

## MODEL OF AN ACCEPTABLE PERSONAL SERVICES CONTRACT

It is hereby agreed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between

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[county commissioners, recipient agency, (select and insert name of applicable appropriate party)] hereinafter referred to as \_\_\_\_\_ and \_\_\_\_\_ (name of consultant), hereinafter referred to as consultant:

1. The parties agree that consultant will provide when requested by \_\_\_\_\_ :  
(Describe in detail services to be performed.)
  
2. List fee/reimbursement arrangement, number of hours to be worked, and number of clients, if applicable.
  
3. Discrimination prohibited.
  - (a) No person shall, on the grounds of race, color, creed, sex, national origin or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any project, program or activity supported by this subgrant. The consultant shall comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and regulations issued thereunder and with the requirements of federal Equal Employment Opportunity regulations (28 C.F.R. Chapter 42) as a condition of award of federal funds and continued financial support. (This subgrant condition shall not be interpreted to require the imposition in subgrant-supported projects of any percentage ratio, quota system, or other programs to achieve racial balance or eliminate racial imbalance in a law enforcement agency.)
  - (b) Consultant shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or non job-related handicap. Consultant shall take affirmative action to insure that applicants are employed and that employees or agents are treated during employment, without regard to race, color, religious creed, ancestry, national origin, age, sex or non job-related handicap. Such affirmative action shall include, but is not limited to: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Consultant shall post in conspicuous places, available to employees, agents, applicants for employment and

other persons, a notice to be provided by PCCD setting forth the provisions of this nondiscrimination clause.

- (c) Consultant shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or non job-related handicap.
- (d) Consultant shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by consultant.
- (e) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that the consultant had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the consultant was not on notice of the third-party discrimination or made a good faith effort to correct it, such factors shall be considered in mitigation in determining appropriate sanctions.
- (f) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of members of protected classes, so that the consultant will be unable to meet its obligations under this nondiscrimination clause, consultant shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- (g) Consultant shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the consultant's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and the consultant may be declared temporarily ineligible for further Commonwealth contracts, or other sanctions may be imposed and remedies invoked.
- (h) Consultant upon request shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the PCCD and the Commonwealth of Pennsylvania, Office of Administration and Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of paragraph 3. If the consultant does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the PCCD or the Bureau of Affirmative Action.
- (i) Consultant shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (j) Consultant shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- (k) Consultant's obligations under this clause are limited to the consultant's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

- (l) The consultant recognizes the right of the United States to seek judicial enforcement of consultant's assurances of compliance with non-discrimination requirements.
  - (m) The consultant agrees that, in the event a federal or state court or administrative agency makes a finding of discrimination on the ground of race, color, religious creed, sex, national origin, or handicap against the consultant or any agency thereof, the consultant will forward a copy of the finding to the PCCD and to the cognizant federal agency.
  - (n) Pursuant to the Americans With Disabilities Act, 42 U.S.C. §§12131-12134, and federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this subgrant or from activities provided for under this subgrant. As a condition of accepting and executing this subgrant, the consultant agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
  - (o) The non-Commonwealth agency consultant shall be responsible to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the consultant's failure to comply with the provisions of paragraph (n) above.
4. This CONTRACT shall commence effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and terminate on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, unless mutually extended in writing by both parties.
5. Either party to this CONTRACT shall have the right to terminate this CONTRACT subject to thirty (30) days written notice of termination by either party at any time.

6. Consultant understands that this CONTRACT is subject to the availability of \_\_\_\_\_ funds (insert name of funding source) and that the unavailability of these funds shall automatically terminate this CONTRACT and render it void without liability to the

\_\_\_\_\_  
(county commissioners, recipient agency, or applicant)

(Type Name of Party)\*

(Type Name of Party)\*

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\*Insure all legally required signatures appear on the contract.