity, or if the youth is committable pursuant to the Mental Health Procedures Act, is eligible for detention at the Philadelphia Juvenile Justice Services Center pursuant to the Santiago Consent Decree, or is eligible for admission to an acute care facility for medical purposes. If Provider determines that the youth, because of the new charges, is not suitable for its program, Provider may, after accepting the youth back to its facility, request that the referring agency of the City grant an exception to this provision by following the procedures outlined in Section 5.2(b)(3).
- (d) **Documentation of discharges of children/youth.** Providers must maintain centrally located documentation regarding each child that is discharged from Provider's agency. Provider must maintain the following information: the date of the discharge from the Provider's agency or program; the DHS division (CWO or JJS) that placed the child; the name, age and race of the child; and the reason that the child was discharged (including successful progress of original presenting problem; AWOL; negative discharge; etc.).

3.29 **Absence of Child.**

- (a) When a child voluntarily absents himself or herself from the supervision of Provider or Provider's designee for a period of twenty-four (24) hours, the child is to be considered a runaway and Provider shall:
 - (1) Notify all appropriate parties, including the Department, police, the National Center for Missing and Exploited Children, and, if appropriate, the Philadelphia Juvenile Probation Department of the Court of Common Pleas. Immediate oral notice shall be given to the Department and the Philadelphia Juvenile Probation Department (if appropriate), as soon as Provider determines that the child is determined to be a runaway, but in no event later than

individual's start date certifying whether the applicant is named in the PA DHS maintained central register as an alleged perpetrator in a pending child abuse investigation, the perpetrator in a founded report of child abuse, the perpetrator in an indicated report of child abuse, the perpetrator in a founded report for a school employee or the perpetrator in an indicated report for a school employee, (iv.) criminal history and child abuse record certifications from any other current or previous state of residence within the past five (5) year period and dated no more than one (1) year-to-the-day prior to the individual's start date, and (v.) any other record or certification requested by the Department.

- (a) Prior to commencing employment or service with the Provider or Subcontractor, any individual for whom Certifications are required must swear or affirm in writing that the individual has not been disqualified from employment or service under the Child Protective Services Law, 23 Pa.C.S. § 6344(c), and has not been convicted of an offense similar in nature to a crime listed in 23 Pa.C.S. § 6344(c) under the laws or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or under a former law of the Commonwealth of Pennsylvania.
- (b) Certifications shall be obtained prior to the approval and/or hiring of any applicant. Provider shall obtain Certifications for all applicants for employment including without limitation: employees, agents, independent contractors, volunteers having contact with children, all prospective foster parent applicants, all prospective adoptive parent applicants, all prospective PLC custodians, all prospective foster home Household Members, all prospective adoptive parent Household Members, and all prospective PLC custodian Household Members. A "Household Member" shall herein be defined as: any individual 18 years of age or older spending thirty (30) days or more in a home during a calendar year.
- (c) This section shall be applicable to all staff including without limitation executive, administrative, and operational staff.
- (d) Provider shall obtain the required Certifications for all current employees, agents, independent contractors, volunteers having contact with children, foster parents, adoptive and prospective adoptive parents, PLC custodians and prospective PLC custodians, and all of their respective Household members for whom this information has not already been obtained.
- (e) Providers have a continuing obligation to obtain updated Certifications every sixty (60) months.

- (f) The PA DHS is utilizing Cogent Systems to process FBI record checks. Provider shall be responsible for entering into an agency agreement with Cogent Systems so that Provider may pay for the fees for all prospective foster and adoptive parent applicants and their respective Household Members applying through the Provider or establish an agency policy to require that applicants pay the fees themselves. These records must be included, when applicable, in the documentation forwarded to the DHS Licensure Unit when foster homes are certified or recertified.

- (g) According to the Child Protective Services Law (“CPSL”), 23 Pa. C.S. § 6301 et seq.), an individual may not be hired or approved for employment or participation in a program, activity, or service, including but not limited to employment as either a foster parent or an adoptive parent, if that individual has been convicted of any of the following offenses or if the individual has been convicted of the attempt, solicitation, or conspiracy to commit any of the following offenses:
 - Criminal Homicide
 - Aggravated Assault
 - Stalking
 - Kidnapping
 - Unlawful Restraint
 - Rape
 - Statutory Sexual Assault
 - Involuntary Deviate Sexual Intercourse
 - Sexual Assault
 - Aggravated Indecent Assault
 - Indecent Assault
 - Indecent Exposure
 - Incest
 - Concealing Death of a Child
 - Endangering the Welfare of Children
 - Dealing in Infant Children
 - Felony Prostitution and Related Offenses
 - Obscene and Other Sexual Materials and Performances
 - Corruption of Minors
 - Sexual Abuse of Children
 - Felony Offense Under the Controlled Drug, Device and Cosmetic Act, committed within the five (5) year period immediately preceding individual’s application

- (h) Other than the last criminal offense listed – Felony Drug Offense – there is no time limitation on the enumerated criminal convictions. For example, an aggravated assault from thirty-five (35) years ago shall have the same effect as an aggravated assault conviction this year: namely,

the individual shall be precluded from employment or participation in a program, activity, or service.

- (i) Provider shall not approve an applicant as a foster parent, prospective adoptive parent, or PLC custodian if they or any Household Member are named as the perpetrator in a founded report of Child Abuse or a report equivalent to a founded report of Child Abuse in another state.
- (j) Provider shall not approve an applicant as a foster parent, prospective adoptive parent, or PLC custodian if they or any Household Member are named as the perpetrator in an indicated report, or a report equivalent to an indicated report in another state, within the previous 5 years. A perpetrator and those with a Household Member named as a perpetrator in an indicated report or the equivalent of an indicated report from another state more than five years ago may be approved as a foster parent, prospective adoptive parent, or PLC custodian, but only with the written approval of the Commissioner or his/her designee at the director level or higher.
- (k) Provider shall not approve an employee, agent, independent contractor, or volunteer having contact with children for service if they are named as the perpetrator in a founded report of Child Abuse or a report equivalent to a founded report of Child Abuse in another state, within the previous 5 years. A perpetrator named in a founded report, or the equivalent of a founded report from another state, more than 5 years ago may only be approved as an employee, agent, independent contractor, or volunteer having contact with children for service upon the written approval of the Provider's Executive Director, President, or similar Chief Executive Officer. Such written approval shall be determined on a case by case basis and record of such written approval shall be maintained in accordance with section 7.4 of these General Provisions.
- (l) Provider shall not approve an employee, agent, independent contractor, or volunteer having contact with children for service if they are named as the perpetrator in an indicated report, or a report equivalent to an indicated report in another state, within the previous 5 years. A perpetrator named in an indicated report, or the equivalent of an indicated report from another state, more than 5 years ago may only be approved as an employee, agent, independent contractor, or volunteer having contact with children for service upon the written approval of the Provider's Executive Director, President, or similar Chief Executive Officer. Such written approval shall be determined on a case by case basis and record of such written approval shall be maintained in accordance with section 7.4 of these General Provisions.

- (m) Provider shall immediately require any of its employees, agents, independent contractors, volunteers having contact with children, foster parents, prospective adoptive parents, or Household members of either a foster home or prospective adoptive home to submit new Certifications to Provider in the manner required in this section for a new applicant should Provider have or ever develop a reasonable belief that such Certifications would disqualify the individual or home they reside in from approval under this section or Applicable Law. Costs for these certifications shall be borne by the Provider.
- (n) Provider shall require all employees, agents, independent contractors, all adoptive, foster and kinship parents, and all of Provider's volunteers having contact with children to notify Provider in writing if they are arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity or service, or if they are named as a perpetrator in a founded or indicated report. Such written notice shall be provided not later than 72 hours after the arrest, conviction or notification that the person has been listed as a perpetrator.
- (o) Provider shall immediately notify the Department of any disqualifying Certification.
- (p) Waiver: Waiver of any of the provisions of this section may be requested only for those provisions not required by Applicable Law. Such waivers shall only be valid with the express written approval of the Commissioner or his/her designee at the director level or higher and only to the extent permitted by Applicable Law.

3.32 **Child Death Review.** Provider shall conduct an internal review when a child placed with Provider, whether or not placed by the City, dies as the result of suspected child abuse or neglect. The review shall include cases that are currently active and also those that were known to Provider within the past sixteen (16) months. Provider shall conduct said review simultaneously with the Child Protective Service (CPS) investigation. Provider's review shall assess compliance with statutory, regulatory, and county requirements; and compliance with Provider's policies and procedures, including examination of supervisory and training requirements, for the purpose of determining whether the appropriate level of service was provided to the child, the child's family and/or foster family. A written report detailing the findings and conclusions of the death review shall be submitted to DHS within thirty (30) days following receipt of the report of suspected abuse if applicable. In addition, Provider shall participate in Act 33 meetings.

3.33 **Foster Parent Agreements.** Provider shall include in its agreements with foster parents the requirement that foster parents shall not maintain in their households,

at the same time, other children committed to the Department of Human Services who are placed with other Philadelphia County foster family care agencies.

- 3.34 **Group Home Provision.** Provider must obtain the prior written approval of the City of Philadelphia, through the Commissioner or the Commissioner’s designee, prior to acquiring, whether through purchase or lease, a group home or institution situated in the City of Philadelphia for the purpose of providing services to Philadelphia County dependent or delinquent youth. Provider further agrees that it must obtain written approval of the Commissioner or the Commissioner’s designee before making any change in the type of dependent or delinquent youth for whom services will be provided on these properties.
- 3.35 **Adoption and Permanent Legal Custodianship.** Provider shall complete and/or ensure the completion of a family profile according to the Department, City and State specifications for caretakers the City identifies as appropriate for adoption and permanent legal custodianship. The fee payable for the work to complete the family profile will be determined by the revised Statewide Adoption Network (“SWAN”) state bulletin by reference.

ARTICLE IV: PROVIDER’S REPRESENTATIONS AND COVENANTS

- 4.1 **Provider’s Representations and Covenants.** Provider makes the following representations, warranties and covenants upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract. The representations, warranties, and covenants stated below shall continue throughout the Term of this Contract. In the event said representations, warranties, and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty, or covenant is untrue or inaccurate.
 - (a) **Good Standing.** If Provider is not an individual, Provider is a business corporation, limited liability company, partnership, limited partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. Provider is duly licensed, qualified and in good standing in the Commonwealth of Pennsylvania and in all jurisdictions in which it conducts business activities relating in any way to the performance of the Services and delivery of the Materials under this Contract, including, but not limited to, the jurisdiction in which Provider is organized. If Provider is a not-for-profit corporation or otherwise an entity determined to be tax exempt pursuant to Section 501(c) of the Internal Revenue Code by the Internal Revenue Service, then Provider has procured, and shall maintain in full force and effect, all consents and approvals necessary in connection with such tax-exempt and non-profit status.
 - (b) **Authority to Act.** Provider has full legal power and authority to execute and deliver this Contract, and provide the Services and Materials as set

forth herein. Provider has duly authorized by all necessary actions the execution and delivery of this Contract on behalf of Provider by the individual or individuals signing the Provider Agreement. This Contract is the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with the terms set forth herein. The execution and delivery of this Contract by Provider will not result in a default under or a breach or violation of (1) Provider's certificate or articles of incorporation or bylaws, partnership agreement, limited liability company operating agreement or other pertinent organizational documents, as applicable; (2) any Applicable Law or any judgment, decree order, license, permit or other instrument or obligation to which Provider is now a party or by which Provider may be bound or affected; and (3) Provider's tax exempt status, if applicable. No consent, approval or authorization is required of any regulatory authority or governmental agency, or of any shareholder, partner, member, manager or other party related to Provider.

- (c) **Legal Obligation.** This Contract has been duly authorized, executed and delivered by Provider, by and through individuals duly authorized to execute this Contract on behalf of Provider, and constitutes the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with its terms.
- (d) **No Litigation Preventing Performance.** There is no litigation, claim, consent order, settlement agreement, arbitration, agency proceeding, investigation, challenge or other proceeding pending or threatened against Provider, its properties or business or any individuals acting on Provider's behalf, including, without limitation, Subcontractors, in which any Person seeks to enjoin or prohibit Provider from entering into or performing its obligations under this Contract.
- (e) **Requisite Licensure and Qualifications.** Provider and all of the Persons acting on Provider's behalf, including, without limitation, Subcontractors and their Subcontractors at any tier, in connection with the Services and Materials provided under this Contract, possess and, at all times during the Term of this Contract, shall possess all approvals, licenses, board certifications or eligibilities, training, certifications, qualifications and other credentials, including, without limitation, all licenses required for eligibility to receive Medical Assistance or other third party reimbursements, required in accordance with Applicable Law and the terms of this Contract, to perform the Services and provide the Materials. Provider shall provide the City with copies of all approvals, licenses, credentials and certifications required under this Section upon request by the City.

Provider and all foster family homes, whether relative or non-relative, shall have current, full Certificates of Approval and/or licensure

throughout the Term of this Contract. Temporary or provisional approval and/or licenses do not satisfy this requirement.

Provider shall notify the Commissioner or Commissioner's designee, orally, electronically, and in writing, of any violations of the requirements of this section within twenty-four (24) hours of Provider's receipt of notice or other knowledge thereof, including changes which place Provider, Subcontractors, or a foster home in a provisional license status, or any other approval and/or license violation. Electronic notices of violation of this section shall be sent via email to DHSLicensure@phila.gov. **DHS will not reimburse foster care agencies for services provided to homes without documentation of full licenses.**

- (f) **No Adverse Interests.** Except as disclosed in writing and approved in advance by the Responsible Official, neither Provider nor any of its directors, officers, members, partners or employees, has any interest, or will acquire any interest, directly or indirectly, that would or may conflict in any manner or degree with the performance or rendering of the Services and Materials.
- (g) **No Indebtedness to the City.** Provider and any and all entities controlling Provider, under common control with Provider or controlled by Provider are not currently indebted to the City, and will not at any time during the Term of this Contract (including any Additional Term(s)) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Provider shall remain current during the Term of this Contract under all such agreements and payment plans, and shall inform the Responsible Official in writing of Provider's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the City, result in the withholding of payments otherwise due to Provider under this Contract or any other agreement with the City under which the City may then owe payment of any kind, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination), or both. In addition, Provider understands that false certification, representation or warranty by it is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

- (h) **Commercial Activity License.** If Provider is a "business" as defined in Section 19-2601 of the Code, Provider has and shall maintain during the Term of this Contract, a valid, current Commercial Activity License, issued by the City's Department of Licenses and Inspections, to do business in the City.
- (i) **Subcontractor Licensure; No Indebtedness to the City.** Each Subcontractor, if any, holds and shall maintain during the term of the Subcontract, a valid, current Commercial Activity License to do business in the City, if required by Applicable Law. To the best of Provider's knowledge, information and belief, the representations made in any Subcontract that Subcontractor is not indebted to the City are true and correct.
- (j) **Non-Suspension; Debarment.** Provider and all of the individuals acting on Provider's behalf including, without limitation, Subcontractors, are not under suspension or debarment from doing business with the Commonwealth of Pennsylvania, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Provider cannot so warrant, then Provider shall submit to the Responsible Official a full, complete written explanation as to why Provider cannot so warrant. Provider shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Provider's compliance with the terms of this or any other contract between Provider and the City which results in the suspension or debarment of Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Provider shall not be responsible for costs of investigations which do not result in Provider's suspension or debarment.
- (k) **Prohibiting Religious Activities.** Provider shall not provide religious instruction, conduct religious worship or services, or in any way proselytize any individual in connection with the Services provided, either directly or indirectly, under this Contract.

Provider shall inform all individuals to whom Services are provided, whether directly or indirectly, of the following: "The Philadelphia Department of Human Services' selection of a faith-based provider of social services is not an endorsement of the Provider's religious character, practices or beliefs. No Provider of social services may discriminate against you on the basis of religion, a religious belief or your refusal to actively participate in a religious practice."

The above representations, warranties and covenants shall continue throughout the Term of this Contract. In the event said

representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

- (l) **Non-Lobbying Certification.** No federally appropriated funds have been paid, by or on behalf of Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, Provider shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

If this Contract or any Subcontract is funded with federal funds, Provider shall require that this language be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

Provider understands that this is a material representation of fact upon which reliance was placed when this Contract was entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed under Section 1352, Title 31, U.S. Code, and Provider agrees that the execution of this Contract shall constitute the requisite submission.

The above representations, warranties and covenants shall continue throughout the Term of this Contract. In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

- 4.2 **Notice of Change.** If there is a material change in the foregoing representations made by Provider for itself or on behalf of any of its Subcontractors, or a

circumstance occurs adversely affecting Provider's business integrity, Provider shall promptly notify Responsible Official of such changed circumstances.

ARTICLE V: SERVICE REQUIREMENTS

5.1 **Scope of Services.** Services provided include the Services described in the Provider Agreement and all the obligations under this Contract. The Services encompass the following general categories:

- (a) Services to dependent, delinquent, and non-adjudicated children and their families; and
- (b) Other professional services, including consulting and training services.

5.2 **Placement and Referral Process.**

(a) **Eligibility for Services.** With the exception of children adjudicated delinquent, the City will be responsible for the determination of eligibility for public care and Services, and for the assumption of legal custody, if required, for all children provided Services under the Contract.

(b) **Referral Process.**

- (1) With the exception of children adjudicated delinquent, the City shall, prior to Provider's acceptance of a child, furnish Provider with a social summary, including a family summary and a medical history. To the extent such information is available to the City, the City shall also provide related school information, a signed psychological evaluation, and a signed psychiatric evaluation.
- (2) When Provider receives a referral from the City for placement, with the exception of state approved residential treatment facility placements, the City will cooperate with Provider in arranging a pre-placement visit or conference. The participants may include, but are not limited to, the child, parent or guardian, and County caseworker or probation officer. Provider will not be obligated to pay transportation costs for participants who attend the visit or conference.
- (3) Provider may reject a child and family only if it has exhausted its capacity under this Contract. If Provider determines that a child or family is not acceptable for reasons other than exhaustion of capacity, it must notify the Commissioner in writing within twenty-four (24) hours of the rejection detailing the basis of the intended rejection and request an exception to this provision. The Commissioner or Commissioner's designee's decision to grant or reject the request shall be final.

- (c) **Residential Treatment Facility Placement.** In the event that a child requires services that can only be provided in a residential treatment facility (RTF), Providers are to obtain approval from Community Behavioral Health (CBH) PRIOR to the RTF placement.
- (d) **Emergency Shelter Placement.** In the case of Out-of-Home Placement in an emergency shelter, Provider will accept all referrals as stated in the Performance Standards. Provider may only reject a referral if:
- Provider has exhausted its capacity under the Contract;
 - the youth is committable pursuant to the Mental Health Procedures Act 50 P.S. § 7101 et seq.;
 - the youth is eligible for detention at the Philadelphia Juvenile Justice Services Center pursuant to the Santiago Consent Decree; or
 - the youth is eligible for admission to an acute care facility for medical purposes.

If Provider determines that a child placed in an emergency shelter is not suitable for its program for reasons other than those identified in this Section 5.2, Provider may, after accepting the child into emergency shelter, request an exception to this provision by following the procedures outlined in Section 5.2(b)(3). Emergency shelter services must be accessible to the City for the placement of children twenty-four (24) hours per day, seven (7) days per week.

- (e) **Availability of Placement Providers.** All Providers of Out-of-Home Placement services to children shall be prepared to receive referrals and to accept children into placement at all times, twenty-four (24) hours per day, seven (7) days per week. Out-of-Home Placement Providers shall respond to placement referrals within one hour of their being contacted and will work immediately to secure placement for each child referred.
- (f) **Information Sharing Following Acceptance for Placement.** Except in emergency situations, when the City receives official notice of acceptance by Provider for Out-of-Home Placement of a referred child, the City shall send to Provider available and pertinent information and documentation within five (5) business days after receipt of notice, or as soon as possible thereafter.
- (g) **Information Sharing in Emergency Out-of-Home Placement Cases.** In the event of an emergency Out-of-Home Placement, the City shall make every effort to supply Provider with all available records, reports,

summaries, and any other pertinent information as soon as possible after the date of acceptance.

- (h) **Collaborative Planning.** Provider, with the participation of all other necessary participants, shall develop an ISP, which shall be consistent with the FSP and Applicable Law. If DHS is responsible for case management, then DHS, with the participation of the Provider and all other necessary participants, shall develop an FSP, including a Placement Amendment. If a CUA is responsible for case management, then CUA, with the participation of the Provider and all other necessary participants, shall develop a Single Case Plan, which incorporates the ISP and shall be consistent with Applicable Law.
- (i) **Clothing.** The City shall ensure that each child entering Out-of-Home Placement with Provider shall have at least minimally adequate clothing. If the City determines that the child's clothing is inadequate, it may authorize Provider to purchase the necessary clothing as outlined in the Departmental and Administrative Policy Directives.
- (j) **Life skills training for children in placement.** Provider shall comply with Departmental and Administrative Policy Directives regarding the provision of life skill services for all youth in placement who have attained the age of twelve (12) years or above, regardless of their permanency goals. Concurrent with the ongoing reasonable efforts toward permanency, Provider will address the child's need to acquire the life skills needed for adult self-sufficiency. The Individual Service Plan will identify self-sufficiency goals and specific courses of action that the child will take to prepare for the pursuit of these goals. Provider's agency case worker will provide direct social work and other services to help the child prepare for self-sufficiency as an adult, including:
- Provision of life skills training
 - High school retention and support
 - Career clarification and decision-making
 - Preparation for post-secondary education or vocational training
 - Planning for acquisition of permanent housing upon discharge
 - Support in identifying and coping with feelings of separation and loss that will be encountered upon emancipation

Provider shall identify and facilitate access to the resources needed for youth to acquire the skills necessary for self-sufficiency, including resources to support educational and employment goals and the acquisition of housing upon discharge.

