

# **APPENDIX N**

# APPENDIX N - SUBCONTRACT REQUIREMENTS

## REQUIRED TERMS FOR SUBCONTRACTORS AND PROVIDER AGREEMENTS

All subcontracts and provider agreements must be in writing and must include, at a minimum, the following provisions that:

- Specify effective date, duration, termination, and renewal options;
- Specify the amount and scope of services to be provided and paid for;
- Identify the population covered by the contract or agreement;
- Outline the specific activities and reporting responsibilities delegated to the subcontractor, including cooperation and compliance with all monitoring efforts of the Grantee and timely reporting of suspected fraud, waste and abuse
- Allow for revoking delegation or imposing other sanctions if performance is inadequate;
- Require compliance with all applicable requirements of the Agreement between the Medical Assistance Transportation Program (MATP) Grantee and the Department of Human Services concerning the MATP;
- Require compliance with all onboarding and training activities as required by the Grantee such as, but not limited to: driver/vehicle safety, customer service, basic first aid, diversity and inclusion, ADA standards and basic orientation to behavioral and physical health challenges of the populations served.
- Include nondiscrimination provisions;
- Include requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq);
- For all subcontracts with any individual firm, corporation or any other entity, which provides transportation and receives reimbursement from the Grantee either directly or indirectly, that data for all services provided will be reported timely to the Grantee;
- Hold harmless the Commonwealth, all Commonwealth officers and employees and all MA consumers in the event of nonpayment by the Grantee to the subcontractor.
- Indemnify and hold harmless the Commonwealth and its agents, officers and employees against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against the Commonwealth or its agents, officers or employees, through the intentional conduct, negligence or omission of the subcontractor, its agents, officers, employees or the Grantee;
- Require compliance with the MATP Standards and Guidelines as well as all applicable federal and state laws;
- Provide ready access to any and all documents and records of transactions pertaining to the provision of services to Medical Assistance consumers to the Department;
- Make all records available for audit, review or evaluation by the Commonwealth, its designated representatives or federal agencies and their representatives;

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- Require the maintenance of books, records, documents and other evidence pertaining to all revenues, expenditures and other financial activity as well as to all required programmatic activity and data related to the contract or agreement. These books, records, documents and other evidence shall be available for review, audit or evaluation by authorized Commonwealth personnel or their representatives during the term and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case, records shall be kept until all tasks are completed;
- Require the retention of source records for its data reports for a minimum of four years;
- Recognize that payments made to the subcontractor are derived from federal and state funds.
- Notify all subcontractors of the prohibition and sanctions for the submission of false claims and statements;
- Specify procedures and criteria for terminating the contract or agreement, including a requirement that the subcontractor promptly supply all information necessary for the reimbursement of any outstanding claims;
- Require that all MATP program-related information, including consumer-specific information be maintained as confidential. The subcontractor must take measures to prudently safeguard and protect unauthorized disclosure of the MATP information in its possession;
- Specify the requirement to disclose the following: business transactions above \$25,000.00, ownership and convictions, ownership and control, per federal guidelines. The subcontractor must provide the information cited above to the Grantee, upon request.