REQUEST FOR APPLICATIONS FOR

APPLICATION & ENROLLMENT SERVICES FOR LONG-TERM SERVICES & SUPPORTS PROGRAMS

ISSUING OFFICE

Commonwealth of Pennsylvania
Department of Human Services
Bureau of Procurement & Contract Management
Room 832 Health and Welfare Building
625 Forster Street
Harrisburg, PA 17120

RFA NUMBER

01-19

DATE OF ISSUANCE

August 3, 2020
REQUEST FOR APPLICATIONS FOR
APPLICATION & ENROLLMENT SERVICES FOR
LONG-TERM SERVICES & SUPPORTS PROGRAMS

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**CALENDAR OF EVENTS**

The Commonwealth will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
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<tr>
<td>Deadline to submit questions via email to <a href="mailto:RA-PWRFAQUESTIONS@PA.GOV">RA-PWRFAQUESTIONS@PA.GOV</a></td>
<td>Potential Applicants</td>
<td>August 18, 2020 4:00 PM EST</td>
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<tr>
<td>Pre-Application Conference</td>
<td>DHS/Potential Applicants</td>
<td>August 19, 2020 1:00 PM EDT</td>
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<td>Please register at: <a href="https://attendee.gotowebinar.com/register/2223230511824949519">https://attendee.gotowebinar.com/register/2223230511824949519</a></td>
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<td>After registering, you will receive a confirmation email containing information about joining the webinar.</td>
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<td>Answers to Potential Applicant questions posted to the DGS website at <a href="http://www.emarketplace.state.pa.us/Search.aspx">http://www.emarketplace.state.pa.us/Search.aspx</a> no later than this date.</td>
<td>DHS</td>
<td>September 2, 2020</td>
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<tr>
<td>Please monitor website for all communications regarding the RFA.</td>
<td>Potential Applicants</td>
<td>Ongoing</td>
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<tr>
<td>Sealed application must be received by the Issuing Office at:</td>
<td>Applicants</td>
<td>October 2, 2020 12:00 PM EST</td>
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<td>Commonwealth of Pennsylvania</td>
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PART I

GENERAL INFORMATION

I-1. **Purpose.** This RFA provides to those interested in submitting applications for the subject procurement (“Applicants”) sufficient information to enable them to prepare and submit applications for the Department of Human Services’ (“Department” or “DHS”) consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for an IEB to operate as an Enrollment Services Entity (“ESE”) for individuals applying for and participating in OLTL Long-Term Services and Supports Programs (“Project”). This RFA contains instructions governing the requested applications, including the requirements for the information and material to be included; a description of the services to be provided; requirements that Applicants must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFA.

I-2. **Issuing Office.** The Department’s Office of Administration, Bureau of Procurement and Contract Management (“Issuing Office”) has issued this RFA on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFA shall be Michelle Herring, RA-PWRFAQQUESTIONS@PA.GOV, the Issuing Officer for this RFA. Please refer all inquiries to the Issuing Officer.

Please refer to Appendix H for the acronyms and capitalized defined terms used in this RFA. When the terms “includes” or “including” are used in this RFA, they mean “includes but not limited to” or “including but not limited to” unless the context indicates otherwise.

I-3. **Overview of Project.** DHS is seeking an Applicant to operate as an IEB for the OLTL Programs described below. The selected Applicant shall provide application and Enrollment services, Choice Counseling and other BSS services to individuals who apply for LTSS under an OLTL Program and information and assistance to individuals who have not applied for LTSS but who contact or are referred to the selected Applicant because they are interested in or may need LTSS under an OLTL Program. The selected Applicant shall also provide Choice Counseling and certain BSS services to Participants enrolled in the OLTL Programs.

The selected Applicant must be free of all conflicts of interest and provide useful and accurate information and Enrollment assistance services. To facilitate the LTSS Application and Enrollment process, the selected Applicant must understand the roles and responsibilities of the different entities involved in the process and coordinate and cooperate with those entities so that LTSS Applicants receive the needed services for which they are eligible as quickly as possible.