Failure to comply with these requirements constitutes an Event of Default pursuant to Section 12.1(a). If Provider fails to comply with the requirements under Section 5.2, the City may exercise any of the remedies available pursuant to Section 13.1 including withholding of payment.

5.3 **Medical and Dental Costs.**

- (a) **Responsibility for Payment.** The maximum fee(s) set forth in the Provider Agreement and Article VI of these General Provisions do not include payment of medical expenses. The City shall provide the necessary means of payment for medical expenses for the child only in the absence of a third party payor. The City shall apply for public benefits on behalf of the children and youth, including Public Assistance, Medical Assistance, Social Security or SSI, and the City shall furnish Provider with Medical Assistance card(s) or such information as is necessary to secure third party payments.
- (b) **Medical Assistance.** For delinquent children and children placed in the legal custody of the City, the City shall provide financial coverage for medical expenses through the MA program. The City shall not provide financial reimbursement for medical expenses which are not covered by the MA eligibility guidelines, or for services provided by vendors who are not MA-approved. Reimbursement shall be paid directly to the MA-approved vendor, not to Provider.
- (c) **Limits of the City's Responsibility.**

The City shall not be responsible for the following medical expenses:

- (1) those expenses incurred prior to the effective date of this Contract;
- (2) those expenses that are in excess of the applicable MA rate, unless Provider obtained prior written approval from the City;
- (3) those expenses for services not covered by the applicable MA category for which the child or youth is eligible, unless Provider has obtained prior written approval from the City;
- (4) those expenses for which the vendor refuses to bill MA; and
- (5) those expenses for services for which prior authorization from a managed care organization, including CBH, is required and has not been obtained, and for which Provider is seeking payment from the City. Provider shall be responsible for obtaining treatment authorization prior to securing the services; failure to do so shall result in Provider bearing sole liability for payment for such services.

- (d) **Elective Services.** The City shall not assume responsibility for elective services (including medical or dental) unless Provider obtains prior written approval from the City.
- 5.4 **Change in Laws.** If, during the Contract Term, there are changes in PA DHS regulations regarding MA reimbursement, the City and Provider agree to negotiate an Amendment, to set forth revisions to Section 0 (Medical and Dental Costs) hereof, to conform to such changes. The City and Provider further agree that the remaining provisions of this Contract shall remain in full force and effect and binding on the Parties.
- 5.5 **Right of Review and Rejection.** The City reserves the right to inquire into the background and qualifications of Persons retained by Provider to provide Services, and to reject the use of any persons, families, or households which, in the City's sole judgment, are determined not to be in the best interests of the child or families for whom the Services are required.

ARTICLE VI: COMPENSATION

- 6.1 **Requisite Documents.** Prior to the City's payment for placement Services furnished by Provider to delinquent or alleged delinquent youth, Provider must possess the following completed and current documents:
- (1) Form Authorizations;
 - (2) FSP;
 - (3) Placement Amendment, if any;
 - (4) CY-61 (Application for Initial Determination for Title IV-E Placement Maintenance and Medicaid); and
 - (5) Court Order
- 6.2 **Certification of Available Funds.** Provider acknowledges that payments under this Contract shall not exceed the amount certified by or on behalf of the City's Director of Finance as available for this Contract. A copy of the form signed by the Office of the Director of Finance showing the amount of currently available funds will be attached to the fully executed Contract returned to Provider. During the Initial Term and any Additional Term(s) of this Contract, the City reserves the right to fund any remaining balance of this Contract amount in varying amounts from time to time as funds become available, not to exceed in total the maximum amount stated in this Contract. Provider agrees that the City shall not be obligated to fund this Contract except out of funds certified by or on behalf of the City's Director of Finance as currently available, even if those funds are less than the maximum amount stated in this Contract. If sufficient funds are not certified as available at any time, the City may exercise its options described in Section 6.3 (Unavailability of Funds) below.
- 6.3 **Unavailability of Funds.** If funding for this Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for

the Services performed and Materials delivered under this Contract, the City may exercise one of the following options without liability or penalty to the City:

- (a) Terminate this Contract effective upon a date specified in a Termination Notice; or
- (b) Continue this Contract by reducing, through written notice to Provider, the amount of this Contract and Services and Materials, consistent with the nature, amount and circumstances of available funding.

The City's exercise of either option under this Section shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction of Services or Materials. Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to such termination or modification of this Contract under this Section.

- 6.4 **Crossing Fiscal Years.** If any portion of the compensation set forth in this Contract is to be paid in any City fiscal year following the fiscal year in which the Initial Term or any Additional Term of this Contract commences (in either case, "Appropriated Fiscal Year"), Provider understands and agrees that the portion of the compensation under this Contract payable with City funds for any period following the Appropriated Fiscal Year is subject to the discretion of City Council as to future appropriations. If, for any reason, funds for any such portion of the compensation are not appropriated by City Council in any Fiscal Year following the Appropriated Fiscal Year, this Contract and the City's liability under this Contract shall automatically terminate at the end of the then current Appropriated Fiscal Year; provided, however, that Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to the end of the then current Appropriated Fiscal Year.
- 6.5 **Allowability of Cost Items.** All payments by the City to Provider under this Contract shall be subject to the limitations on the allowability of cost items imposed by the City of Philadelphia Contract Cost Principles and Guidelines.
- 6.6 **Advances.** The City may, in the City's sole discretion, offer providers of per diem placement services (including Provider, if applicable) a one twelfth (1/12) advance payment, based on the maximum amount of this Contract, if Provider meets the following criteria:

- (1) Contract and/or encumbrance is \$50,000.00 or over;
- (2) Agency is not-for-profit;
- (3) Service is to be provided for at least 5 DHS placement clients;
- (4) Agency has submitted audited financial statements by required date;
- (5) Audit review does not indicate possible financial difficulties;
- (6) Provider performance reviews have been satisfactory;
- (7) Provider has been contracting with DHS for at least 3 years; and

- (8) A decrease in payments and/or placements, as determined by DHS, is not expected.

The advance to Provider shall be repaid by Provider to the City by reducing a proportionate amount of the advance from subsequent monthly payments by the City to Provider. The entire advance amount must be repaid no later than the April 30th invoice unless otherwise approved by the DHS Commissioner, not to exceed the end of the fiscal year for which the advance is provided. The City, in its sole discretion, may waive any or all of the criteria enumerated in (1)-(8) above.

- 6.7 **Income From Contract Funds.** Provider shall provide a written report to the City accounting for all income derived either directly or indirectly by Provider from the use of funds paid to Provider under this Contract or with respect to any activities of Provider in connection with this Contract, including, but not limited to, sale, publication, registration fees, interest, program service fees, and service charges on fees. If required by the City, at the City's sole discretion, Provider shall use all such income to set off against and reduce payments to Provider otherwise due under this Contract.
- 6.8 **Monitoring of Fund Utilization.** Provider and the City shall monitor utilization of funds encumbered under this Contract. Provider shall furnish the City with current utilization reports on a monthly basis. In the event of mutually agreed upon overutilization, the City will, proceeding under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above, authorize an Amendment to this Contract to compensate Provider for such overutilization.
- 6.9 **Maximum Daily Rate, Days of Care or Units of Service (or combination thereof).** The City shall not compensate Provider for any increases in the maximum daily rate, number of days of care or units of service set forth in the Provider Agreement without the prior written approval of the Commissioner. By execution of this Contract, Provider agrees that the City may modify, upon issuance of a Modification Notice to Provider, the maximum daily rate, number of days of care or units of service that the City agrees to purchase under this Contract. In the event the maximum daily rate, number of days of care or units of service are increased, the date of such increase shall be the date stated in the Modification Notice. Any decrease in the maximum daily rate, number of days of care or units of services shall be made upon issuance of a Modification Notice not less than thirty (30) days prior to the effective date of such decrease.
- 6.10 **Total Actual Cost.** The maximum fee(s) set forth Section 4.1 in the Provider Agreement represents the maximum daily rate multiplied by the anticipated units of Services. The City shall pay Provider only for Provider's Total Actual Cost for Services set forth in the Provider Agreement, not to exceed the maximum amount set forth in Section 4.1 of the Provider Agreement. Total Actual Cost shall be limited to those expenditures permitted by Applicable Law, the City's Functional Expenditure Report, and the City of Philadelphia Contract Cost Principles and

Guidelines, as each may be amended from time to time. Actual cost shall be measured as of the end of the current fiscal year (unless a different date is approved in writing by the Commissioner or Commissioner's designee), and shall be documented on the Independent Functional Expenditure Report prepared and certified by a Certified Public Accountant. The Functional Expenditure Report shall be submitted to the City not more than one hundred twenty (120) days after the expiration or earlier termination date of this Contract.

- 6.11 **Excess Compensation.** If, as documented on the Independent Functional Expenditure Report prepared and certified by a Certified Public Accountant, compensation exceeds Provider's Total Actual Cost for Services, the City shall recover such excess compensation over Total Actual Cost by deduction from subsequent Provider billings to the Department or by accepting a refund from the Provider. The City may recover excess compensation at any time after it is documented. Total recovery of excess compensation by deductions from subsequent Provider billings shall be accomplished over a nine (9) month maximum duration, unless a longer period is authorized in writing by the Commissioner or Commissioner's designee. Any extension of the recovery period, requested by the Provider or otherwise, beyond nine (9) months shall not create a bar to recovery by the City. If Provider ceases to contract with the City before the City has recovered all or any portion of the excess compensation, Provider shall promptly pay such excess amount to the City. The amounts of any deductions from Provider billings to the City in recovery of prior excess compensation over Total Actual Cost shall not be a part of actual costs for Department funded programs for the fiscal period during which it was deducted.
- 6.12 **Unpaid Amounts.** Provider must notify Department in writing at the address set forth in the Provider Agreement of any payments it claims are due to it under this Contract and which remain unpaid by the City, not more than sixty (60) days after the expiration of the then current Term of this Contract. Failure to adhere to the time limitation set forth in this Section may result in Provider's forfeiture of any unpaid balances or, in the sole discretion of the City, the requirement that Provider pay any and all additional administrative costs incurred by the City to process the invoices.
- 6.13 **Invoices.** To meet the City's requirements of a complete and accurate invoice a Provider must have a validly conformed contract with the City for the time period in which the Provider's duties were performed and a Provider must be in compliance with all of the terms of that contract, including, but not limited to, the Scope of Services, DHS Provider Standards, and all applicable Article VII audit requirements. A Provider shall submit their invoices to the City on a monthly basis. The City must receive invoices not more than ten (10) business days following expiration of the month for which the invoice is submitted.

- 6.14 **Golden Parachute Agreements.** Provider shall not utilize funds under this Contract to fund in whole or in part the payment of Golden Parachute agreements or any similar agreements negotiated with its employees or agents.
- 6.15 **Indirect Rate Requests.** The budget-based, cost reimbursement contract Provider may request an indirect rate for indirect expenses. In order to be eligible for indirect rate approval, Provider must ensure that the request conforms to the requirements outlined in the Contract Cost Principles.
- (a) For cost reimbursement contracts over \$500,000.00, Provider must submit a detailed justification including line item indirect expense cost calculations, regardless of the percentage of the indirect rate that is being requested.
 - (b) For cost reimbursement contracts under \$500,000.00 with a request of an indirect rate of greater than 10% of the total budget, Provider must submit a detailed justification including line item indirect expense cost calculations.
 - (c) For cost reimbursement contracts under \$500,000.00 with a request of an indirect rate of equal to or less than 10% of the total budget, Provider is not required to submit a detailed justification including line item indirect expense cost calculations, unless specifically requested by DHS.
 - (d) The value of any applicable Subcontracts shall not be part of Provider's indirect percentage calculations.
 - (e) All indirect rate approvals are at the sole discretion of DHS.
 - (f) DHS may require a detailed justification including line item indirect expense cost calculations for all indirect rate requests at any time; all provisions to the contrary notwithstanding.
- 6.16 **Timely Payment From Pennsylvania State Funds.** Complete and accurate invoices submitted to the City, for which the City receives State reimbursement and for which the State funds have already been appropriated by the State for reimbursement to the City, shall be paid within thirty (30) days of receipt of the invoice.

ARTICLE VII: AUDITS; INSPECTION RIGHTS; RECORDS

- 7.1 **City Audit.** From time to time during the Initial Term and any Additional Term(s) of this Contract, and for a period of five (5) years after the expiration or termination of this Contract, the City may audit any and all aspects of Provider's performance under this Contract, including but not limited to its billings and invoices. Audits may be conducted by representatives, agents or contractors of the City, including the Department, or other authorized City representatives including, without limitation, the City Controller. If requested by the City, Provider shall submit to the City all vouchers or invoices presented for payment

pursuant to this Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review or audit by the City.

7.2 **Inspection.** All Services and Materials shall be subject to inspection and review by City, federal and state representatives, as may be applicable, or their designees, at the offices of Provider in the City, or in another location with the City's consent. Provider shall cooperate with all City, state and federal inspections and reviews conducted in accordance with the provisions of this Contract. Such inspection and review of Provider's Services and Materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with consumers, review of staffing ratios and job descriptions, and meetings with any of Provider's staff members who are either directly or indirectly involved in providing Services or Materials.

7.3 **Availability of Records.** Provider shall make available to the City at reasonable times during the Term of this Contract and for the period set forth in Section 7.4 (Retention of Records) below, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any authorized representative (including any agent or contractor and the City Controller) of the City, the Commonwealth Secretary of PA DHS or Auditor General, and any other federal and/or state auditors, as may be applicable.

7.4 **Retention of Records.** Provider shall retain all records, books of account and documentation pertaining to this Contract for a period of five (5) years following expiration or termination of this Contract; if, however, any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period.

7.5 **Independent Audit.**

(a) *Combined City contracts that total less than \$300,000 in a fiscal year.* If requested by the City, Provider shall submit to the City an Independent Audit Report that is acceptable to the City and prepared and certified by a Certified Public Accountant (CPA) acceptable to the City. The Independent Audit Report shall be prepared in accordance with the following audit requirements:

(1) Provider shall submit a separate audit for each individual entity that contracts with the City. An individual entity includes each

entity with a distinct taxpayer identification number or social security number, or employer identification number. It is intended that this requirement be followed in addition to any other requirements of: the law, other regulatory bodies, or other financial statement presentations.

- (2) The basic financial statements to be filed will include: the Statement of Financial Position, the Statement of Activities, the Statement of Cash Flows and the Statement of Functional Revenue and Expenses by Contract number and Program name.
 - (3) Provider shall ensure that a final audit of the financial transactions relating to each City contract shall be performed in compliance with all requirements of the Subrecipient Audit Guide, which is incorporated in this Contract by reference. This audit shall verify that all invoiced costs are actual, authorized and eligible for reimbursement in accordance with each City contract's requirements.
 - (4) Provider agrees to make full and prompt refund to the City of amounts of money which result from audit exceptions due to Provider's performance hereunder, or result from non-compliance with Applicable Law and this contract, including, without limitation, the Contract Cost Principles.
 - (5) The City reserves the right to disallow fees paid by Provider for audit services under this contract if the final audit report is not submitted in the manner and within the time frame prescribed in this Section or if subsequent review of audit work papers discloses deficiencies in required performance.
 - (6) Provider shall submit all audit documentation, as described above, pertaining to this Contract no later than one hundred twenty (120) days after the end of the Term of this Contract, unless a different time is approved, in writing, in accordance with City's audit policies, which are incorporated in this contract by reference. Provider's failure to submit the audit documentation in the time required shall be a basis for withholding processing of invoices for payment, and other remedies the City has at its discretion in accordance with this contract and the City's audit policies.
- (b) *Combined City contracts that total \$300,000 or more in a fiscal year.* Provider shall submit to the City an Independent Audit Report that is acceptable to the City and prepared and certified by a Certified Public Accountant (CPA) acceptable to the City. The Independent Audit Report shall be prepared in accordance with the following audit requirements:

- (1) Provider shall submit a separate audit for each individual entity that contracts with the City. An individual entity includes each entity with a distinct taxpayer identification number or social security number, or employer identification number. It is intended that this requirement be followed in addition to any other requirements of: the law, other regulatory bodies, or other financial statement presentations.
- (2) The basic financial statements to be filed will include: the Statement of Financial Position, the Statement of Activities, the Statement of Cash Flows and the Statement of Functional Revenue and Expenses by Contract number and Program name.
- (3) Provider shall ensure that an audit of the financial transactions relating to each City contract shall be performed.
 - a) As applicable, the audit shall be in compliance with all requirements of the Subrecipient Audit Guide, which is incorporated in this contract by reference. This includes Department specific required disclosures and schedules. This audit shall verify that all invoiced costs are actual, authorized and eligible for reimbursement in accordance with this contract's requirements.
 - 1) When the combined total of all City contracts with the Provider is greater than \$300,000 but the combination of all federal and state funds received by the Provider, from all sources, is less than \$500,000, the Provider must provide a financial audit in accordance with generally accepted auditing standards. Specifically, the report shall contain a Balance Sheet, Statement Of Activities And Changes In Net Assets, and A Statement Of Cash Flows.
 - 2) When the combined total of all funds received by the Provider from the federal and state governments, from all sources, are equal to or greater than \$500,000, the Provider must provide a financial audit in accordance with generally accepted government auditing standards (Yellow Book Audit), regardless of the combined total of all City contracts. Specifically, the report shall contain a Balance Sheet, Statement Of Activities And Changes In Net Assets, and A Statement Of Cash Flows. In addition, there must be an opinion given on Internal Control Over Financial Reporting.

- 3) When the combined total of all funds received by the Provider from the federal government, from all sources, is equal to or greater than \$750,000, the Provider must provide a Single Audit in accordance with the United States Code of Federal Regulations Title 2 (2 CFR).
- b) Providers shall adhere to all other auditing requirements imposed by state and/or federal legislation and regulation, including but not limited to audit submission timelines, on funding source(s) that provider receives through this contract, if the funding source(s) are comprised of state and/or federal funds.
- (4) Provider agrees to make full and prompt refund to the City of amounts of money which result from audit exceptions due to Provider's performance hereunder, or result from non-compliance with Applicable Law and this contract, including, without limitation, the Contract Cost Principles.
- (5) The City reserves the right to disallow fees paid by Provider for audit services under this contract if the final audit report is not submitted in the manner and time frame prescribed in this Section or if subsequent review of audit work papers discloses deficiencies in required performance.
- (6) Provider shall submit all audit documentation, as described above, pertaining to this Contract no later than one hundred twenty (120) days after the end of the Term of this Contract, unless a different time is approved, in writing, in accordance with City audit policies, which are incorporated in this contract by reference. Provider's failure to submit the audit documentation in the time required shall be a basis for withholding processing of invoices for payment, and other remedies the City has at its discretion in accordance with this contract and the City's audit policies.

7.6 **Compliance Audit Reports.** If this Contract is funded in whole or in part with Commonwealth or federal funds, Provider must prepare and submit compliance audit reports to the Department as required under Applicable Law and any contracts pertinent to the Department's receipt of such funds.

7.7 **Program Records; Reporting Costs.**

- (a) **Reports Concerning Provider's Costs.** In addition to the financial and compliance audits, Provider shall (1) identify that part of its per diem rate or unit cost that is attributable to Services rendered; and (2) identify any

unallowable costs, as defined by Applicable Law, this Contract, and the Contract Cost Principles.

- (1) Providers of Title IV-E eligible services, regardless of their physical location, are required to provide complete, timely and accurate Title IV-E submissions.
 - a) Providers must secure approved Title IV-E rates for all eligible services as a condition of receiving full funding for Title IV-E services from DHS. If, after a reasonable timeframe (as determined by DHS), Provider has failed to secure approved Title IV-E rates, DHS may retroactively decrease payable per diems to the prior year's city portion of such per diems. If no prior year Title IV-E per diem rate was established, DHS reserves the right to establish a temporary city share rate until the Provider's Title IV-E package has been approved.
 - b) Title IV-E rate packages must include rates for all Out-of-Home Placement services provided to DHS. If DHS's contracted rates are greater than the projected per diem included in the Title IV-E rate packages, DHS's contracted rates shall be reduced to the Title IV-E rates.
- (b) **Purchase Category.** In reporting financial, program or Service information, Provider shall reflect costs by purchase category for each Service rendered under this Contract.
- (c) **Unallowable Costs; Third Party Funds.**
 - (1) In the calculation of unallowable costs under Title IV-E, this Contract, or the City of Philadelphia Contract Cost Principles and Guidelines, contributed Services are to be used to offset unallowable costs before computing the unreimbursed amount which Provider will report to the City.
 - (2) Unless otherwise required by the Department to obtain maximum reimbursement from any third party source, Provider agrees that third party funds received from a government funding source (which may be used to pay for costs incurred in providing a child welfare Service provided under this Contract) or third party donor restricted funds (which may be held for a specific child welfare Service provided under this Contract), shall be credited in the following manner:
 - a) first against unallowable costs; then,

- b) against the difference between the Actual Allowable Costs incurred by Provider and the per diem cost paid by the City for the Service; then,
- c) to reduce the payments otherwise required to be made by the City under this Contract, by applying the remaining funds to such costs on a percentage basis, calculated by dividing the cost for each Service under this Contract by the total cost of all Services provided under this Contract.

