

Subcontract Guidelines



471 JPLwick Drive.
P.O. BOX 4560
Harrisburg, PA 17111

1-888-793-2512
phone: 717-236-8490
fax: 717-236-8510

www.diakon-swan.org

In partnership with
Family Design
Resources

The prime contractor encourages SWAN affiliates that are considering a formal subcontracting relationship with a non-affiliate agency to focus on the following:

- Can the affiliate ensure services provided by the non-affiliate agency meet the high expectations of the prime contractor? Specifically, can consistent high quality and timeliness of work be maintained?
- Can the affiliate ensure the non-affiliate agency will begin to develop a professional presence in a county or counties where the non-affiliate agency does not currently provide service?
- Can good collaborative relationships within the network be maintained?

Section 15 of the Purchase of Service Agreement, reprinted at the end of this memo, outlines the responsibilities for an affiliate considering subcontracting.

The prime contractor has also identified additional expectations:

- Affiliates who have (or wish to develop) formal subcontracts must have a demonstrated record of high quality service delivery and proven network collaboration.
- All SWAN work by a non-affiliate agency must be of high quality and completed within established practice guidelines and timelines.
- Submission of benchmarks for all SWAN referred work must continue.
- Payment for completion of services to the non-affiliate agency is the responsibility of the affiliate.
- Any concerns or questions by county agencies about SWAN work completed by non-affiliate agencies should be directed to and managed by the affiliate rather than the SWAN regional technical assistant.
- Non-affiliate agencies should participate in SWAN network meetings and use network resources such as the child profile DVD, SWAN benchmarks, SWAN Family profile document and guidelines etc.

Contractor Offset Provisions

Any subcontractors or independent contractors used by Provider in fulfilling Provider's responsibilities under this Agreement shall be required to fulfill all of Provider's requirements under this Agreement, including but not limited to licensure, insurance, confidentiality and recordkeeping.

Provider certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government. If Provider enters into any subcontracts under this Agreement with subcontractors who are currently suspended or debarred by the Commonwealth or federal government during the term of this Agreement or any extensions or renewals thereof, the Commonwealth shall have the right to require termination of such subcontracts.



Prime Contractor for the Statewide Adoption and Permanency Network

Provider agrees that it shall be responsible for reimbursing Diakon for all necessary and reasonable costs and expenses incurred by the Office of Inspector General relating to an investigation of Provider's compliance with the terms of this or any other agreement between Provider and Diakon which results in the suspension or disbarment of Provider.

Provider represents that no taxes are owed by Provider or subcontractor(s) to the Department of Revenue and/or the Department of Labor and Industry.

Provider agrees that the Commonwealth may offset the amount of any state tax liability or other debts of Provider or its subsidiaries owed to the Commonwealth and not being contested on appeal against any payments due to Provider under this Agreement or any other contracts with the Commonwealth.



Prime Contractor for the Statewide Adoption Network