The individuals who are served by the selected Applicant are a diverse cultural population with a wide range of complex health care, LTSS, and communication needs. The selected Applicant must identify and respond to their individual needs and circumstances, perform community outreach activities and make coordinated efforts within their communities so that these individuals receive effective and timely application and Enrollment assistance and Choice Counseling.

A brief overview of the OLTL Programs for which the selected Applicant will serve as the IEB and operate as an ESE and provide certain BSS follows:
A. OLTL Managed Care Programs:

1. **Community HealthChoices.** CHC is a mandatory MA managed care program through which physical health services and LTSS are provided to MA Beneficiaries, age 21 and older, who:
   
   - Qualify for MA LTSS because they are NFCE; or
   - Are not NFCE but are NFI Dual Eligibles.

   CHC was implemented in three phases in five geographic Zones. The first phase was implemented in the Southwest Zone on January 1, 2018. The second phase was implemented on January 1, 2019 in the Southeast Zone. The third phase consisting of the Lehigh/Capital, Northwest, and Northeast Zones, was implemented on January 1, 2020. CHC serves an estimated 365,000 individuals statewide, including 150,000 older persons and adults with physical disabilities who are currently receiving LTSS in the community and in nursing facilities. CHC is the sole MA Program option for NFI Dual Eligibles and MA Beneficiaries who are NFCE and not enrolled in a LIFE Program.

   ![Map of geographic zones](image)

   Currently, DHS has agreements with three CHC-MCOs to provide covered services to enrolled CHC Participants in all five geographic zones.

2. **Living Independence for the Elderly Program.** LIFE is a capitated program that provides integrated Medicare and Medicaid benefits to LIFE Participants. Known nationally as PACE, LIFE covers all Medicare services, all MA state plan covered services, behavioral health, LTSS, and pharmacy services. LIFE is a fully integrated program that includes additional community support services. LIFE Providers operate at least one center in their assigned service area where LIFE Participants go for primary care, day and health services, restorative care, and other care needs. All care is coordinated by an Interdisciplinary Team.

   To enroll in LIFE, an individual must be age 55 or older, NFCE and be able to be safely served in the community as determined by a LIFE Provider. In addition, the individual must be
financially eligible for MA or able to pay privately for LIFE services and must reside in a LIFE service area.

LIFE is currently available in 47 counties in Pennsylvania, but DHS expects it to be available statewide in the future. LIFE will continue to operate in the CHC Zones and is an alternative managed care option to CHC.

B. OLTL Home and Community-based Services Programs:

1. **OBRA Waiver.** The OBRA Waiver Program is a 1915(c) Medicaid waiver program under which HCBS are provided to MA Beneficiaries, 18-59 years of age, who have a developmental disability but not a primary diagnosis of either an ID or a major mental illness and have been assessed to require services at the level of an ICF/ORC. The developmental disability must have manifested before age 22, be likely to continue indefinitely, and result in three or more substantial functional limitations in major life activities: self-care, understanding and use of language, learning, mobility, self-direction or capacity for independent living. Individuals who turn 60 while enrolled in the OBRA Waiver Program may continue to receive services through the Program until services are no longer needed.

2. **Act 150 Attendant Care Program.** The Act 150 Attendant Care Program is a state-funded program that provides personal assistance services to individuals who are 18-59 years of age and financially ineligible for MA. To receive services under this program, an individual must be NFCE, mentally alert, have a medically determinable physical impairment expected to last for a continuous period not less than 12 months or which may result in death, and require attendant care services. To qualify as “mentally alert”, a person must be capable of selecting, supervising and, if needed, firing an attendant and be capable of managing their own financial and legal affairs.

   The OBRA Waiver Program and Act 150 Attendant Care Program continue in effect after the statewide implementation of CHC.