7.8 **Audits Pursuant to Section 6-400 of the Home Rule Charter.** Any Provider that is an Agency, as defined in Section 6-400 of the Philadelphia Home Rule Charter, shall permit the City Controller to audit its affairs as authorized in Section 6-400 during the Initial Term or any Additional Term. Under Section 6-400, an Agency is any entity that receives funds from the City, and either a) is created by, or whose board of directors is in whole or part appointed by, one or more City officials or bodies; or b) is organized pursuant to legal authority granted to it by City ordinance.

ARTICLE VIII: ASSIGNMENT

8.1 **Assignment By Provider.** Provider shall not assign this Contract, or any part of this Contract, or delegate performance of this Contract (other than to its own work forces), without obtaining the prior written consent of the Commissioner or designee. The decision whether to consent to an assignment, the timing of consent (if any), and conditions to such consent, if any, shall each be at the City's sole discretion. Any consent to the assignment of any monies to be paid under this Contract shall not relieve Provider from the faithful performance of any of its obligations under this Contract or change any of the Terms and Conditions of this Contract. Any purported assignment in violation of this provision shall be void and of no effect. The City's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the City to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 8.1 (Assignment by Provider), an assignment includes the acquisition of the Provider, or a controlling interest therein, through a sale of stock, assets, or otherwise; a corporate or other merger; and the appointment of a receiver or bankruptcy trustee; and the transfer of this Contract or of control of Provider in any bankruptcy or other insolvency proceeding.

8.2 **Applicability in Case of Bankruptcy or Insolvency.** A receiver or trustee of or for Provider in any federal or state bankruptcy, insolvency or other proceeding concerning Provider shall comply with the requirements set forth in Section 8.1 (Assignment by Provider) above.

- 8.3 **Personal Services.** Provider acknowledges that the Services and Materials are the personal services of Provider and the City shall have no obligation to accept performance by a third party without the Commissioner's or designee's prior and express written consent.

**ARTICLE IX: INDEPENDENT CONTRACTOR; INDEMNIFICATION;
LITIGATION COOPERATION**

- 9.1 **Independent Contractor.** Provider is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Provider nor its agents, employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.
- 9.2 **Indemnification.** Provider shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any breach of this Contract, loss of data, data security breach, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).
- 9.3 **Litigation Cooperation.** If, at any time, the City becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Materials provided under this Contract, the resolution of which requires the Services or cooperation of Provider, and Provider is not otherwise obligated to indemnify and defend the City pursuant to the provisions of Section 9.2 (Indemnification) above, Provider agrees to provide such Services and to cooperate with the City in resolving such claim or litigation as Additional Services and Materials under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above and require any Subcontractors to abide to this Section 9.3.
- 9.4 **Notice of Claims.** If Provider receives notice of a legal claim against it in connection with this Contract, Provider shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, within ten (10) business days of receipt of notice of the claim, to the Commissioner.

ARTICLE X: INSURANCE

10.1 **Insurance.** Unless otherwise approved by the City’s Risk Manager in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider’s performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the Responsible Official and the City’s Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. Coverage shall also include sexual abuse/molestation coverage. As outlined in Section 10.3, Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

(a) **Workers' Compensation and Employers' Liability.**

- (1) Workers' Compensation: Statutory Limits
- (2) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other states insurance including Pennsylvania.

(b) **General Liability Insurance.**

Limits of Liability:

- (1) For all Out-of-Home service categories, including, but not limited to, day treatment and day care centers: Two million dollars (\$2,000,000.00) per occurrence;
- (2) For all in-home service categories: One million dollars (\$1,000,000.00) per occurrence;

Coverage:

- (1) Premises operations;
- (2) Blanket contractual liability;
- (3) Personal injury liability;
- (4) Products and completed operations;
- (5) Independent contractors;
- (6) Employees and volunteers as additional insureds;
- (7) Cross liability;
- (8) Broad form property damage (including completed operations); and
- (9) Sexual abuse/molestation.

(c) **Automobile Liability Insurance.**

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

(d) **Professional Liability Insurance.**

- (1) Health Care Providers subject to the Medical Care Availability and Reduction of Error (MCARE) Act, as amended:
 - a) Hospital and Nursing Homes including officers and employees: \$1,000,000 each occurrence, \$4,000,000 annual aggregate.
 - b) Individuals and Professional Corporations: \$1,000,000 each occurrence; \$3,000,000 annual aggregate.
- (2) All Health Care and Human Services Providers not subject to the MCARE Act, as amended: \$1,000,000 each occurrence; \$3,000,000 annual aggregate.
- (3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Agreement shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

10.2 **Self-Insurance.** Provider may not self-insure any of the coverages required under this Contract without the prior written approval of the Commissioner and the City's Risk Manager. In the event that Provider wants to self-insure any of the coverages listed above, it shall submit to the Commissioner and the City's Risk

Manager, prior to Provider's commencement of Services or delivery of any Materials hereunder, a certified copy of Provider's most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the Commissioner or the City's Risk Manager. In the event the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Term of this Contract, Provider self-insures its professional liability or workers' compensation and employers' liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Contract by Provider to the City, or to limit Provider's liability under this Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

- 10.3 **Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted, indicate that the City of Philadelphia, its officers, employees and agents are named as additional insureds and that coverage is included for sexual abuse/molestation. The original certificates of insurance and a copy of Provider's current sexual abuse/molestation endorsement must be submitted to the City's Risk Manager at the following address:

The City of Philadelphia
Office of the Director of Finance
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1705).

A copy of the certificates of insurance shall be submitted to the Commissioner at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's

Risk Manager at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to Provider.

- 10.4 **Fidelity Bond.** When required by the City, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Contract, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars (\$10,000) or (b) the amount specified in the Provider Agreement, covering Provider's employees who have financial responsibilities related to the receipt and disbursement of funds under this Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) ten thousand dollars (\$10,000) or (b) the amount specified in the Provider Agreement. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services in conformity with the requirements of Section 10.3 (Evidence of Insurance Coverage) above.

**ARTICLE XI: OWNERSHIP OF MATERIALS; PROPRIETARY INFORMATION;
CONFIDENTIALITY**

- 11.1 **City Data.** Except as may be provided otherwise in the section of the Provider Agreement dealing with exceptions to these General Provisions, "City Data" shall include: any and all records, documents, and data furnished by the City to Provider in relation to the work required under the Contract; and all Deliverables, Materials, other work product(s), and items of work created by Provider as part of, or to perform work required under, the Contract. "City Data" shall not, however, include any information which: was known to Provider, prior to the commencement of its performance of the Contract, free of any obligation to keep it confidential; is proprietary to Provider; was generally known to the public at the time of receipt by Provider, or becomes generally known to the public through no act or omission of Provider; or was independently developed by Provider, unrelated to work performed for the City, and without knowledge or use of any information obtained from the City.

11.2 **Ownership of Materials.**

- (a) Subject to Applicable Law, all Materials shall be the sole and absolute property of the City and the City shall have title thereto and unrestricted use thereof. To the extent that any Materials relating to this Contract developed by or for Provider embody a copyrightable work, including, but not limited to, a "compilation" as that term is used in 17 U.S.C. §101, as amended from time to time, the City and Provider agree that such copyrightable work(s) shall be considered as one or more "works made for hire" by Provider for the City, as that term is used in 17 U.S.C. §§101 and 201(b), as amended from time to time. To the extent that any Materials

relating to this Contract developed by or for Provider embody one or more copyrightable works but are neither a "compilation" nor any other form of "work made for hire," Provider hereby assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to the City. Provider shall cause all Materials developed or produced by Provider and any Subcontractor in connection with this Contract which embody a copyrightable work to bear the following designation: "© ____ The City of Philadelphia" [complete then current year in blank line].

- (b) Without limitation of the foregoing, and in order to ensure continuity of care, medical records may be retained in the custody and control of Provider. The City shall be allowed unlimited access to all medical records, and if copies are required they shall be made at Provider's expense.
- (c) Provider shall make available to the City, upon the City's request, a copy of any Materials prepared by or for Provider in performance of this Contract, at no cost to the City.
- (d) All computer programs, tapes and software developed under this Contract shall be compatible with specifications set by the Department.
- (e) Provider hereby grants, and shall require its Subcontractors to grant, to the City a royalty-free, nonexclusive and irrevocable right to publish, translate, reproduce, deliver, perform and authorize others to do so, all studies, media, curricula, reports and other Materials not owned by the City under this Contract but which relate to the performance of the Services, Materials or this Contract; provided, however, that Provider shall not be required to grant such right to the City with respect to any Materials for which Provider would be liable to pay compensation to third parties because of such grant.
- (f) If federal or Commonwealth funds are used for the development of new software or for modifications of software, the Provider hereby grants to the Commonwealth of Pennsylvania and the federal government a royalty-free, nonexclusive and irrevocable license. Said license shall include the rights to reproduce, publish, or otherwise use, and to authorize others to use for State and Federal Government purposes, including software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. Said license shall apply except when in the case that the software purchase is of proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public.

- 11.3 **Non-Disclosure and Destruction of Data.** Provider and its employees, agents, Subcontractors, suppliers, and any person or entity acting on its behalf (i) will maintain in strict confidence all City Data; (ii) will not, without the City's written permission, issue, divulge, disclose, publish, communicate, or distribute any City Data to any person or entity except as may be strictly necessary to perform under the Contract; (iii) will not, without the City's written permission, in any way use any City Data for their businesses, research, or other advantage or gain (except as may be strictly necessary to perform under the Contract), including, without limitation, any use of City Data in any presentation, demonstration, or proposal to perform work, to the City or to others, that may be conducted or created as part of their business activities or otherwise; and (iv) except as required by Applicable Law, will immediately upon termination of the Contract return all City Data to the City, destroy any and all copies of any City Data that are in their possession, whether on paper or in electronic or other form and, if requested by the City in writing, will certify in writing that there has been full compliance with this section.

ARTICLE XII: EVENTS OF DEFAULT

- 12.1 **Events of Default.** Each of the following shall be an Event of Default by Provider under this Contract:
- (a) Failure by Provider to comply with any provision of this Contract;
 - (b) Occurrence of an Event of Insolvency with respect to Provider;
 - (c) Falseness or inaccuracy of any warranty or representation of Provider contained in this Contract or in any other document submitted to the City by Provider;
 - (d) Misappropriation by Provider of any funds provided under this Contract or failure by Provider to notify the City upon discovery of any misappropriation;
 - (e) A violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Provider, or any of its directors, employees, or agents (1) directly or indirectly relating to this Contract or the Services or Materials provided under this Contract, whether or not such offense is ultimately adjudged to have occurred; or (2) which adversely affects the performance of this Contract; or (3) in any factual circumstances bearing any substantial similarity to any of the Services under this Contract;
 - (f) Indictment or other issuance of formal criminal charges against Provider, its directors, employees or agents for any criminal offense or any other violation of Applicable Law directly relating to this Contract or Services or Materials, in any factual circumstances bearing any substantial

similarity to any of the Services under this Contract or which otherwise adversely affects Provider's performance of this Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred;

- (g) Debarment or suspension of Provider or any agent, employee or Subcontractor of Provider under federal, state or local law, rule or regulation; and/or
- (h) Any act, omission, or misrepresentation which renders Provider ineligible for a City contract or renders the contract voidable under Philadelphia Code Chapter §17-1400.

12.2 **Notice and Cure.** The City agrees that the City will not exercise any right or remedy provided for in Section 13.1 (The City's Remedies) below because of any Event of Default unless the City has first given written notice of the Event of Default to Provider, and Provider, within a period of ten (10) days thereafter, or such additional cure period as the City may authorize, shall have failed to correct the Event of Default; provided, however, that no such notice from the City shall be required nor shall the City permit any period for cure if:

- (a) Provider has temporarily or permanently ceased providing Services and/or Materials;
- (b) The Event of Default creates an emergency which requires, as determined by the City in the City's sole discretion, immediate exercise of the City's rights or remedies;
- (c) The City has previously notified Provider in the preceding twelve (12) month period of any Event of Default under this Contract;
- (d) An Event of Default occurs as described in 12.1(b), (c), (d), or (f) above; or
- (e) Provider has failed to obtain or maintain the insurance or any bond required under this Contract.

Nothing contained in this Section shall limit the City's rights under Article XIII (Remedies) below.

ARTICLE XIII: REMEDIES

13.1 **The City's Remedies.**

- (a) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 12.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without

further notice to or demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:

- (1) perform (or cause a third party to perform) this Contract, in whole or in part, including, without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by the City. Provider shall be liable to the City for all sums paid by the City and all expenses incurred by the City (or a third party) pursuant to this Section 13.1, together with interest at a rate equal to the Prime Rate as set by First Union National Bank or its successors, plus five (5) percent, provided, however, such interest rate and expense shall not exceed the highest legal rate permitted in the Commonwealth of Pennsylvania thereon from the date the City or its agent incurs such costs. The City shall not in any event be liable for inconvenience, expense or any other damage (including, but not limited to, consequential damages or lost profits) incurred by Provider by reason of the City's performance or paying such costs or expenses, and the obligations of Provider under this Contract shall not be altered or affected in any manner by the City's exercise of its rights under this Section 13.1 (The City's Remedies);
 - (2) withhold payment of, or offset against, any funds payable to or for the benefit of Provider;
 - (3) collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of Provider;
 - (4) exercise any other right the City has or may have at law, in equity, or under this Contract.
- (b) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 12.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without waiving or releasing Provider from any of its obligations under this Contract, terminate or suspend this Contract in whole or in part, as set forth more fully in Article XIV (Transition, Termination, and Suspension) below. In the event of partial termination or suspension, Provider shall continue the performance of this Contract to the extent not terminated or suspended.
- (c) The Services and Materials purchased from Provider are unique, personal in nature and not otherwise readily available. Accordingly, Provider acknowledges that, in addition to all other remedies to which the City is entitled, the City shall have the right, to the fullest extent permitted under Applicable Law, to enforce the terms of this Contract without limitation, by a decree of specific performance or by injunction restraining a

violation, or attempted or threatened violation, of any provision of this Contract.

- 13.2 **Concurrent Pursuit of Remedies; No Waiver.** The City may exercise any or all of the remedies set forth in this Article XIII (Remedies), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City’s rights in connection with this Contract. The rights and remedies of the City as described in this Article XIII (Remedies) and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

ARTICLE XIV: TRANSITION, TERMINATION AND SUSPENSION

- 14.1 **Transition.** As provided for in Section 2.1, this Contract shall not exceed the term period of one (1) year. However, the City shall have the right at any point, in either whole or in part, to transition the Services and Materials covered under this Contract to another contract. At least sixty (60) days notice of the need to transition the Services and Materials covered under this Contract will be provided with a transition start date and transition end date.

- 14.2 **Termination or Suspension.** In addition to its rights under Articles VI (Compensation) and XIII (Remedies) above, the City shall have the right, in either whole or in part, to terminate this Contract or suspend Provider’s performance under this Contract at any time during the Initial Term or any Additional Term(s) of this Contract, for any reason, including, without limitation, the convenience of the City. If this Contract is terminated, the City shall issue a written Termination Notice, which shall set forth the effective date of the termination. If this Contract is suspended, the City shall issue a written Suspension Notice, which shall set forth the effective date of the suspension.

14.3 **Provider Responsibilities Upon Transition, Termination or Suspension.**

- (a) Upon the City’s transmission of a Transition Notice, Termination Notice or a Suspension Notice under any provision of this Contract, Provider and its agents, employees and Subcontractors, shall
 - (1) take immediate action in an orderly manner to discontinue Services and Materials, and demobilize work forces to minimize the incurrence of costs; and
 - (2) upon request by the City by notice to Provider, collect, assemble and transmit to the City all Materials in such state of completion as may exist as of the effective date of the transition, termination or suspension. All such Materials shall be clearly labeled and indexed to the satisfaction of the Commissioner and delivered to

the Commissioner by Provider on or before the date for delivery of the Materials set forth in the Transition Notice, Termination Notice or Suspension Notice or, if no such date is set forth in the Termination Notice or Suspension Notice, then before the effective date of termination set forth in the Transition Notice, Termination Notice or Suspension Notice. Provider waives and releases any and all right to any retaining or charging liens or similar right or remedy in favor of Provider.

- (b) The City's transition, termination or suspension of this Contract shall not affect any obligations or liabilities of either Party accruing prior to the effective date of such termination or suspension.
- (c) There shall be no liability, cost or penalty to the City (including, but not limited to, consequential damages or lost profits) for transition, termination or suspension of this Contract.

14.4 Payment of Provider upon Transition, Termination or Suspension.

- (a) Upon termination or suspension of this Contract by the City for an Event of Default, Provider shall be entitled to payment of such an amount, to be determined by the City and subject to audit, as shall compensate it for the work satisfactorily performed prior to the termination date; provided, however, that:
 - (1) no allowance shall be included for termination expenses or for anticipated profits, unabsorbed or under absorbed overhead, or unperformed Services and Materials not satisfactorily delivered; and
 - (2) the City shall deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of the City as may be incurred or result from such termination for an Event of Default.
- (b) In the event of transition, termination or suspension of this Contract by the City for the City's convenience, Provider shall be paid such an amount as shall compensate Provider for the portion of the Services satisfactorily performed and Materials satisfactorily delivered prior to the date of transition, termination or suspension. The City shall not pay Provider any amount for Provider's transition, termination or suspension expenses or anticipated profits, unabsorbed or underabsorbed overhead, or unperformed Services and Materials not satisfactorily delivered.

- 14.5 **Special Suspension Rules.** Suspension of Provider's performance under this Contract after an Event of Default shall not constitute a waiver or release of any liability of Provider for such Event of Default or any of the City's damages or other remedies arising out of such Event of Default; nor shall such suspension be deemed an election of remedies in derogation of any other remedy. Provider acknowledges that the City shall have the right, at its sole discretion, to suspend Provider's performance in the event City Council or the Commonwealth of Pennsylvania does not appropriate funds for the performance of this Contract. In the event that the City issues a Suspension Notice to Provider, such suspension shall continue from the effective date specified in the Suspension Notice until a date specified in the Suspension Notice which shall be not more than one hundred eighty (180) days after the effective date or the date of judgment in any pending trial, whichever is later (such period, the "Suspension Period"). On or prior to the expiration of the Suspension Period, the City shall either terminate this Contract by giving a Termination Notice pursuant to Section 14.2 (Termination or Suspension) above, or by notice to Provider, instruct Provider to resume the delivery of Services and Materials pursuant to this Contract upon the expiration of the Suspension Period. After issuing a Suspension Notice, the City shall pay any invoices submitted by Provider for Services rendered prior to the commencement of the Suspension Period or otherwise payable by the City to Provider under this Contract, subject to all of the City's rights and remedies against Provider, including but not limited to, its rights of set off and its right to review and accept Services and Materials prior to payment therefor.

ARTICLE XV: ADDITIONAL REPRESENTATIONS AND COVENANTS OF PROVIDER RELATING TO CERTAIN APPLICABLE LAWS

In addition to the representations, warranties and covenants made by Provider in Article IV, Provider further represents, warrants and covenants that, to the extent of their applicability to Provider, Provider is in compliance with the laws, ordinances, regulations and executive orders described below. By executing this Contract, Provider thereby certifies to such compliance. Provider further certifies that the representations, warranties, and covenants provided pursuant to this Article shall continue to remain true throughout the Term of this Contract or any other period of time required by such laws. In the event said representations, warranties, and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty, or covenant is untrue or inaccurate. The provisions of this Article are not intended to limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all Applicable Law.

- 15.1 **Non-Discrimination; Fair Practices.** This Contract is entered into under the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and the Mayor's Executive Order No. 04-86 (the "Executive Order"), as they may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. Nor shall Provider discriminate or permit

discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familiar status, genetic information or domestic or sexual violence victim status, Human Immunodeficiency Virus (HIV) infection, or engage in any other act or practice made unlawful under the Charter, Chapter 9-1100, the Executive Order, or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of any breach of this Section 15.1 (Non-Discrimination; Fair Practices), the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

15.2 **Chapter 17-400 of the Philadelphia Code: Exclusionary Private Organizations.**

(a) In accordance with Chapter 17-400 of the Code, Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the applicability of Articles XII (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(b) Provider agrees to cooperate with the Commission on Human Relations of the City in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Code. Provider’s failure to so cooperate shall constitute, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

15.3 **Executive Order 03-12: Minority, Woman and Disabled Business Enterprise Participation.** In accordance with Executive Order 03-12 (the “Antidiscrimination Policy”), the City, acting through its Office of Economic Opportunity (“OEO”), has established an antidiscrimination policy that relates to the solicitation and inclusion of Minority Business Enterprises (“MBE”), Woman Business Enterprises (“WBE”), and Disabled Business Enterprises (“DSBE”)

(collectively, "M/W/DSBE") in City contracts. The purpose of this Antidiscrimination Policy is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City's procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City contracts at all tiers of contracting, as prime contractors, Subcontractors and joint venture partners. In furtherance of this policy, the City will, from time to time, establish participation ranges for City Contracts and City Related Special Projects. Provider agrees to comply with the requirements of the Antidiscrimination Policy, and where participation ranges are established by OEO, Provider agrees, without limitation, to submit documentation responsive to each of the participation ranges established for the Contract.

- (a) **General Requirements.** In furtherance of the purposes of the Antidiscrimination Policy, Provider agrees to the following:
- (1) Provider, if it has achieved participation commitments with M/W/DSBEs, represents that it has entered into legally binding agreement(s) with M/W/DSBEs as participants under this Contract ("Participant Agreement(s)") for the services and in the dollar amount(s) and percentage(s) as specified in the M/W/DSBE Participation Exhibit to this Contract (the "Contract Commitment(s)").
 - (2) Provider shall secure the prior written approval of the Office of Economic Opportunity ("OEO"), before making any changes or modifications to any Contract Commitments made by Provider herein, including, without limitation, substitutions for its MBEs, WBEs and/or DSBES, changes or reductions in the services provided by its M/W/DSBE Subcontractors, or changes or reductions in the dollar and/or percentage amounts paid to its M/W/DSBE Subcontractors.
 - (3) Unless otherwise specified in a Participant Agreement as described in (a) (1) above, Provider shall, within five (5) business days after receipt of a payment from the City for work performed under the Contract, deliver to its M/W/DSBE Subcontractors the proportionate share of such payment for services performed by its M/W/DSBE Subcontractors. In connection with payment of its M/W/DSBE Subcontractors, Provider agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.
 - (4) Provider shall, in the event of an increase in units of work and/or compensation under the Contract, increase its Contract Commitment(s) with its M/W/DSBE Subcontractors proportionately, which increase shall be reflected in the Participant

Agreement(s). OEO may from time to time request documentation from Provider evidencing compliance with this provision.

- (5) Provider shall submit, within the time frames prescribed by the City, any and all documentation the City may request, including, but not limited to, copies of Participant Agreements, participation summary reports, M/W/DSBE Subcontractor invoices, telephone logs and correspondence with M/W/DSBE Subcontractors, cancelled checks and certification of payments. Provider shall maintain all documentation related to this Section for a period of five (5) years from the date of Provider's receipt of final payment under the Contract.
- (6) Provider agrees that the City may, in its sole discretion, conduct periodic reviews to monitor Provider's compliance with the terms of this Antidiscrimination Policy.
- (7) Provider agrees that in the event the City determines that Provider has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:
 - a) Debar Provider from proposing on and/or participating in any future contracts for a maximum period of three (3) years.
 - b) Recover as liquidated damages, i.e., without institution of a civil lawsuit, one percent (1%) of the total dollar amount of the Contract, which amount shall include any increase by way of amendments to the Contract, for each one percent (1%) (or fraction thereof) of the shortfall in Contract Commitment(s) to Provider's M/W/DSBE Subcontractors.
- (8) No privity of contract exists between the City and any M/W/DSBE Subcontractor identified herein and the City does not intend to give or confer upon any such M/W/DSBE Subcontractor(s) any legal rights or remedies in connection with the Subcontracted services pursuant to the Antidiscrimination Policy or by reason of this Contract except such rights or remedies that the M/W/DSBE Subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party. The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as

a waiver of any of the City's rights in connection with this Contract nor shall it give rise to actions by any third parties including identified M/W/DSBE Subcontractors.

(b) **Special Requirements Applicable to Non-Profit Providers.** In the event the Provider is a non-profit, the Contract may not be subject to M/W/DSBE participation ranges, but Provider shall demonstrate its compliance with the Antidiscrimination Policy in the following manner:

- (1) Provide to the OEO annually, a written diversity program identifying the race, gender and ethnic composition of its board of directors, its employment profile, a list of all vendors that the non-profit does business with in its M/W/DSBE procurement program (e.g., "M/W/DSBE Supplier Diversity Program") and a statement of the geographic area(s) where its services are most concentrated; and
- (2) Demonstrate, to the OEO's satisfaction, that the non-profit's organization makes appropriate efforts to maintain a diverse workforce and board of directors and operates a fair and effective M/W/DSBE procurement program.

(c) **Criminal Liability for Fraudulent or False Statements.** It is understood that false certification or representation made in connection with this Antidiscrimination Policy may be subject to prosecution under Title 18 Pa.C.S. Sections 4107.2 and 4904.

15.4 **Federal Laws.** Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. Section 794), the Age Discrimination Act of 1975, (42 U.S.C. Sections 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

15.5 **Americans With Disabilities Act.** Provider understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from providing Services or Materials under this Contract. By executing and delivering this Contract, Provider covenants to comply with all provisions of the Americans With Disabilities Act (the "ADA"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, Services, Materials, activities, facilities and programs provided in connection with this Contract; (c) to the City, or the Commonwealth of Pennsylvania; (d) to the benefits, services, activities, facilities

and programs of the City or of the Commonwealth; and (e) if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its funds, benefits, services, activities, facilities and programs applicable to this Contract. Without limiting the applicability of the preceding sentence, Provider shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

15.6 **Northern Ireland.**

- (a) In accordance with Section 17-104 of the Code, Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) (1) confirms that it does not have, and agrees that it will not have at any time during the Term of this Contract (including any extensions of the Term), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (2) agrees that no product to be provided to the City under this Contract will originate in Northern Ireland, unless Provider has implemented the fair employment principles embodied in the MacBride Principles.
- (b) In the performance of this Contract, Provider agrees that it will not use any suppliers, Subcontractors or subconsultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (2) who will provide products originating in Northern Ireland unless said supplier, subconsultant or Subcontractor has implemented the fair employment principles embodied in the MacBride Principles.
- (c) Provider agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of the Code. Provider expressly understands and agrees that any false certification or representation in connection with this Section 15.6 (Section 17-104 of the Code) and any failure to comply with the provisions of this Section 15.6 (the Section 17-104 of the Code) shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law (including, but not limited to, Section 17-104 of the Code) or in equity. In addition, Provider understands that false certification or representation is subject to prosecution under Title 18 Pa. C.S. Section 4904.

15.7 **Limited English Proficiency.** Provider understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to

Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Provider shall comply with all provisions of Title VI of the Civil Rights Act of 1964, Executive Order No. 12250 of the President of the United States, publication of the Mayor of the City of Philadelphia's Executive Order entitled, "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Provider, (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Provider shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

- 15.8 **Business, Corporate and Slavery Era Insurance Disclosure.** In accordance with Section 17-104 of the Code, the Provider, after execution of this Contract, will complete an affidavit certifying and representing that the Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) has searched any and all records of the Provider or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The Provider expressly understands and agrees that any false certification or representation in connection with this Section and/or any failure to comply with the provisions of this Section shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of the Code) or equity and the Contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S. Section 4904.

15.9 **Protected Health Information**

- (a) The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has

designated certain departments and units of the City as health care components that must comply with HIPAA ("Covered Components"). The Covered Components of the City as of April 1, 2017 include: Ambulatory Health Services (a unit of the Philadelphia Department of Public Health ("PDPH")); the Philadelphia Nursing Home (a unit of PDPH); the Sexually Transmitted Disease Control Program (a unit of PDPH); the Philadelphia Public Health Laboratory (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Office of Behavioral Health and Intellectual disAbility Services. This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Section 15.9.

- (b) To the extent (1) this Contract is entered into by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the Contract is a Covered Component), and (2) Provider is a "Business Associate" of the City, as defined in 45 CFR §160.103, Provider shall comply with the City's Terms and Conditions Relating to Protected Health Information ("City PHI Terms") posted on the City's website (at <https://secure.phila.gov/eContract/> under the "About" link). The City PHI Terms are hereby incorporated in this Section 15.9 as if fully set forth herein. (A printed version of the City PHI Terms, in the City's sole discretion, also may be attached to this Contract.)

15.10 **Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century**

Minimum Wage and Benefits Standard

- (a) Provider is a "Service Contractor" in that by virtue of entering into this Contract, Provider has entered into a "Service Contract," as those terms are defined in Section 17-1300 of the Code. Any Subcontract between Provider and a Subcontractor to perform work related to this Contract is a "Service Contract" and such Subcontractors are also "Service Contractors" for purposes of Chapter 17-1300 as are any Subcontract and Subcontractor at any tier providing Services under this Contract. (Chapter 17-1300 is accessible at <http://www.amlegal.com/library/pa/philadelphia.shtml>.) If such Service Contractor (Provider or any Subcontractor at any tier) is also an "Employer," as that term is defined in § 17-1302 of the Code (more than 5 employees), and further described in § 17-1303 of the Code, then absent a waiver, during the Initial Term and any Additional Term, in addition to any applicable state and federal requirements, Provider shall

provide, and shall enter into Subcontracts and otherwise cause any Subcontractors at any tier that are also Service Contractors to provide their respective covered Employees (persons who perform work for a covered Employer that arises directly out of a Service Contract), with at least the minimum wage standard and minimum benefits standard, and required notice thereof, stated in Applicable Law and in Chapter 17-1300 of the Code. A summary of the current requirements is as follows:

(1) **Minimum Wage**

Commencing as of January 1, 2016, for wages to be provided on and after January 1 of each year during which the Initial Term and any Additional Term is in effect, Provider, and any Subcontractor at any tier, shall provide their covered Employees with an hourly wage, excluding benefits, that is no less than the result of multiplying \$12 by the then current Consumer Price Index Multiplier (CPI Multiplier) as annually adjusted. For purposes of determining the minimum hourly wage required, the CPI Multiplier is calculated annually by the City's Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers All Items Index for Philadelphia, Pennsylvania, by the most recently published Consumer Price Index for all Urban Consumers (CPI-U). The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's website. As of January 1, 2017 that wage is \$12.10 per hour.

(2) **Minimum Benefits**

- (a) To the extent an Employer provides health benefits to any of its employees, then absent a waiver, during the Initial Term and any Additional Term, in addition to any applicable state and federal requirements, such Employer shall provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer; and
- (b) provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).

(3) **Change in Law**

- (c) Generally. Chapter 17-1300 of the Philadelphia Code requires that employers pay the higher of either: 150% of the federal minimum wage, or \$12 multiplied by the CPI Multiplier. To the extent a

change in law would require an increase in wages or benefits under Chapter 17-1300 (for example, an increase in the federal minimum wage to \$9.00/hour, which would increase the required City minimum wage to \$13.50 due to the Chapter's requirement of 150% of the federal minimum wage), such new requirement will take effect only at the start of an Additional Term, if any, commencing on or after the date of the new legal requirement.

- (b) If covered, absent a waiver, Provider shall promptly provide to the City all documents and information as the City may require verifying its compliance, and that of all Service Contractors providing Services under the Contract, with the requirements of Chapter 17-1300. Each covered Service Contractor shall notify each affected Employee what wages and benefits are required to be paid pursuant to Chapter 17-1300.
- (c) Absent a waiver, a Provider subject to Chapter 17-1300 shall comply with all of its requirements as they exist on the date when the Provider entered into this Contract with the City or into an amendment thereto. Provider shall take such steps as are necessary to notify its Subcontractors of these requirements, and to cause such Subcontractors to notify lower-tier Subcontractors that are Service Contractors of these requirements, including, without limitation, by incorporating this Section 15.10, with appropriate adjustments for the identity of the parties, in its Subcontracts with such Subcontractors. A Provider or Subcontractor at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a Subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Contract.
- (d) Without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, Provider's failure to comply, or the failure of Subcontractors at any tier to comply, with the requirements of Chapter 17-1300 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.
- (e) Provider's covered Employees shall be deemed third-party beneficiaries of Provider's representation, warranty, and covenant to the City under this Section 15.10 only, and the covered Employees of a Subcontractor at any tier that is also a covered Employer performing Services directly or

indirectly under a Subcontract at any tier shall be deemed third-party beneficiaries of their Employer's representation, warranty and covenant to Provider or such Subcontractors at any tier, as the case may be, under this Section.

- (f) The City may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code. An overview offering guidance on the applicability of, and requirements placed on City contractors and Subcontractors by Chapter 17-1300 of the Code is available on the City's website at <https://secure.phila.gov/eContract/> under the "About" link; see "Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors."

15.11 **Chapter 17-1400 of the Philadelphia Code: Contributions and Other**

Mandatory Disclosures.

- (a) Provider confirms on behalf of itself and its Subcontractor(s) that no contribution(s) have been made, and agrees that none shall be made during the Term of this Contract, and any Additional Term, by Provider, any Subcontractor, or any party from which a contribution can be attributed to the Provider or Subcontractor, that would render the Provider or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Code Sections 17-1404(1) and 17-1405; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render the Contract voidable at the City's option, and, as to contributions attributable to Provider, shall make the Provider liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to the Provider allowed under the Contract, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Section 15.11 (Contributions and Other Mandatory Disclosures), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Section 15.11 and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.
- (b) Provider shall, during the term of the Contract, and any Additional Term, and for one year thereafter, disclose any contribution of money or in-kind assistance the Provider, or any Subcontractor or Consultant utilized by

Provider in connection with this Contract, has made, or any individual or entity has made if such contributions can be attributed to Provider, or such Subcontractor or Consultant pursuant to the attribution rules of Section 17-1405, during such time period to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.

- (1) It shall not be a violation of Section 15.11(b) if Provider fails to disclose a contribution made by a Consultant because the Provider was unable to obtain such information from the Consultant, provided the Provider demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:
 - (a) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for the Contract, and before the Consultant communicated with a City department or office, official or employee on behalf of the Provider;
 - (b) Including in such agreement a provision requiring the Consultant to provide the Provider in a timely manner with all information required to be disclosed under the provisions of Chapter 17-1400 of the Code, and providing, in effect, that the agreement will be terminated by the Provider if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of the Provider as of the date of such termination;
 - (c) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit the Provider to comply with the provisions of Chapter 17-1400; and
 - (d) Invoking the termination provisions of the written agreement in a full and timely manner.
- (c) The Provider shall, during the Term of the Contract, an any Additional Term, and for one year thereafter, disclose the name and title of each City

officer or employee who, during such time period, asked the Provider, any officer, director or management employee of the Provider, or any Person representing the Provider, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any Person, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in Section 17-1401) given to any Person in response to any such request. The Provider shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.

- (d) The Provider shall, during the Term, and any Additional Term, of the Contract, disclose the name and title of each City officer or employee who directly or indirectly advised the Provider, any officer, director or management employee of the Provider, or any Person representing the Provider that a particular Person could be used by the Provider to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises. The Provider shall also disclose the date the advice was provided, and the name of such particular Person.
- (e) The disclosures required by Sections 15.11(b), (c) and (d) shall be made utilizing the online disclosure update process through Provider's eContract Philly account which can be accessed on the City's website at www.phila.gov/contracts by clicking on eContract Philly. Such disclosures shall be made within five (5) business days of the action or event requiring Provider to update its disclosures. In the case of updates to political contributions made by Provider required by Section 15.11(b), the attribution rules of Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of the Provider or of a Consultant. Provider is advised that any individual who submits an update on eContract Philly must be an authorized signatory of the Provider, authorized to make the required updated disclosures.
- (f) Reports generated automatically by the online process for the updated disclosures required by Sections 15.11(b), (c) and (d) will be automatically forwarded to the President and Chief Clerk of Council, and to the Mayor, Director of Finance, Procurement Department, and the Department of Records.

15.12 **Executive Order 10-16: Gifts.**

- (a) Pursuant to Executive Order 10-16, no City officer or employee may accept or receive a payment, subscription, advance, forbearance, rendering or deposit of money, services, entertainment, invitation, food, drink, travel, lodging or anything of value, unless consideration of equal or greater value is conveyed in return, from any person who, at time or within 12 months preceding the time a gift is received:
 - 1) Is seeking, or has sought, official action from the officer or employee;
 - 2) has operations or activities regulated by the officer's or employee's agency, department, office, board or commission, or, in the case of gifts to members of the Mayor's Cabinet, has operations or activities that are regulated by any agency, department, office, board or commission within the Executive and Administrative branch; or
 - 3) has a a financial or other substantial interest in acts or omissions taken by the officer or employee, which the officer or employee is able to substantially affect by his or her official action.
- (b) Additionally, no City officer or employee shall accept or receive a gift of any value from any person that engages in lobbying on behalf of a principal for economic consideration, and is registered as such, pursuant to the requirements of Section 20-1202 of The Philadelphia Code, including any attorney at law while engaged in lobbying.
- (c) Provider understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, Provider shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.
- (d) All City employees presented with gifts or gratuities as indicated in Executive Order 10-16 have been instructed to report these actions to the appropriate authorities. All Providers, who are solicited for gifts or gratuities by City employees are urged to report these incidents to the appropriate authorities, including but not limited to, the Office of the Inspector General.

15.13 **Chapter 17-1900 of the Philadelphia Code: Equal Benefits Ordinance.**

- (a) Unless Provider is a government agency, this is a “Service Contract” as that term is defined in Section 17-1901(4) of the Code. If the Service Contract is in an amount in excess of \$250,000, then pursuant to Chapter 17-1900 of the Code, Provider shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Section 19-1502(1)(b) of the Code, extend the same employment benefits the Provider extends to spouses of its employees to life partners of such employees. Provider certifies that (i) it is in compliance with the requirements of Chapter 17-1900, (ii) its employees have been notified of the employment benefits available to life partners pursuant to Chapter 17-1900, and (iii) such employment benefits are currently, or will be made available within the time required by Section 17-1902(2), or that the Provider does not provide employment benefits to the spouses of married employees.
- (b) Provider acknowledges and agrees that the following terms are included in this Contract:
- (1) Provider shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900 of the Code.
 - (2) Noncompliance by the Provider with the requirements of Chapter 17-1900 of the Code shall be a material breach of this Contract.
 - (3) Discrimination or retaliation by the Provider against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of this Contract.
 - (4) In addition to any other rights and remedies available to the City pursuant to this Contract at law or in equity, a material breach of this Contract related to Chapter 17-1900 may result in the suspension or debarment of Provider from participating in City contracts for up to three (3) years.
- (c) An overview offering guidance on the applicability of, and requirements placed on City contractors by Chapter 17-1900 of the Code is available on the City’s website (at <https://secure.phila.gov/eContract/> under the “About” link) (see “Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors”).

ARTICLE XVI: MISCELLANEOUS

- 16.1 **Governing Law.** This Contract shall be deemed to have been made in Philadelphia, Pennsylvania. This Contract and all disputes arising under this Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws.
- 16.2 **Amendments; Waiver.** Except as provided in Section 6.9 (Maximum Daily Rate, Days of Care or Units of Service) above, this Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties. Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of this Contract shall be deemed: (a) to be a waiver by that Party of any other provision in this Contract; (b) to be a waiver by that Party of any breach by the other Party of its obligations under this Contract; or (c) a course of conduct, dealing or performance with respect to any other matter arising hereunder. Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.
- 16.3 **Integration.** The Contract Documents forming this Contract, including the Provider Agreement and the General Provisions and the exhibits incorporated by reference therein, contain all the terms and conditions agreed upon by the Parties, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties (except to the extent specifically set forth herein). No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any Party or to vary any of the terms contained in this Contract.
- 16.4 **No Joint Venture.** The Parties do not intend to create, and nothing contained in this Contract shall be construed as creating, a joint venture arrangement or partnership between the City and Provider with respect to the Services or the Materials.
- 16.5 **No Third Party Beneficiaries.** Nothing in this Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any rights, remedies, or other benefits, including but not limited to third-party beneficiary rights, under or by reason of this Contract. This Contract shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of this Contract.

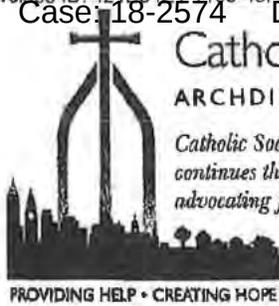
- 16.6 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- 16.7 **Severability and Partial Invalidity.** The provisions of this Contract shall be severable. If any provision of this Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Contract and the application of such provision to Persons, or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 16.8 **Survival.** Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract or are expressly stated as surviving or intended to survive, shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract, including without limitation: Provider's representations, warranties and covenants set forth in Article IV (Provider's Representations and Covenants) above; Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents as set forth in Section 9.2 (Indemnification) above; and the Parties' rights and obligations set forth in Article XI (Ownership of Materials; Proprietary Information; Confidentiality) above.
- 16.9 **Determination of Disputes.** Any dispute arising between the City and Provider under or with respect to either Party's covenants, obligations, powers, rights or duties under this Contract shall be submitted to and decided by the Commissioner or his or her designee. The Commissioner or his or her designee shall render and reduce to writing his or her decision, and furnish a copy to Provider by notice under this Contract. In connection with any dispute under this Contract, the Commissioner shall offer Provider an opportunity to offer evidence in support of its position concerning the subject matter of the dispute. This Section shall not be construed to limit the benefit to the City of Articles XII (Events of Default) or XIII (Remedies) above.
- 16.10 **Interpretation; Order of Precedence.** In the event of a conflict or inconsistency between the terms of the Contract Documents, the terms of the General Provisions shall govern, followed by the terms of the Provider Agreement, and lastly by any exhibit, attachment, or other document incorporated by reference into the Contract. The foregoing notwithstanding, the Provider Agreement may expressly supersede, create exception to, or otherwise modify the General Provisions by specific reference thereto in a section of the Provider Agreement created and labeled for such purpose.
- 16.11 **Headings.** The titles, captions or headings of Articles, Sections and Exhibits or schedules in this Contract are inserted for convenience of reference only; do not

in any way define, limit, describe or amplify the provisions of this Contract or the scope or intent of the provisions, and are not a part of this Contract.