C. Pennsylvania’s Beneficiary Support System.

1. **Background.** CMS issued a Medicaid Managed Care Final Rule (“Final Rule”) imposing new requirements for providing support to individuals both prior to and during Medicaid managed care enrollment and clarifying existing requirements for enrolling and disenrolling individuals in an MCO, a PIHP, a PAHP, a PCCM or a PCCM entity. The Final Rule at 42 C.F.R § 437.71 requires states to develop and implement a BSS and standardizes the supports that states must make available to Medicaid managed care applicants and enrollees. The BSS serves as a resource for individuals enrolled in managed care to understand managed care, access resources, and more easily navigate their managed care benefits and coverage options. The BSS requirements in the Final Rule include additional focus on supporting individuals receiving LTSS.

   Under the Final Rule, a state’s BSS must include the following elements:
• Choice Counseling, as defined in 42 C.F.R. § 438.2, for all potential managed care enrollees and enrollees who disenroll from a managed care entity.
• Assistance for enrollees in understanding managed care.
• Additional assistance for enrollees who use or express a desire to receive LTSS as follows:
  o An access point for complaints and concerns about their managed care enrollment, access to covered services, and other related matters.
  o Education on grievance and appeal rights under managed care; the state fair hearing process; rights and responsibilities; and additional resources outside of the managed care entity.
  o Assistance, upon request, in navigating the grievance and appeal process within the managed care entity, as well as appealing adverse benefit determinations by the managed care entity to a state fair hearing. The BSS may not provide representation to the enrollee at a state fair hearing but may refer enrollees to sources of legal representation.
  o Review and oversight of LTSS program data to provide guidance to the state Medicaid Agency on identification, remediation and resolution of systemic issues.

The BSS also must include outreach to beneficiaries and their authorized representatives and be accessible in multiple ways including by telephone, internet, in-person, and via auxiliary aids and services, when requested. If, as is the case in Pennsylvania, the state will have an agreement with an entity to provide Choice Counseling, that entity and its subcontractors must meet the independence and freedom from conflict of interest standards in 42 C.F.R. § 438.810(b)(1) and (2).

2. Pennsylvania BSS. OLTL has transitioned LTSS in Pennsylvania from the traditional fee-for-service model to CHC. The current IEB is responsible for some of the federally required BSS components for CHC. Specifically, the OLTL IEB provides education to LTSS Applicants and Potential LTSS Applicants, assists LTSS Applicants with the LTSS Application and Enrollment process, provides Choice Counseling to CHC Participants, and serves as an intake point for complaints regarding the MA program and CHC-MCOs. With the implementation of CHC statewide, DHS is expanding the BSS responsibilities of the selected Applicant, as specified in this RFA, to offer enhanced consumer-focused supports to Potential LTSS Applicants, LTSS Applicants and CHC Participants as they navigate CHC and their other LTSS options.

In addition to the current IEB, other entities in Pennsylvania provide required components of the BSS and actively support individuals who are enrolled in or seeking to enroll in managed care programs. They include:

• The ADRC, known as the PA LINK, which provide education, assistance in obtaining services, and PCC for MA and non-MA services through county-based and local partners across the state.
• PLAN, which provides education and assistance in obtaining MA and non-MA resources, and education and legal representation for grievances and appeals and fair hearings.
• Aging Well, LLC, which provides education and outreach to individuals transitioning to the CHC program.
• **APPRISE**, the State Health Insurance Assistance Program, which focuses on Medicare and provides in-depth benefits counseling and assistance to Medicare participants and their families.

The selected Applicant must be familiar with the services provided by these entities so that it leverages, but does not replace or duplicate, the current BSS resources across Pennsylvania. The selected Applicant must also address gaps in BSS functions related to LTSS activities so that Potential LTSS Applicants, LTSS Applicants and Participants will have the supports necessary for a successful experience with their OLTL Program.