- 16.12 **Statutory and other Citations.** All statutory or other citations of law referenced in the Contract shall refer to the statute referenced, as it may be amended or superseded from time to time.
- 16.13 **Days.** Any references to a number of days in this Contract shall mean calendar days unless this Contract specifies business days.
- 16.14 **Forum Selection Clause; Consent to Jurisdiction.** The Parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The Parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 5.1 Notice of the Provider Agreement.
- 16.15 **Waiver of Jury Trial.** Provider hereby waives trial by jury in any legal proceeding in which the City is a party and which involves, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship created or evidenced hereby. This provision is a material consideration upon which the City relied in entering into this Contract.
- 16.16 **Notices.** All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) on the date received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service); (c) on the date confirmed for receipt by facsimile if delivered by facsimile; (d) on the date of receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested; or (e) on the date confirmed for receipt by electronic mail if delivered by electronic mail. In each case notices shall be sent to the addresses set forth in Section 5.1 of the Provider Agreement, or to such other address as either Party may specify to the other by a notice complying with the terms of this Section 16.16.

16.17 **E-signatures**. DHS is increasing its administrative efficiency through the use of electronic signature technology.

- (a) **Technology Changes**. As updates become necessary, the Department will continue to notify providers of technology requirement changes through the use of the Department Extranet and/or any other established means of communication identified by the Department.
- (b) **Electronic Submissions**. Submission of electronic invoices and documents shall be considered binding and have the full and same effect as a signed paper submission. By submitting an invoice or document electronically Provider certifies that the information in that invoice or document is true and correct to the best of Provider's knowledge, information, and belief, and that the submission constitutes Provider's signature and certification as if it were physically written.
- (c) **Breach**. Failure to comply with any DHS e-signature technology requirements (including, but not limited to the use of www.phila.gov/contracts and eContract Philly) may result in a financial penalty and/or a finding that an Event of Default has occurred.



Catholic Social Services
 ARCHDIOCESE OF PHILADELPHIA

Catholic Social Services of the Archdiocese of Philadelphia continues the work of Jesus by affirming, assisting, and advocating for individuals, families and communities.

June 27, 2017

The Board of Catholic Social Services has granted approval for the following individuals to sign contracts.

James Amato Secretary for Catholic Human Services jamato@chs-adphila.org

Franz Fruehwald Chief Financial Officer ffruehwald@chs-adphila.org

Sincerely,

Gary Miller
 Controller

Compassion • Charity • Dignity • Justice • Excellence

Financial Affairs * 222 N. 17th Street * Philadelphia, PA 19103 * 215-587-3900 * 215-587-3867 (fax)

CONTRACT SUMMARY AND ENDORSEMENT							DATE	
TO THE LAW DEPARTMENT: The attached bid and award described below is referred to you for certification as to form, and where annual surety bond is on file, to have Contractor post satisfactory bond.								
CONTRACTOR Catholic Social Services				FINANCE CONTR. NO. 16 20030		LAW DEPT. NO. 16 20030 04		
				AMT. OF CONTRACT \$43,178,007.23		ANN. SURETY BOND		
DESCRIPTION Placement Services				PERIOD COVERED 7/1/2015 - 6/30/2018				
ENDORSEMENT								
OFFICE OF THE DIRECTOR OF FINANCE-ACCOUNTING DIVISION Examined: Pat Preston <i>PP 9-1-17</i> (For the Director of Finance) (Date)				OFFICE OF THE CITY CONTROLLER Examined: (For the City Controller) (Date)				
This contract approved as to availability of funds under the budget and appropriations pursuant to section 8-200 (2) (d) of the Home Rule Charter:								
<i>Alfred P. Halverson</i> (For the Director of Finance) (Date) <i>09-19-17</i>				 (For the City Controller) (Date)				
DOCUMENT NO.	ACCOUNT CODE						DEPARTMENT OR AGENCY	AMOUNT CHARGEABLE TO ACCOUNT
	FUND	DEPT	ELEMENT	SUB ELEMENT	CLASS			
						Previously Encumbered	\$23,022,293.80 ✓	
MDXX18000210 01	080	22	49	01	0290	HUMAN SERVICES	\$4,534,945.29	
MDXX18000210 02	080	22	49	01	0290	HUMAN SERVICES	\$133,513.41	
MDXX18000210 03	080	22	49	01	0290	HUMAN SERVICES	\$3,300,925.80	
MDXX18000210 04	010	22	49	01	0290	HUMAN SERVICES	\$1,051,791.92	
MDXX18000298 01	080	22	47	01	0290	HUMAN SERVICES	\$2,120,584.00	
MDXX18000298 02	080	22	47	01	0290	HUMAN SERVICES	\$105,936.00	
MDXX18000298 03	080	22	47	01	0290	HUMAN SERVICES	\$5,243,578.00	
MDXX18000298 04	010	22	47	01	0290	HUMAN SERVICES	\$2,939,717.00	
TOTAL:							\$42,453,285.02	
Partial Certification: Contract increased to \$43,178,007.23. Contract extended to 6/30/2018.								
<i>Amendment</i>							Page 1 of 1	

CONTRACT SUMMARY AND ENDORSEMENT						DATE	9/15/2017
TO THE LAW DEPARTMENT. The attached bid and award described below is referred to you for certification as to form, and where annual surety bond is on file, to have Contractor post satisfactory bond.							
CONTRACTOR Catholic Social Services				FINANCE CONTR. NO. 16 20030		LAW DEPT. NO. 16 20030 04	
				AMT. OF CONTRACT \$43,178,007.23		ANN. SURETY BOND	
DESCRIPTION Placement Services				PERIOD COVERED 7/1/2015 - 6/30/2018			
ENDORSEMENT							
OFFICE OF THE DIRECTOR OF FINANCE-ACCOUNTING DIVISION Examined: Pat Preston				OFFICE OF THE CITY CONTROLLER Examined:			
PP 09/15/17							
(For the Director of Finance)				(Date)		(For the City Controller)	
This contract approved as to availability of funds under the budget and appropriations pursuant to section 8-200 (2) (d) of the Home Rule Charter:							
O. J. Halpin P. Halpin				09-19-17			
(For the Director of Finance)				(Date)		(For the City Controller)	
DOCUMENT NO.	ACCOUNT CODE					DEPARTMENT OR AGENCY	AMOUNT CHARGEABLE TO ACCOUNT
	FUND	DEPT	ELEMENT	SUB ELEMENT	CLASS		
						Previously Encumbered	\$23,365,446.24 ✓
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MDXX16000054 02	080	22	47	01	0290	HUMAN SERVICES	(\$26,672.20) JE
MOXX16000054 03	080	22	47	01	0290	HUMAN SERVICES	(\$208,735.91) JE
MDXX16000054 04	010	22	47	01	0290	HUMAN SERVICES	\$10,633.65 JE
MDXX16000143 01	080	22	49	01	0290	HUMAN SERVICES	(\$36,811.93) JE
MDXX16000143 02	080	22	49	01	0290	HUMAN SERVICES	(\$1,083.75) JE
MDXX16000143 03	080	22	49	01	0290	HUMAN SERVICES	(\$36,739.31) JE
MDXX16000143 04	010	22	49	01	0290	HUMAN SERVICES	\$39,973.95 JE
TOTAL							\$23,022,293.80
Partial Certification. Contract increased to \$43,178,007.23. Contract extended to 6/30/2018.							



Certificate Of Completion

Envelope Id: 421E34E1110943FD947827B82F8F845C	Status: Completed
Subject: Contract #16-20030-04 Catholic Social Services 290 SAA (Corp)	
Source Envelope:	
Document Pages: 118	Signatures: 4
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 4	Envelope Originator:
AutoNav: Enabled	City of Philadelphia - Department of Human Services
Envelopeld Stamping: Enabled	City Hall, Room 215
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Philadelphia, PA 19107
	dhs.contractinitiation@phila.gov
	IP Address: 170.115.248.25

Record Tracking

Status: Original	Holder: City of Philadelphia - Department of Human Service	Location: DocuSign
8/15/2017 12:03:55 PM	dhs.contractinitiation@phila.gov	

Signer Events

James Amato
Jamato@chs-adphila.org
Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:
James Amato
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Timestamp

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Viewed: 8/15/2017 1:02:04 PM
Signed: 8/16/2017 12:41:46 PM

Using IP Address: 72.237.20.231

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ID: 5b7f6f70-14ba-4dd4-8743-90cc1f43b2ca

Franz Fruehwald
ffruehwald@chs-adphila.org
Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:
Franz Fruehwald
D426312AA4334D4

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Signed: 8/16/2017 1:47:38 PM

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Electronic Record and Signature Disclosure:
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ID: 1af965ac-0460-43dc-8d54-7d8ebc90dd1b

Terri Scarbo
Terri.Scarbo@phila.gov
Security Level: Email, Account Authentication (None)

Completed

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Viewed: 8/16/2017 2:00:24 PM
Signed: 8/16/2017 2:01:13 PM

Using IP Address: 170.115.248.24

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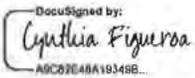
Crystal T. Espanol
Crystal.Espanol@phila.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Crystal T. Espanol
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Signed: 8/18/2017 10:04:54 AM

Using IP Address: 170.115.248.25

Electronic Record and Signature Disclosure:
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Electronic Record and Signature Disclosure: Accepted: 9/19/2017 1:51:12 PM ID: 78d572d1-9af6-4f15-9404-e43b371a878f		
Jacqueline Dunn Jacqueline.Dunn@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.115.248.25	Sent: 9/19/2017 1:57:08 PM Viewed: 9/19/2017 6:18:26 PM Signed: 9/19/2017 6:18:32 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cynthia Figueroa cynthia.figueroa@phila.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  Using IP Address: 170.115.248.24	Sent: 9/19/2017 6:18:35 PM Viewed: 9/20/2017 2:08:49 PM Signed: 9/20/2017 2:09:25 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Kathleen Rush Kathleen.Rush@phila.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.115.248.24	Sent: 9/20/2017 2:26:11 PM Viewed: 9/20/2017 2:44:44 PM Signed: 9/20/2017 2:47:08 PM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

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Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
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Rita Cairy rita.cairy@phila.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/16/2017 1:47:41 PM
Carolyn Pownall Carolyn.Pownall@phila.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/20/2017 2:47:11 PM Viewed: 9/20/2017 3:45:58 PM
Controller Contracts Controller.Contracts@phila.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/20/2017 2:47:11 PM
Linda Chaney linda.chaney@phila.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/20/2017 2:47:11 PM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/20/2017 2:47:12 PM
Signing Complete	Security Checked	9/20/2017 2:47:12 PM
Completed	Security Checked	9/20/2017 2:47:12 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

This Electronic Records and Signature Disclosure is provided by the City of Philadelphia in connection with a pending electronic transaction. Any party proceeding with such electronic transaction is deemed to have consented i) to conduct the transaction by electronic means; and ii) where execution of an agreement is required, to the use of electronic signatures using the method provided in the agreement. Questions regarding this Electronic Records and Signature Disclosure should be addressed to econtractphilly@phila.gov.



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Commitment to Diversity and Inclusion at A Second Chance...

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ABOUT ASCI



A Second Chance, Inc. (ASCI) is a non-profit corporation established in 1994. Its mission is to provide a safe, secure, and nurturing environment to children who are being cared for by their relatives or a close family friend - formally called "kinship care".

ASCI became a subcontracting agency of Allegheny County Children and Youth Services (now called Allegheny County Children, Youth and Families [CYF]) in July, 1994.

** Our NEW website is currently under construction!! Please look for it in Summer/Fall of 2018!*

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Thursday, June 14, 2018 | Today's Paper

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Advertisement

News

Philly puts out 'urgent' call - 300 families needed for fostering

Updated: MARCH 8, 2018 — 11:24 AM EST



FOSTER11

View Gallery

MARK C PSORAS/FOR THE INQUIRER

Shakia Rembert enjoys a fun moment with her adopted son Alvin Sahr Rembert ,5, reading a story together at their home in North Philadelphia on Friday March 9, 2018.



by Julia Terruso, Staff Writer [Twitter](#) [@JuliaTerruso](#) | [Mail](mailto:JuliaTerruso@phillynews.com)

The 2-year-old boy dropped off at Shakia Rembert’s house wouldn’t look at her as she welcomed him with a warm “hello.” And after the social worker left, he ignored everything she said.

As a first-time foster mom, Rembert wondered what she was doing wrong. What trauma may Alvin have experienced

before arriving at her West Oak Lane home? After a few weeks of trying to connect with him, she realized it wasn't just her. He didn't answer anyone, nor startle when she dropped things. He was deaf.



COURTESY OF SHAKIA REMBERT

Shakia Rembert was a first-time foster mom when then 2-year-old Alvin came to her home. The Department of Human Services has put out an urgent call for more foster families.

The boy, who'd been removed from his mother's care as an infant, was living in a crisis nursery before going to stay with Rembert. A doctor would later tell Rembert that at least a year earlier she'd advised the boy's mother to have his hearing checked.

"It was alarming to to me," Rembert recalled. "Everyone missed this. No one was spending one-on one time with him. No one was talking to him the way you're supposed to talk to babies."

Experts agree that children do much better living in family settings than group homes because of the extra level of care and attention they receive.

Article continues below advertisement

But the city needs more families — about 300 more — to meet the need. The Department of Human Services put out an urgent call for parents this month, using phone banks and public service announcements. It's the first major recruitment in a decade.

They've changed the name of what they're seeking, too — from "foster parent" to "resource parent," reflecting a nationwide trend.

“We’re asking people to ask themselves, ‘Can I do this?’ ” said DHS Commissioner Cynthia Figueroa. “If the answer is ‘yes,’ that’s awesome. If, it’s ‘no,’ give us the name of other folks who you think would be excellent resource parents. The system alone can’t be the only resource. We need families who want to provide the best opportunity while families are having to deal with challenges.”



MARK C PSORAS / FOR THE INQUIRER

Shakia Rembert shares a tender moment with her adopted son Alvin Sahr Rembert, 5, at their home in North Philadelphia.

In Philadelphia about 700 children are in group home placements. Of those, Figueroa said, about 250 could be living with families, while 450 more need to stay in a staffed facility due to physical or emotional needs.

Figueroa hopes the campaign can dispel misconceptions about fostering: You don’t need to be married, own a house, or have a car, and there’s no expectation of adoption. Foster parents must be 21 but there’s no age cutoff. Retirees, often with more time to spare, make great foster parents, Figueroa said.

Article continues below advertisement

In addition to fostering, which can last anywhere from a few weeks to two years, the agency needs emergency placements — with families that can take children for just a few days. DHS also uses licensed families as “respite” placement, to give long-term foster parents a break or provide housing for kids older than 18, but might need somewhere to go temporarily, such as during a college break.

“We have a full menu of options,” Figueroa said.

If DHS determines that a child is in danger from abuse or neglect and must be taken from a family, the system looks first to relatives or close friends, then foster placements. As of March, 6,034 kids in Philadelphia were living in foster care, group homes, or with relatives or close friends (known as kinship care). That is 34 fewer than a year ago.

The application process for foster parents involves questions about the family background, employment, income, medical history, education, and community involvement. All adults in the home get criminal and child-abuse background checks.

For Rembert, the first few months caring for Alvin were tough. He drank out of the faucet, feared climbing into the bathtub, and became frustrated easily.

“It was understandable,” Rembert said. “He hadn’t really communicated with anyone” in the first years of his life.

Article continues below advertisement

She downloaded an American Sign Language app and started teaching him (and learning herself). She bought him Capri Suns and tiny bottles of water shaped like basketballs, which she handed him when he headed to the faucet. She experimented with colorful bath dyes to make tub-time more fun. When he got agitated, she'd settle him down by putting on one of her favorite movies, *The Little Rascals*.

Rembert provided Alvin with what he needed outside of her home, too. When she believed that a hospital wasn't giving him proper care, she made sure he was transferred to another institution, where he was fitted for a cochlear implant.

"They come in with absolutely nothing but the clothes on their back, no books, no school books," Rembert said. "Whatever resources you need, you have to fight for. But if your life is stable, and you make the decision to do this, it's the most rewarding experience in the world."

The city pays \$20 to \$36 a day depending on the age of the child. "Some people live off of the stipend," Rembert said. "That's going to be a frustrating situation for the parent and the children."

In the three years she fostered Alvin, Rembert also fostered a boy his age for a few months and later, four sisters. Siblings can be hard to place for space reasons, as can older children because most families request younger kids. There's also a great need for people who will welcome LGBT children and mothers with babies.

Sheina Martinez, 32, works as a foster parent recruiter for Bethany Christian Services. She saw firsthand how badly the system needed caring homes.

Article continues below advertisement

“We’ll get 200 requests a month from DHS and we’ll be able to place maybe 10 of them,” she said. “The need over-exceeds what we have the ability to place. ... We’re sending infants sometimes to infant shelters.” (DHS works with several providers in addition to Bethany to place children).



JAMES BLOCKER/STAFF PHOTOGRAPHER

Frequent foster parents Sheina Martinez, a social worker, and Andy Martinez, a firefighter, gather in front of a wall of photographs with their two children, Jada, 13, and Andre, 10. As of now, they are not looking after any children, but Sheina says she could get the call at any moment.

Martinez and her husband Andy, along with their two children, now 13 and 10, added their home to the list of certified foster family options four years ago. They have cared for eight children. All have since been reunited with their families or relatives.

“A lot of people foster in hopes they will adopt,” Martinez said. “They fall in love, naturally, of course. But I always tell people ... this child has been with their family 10 years so multiply that love you feel tenfold. If my kids were to go into foster care, I would really appreciate their resource parents supporting me, cheering me on.”

Rembert didn't have adoption in mind when she started caring for Alvin, but when it became clear his family could not provide a safe, long-term home for him, she jumped at the chance to be his mom. They had spent close to three years together at that point. He was a happy little boy who loved basketball, baseball, swimming, and chicken wings. He was doing well in pre-K and hearing well enough to almost speak in full sentences.



Article continues below advertisement

In January, shortly after his fifth birthday, Alvin became Rembert's son in a family court hearing. He wore a blue Sixers jersey and a gold plastic crown. She wore mini pom-poms in her hair and carried a pendant that read "Go

Rembert.” An elated crew of family members and friends took turns high-fiving the little guy, lifting him for hugs.

Once the commotion had died down, as the two headed to the elevator to leave, Rembert made sure to steal her moment, nuzzling her son close to tell him how much she loved him.

He heard her just fine.

Interested in fostering? Call 215-683-5709 or email to fosteringphilly@phila.gov. Learn more at is.beta.phila.gov/fosteringphilly

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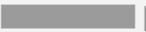
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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHARONELL FULTON, CECELIA
PAUL, TONI LYNN SIMMS-BUSCH,
and CATHOLIC SOCIAL SERVICES,

Plaintiffs,

v.

CITY OF PHILADELPHIA,
DEPARTMENT OF HUMAN
SERVICES FOR THE CITY OF
PHILADELPHIA, and
PHILADELPHIA COMMISSION ON
HUMAN RELATIONS,

Defendants.

Civil Action No. 18-cv-2075

Assigned to the Honorable
Judge Tucker

SUPPLEMENTAL DECLARATION OF JAMES AMATO

1. My name is James Amato. I am over the age of 21 and am capable of making this declaration pursuant to 28 U.S.C. § 1746. I have not been convicted of a felony or been convicted of a crime of dishonesty. I have personal knowledge of all the contents of this declaration.

2. The City asked to hold a meeting with Catholic Social Services (“Catholic”) representatives regarding potential contract options on June 28, 2018. Catholic remains committed to providing foster care services if possible, and I communicated Catholic’s desire to continue doing so in this meeting.

3. The City indicated a willingness to pay *per diem* amounts for foster children currently cared for by Catholic’s families. But the City remains unwilling to

resume normal operations with Catholic, meaning it will not agree to reopen intake to send foster children to Catholic to place with its growing number of empty foster homes.

4. Without intake resuming, any interim approach will require Catholic to begin laying off staff next month and to close its foster care program altogether within a matter of months. This will result in the displacement of foster children who need to remain in foster care and who are cared for by families who cannot continue as foster parents without the support that Catholic offers.

5. Catholic also explored whether there is any option available for compliance that would enable Catholic to receive the full foster care contract it has received in the past. The City made clear that for Catholic to receive a full contract, Catholic must agree not only to be willing to perform home studies for anyone who requests a home study, but also to ensure that the outcome of a home study would be an endorsement and certification of the relationship of a same-sex couple. The City made clear that Catholic's religious beliefs would not be an acceptable basis for Catholic's unwillingness to provide a written certification regarding a couple's relationship and to approve that couple for foster care.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 28, 2018.


James Amato

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHARONELL FULTON, CECELIA
PAUL, TONI LYNN SIMMS-BUSCH,
AND CATHOLIC SOCIAL SERVICES,

Plaintiffs,

v.

Civil Action No. 18-CV-2075

CITY OF PHILADELPHIA,
DEPARTMENT OF HUMAN
SERVICES FOR THE CITY OF
PHILADELPHIA, AND
PHILADELPHIA COMMISSION ON
HUMAN RELATIONS,

Defendants.

DECLARATION OF CYNTHIA F. FIGUEROA

I, Cynthia F. Figueroa, declare as follows:

1. I am the Commissioner of the Department of Human Services (“DHS”) for the City of Philadelphia. I was appointed to this position in July 2016, effective September 2016.
2. Prior to being appointed Commissioner, I was the Chief Executive Officer of Congreso de Latinos Unidos, a nonprofit focused on strengthening Latino communities through social, economic, education and health services.
3. From 2008 to 2011, I served as Deputy Commissioner for DHS and was responsible for the oversight of what was then known as the Division of Community Based Prevention Services. In that role, I oversaw all child welfare prevention services delivered by community based providers including development of the Education Support Center.

4. Prior to that, I was the Executive Director of Women Against Abuse, a nonprofit organization in Philadelphia that advocates against domestic violence and provides services to victims.
5. As the Commissioner of DHS, I supervise one of the largest child welfare agencies in the country. In my role, I serve as the County Administrator to deliver our Federal and State mandated child welfare service for Philadelphia. I have direct oversight of 1500 employees, a budget of over \$600 million, and approximately 250 contractors. In this capacity, I am familiar with the Department's operations, policies, procedures, and contracts, including the practices that are the subject of this action.
6. The City of Philadelphia Department of Human Services is committed to providing and promoting safety, permanency, and well-being for children and youth at risk of abuse, neglect and delinquency.
7. DHS operates Philadelphia's child abuse hotline and investigates allegations of child abuse and neglect. To find placements for children who are not safe in their own homes, DHS contracts with state-licensed foster care agencies who recruit, certify, and service foster homes for these children. The goal of foster care is to reunite children with their families. DHS also manages Community Umbrella Agencies (CUAs), six private organizations that provide case management and other support services in 10 geographic regions throughout Philadelphia. CUAs serve children and families whose cases are accepted for service.
8. While agencies work with specific foster families to provide training and support, a CUA case manager coordinates the relationship between the foster family, the child, and the child's biological family with the goal of reunification.

9. The Archdiocese of Philadelphia operates a CUA and a foster care agency which is Catholic Social Services. Recently, the City began ranking CUAs. Catholic CUA was ranked second out of ten geographic regions. DHS does not currently rank foster care agencies and has not ranked Catholic Social Services in the last several years.
10. Currently, approximately 6,000 children in DHS's custody are in out-of-home placement. Approximately 86% of those are in family foster care and approximately 12% are in congregate care (i.e., group homes).
11. Approximately 54% of the children in family foster care are in kinship care, which is foster care with a relative or someone who has a significant relationship to the child. Approximately 45% are with families who have been certified as foster parents and who do not have a kinship relationship to the child.
12. In Fiscal Year '17, DHS reunified 1250 children with their families, finalized 636 adoptions and finalized 138 permanent legal custodianships.

DHS' Recruitment Drive

13. Recruitment and certification of new families are essential and integral parts of the work of the City's foster care agencies.
14. Each of the City's contracts includes these responsibilities.
15. Because it has the ultimate responsibility of children in its legal custody, DHS is always trying to identify new, qualified foster parents, including through its own recruitment efforts.
16. For example, this year DHS issued an "urgent call" to recruit new foster parents. DHS did this in order to build additional capacity into the system.

17. As part of this effort, DHS was trying to specifically recruit more families to serve children with special needs, older children, children with specialized behavioral health needs, and lesbian, gay, bisexual, transgender, and questioning (LGBTQ) youth, based in part on reports DHS received from LGBTQ youth who had negative experiences in homes that did not support them.
18. In addition, DHS' "urgent call" sought to recruit new foster parents to reduce the number of children in congregate care, and in particular, the number of older children in such care. DHS' experience is that there is a greater proportional number of LGBTQ youth in the population of older foster children. This also factored into DHS' recruitment efforts.
19. This "urgent call", however, does not indicate that there is a "crisis" in identifying new homes. Nor does the fact that City seeks to expand its foster care resources indicate that there are not enough foster homes available. At any given time, there are certified foster parents associated with one of the City's foster care agencies who are willing to care for a new child in their home. These households may be awaiting a placement or have exercised their discretion not to take a child due to their own preferences and willingness to accept certain children due to the child's age or the needs of the child.
20. As a result of this recruitment effort, since January 75 new families have been certified.
21. On occasion, and usually for a short period of time, there are children who the City is unable to immediately place with a foster family or in congregate care. There can be many reasons for this, including that on occasion a child comes into the City's custody in the middle of the night.

22. The City's data regarding the placement of foster children reflects that over the past year, the congregate care rate has remained the same.

Closure of CSS Intake

23. On March 9, 2018, DHS was asked by a reporter for the *Philadelphia Inquirer* whether DHS was aware of any organizations discriminating against same sex couples. At that time, DHS was not aware of any such discrimination, but the reporter disclosed that a same-sex couple said they had been turned away by another foster care agency, Bethany Christian Services. The reporter indicated they reached out to CSS and were awaiting a comment.

24. DHS First Deputy Commissioner Jessica Shapiro and I then contacted CSS to determine whether the statements in the article were accurate. Jim Amato of CSS confirmed the CSS would not certify same-sex couples as foster homes or for adoptions.

25. On March 13, 2018, the *Philadelphia Inquirer* published a story titled "Two foster agencies in Philly won't place kids with LGBTQ people." According to the article, neither Bethany nor CSS would place children with LGBTQ couples. A copy of the story is attached here as Exhibit 2-B.

26. In the past, as DHS Commissioner, I have had to suspend referrals and close intake at agencies for a variety of programmatic and administrative reasons.

27. On or about March 14, 2018, I determined that Bethany and CSS's public position raised a concern that it would discriminate against same-sex couples in violation of their contract with the City and the City's Fair Practices Ordinance.

28. I determined that DHS would suspend referrals and close intake at both agencies as long as they refused to certify qualified same-sex foster parents. I did this because CSS told us it could not comply with its contract.
29. In making this decision, I determined based on my professional experience that DHS would continue to be able place children in appropriate family foster homes. It is important to note that roughly half of family foster home placements are kinship care, which do not strain existing foster care capacity. I also knew that there were currently a number of foster families' homes with other agencies willing to accept new foster children and anticipated that our recruitment drive would bring additional families into the system. And since then we have been able to certify 75 new families.
30. In addition, as CSS had communicated that it could not comply with the contract with the City and the City's Fair Practices Ordinance, I had to also consider the best interest of any children who might be placed with CSS in the future.
31. I was concerned that because CSS was in breach of the contract, placing additional children with them—except on an individual, case by case basis—would not be in those children's best interest because of the risk of disruption related to CSS' no longer being a foster care agency for the City.
32. The following day, March 15, 2018, First Deputy Commissioner Shapiro, Kimberly Ali, and I met with representatives of Bethany and CSS. Following the meeting with CSS, Deputy Commissioner of Child Welfare Operations Kimberly Ali called CSS to inform them that DHS was suspending referrals and closing their foster home intake.
33. Following this call, Jim Amato of CSS contacted leadership at DHS to request waivers related to specific children.

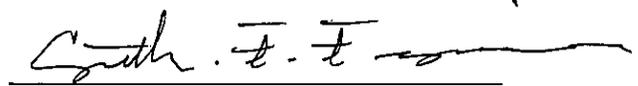
34. Since March 15, 2018, there have been at least two instances where CSS has requested waivers by contacting me to request those waivers. Kimberly Ali worked with CSS in both cases and the waivers were granted.
35. The closure of intake to CSS has had minimal impact on DHS operations. The percentage of children placed in congregate care (as opposed to family foster care) has remained consistent since the closure. Similarly, the number of childcare room overnight stays has actually decreased slightly from nine to eight per month since the closure.
36. I decided on this course of action with CSS with the consideration of arranging an interim contract that would permit CSS to continue to provide services to foster children and families it already had in its care. I continue to believe such an interim agreement is in the best interest of those foster children, however I also continue to believe that permitting CSS to continue to referrals and performing foster home intake services is not in the best interest of children.

Bethany

37. Since suspending referrals to Bethany, the City has been in discussions with Bethany to resolve the dispute.
38. While the City and Bethany are still negotiating a contract for the next fiscal year, the parties are close to a resolution and Bethany has agreed in principle to comply with the Fair Practices Ordinance and to institute a nondiscrimination policy.
39. I fully expect Bethany to enter into a full contract with the City for next fiscal year and that DHS will resume referrals and reopen intake at Bethany.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct, based upon my own knowledge and/or belief.

DATE: June 12, 2018

A handwritten signature in cursive script, appearing to read "Cynthia F. Figueroa", written over a horizontal line.

Cynthia F. Figueroa

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHARONELL FULTON, CECELIA
PAUL, TONI LYNN SIMMS-BUSCH,
AND CATHOLIC SOCIAL SERVICES,

Plaintiffs,

v.

Civil Action No. 18-CV-2075

CITY OF PHILADELPHIA,
DEPARTMENT OF HUMAN
SERVICES FOR THE CITY OF
PHILADELPHIA, AND
PHILADELPHIA COMMISSION ON
HUMAN RELATIONS,

Defendants.:

DECLARATION OF KIMBERLY ALI

I, Kimberly Ali, declare the following:

1. I am employed by the City of Philadelphia, Department of Human Services (“DHS”) as the Deputy Commissioner of Child Welfare Operations. I was appointed to this position in October 2016. I report directly to DHS Commissioner Cynthia F. Figueroa.
2. I have worked for the City of Philadelphia since January 2000, when I joined the Department of Human Services as a Social Worker. I held that position until February 2002, when I became a Social Work Supervisor. I held that position until December 2006, when I was promoted to be a Human Services Program Administrator. In that role, among many other responsibilities, I provided oversight and monitored level of care

- decisions for the identification and completion of referrals for in home and placement services.
3. I held that position until May 2009, when I was promoted to be a Human Services Staff Services Director of Provider Relations and Evaluation of Programs. In that role, among many other responsibilities, I managed 25 program analyst staff, responsible for monitoring and evaluating a total of 400 child welfare, delinquent, and prevention contracts to ensure quality services to children, youth, and families.
 4. I held that position until October 2010, when I became DHS's Operations Director. In that role, I managed and coordinated the daily operations of DHS including its hotline, investigations, and ongoing provision of services to families.
 5. I held that role until November 2014, when I was promoted to become the Chief Implementation Officer for Improving Outcomes to Children, a large-scale system transformation into a community based service delivery model, which involved the safe transfer of families from DHS to Community Umbrella Agencies (CUAs). I also created a structured Level Of Care Instrument that determines the least restrictive placement setting for children and youth. I held that role until October 2016 when I was promoted to be the Deputy Commissioner of Child Welfare Operations.
 6. As the Deputy Commissioner of Child Welfare Operations, in addition to other duties, I supervise and support the Child Welfare Operations at DHS, one of the largest child welfare agencies in the country. In my role, I assist Commissioner Figueroa and the Department in achieving our goals, overseeing day-to-day operations, systemic issues, and future planning and initiatives. In this capacity, I am familiar with the Department's

operations, policies, and procedures, including the practices that are the subject of this action.

7. The City of Philadelphia Department of Human Services is committed to providing and promoting safety, permanency, and well-being for children and youth at risk of abuse, neglect and delinquency.

Foster Care in Pennsylvania

8. State law requires county children and youth agencies like DHS to develop a plan for the provision of protective services for children, and to provide or purchase those services, including the provision of foster care services for children placed in its care.
9. For at least 20 years, Philadelphia has used private agencies to provide services to children and families involved with DHS.
10. DHS values the expertise of private agencies that provide foster care services, and which are frequently located in communities close to homes of origin of children and families needing services.
11. There are 30 foster care agencies in Philadelphia.
12. 51% of children living in family foster care live within 5 miles of their home of origin, and 76% live within 10 miles.
13. The Pennsylvania Department of Human Services licenses foster care agencies. State law and regulations establish the criteria for the certification of prospective foster parents (“resource parents”). These criteria include a DHS history screening and criminal and child abuse history screenings, with limits of certification of individuals with a history of certain prohibited offenses and child abuse history in some circumstances.

14. Agencies are also required to evaluate a prospective resource parent's ability to provide care, nurturing, and supervision to children, their supportive community ties, the household composition, their ability to work with a child with special needs, and their financial stability.
15. Foster care agencies are required to register all resource parent applicants on a state "resource family registry."
16. If a resource parent meets the criteria, a foster care agency must certify the applicant.
17. Even once a foster care agency certifies a resource parent, pursuant to its contract with foster care agencies, DHS can determine that it does not want Philadelphia children placed in that home, such as when there are concerns about the resource parent's prior or current involvement with DHS.

DHS Custody and Placement Process

18. DHS runs a hotline for reports of alleged child abuse or neglect. DHS also receives reports from a state-run hotline and online portal. If the report contains factual allegations that would constitute child abuse or neglect, the report is accepted for investigation and DHS conducts a safety assessment of the situation/child's environment to determine if a safety threat to a child exists. If the safety threat rises to the level of present danger and the child is deemed unsafe, DHS obtains a court order to remove the child from their home and to place the child in foster care.
19. If a child is removed, there will be a hearing at Family Court within 72 hours, at which time the court will determine if the initial removal was appropriate, and if so, it may commit the child to the legal custody of DHS if circumstances have not changed.

20. Each child in the legal custody of DHS, as well as those who are receiving in home services, receives case management services. These services are provided by one of six private Community Umbrella Agencies (CUAs) with whom DHS contracts. Each CUA provides services in one of 10 geographic regions of Philadelphia.
21. Because DHS is committed to providing services to children and families in their communities, once it is determined that a family needs services, families are assigned to a CUA automatically via an electronic system based on the family's geographic region, with some rare exceptions.
22. Each child serviced by a CUA has a case manager at that CUA. The case manager's responsibilities include assessing the child's safety through visitation, completing a case plan for the child's needs, ensuring the child receives all behavioral health, medical, and educational services for the duration of the case and intervening when necessary.
23. Each CUA case manager has a supervisor, who is supervised by the CUA case management director. DHS provides a practice coach on site to provide technical assistance and learning support to the CUAs, and these staff are further supervised by other DHS staff. In addition, DHS has an Operations Director, Staci Boyd, who oversees all of the CUAs. Ms. Boyd reports directly to me.
24. With regard to identifying a placement, DHS will first ask the family to identify kin, i.e. family members or other people with close relationships with the family who can care for the child. If kin are identified, DHS performs preliminary child abuse and criminal clearances, DHS history clearance, home assessment, and if appropriate will place the child in the home of kin, and identify a foster care agency to certify the kinship home as a foster care home.

25. When kin cannot be identified, the worker submits the referral to the Central Referral Unit (CRU), which is managed by DHS. CRU consults with a nonprofit entity called Community Behavioral Health (CBH), and identifies the correct level of placement and seeks to identify an appropriate placement provider. There are different types of placements, depending on the needs of the child and the level of care needed. Placement providers include but are not limited to: family foster care homes, congregate care facilities (i.e. group homes and institutions), and residential treatment facilities.
26. Once DHS determines the level of care a child needs, it sends a referral to all agencies providing that level of care. Agencies with a potential foster home will relay this information to the CRU, who will provide the information to the CUA. The CUA and the agency then negotiate a placement date. If there are multiple potential foster homes, the CRU chooses which one meets the child's best interest.

Transferring Foster Care Agencies

27. While many resource parents stay with a single agency, some families change agencies either due to dissatisfaction with the agency or because their foster child has a need that is higher than the original agency can serve, such as a child with a behavioral issue that requires additional expertise better provided by another agency.
28. In these instances, the assigned worker at the CUA would make a referral to DHS's Central Referral Unit, stating that the entire foster home wants to transfer to another provider agency. Often times, the foster parent selects a new foster care provider agency from the list of Philadelphia foster care agencies. When a transfer occurs, DHS arranges for the previous agency to send over the foster care and child's files to the new agency.

29. The new agency begins to serve the family as soon as it receives the referral. The new agency needs to complete its own certification process of the foster home within 60 days of receiving the referral, but the child remains in the same foster home throughout the process so that the transfer is seamless.
30. As noted above, children are placed in different levels of foster care based on the child's needs: general, specialized behavioral health, or medical. The majority of placements are for permanent foster care placement because of need to stabilize the child.
31. However, a child can be placed in respite foster care, which is a short-term, temporary placement, when, for example, the foster parent is travelling and cannot bring the foster child or when there is a medical issue with the foster parent, they need a break, or if there is a report of child abuse or neglect in the foster home.
32. Foster care agencies and CUAs generally do not make referrals to other agencies; the referrals must be made through DHS's CRU. The only referrals that agencies may make are to another home within their agency, such as for respite care. Under their contract with DHS, they are required to identify respite homes. If they are unable to do so, the referral for another home goes back to CRU.
33. There have been numerous times when DHS' CRU, at the direction of the DHS Commissioner, has stopped referring children to a particular agency, either on a temporary basis due to concerns about a particular agency, or on a permanent basis when the agency stops providing services of its own volition or when DHS terminates the contract.

34. For instance, in March 2016 when Lutheran Children and Family Service of Eastern Pennsylvania decided to stop providing foster care services, there were over 100 children involved who were transitioned to other foster care agencies over a three month period.
35. In that instance, DHS and Lutheran leadership met with all of the foster parents to whom Lutheran provided services. DHS leadership made themselves available and explained to the families that the goal was to keep children in the same home and not disrupt the children in their care. Some families had a particular agency in mind that they were willing to transfer to. For those who didn't have an agency in mind, DHS provided a list of family foster care agencies and then followed up to ensure each family selected one. Lutheran, the sending agency, prepared a foster parent file as well as a child file, and then provided them to the receiving agency.
36. This whole process was managed through CRU along with the CUAs, who, at that time, made some direct referrals to other agencies. No significant issues arose during this process as families were allowed to select the agency that they wanted to transition to. In many instances, DHS was able to look to the date the child was scheduled to be reunified with their family or adopted (called the permanency date) and if possible, expedite that process so that the child would not need to be placed with a second agency at all.

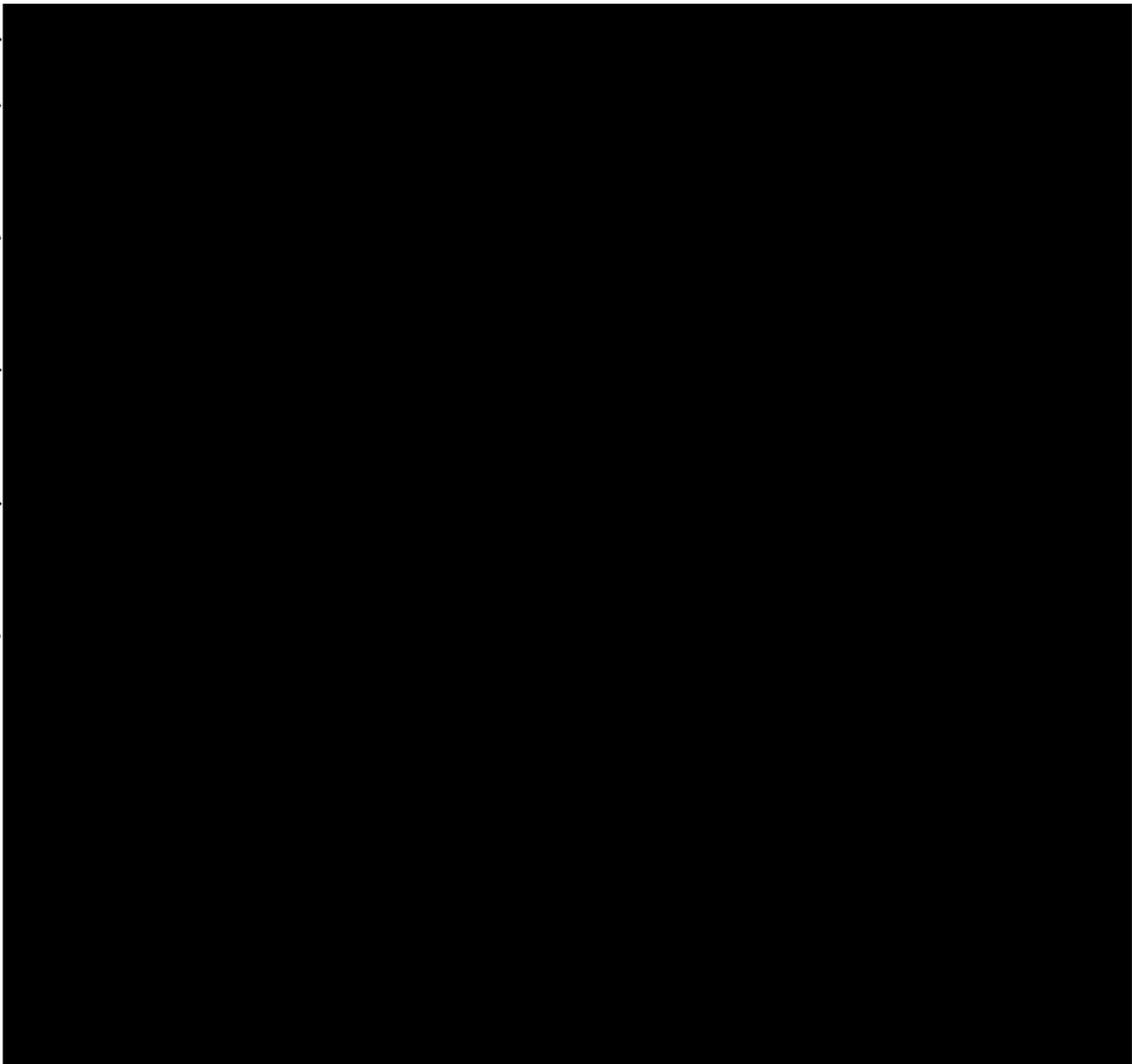
Referral Suspension Waivers

37. When referrals to agencies have been temporarily suspended, CUAs and agencies, including the senior leadership of Catholic Social Services (CSS) and Catholic CUA, have reached out to senior DHS leadership to request waivers.
38. Since DHS suspended referrals to CSS, there have been four requests for waivers, including Doe Foster Child #1, discussed below. We have approved a waiver in each

instance based on communications from James Amato, the Secretary of CSS, and others at CSS. Except in these four instances, I have not been contacted by James Amato, James Black, or anyone else from CSS regarding waiver requests for children who have been referred to non-CSS placements when a CSS family was in the best interest of the child. However, even when DHS leadership grants a waiver, a family court order is necessary to effectuate the placement unless it is an emergency.