**D. Enrollment Data and Trends.** To assist Applicants in understanding and assessing the scope of the Project, DHS is providing projected enrollment numbers for CHC by Zone and by CHC Participant categories. DHS is also providing historic enrollment information and projected enrollment trends for LIFE and the OBRA Waiver and Act 150 Attendant Care Programs. Refer to Appendix I for this historic and projected enrollment information.

**E. Enterprise Case Management Enrollment Services.** DHS is implementing an Enterprise Case Management (“ECM”) system, which will provide a more complete picture of the DHS services provided to individuals and families through multiple DHS program offices. DHS is in the process of selecting an ECM platform and will be engaging a system integrator to implement the ECM platform. The ECM System Integrator’s role will be to facilitate discovery and sprint sessions with stakeholders to configure the ECM subsystem in the platform, develop minimal customizations if needed, perform system testing, provide Tier 2 help desk services related to application, maintain applications, and deploy releases.

One module within the ECM system will be for the OLTL Enrollment Services. This module will provide a customer-facing portal (“CFP”), allowing anyone from the public to view or compare information on a variety of programs and services, as well as providing the ability for applicants and other authorized individuals to track the progress of their LTSS Application. The OLTL enrollment services subsystem of ECM will provide case management capabilities for DHS and the ESE to facilitate the eligibility and enrollment processes, including application tracking of individuals referred to and applying for OLTL programs.

Through the ECM initiative, DHS will bring in-house functionality that the incumbent’s IEB system currently provides. The IEB operating as an ESE will leverage the OLTL Enrollment Services subsystem of the ECM system to provide services that the IEB is currently delivering. The ECM implementation timeline for enrollment services is estimated to begin June 2021 through December 2021 and be fully deployed in 2022, but this timeline is subject to change.

With the implementation of the ECM system, OLTL will have the ability to streamline processes and enhance communication among the ESE, DHS, and clients. ECM will accommodate OLTL’s desire for increased visibility into the enrollment process, allowing for direct access to data the ESE gathers. The goal of the ECM system for OLTL is to improve the management of activities in which the IEB operating as the ESE is involved, and to increase access to data. The system will also provide a means to reduce the amount of paper consumed throughout the application and enrollment process.
I-4. Objectives.

A. General. DHS is seeking an Applicant to serve as an IEB and operate as an ESE that provides application and Enrollment assistance, Choice Counseling, and BSS to individuals who apply for or are enrolled in an OLTL Program, or who contact or are referred to the selected Applicant because they are interested in or may need LTSS under an OLTL Program.

B. Specific. The selected Applicant shall:

1. Establish a streamlined process to provide timely and efficient application and Enrollment assistance to allow individuals to access needed services.

2. Provide conflict free Choice Counseling that enables individuals to make informed and unbiased decisions about all OLTL Programs and results in consistently high advance plan selection rates by CHC LTSS Participants.

3. Provide individualized case management to LTSS Applicants through assignment of a locally based enrollment case manager.

4. Conduct an in-person visit with LTSS Applicants at the outset of the application and Enrollment process and assist them, as requested, to complete and provide documentation to support their LTSS Applications.

5. Implement and maintain measures so that LTSS Applicants receive timely Clinical Eligibility Determinations, including conducting functional assessments and assisting LTSS Applicants in obtaining PCs or arranging for a physician to supply physician certifications, as necessary.

6. Complete initial FEDs for LTSS Applicants, NF Applicants and certain residents of personal care homes and domiciliary care homes.

7. Facilitate Program and Plan Transfers for Participants, including transfers to maintain continuity of care for OPTIONS Program participants transitioning to CHC or another OLTL Program.

8. Make warm transfers of individuals determined ineligible for OLTL Programs to other service programs and community partners in the LTSS delivery system, including OPTIONS.

9. Hire and maintain sufficient numbers of qualified and trained staff to perform the functions required by this RFA.

10. Provide the support and assistance necessary to bridge gaps between Participants, service coordinators, CHC-MCOs, and providers.