Foster Child #1 and His History with DHS

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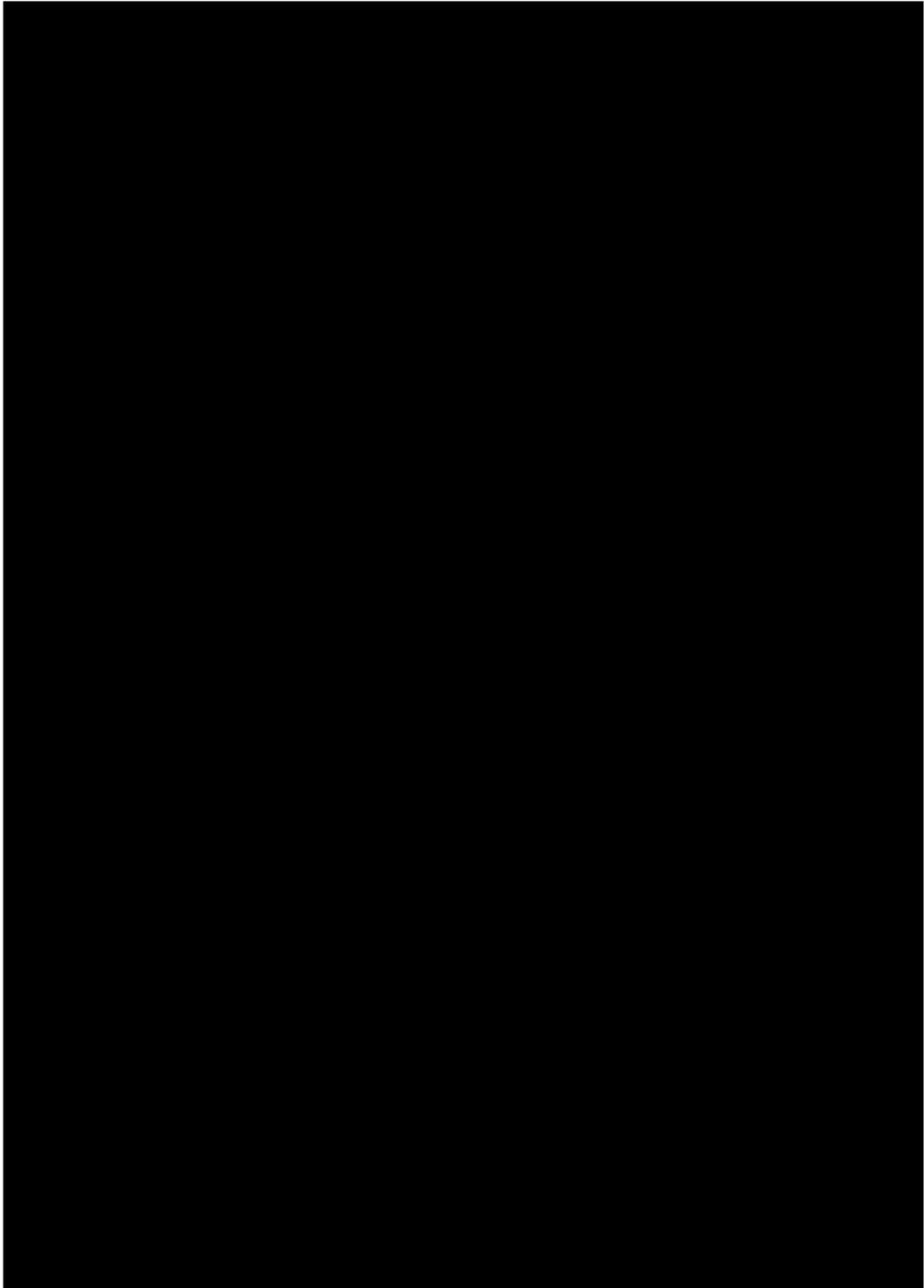


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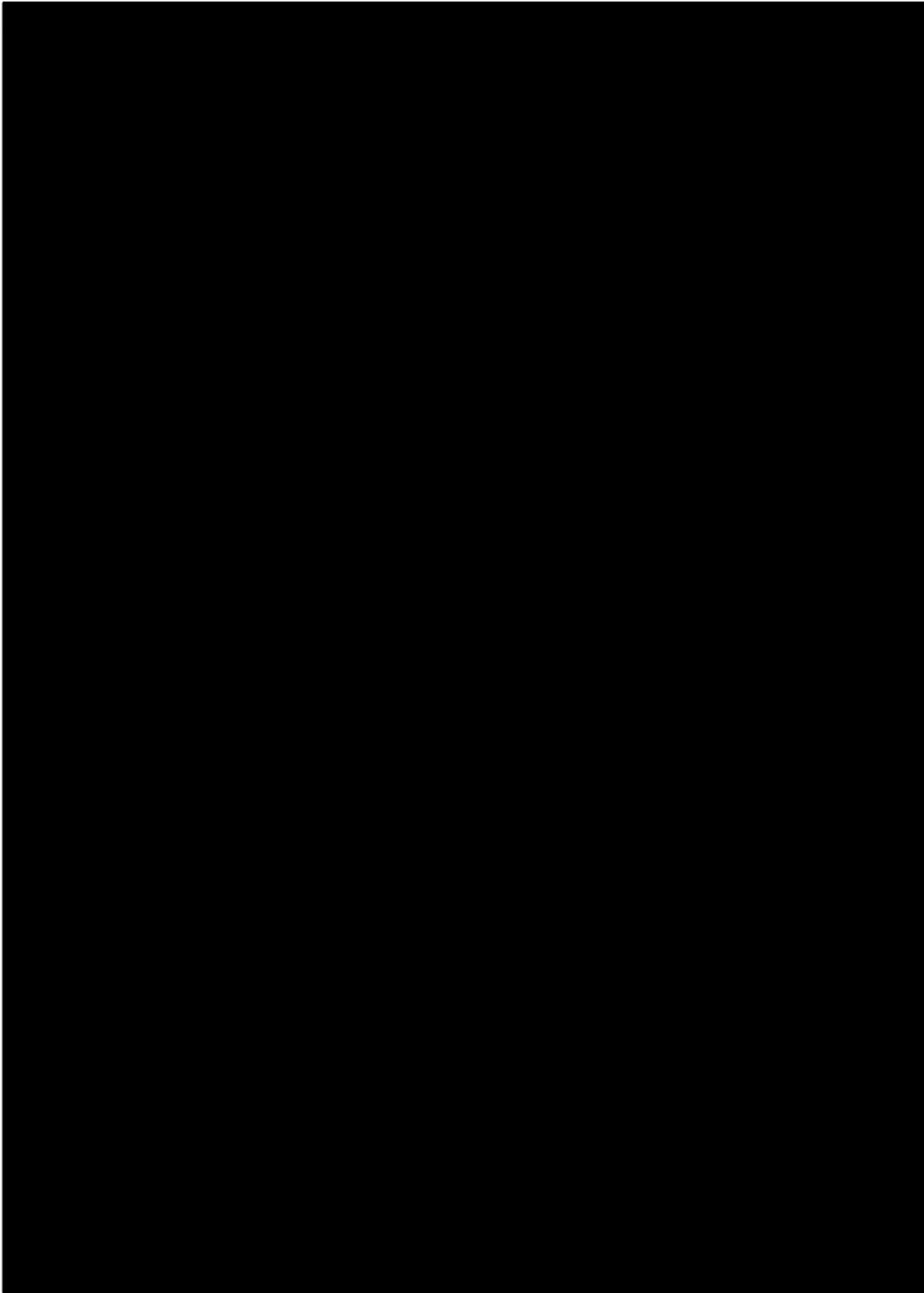
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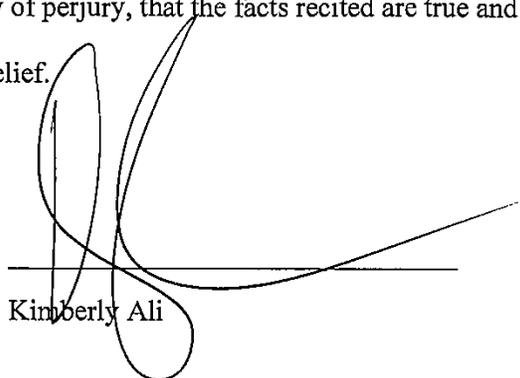
63. Although referrals had been halted to CSS due to its stated refusal to certify prospective LGBTQ foster families, as noted by the above texts, its leadership was well aware that I could make exceptions to this, and they had contacted me on approximately three other occasions to do so. Each time, I granted the exception.

64. Where a court ordered the move, that was due to the fact that the case was already being heard on that date.

65. I have reviewed James Amato's statement that there are "multiple additional children who have been referred elsewhere when CSS families should have been the preferred placement for those children as a result of the City's freeze on referrals to CSS." Pltfs. Ex. 1 ¶16. I am not aware of any additional cases where placement with CSS would have been in the best interests of a child but where the child was not moved to one of their homes.
66. As DHS's Deputy Commissioner of Child Welfare Operations, I can unequivocally state that DHS is committed to finding the best placement for children that can meet all of their needs, even if that placement is with CSS.

I have read the foregoing and declare, under penalty of perjury, that the facts recited are true and corrected, based upon my own knowledge and/or belief.

DATE: June 12, 2018



Kimberly Ali

Jessica Shapiro

From: James Amato <JAMATO@CHS-ADPHILA.ORG>
Sent: Tuesday, May 01, 2018 4:40 PM
To: Cynthia Figueroa
Subject: CSS fost care

Commissioner-I have a call into Kimberly on 2 children:

[REDACTED]

We're prepared to accept both children but realize DHS senior mngmnt would have to give the green light to CRU front line staff.

Please advise.thanks

James T. Amato, LSW
Secretary for Catholic Human Services
222 North 17th Street
Philadelphia, PA 19103
215-587-3908
jamato@chs-adphila.org

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From: Jonathan Janiszewski [<mailto:Jonathan.Janiszewski@Phila.gov>]
Sent: Tuesday, June 5, 2018 12:13 PM
To: Lori Windham <lwindham@becketlaw.org>
Subject: Catholic Social Services - DHS Continuing Contract Relations

Dear Ms. Windham:

I am the attorney currently serving as head of the City of Philadelphia Law Department's Finance and Contracts Division. I represent the City of Philadelphia and, in this instance, its Department of Human Services ("DHS"), in business dealings. I understand from my colleague, Benjamin Field, that you have requested any communications from DHS and related to Catholic Social Services ("CSS") flow through you. Consequently, I have copied a message for your client, Mr. Amato, below. Please forward it to him for his urgent review. The message pertains to the maintenance of on-going services for children in the custody of DHS and in the care of CSS.

I look forward to working with you and appreciate your assistance.

-----Begin Forwarded Message-----

Dear Mr. Amato:

Throughout our respective histories, Catholic Social Services ("CSS") and the City of Philadelphia Department of Human Services ("DHS") have always agreed on one thing: we are here to nurture, guide, and protect the children and families we serve. Although recent circumstances have highlighted differences in our respective philosophies regarding certification of same-sex foster and adoptive parents, and while DHS makes no concession regarding its position in that matter, I write to you in our mutual spirit of service to propose interim measures that will enable CSS and DHS to ensure that no child or family suffers while we resolve our differences.

The City's fiscal year 2018 closes on June 30, 2018 and the current contract between CSS and DHS then comes to its natural end. However, when the current contract ends, CSS will still have in its care children placed in the custody of DHS. In order to minimize disruption for those children and families, DHS is prepared to offer CSS a new one-year contract to continue its work on behalf of these children and families. The new contract would: 1) acknowledge our current dispute; 2) enable DHS to continue payment of CSS for the administration and maintenance of existing foster homes where children in DHS's care reside; 3) allow for referrals of new child foster care placements in limited circumstances where a CSS placement is in the best interests of the child, such as when a child shares a prior relationship with the foster or pre-adoptive parents, or when siblings should be placed together; and 4) provide time for the orderly transition of services, should that become necessary.

Please know that DHS values its historic relationship with CSS, and if CSS is able to find a way to approve same-sex foster and adoptive parents, consistent with current law and city policy, DHS would offer CSS a new contract that allows CSS to continue to select and recruit new foster parents, and to continue to receive new referrals. However, if CSS is unable to do so, DHS still intends to send you an official award letter to prepare for a new contract under the terms described above. You should anticipate receiving DHS's official award letter later this week. Please contact me if you wish to discuss the matter.

Thank you for your commitment to service, and your understanding.

Sincerely,

Jon

Jonathan R. Janiszewski, Esq.
Divisional Deputy City Solicitor
Finance & Contracts Division
Commercial Law Unit
City of Philadelphia Law Department
One Parkway Building
1515 Arch Street, 17th Floor
Philadelphia, PA 19102

Phone: (215) 683-5035

Fax: (215) 683-5069



CITY OF PHILADELPHIA

June 11, 2018

James Amato, Secretary, Catholic Human Services
Catholic Social Services, Archdiocese of Philadelphia
222 North 17th Street, Room 328
Philadelphia, PA 19103

**Re: FY 2019 Award Letter (290) PA
Child Welfare Operations
Placement Services (Foster/Kinship Care), \$2,400,000.00**

DEPARTMENT OF HUMAN SERVICES
1515 Arch Street, Philadelphia, PA 19102
215-683-4DHS (4347)

Commissioner
CYNTHIA F. FIGUEROA

First Deputy Commissioner
JESSICA S. SHAPIRO

Deputy Commissioners

Child Welfare Operations
KIMBERLY ALI

Finance
CHRISTOPHER SIMI

Juvenile Justice Services
TIMENE FARLOW

Administration and Management
VONGVILAY MOUNELASY

Performance Management and Technology
LIZA RODRIGUEZ

Prevention
WALESKA MALDONADO

Dear Secretary:

This letter is to provide you with information on the City of Philadelphia Department of Human Services' (hereinafter referred to as "DHS" or "Department") contract process for Fiscal Year 2019 beginning on July 1, 2018. The funding levels referenced above reflect the Department's budget constraints and priorities.

Consistent with the City's policy of non-discrimination and its prior notices to you to the same effect, the scope of the FY 19 contract will change. DHS will continue to make payment to CSS for the administration and maintenance of existing foster homes where children in DHS's care reside.

Additionally, the FY 19 contract will allow for referrals of new child foster care placements **only** in limited authorized circumstances where a CSS placement is in the best interests of the child, such as when a child shares a prior relationship with the foster or pre-adoptive parents, or when siblings should be placed together.

The new contract will also provide time for the orderly transition of services, should that become necessary. The contract amount has been adjusted to reflect the volume of services projected under the new scope of the contract.

However, please be advised that the authorized levels of service and the continued funding of contracts is contingent upon the availability of proposed City, State and Federal funds and **this award letter does not guarantee your agency a contract with DHS.**

Starting in FY2019, all Foster Care/Kinship Care services rate sheets will have a different look. The new rate sheet will separate all Foster Care/Kinship Care service rates into maintenance and administrative costs for your reference. Please note that these rates are subject to change.

Please be advised that DHS is not obligated to make any payment to your agency until after the execution and conformance of a formal written contract, containing such terms and conditions as are satisfactory to DHS; and provided that your agency has satisfied any conditions precedent to the start of work (e.g. insurance certificates or licenses) as required by the contract. Please review this letter and its attachments thoroughly as some of the information requested will be used to develop your agency's contract. If you have any questions about the content of this letter or its attachments, please contact your contract Conformance Manager. To obtain your Conformance Manager's contact information, you may call the Director of Contracts & Audit, Robert Hodge, at (215) 683-4200. Please email any questions to dhscontracts@phila.gov.

If you have a question, complaint, concern, or suggestion about DHS and its operations call the Commissioner's Action Response Office (CARO) at 215-683-6000 or visit our website: dhs.phila.gov and click on the "suggestions" link.

Case 2:18-cv-02075-PBT Document 20-9 Filed 06/12/18 Page 3 of 5

On behalf of the Department and the children and families we serve, I would like to express our thanks and appreciation for your commitment to provide high quality and effective services to Philadelphia's children and families. During this changing and challenging time the strength of the public/private partnership is critical as we work together toward the common goal of ensuring the overall safety and well-being of children and families in our City.

Sincerely,



Cynthia F. Figueroa
Commissioner

cc: Lori Windham, Esquire
Jonathan Janiszewski, Esquire
Kimberly Ali, Deputy Commissioner
Robert Hodge, Director of Contracts and Audit
Rita Cairry, Contracts Administrator

If you have a question, complaint, concern, or suggestion about DHS and its operations
call the Commissioner's Action Response Office (CARO) at 215-683-6000
or visit our website: dhs.phila.gov and click on the "suggestions" link.

Case 2:18-cv-02075-PBT Document 20-9 Filed 06/12/18 Page 4 of 5

FY19
FISCAL YEAR 2019
Catholic Social Services
6606

Rate Type	Service Code	Service Description (Rates Paid on a Per Diem Basis Unless Otherwise Noted)	FY19 Maximum Rate (Q1-Q2)	FY19 Maximum Rate (Q3-Q4)	FY19 Administrative Portion (All Quarters)	FY19 Maintenance Portion (Q1-Q2)	FY19 Maintenance Portion (Q3-Q4)
CUA	E1GG	FFC-Emergency Shelter	\$ 52.63	\$ 53.63	\$ 23.00	\$ 29.63	\$ 30.63
		FFC-Emergency Shelter 13+	\$ 62.63	\$ 63.63	\$ 23.00	\$ 39.63	\$ 40.63
	J14G	FFC-Respite	\$ -	\$ -	Immediately preceding placement rate	Immediately preceding placement rate	Immediately preceding placement rate
	J1GG	FFC-General	\$ 52.63	\$ 53.63	\$ 23.00	\$ 29.63	\$ 30.63
		FFC-General 13+	\$ 62.63	\$ 63.63	\$ 23.00	\$ 39.63	\$ 40.63
	J1GW	FFC-College Rate	\$ 33.13	\$ 34.13	\$ -	\$ 33.13	\$ 34.13
	J1JG	FFC-Maternity	\$ 52.63	\$ 53.63	\$ 23.00	\$ 29.63	\$ 30.63
		FFC-Maternity 13+	\$ 62.63	\$ 63.63	\$ 23.00	\$ 39.63	\$ 40.63
	J1MR	FFC-Medical	\$ 52.63	\$ 53.63	\$ 23.00	\$ 29.63	\$ 30.63
		FFC-Medical 13+	\$ 62.63	\$ 63.63	\$ 23.00	\$ 39.63	\$ 40.63
	J1WC	FFC-M/B-Baby	\$ -	\$ -	\$ -	\$ -	\$ -
	J1WP	FFC-M/B-Mother	\$ 64.63	\$ 65.63	\$ 23.00	\$ 41.63	\$ 42.63
		FFC-M/B-Mother (2B)	\$ 73.13	\$ 74.13	\$ 23.00	\$ 50.13	\$ 51.13
		FFC-M/B-Mother (2B) 13+	\$ 83.13	\$ 84.13	\$ 23.00	\$ 60.13	\$ 61.13
		FFC-M/B-Mother (3B)	\$ 81.63	\$ 82.63	\$ 23.00	\$ 58.63	\$ 59.63
		FFC-M/B-Mother (3B) 13+	\$ 91.63	\$ 92.63	\$ 23.00	\$ 68.63	\$ 69.63
		FFC-M/B-Mother 13+	\$ 74.63	\$ 75.63	\$ 23.00	\$ 51.63	\$ 52.63
	Z1DC	KIN-Emergency-M/B-Baby	\$ -	\$ -	\$ -	\$ -	\$ -
	Z1DG	KIN-Emergency	\$ 52.63	\$ 53.63	\$ 23.00	\$ 29.63	\$ 30.63
		KIN-Emergency 13+	\$ 62.63	\$ 63.63	\$ 23.00	\$ 39.63	\$ 40.63
	Z1DP	KIN-Emergency-M/B-Mother	\$ 64.63	\$ 65.63	\$ 23.00	\$ 41.63	\$ 42.63
		KIN-Emergency-M/B-Mother (2B)	\$ 73.13	\$ 74.13	\$ 23.00	\$ 50.13	\$ 51.13
		KIN-Emergency-M/B-Mother (2B) 13+	\$ 83.13	\$ 84.13	\$ 23.00	\$ 60.13	\$ 61.13
		KIN-Emergency-M/B-Mother (3B)	\$ 81.63	\$ 82.63	\$ 23.00	\$ 58.63	\$ 59.63
		KIN-Emergency-M/B-Mother (3B) 13+	\$ 91.63	\$ 92.63	\$ 23.00	\$ 68.63	\$ 69.63
		KIN-Emergency-M/B-Mother 13+	\$ 74.63	\$ 75.63	\$ 23.00	\$ 51.63	\$ 52.63
	Z1GG	KIN-General	\$ 52.63	\$ 53.63	\$ 23.00	\$ 29.63	\$ 30.63
		KIN-General 13+	\$ 62.63	\$ 63.63	\$ 23.00	\$ 39.63	\$ 40.63
	Z1GW	KIN-College Rate	\$ 33.13	\$ 34.13	\$ -	\$ 33.13	\$ 34.13
	Z1JG	KIN-Maternity	\$ 52.63	\$ 53.63	\$ 23.00	\$ 29.63	\$ 30.63
		KIN-Maternity 13+	\$ 62.63	\$ 63.63	\$ 23.00	\$ 39.63	\$ 40.63
	Z1MR	KIN-Medical	\$ 52.63	\$ 53.63	\$ 23.00	\$ 29.63	\$ 30.63
		KIN-Medical 13+	\$ 62.63	\$ 63.63	\$ 23.00	\$ 39.63	\$ 40.63
	Z1WC	KIN-M/B-Baby	\$ -	\$ -	\$ -	\$ -	\$ -
	Z1WP	KIN-M/B-Mother	\$ 64.63	\$ 65.63	\$ 23.00	\$ 41.63	\$ 42.63
		KIN-M/B-Mother (2B)	\$ 73.13	\$ 74.13	\$ 23.00	\$ 50.13	\$ 51.13
		KIN-M/B-Mother (2B) 13+	\$ 83.13	\$ 84.13	\$ 23.00	\$ 60.13	\$ 61.13
		KIN-M/B-Mother (3B)	\$ 81.63	\$ 82.63	\$ 23.00	\$ 58.63	\$ 59.63
		KIN-M/B-Mother (3B) 13+	\$ 91.63	\$ 92.63	\$ 23.00	\$ 68.63	\$ 69.63
		KIN-M/B-Mother 13+	\$ 74.63	\$ 75.63	\$ 23.00	\$ 51.63	\$ 52.63
DHS	E11G	FFC-Emergency Shelter	\$ 59.12	\$ 60.12	\$ 29.49	\$ 29.63	\$ 30.63
		FFC-Emergency Shelter 13+	\$ 69.12	\$ 70.12	\$ 29.49	\$ 39.63	\$ 40.63
	J12G	FFC-Level II	\$ 59.12	\$ 60.12	\$ 29.49	\$ 29.63	\$ 30.63
		FFC-Level II 13+	\$ 69.12	\$ 70.12	\$ 29.49	\$ 39.63	\$ 40.63
	J14G	FFC-Respite	\$ -	\$ -	Immediately preceding placement rate	Immediately preceding placement rate	Immediately preceding placement rate
	J1GW	FFC-College Rate	\$ 33.13	\$ 34.13	\$ -	\$ 33.13	\$ 34.13
	J1JG	FFC-Maternity	\$ 47.12	\$ 48.12	\$ 17.49	\$ 29.63	\$ 30.63
		FFC-Maternity 13+	\$ 57.12	\$ 58.12	\$ 17.49	\$ 39.63	\$ 40.63
	J1MR	FFC-Medical	\$ 47.12	\$ 48.12	\$ 17.49	\$ 29.63	\$ 30.63
		FFC-Medical 13+	\$ 57.12	\$ 58.12	\$ 17.49	\$ 39.63	\$ 40.63
	J1UG	SBH-Transition FFC	\$ 88.77	\$ 89.77	No standard breakdown	No standard breakdown	No standard breakdown
		SBH-Transition FFC 13+	\$ 98.77	\$ 99.77	No standard breakdown	No standard breakdown	No standard breakdown
	J1WC	FFC-M/B-Baby	\$ -	\$ -	\$ -	\$ -	\$ -
	J1WP	FFC-M/B-Mother	\$ 72.64	\$ 73.64	\$ 31.01	\$ 41.63	\$ 42.63
		FFC-M/B-Mother (2B)	\$ 99.64	\$ 100.64	\$ 49.51	\$ 50.13	\$ 51.13
		FFC-M/B-Mother (2B) 13+	\$ 109.64	\$ 110.64	\$ 49.51	\$ 60.13	\$ 61.13
		FFC-M/B-Mother (3B)	\$ 126.64	\$ 127.64	\$ 68.01	\$ 58.63	\$ 59.63
		FFC-M/B-Mother (3B) 13+	\$ 136.64	\$ 137.64	\$ 68.01	\$ 68.63	\$ 69.63
		FFC-M/B-Mother 13+	\$ 82.64	\$ 83.64	\$ 31.01	\$ 51.63	\$ 52.63
	Z12G	KIN-Level II	\$ 59.12	\$ 60.12	\$ 29.49	\$ 29.63	\$ 30.63
		KIN-Level II 13+	\$ 69.12	\$ 70.12	\$ 29.49	\$ 39.63	\$ 40.63
	Z1GW	KIN-College Rate	\$ 33.13	\$ 34.13	\$ -	\$ 33.13	\$ 34.13
	Z1JG	KIN-Maternity	\$ 47.12	\$ 48.12	\$ 17.49	\$ 29.63	\$ 30.63
		KIN-Maternity 13+	\$ 57.12	\$ 58.12	\$ 17.49	\$ 39.63	\$ 40.63
	Z1MR	KIN-Medical	\$ 47.12	\$ 48.12	\$ 17.49	\$ 29.63	\$ 30.63
		KIN-Medical 13+	\$ 57.12	\$ 58.12	\$ 17.49	\$ 39.63	\$ 40.63

EXHIBIT PA-1
FISCAL YEAR 2019
Catholic Social Services
6606

Rate Type	Service Code	Service Description (Rates Paid on a Per Diem Basis Unless Otherwise Noted)	FY19 Maximum Rate (Q1-Q2)	FY19 Maximum Rate (Q3-Q4)	FY19 Administrative Portion (All Quarters)	FY19 Maintenance Portion (Q1-Q2)	FY19 Maintenance Portion (Q3-Q4)
DHS	Z1UG	58H-Transition KIN	\$ 88.77	\$ 89.77	No standard breakdown	No standard breakdown	No standard breakdown
		58H-Transition KIN 13+	\$ 98.77	\$ 99.77	No standard breakdown	No standard breakdown	No standard breakdown
	Z1WC	KIN-M/B-Baby	\$ -	\$ -	\$ -	\$ -	\$ -
	Z1WP	KIN-M/B-Mother	\$ 72.64	\$ 73.64	\$ 31.01	\$ 41.63	\$ 42.63
		KIN-M/B-Mother (2B)	\$ 99.64	\$ 100.64	\$ 49.51	\$ 50.13	\$ 51.13
		KIN-M/B-Mother (2B) 13+	\$ 109.64	\$ 110.64	\$ 49.51	\$ 60.13	\$ 61.13
		KIN-M/B-Mother (3B)	\$ 126.64	\$ 127.64	\$ 68.01	\$ 58.63	\$ 59.63
		KIN-M/B-Mother (3B) 13+	\$ 136.64	\$ 137.64	\$ 68.01	\$ 68.63	\$ 69.63
		KIN-M/B-Mother 13+	\$ 82.64	\$ 83.64	\$ 31.01	\$ 51.63	\$ 52.63

K1XX	Initial Clothing Allowance	\$ 300.00	Upon approval by DHS, only allowed one time, at initial DHS commit
	Dependent Total	\$ 2,400,000.00	
	Contract Total	\$ 2,400,000.00	

T-Mobile LTE 9:23 AM 100%
JB
Jim

Fri, May 25, 10:16 PM

Hi, Kim, sorry to bother you on a Friday night of a holiday weekend, but we have a [REDACTED] boy who was moved earlier this month from one of CSS' foster homes to a pre-adoptive home of another agency. For some reason, the placement hasn't worked out and CUA 4 contacted our foster mother who will take the child back, but DHS supposedly just told the case manager the child could not go back to our home. Wanting to do the best thing for the child, of course. I'll follow your lead.

[REDACTED]
DOB: [REDACTED]
DHS# [REDACTED]
CCS CUA 4

Hey Jim,
Is the placement move an

iMessage

T-Mobile LTE 9:24 AM 100%

JB
Jim

CCS CUA 4

Hey Jim,
Is the placement move an emergency for tonight? If not, we can make the move on Tuesday after getting the approval due to judicial rules that placements must be approved..

Only time can make the move without court approval, as you know is as if it is an emergency..

Let me know?

Delivered

Fri, May 25, 11:58 PM

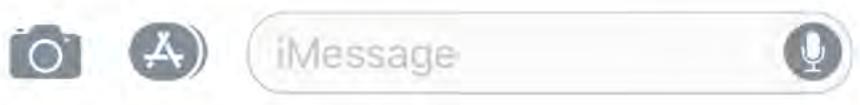
Hi, Kim, sorry for the delayed response. Long story short, [REDACTED] was removed this afternoon from the Devereux pre-adoptive home because [REDACTED]

iMessage



Fri, May 25, 11:58 PM

Hi, Kim, sorry for the delayed response. Long story short, [REDACTED] was removed this afternoon from the Devereux pre-adoptive home because [REDACTED]. [REDACTED] But the good news is I just learned that [REDACTED] is now safely in another Devereux foster home, so no need to involve CSS foster care. Sorry to have bothered you. I really appreciate your help. Have a terrific holiday. Jim





CITY OF PHILADELPHIA

LAW DEPARTMENT
One Parkway
1515 Arch Street
Philadelphia, PA 19102-1595

Marcel S. Pratt
City Solicitor

Eleanor N. Ewing
Chief Deputy City Solicitor
Affirmative & General
Litigation Unit
215-683-5012
215-683-5069 (fax)
eleanor.ewing@phila.gov

June 21, 2018

BY HAND DELIVERY AND ECF

The Honorable Petrese B. Tucker
United States District Court for the
Eastern District of Pennsylvania
James A. Byrne U.S. Courthouse
601 Market Street
Philadelphia, PA 10106

RE: *Fulton et al. v. City of Philadelphia et al., 18-CV-2075*

Dear Judge Tucker:

The City submits this letter as supplemental briefing based on new evidence adduced at the evidentiary hearing on Plaintiffs' Motion for a Temporary Restraining Order or Preliminary Injunction. This new evidence, adduced from CSS itself, indicates that CSS is engaging in additional conduct that violates the Establishment Clause, as well as violating contractual and legal guarantees that CSS will not discriminate on the basis of religion. As noted in our summation, this new evidence indicates that if the Court orders relief compelling the City to enter into a full contract with CSS, such relief would be problematic.

James Amato testified that CSS requires a "pastoral reference" from all prospective foster parents, and that CSS will not certify a prospective foster parent (or parents) without that pastoral reference. Mr. Amato testified that the pastoral reference letter does not have to be a letter from the Catholic priest or parish, but that the pastoral reference must show that the prospective foster parent engages in "active participation" in any faith.

A requirement that a prospective foster parent be an active participant in a faith community violates both the Establishment Clause as well as CSS' contractual and legal guarantees that it will not discriminate on the basis of religion. The Supreme Court has "repeatedly reaffirmed that neither a State nor the Federal Government "can constitutionally pass laws or impose requirements which aid all religions as against non-believers, and neither can aid those religions based on a belief in the existence of God as against those religions founded on different beliefs." *Torcaso v. Watkins*, 367 U.S. 488, 495 (1961) (footnote omitted); *see also*



CITY OF PHILADELPHIA

LAW DEPARTMENT
One Parkway
1515 Arch Street
Philadelphia, PA 19102-1595

McCreary County v. ACLU, 545 U.S. 844, 860 (2005) (holding that Establishment Clause’s prohibition upon governmental endorsement of religion requires that government maintain its neutrality both “between religion and religion, and between religion and nonreligion” such that Ten Commandments display on government property violated Establishment Clause because its purpose was to advance religion).

In *Torcaso*, the Supreme Court invalidated Maryland’s requirement that individuals who seek to become notaries public must affirm they believe in God. The Court held that religious tests or requirements violate the Establishment Clause. *Id.* CSS’ requirement of a pastoral reference letter here is no different. If prospective foster parents cannot provide evidence that they are members in good standing of a faith community, CSS refuses to certify them as a foster parents. Therefore, the pastoral reference requirement amounts to a religious test for prospective foster parents.

Even assuming CSS is a private actor, CSS cannot use its taxpayer-funded contract to provide City social services to run a program that expresses a clear preference for religion in this manner. *See Larkin v. Grendel’s Den, Inc.*, 459 U.S. 116, 126 (1982) (invalidating municipal ordinance that delegated veto power to churches regarding liquor license applications).

Further, in requiring that individuals be active participants in a faith community, CSS is discriminating against nonbelievers on the basis of religion. Pursuant to its contract with the City, CSS agreed not to discriminate in its provision of foster care services based on its religious beliefs. *See* Pltfs. Ex. 1-A (Dkt. 13-4) at 29-30 (§ 4.1(k)). In addition, anti-discrimination guarantees set forth in the contract, and in the City’s Fair Practice Ordinance, state law, and federal law as incorporated into the contract, require CSS not to discriminate in the provision of services on the basis of religion. *Id.* at 18-29 (§ 15.1). By requiring that individuals be members of a faith community, CSS is discriminating against individuals who are non-believers. *See Mathis v. Christian Heating & Air Conditioning, Inc.*, 158 F. Supp. 3d 317, 329 (E.D. Pa. 2016) (find that because, “[u]nder Title VII, atheists are entitled to the exact same protection as members of other religions,” employer that required employees to wear ID badge containing religious mission statement violated Title VII when it terminated atheist employee who taped over mission statement).

Respectfully,


Eleanor N. Ewing
Chief Deputy City Solicitor



1200 New Hampshire Ave. NW, Suite 700
Washington, DC 20036
202-955-0095 / [@BecketLaw](#)
www.becketlaw.org

June 25, 2018

Page 1 of 4

The Honorable Petrese B. Tucker
United States District Court for the Eastern District of Pennsylvania
U.S. Courthouse
601 Market Street
Philadelphia, PA 19106-1790

VIA ECF

Re: Fulton v. City of Philadelphia, No. 18-2075

Dear Judge Tucker:

The City contends that Catholic’s use of pastoral reference letters as a means of evaluating prospective foster families is unconstitutional and in breach of contract. The City does not claim that the reference letters had anything to do with the intake closure at issue in this case. Letter at 1 (citing “new evidence”). But it argues that granting Catholic relief “would be problematic” now because of the pastoral letters.

The City’s concern about relief is misplaced. However, in order to eliminate any potential issue regarding how the parties would operate under a preliminary injunction, Catholic will agree not to require pastoral letters. While such letters have been helpful in the past, the letters are not necessary for Catholic to provide foster care services consistent with its religious mission.

The City’s legal arguments are incorrect. As Commissioner Figueroa testified at the hearing last week, the City has “nothing to do” with the process and policies private agencies use to perform home studies and certify prospective foster families. Preliminary Injunction Hearing Transcript (“Tr.”), Day 3, Figueroa, pp. 53-54. Certification of foster families occurs under standards provided by the State, not the City. If anything, the City’s apparent ignorance of how Catholic performs home studies just confirms that the City has never scrutinized the ways in which private agencies perform this work. Surely the City cannot have a



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www.becketlaw.org

June 25, 2018

Page 2 of 4

compelling interest now in a process it has utterly ignored, apparently for decades.

Second, Catholic is a religious non-profit; it is not the government. Indeed, the City’s contract emphasizes in no uncertain terms that Catholic shall not “in any way or for any purpose be deemed or intended to be an employee or agent of the City.” Pl. Ex. 15 at 86 (paragraph 9.1). Neither the Establishment Clause nor federal law forbids Catholic from having a religious nature. *See, e.g., Corp. of Presiding Bishop v. Amos*, 483 U.S. 327, 337 (1987) (upholding Title VII’s exemption for religious organizations against an Establishment Clause challenge); 42 U.S.C. § 604a(c) (“[N]either the Federal Government nor a State receiving funds under such programs shall discriminate against an organization which is or applies to be a contractor . . . on the basis that the organization has a religious character.”).

Third, the City’s witnesses testified that they were unaware of a single person who had ever raised a concern or been unable to foster because of Catholic’s use of religious criteria. Tr., Day 1, Ali, pg. 114; Tr., Day 3, Figueroa, pg. 18-19, 145.

As with the rest of its case, the City’s concerns are entirely speculative, and ignore the fact that people will readily “recognize and accept” that, even when churches are engaged in activities which have both religious and civil effects, churches do not surrender their religious nature. *Cf. Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Comm’n*, No. No. 16–111, 2018 WL 2465172, at *7 (U.S. June 4, 2018) (noting that a church’s decision not to perform a same-sex wedding ceremony “would be well understood in our constitutional order as an exercise of religion, an exercise that gay persons could recognize and accept without serious diminishment of their own dignity and worth.”).

Nevertheless, since Catholic will agree to cease requiring pastoral letters going forward, these issues should not impact the ability of this Court to issue a preliminary injunction.



1200 New Hampshire Ave. NW, Suite 700
Washington, DC 20036
202-955-0095 / [@BecketLaw](#)
www.becketlaw.org

June 25, 2018
Page 3 of 4

Respectfully submitted,

/s/ Mark Rienzi

Mark Rienzi

Counsel for Plaintiffs



1200 New Hampshire Ave. NW, Suite 700
Washington, DC 20036
202-955-0095 / [@BecketLaw](#)
www.becketlaw.org

June 25, 2018

Page 4 of 4

Certificate of Service

I hereby certify that this letter has been served electronically via ECF and is available for viewing and downloading from the ECF system.

/s/ Mark Rienzi

Mark Rienzi



CITY OF PHILADELPHIA

LAW DEPARTMENT
One Parkway
1515 Arch Street
Philadelphia, PA 19102-1595

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VIA ECF

The Honorable Petrese B. Tucker
United States District Court for the
Eastern District of Pennsylvania
James A. Byrne U.S. Courthouse
601 Market Street
Philadelphia, PA 10106

RE: *Fulton et al. v. City of Philadelphia et al., 18-CV-2075*

Dear Judge Tucker:

We write in reply to Plaintiffs' continued, unauthorized submissions following the three-day hearing on Plaintiffs' Motion for Temporary Restraining Order and Preliminary Injunction.

The City objects to the submission of the Supplemental Declaration of James Amato. The parties had ample opportunity to present their cases during the hearing, and after the record was closed, the Court asked the parties to provide proposed Findings of Fact and Conclusions of Law. Instead, Plaintiffs now seek to offer new evidence in the form of an declaration of a witness who cannot be cross-examined. Essentially, this is no different from Plaintiffs' unsuccessful attempts at the hearing to submit declarations in lieu of live testimony.

The unfairness of this is highlighted by the inaccuracy of the declaration's contents, which concern a meeting between the City and CSS yesterday at which the City attempted to negotiate a limited contract for existing CSS placements. Mr. Amato's supplemental declaration is not an accurate account of that meeting.¹ The City therefore respectfully requests that the

¹ For example, Mr. Amato asserts that the City is requiring CSS to agree "that the outcome of a home study would be an endorsement and certification of the relationship of a same-sex couple." Amato Suppl. Decl. (ECF 46-1 ¶ 5). As the hearing record makes clear, the City's position is only that CSS must conduct its home studies using the criteria set forth in state law, and is free to find any applicant unqualified so long as the reason for that finding is not an illegal or impermissibly discriminatory one.



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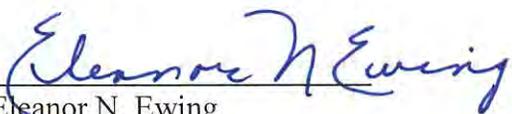
Court reject any attempts to reopen the record through supplemental declarations. Should the Court accept Plaintiffs' declaration, however, the City must seek leave to submit its own declaration regarding this June 28 meeting.²

Over the past week, Plaintiffs also have sent several letters to the Court regarding cases newly decided by the Supreme Court. None are on point. Neither *Janus v. Am. Fed'n of State, Cty., & Mun. Employees, Council 31*, No. 16-1466, 2018 WL 3129785 (U.S. June 27, 2018), nor *Nat'l Inst. of Family & Life Advocates v. Becerra*, No. 16-1140, 2018 WL 3116336 (U.S. June 26, 2018), concerned speech made pursuant to a contract. Indeed, the statute under review in *Becerra*, which concerned a notice crisis pregnancy centers were to provide, specifically exempted any entity that had a contractual or programmatic relationship with the government. *See id.* at *10.

As we explained in both our opening Brief and Conclusions of law, where speech is made pursuant to a contract, it is not compelled because an individual can choose not to participate in the contract. *See Agency for Int'l Dev. v. Open Soc'y Int'l, Inc.*, 570 U.S. 205, 214 (2013) ("As a general matter, if a party objects to a condition on the receipt of [government] funding, its recourse is to decline the funds."). As we also explained, an exception has arisen in government contracting cases when the speech the government seeks to regulate is not related to the obligor's contractual duties. *See id.* That exception does not apply here because speech related to selecting and certifying foster parents is integral to the contract.

Neither of these new cases concern that exception because they were not government contracting cases. Therefore, they are not informative on this matter.

Respectfully,


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² These declarations would also inform the Court of the fact that DHS has reopened intake with Bethany Christian Services following Bethany's agreement to comply with the City's antidiscrimination laws. *See* Julia Terruso, *City resumes foster-care work with Bethany Christian Services after it agrees to work with same-sex couples*, Philly.com (June 28, 2018 12:46 PM), <http://www.philly.com/philly/news/foster-care-lgbt-bethany-christian-services-same-sex-philly-lawsuit-catholic-social-services-20180628.html>.