11. Serve as an access point for Participants to ask questions or share concerns about Enrollment, their OLTL Program, their CHC-MCO and access to covered services.

12. Help Participants understand and navigate the complaint, grievance, appeals and fair hearing processes, including referrals to legal representation.

13. Establish and maintain an IEB Website that provides access to information about the OLTL Programs and the different services available under those Programs and the CHC-MCOs’ Provider Networks; allows LTSS Applicants to schedule contacts and in-person visits,
communicate directly with their enrollment case managers, check the status of their applications in real-time, and select a CHC-MCO and PCP or a LIFE Provider.

14. Adopt and maintain measures to provide effective communication between the IEB’s Enrollment case managers and the CAOs and to support an electronic interface for timely transmission of information to CAOs.

15. Establish and maintain measures to coordinate with entities involved in providing services to IEB Customers, including the DHS Office of Income Maintenance, CAOs, CHC-MCOs, PH-MCOs, BH-MCOs, and LIFE Providers.

16. Provide IEB Customers access to information, application and Enrollment assistance and BSS relating to OLTL Programs through a web-based approach that is supplemented by additional means including: email, text message, mail, telephone, social media, and in-person assistance.

17. Use the ECM to maintain an adequate MIS to handle the interfaces and exchange of files critical to the timely processing and tracking of Enrollments and LTSS Applications and to provide access to Provider Network information so Participants and LTSS Applicants are afforded accurate information to choose an OLTL Program or a CHC-MCO and PCP that best meets their needs.

18. Develop and maintain a database to store and track detailed information on all Participant contacts and where they were referred to for support.

19. Establish and maintain defined protocols and processes that support Person-Centered Service Planning.

20. Establish and maintain a repository for storing eligibility and Enrollment data received from DHS that can be used for required activities.

21. Have the capability and flexibility to accommodate future changes relating to services provided under this RFA and to the MA Program.

I-5. **Type of Agreement.** If the Department enters into an agreement as a result of this RFA, it will be a Firm, Fixed price grant agreement containing the Standard Terms and Conditions as shown in Part VII. All references to the term “Grantee” shall refer to the selected Applicant.

I-6. **Rejection of Applications.** The Department, in its sole and complete discretion, may reject any application received as a result of this RFA.

I-7. **Incurring Costs.** DHS is not liable for any costs the Applicant incurs in preparation and submission of its application, in participating in the RFA process or in anticipation of award of a grant agreement.

I-8. **Pre-Application Conference.** DHS will hold a Pre-Application conference as specified in the Calendar of Events. The purpose of this conference is to provide an opportunity for clarification of the RFA. Applicants should forward all questions to the Issuing Officer in accordance with Part I, Section I-9 to provide for adequate time for analysis before DHS provides an answer. Applicants may also ask questions at the conference. The Pre-Application conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by DHS. **Attendance at the Pre-Application Conference is optional, but strongly encouraged.**
I-9. **Questions & Answers.** If an Applicant has any questions regarding this RFA, the Applicant must submit the questions by email *(with the subject line “RFA 01-19 Question”)* to the Issuing Officer named in Part I, Section I-2 of this RFA. If the Applicant has questions, they may be submitted as they arise via email, but **no later than** the date indicated on the Calendar of Events. The Applicant shall not attempt to contact the Issuing Officer by any other means. The Issuing Office will post all questions and written answers on the DGS website as an addendum, which shall become part of this RFA.

An Applicant who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its application will not be responsive or competitive because the Department is not able to respond before the application receipt date or in sufficient time for the Applicant to prepare a responsive or competitive application. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Applicant to specific provisions in the RFA. To the extent that DHS decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Office will provide the answer to all Applicants through an addendum.

I-10. **Addenda to the RFA.** If DHS deems it necessary to revise any part of this RFA before the application response date, DHS will post an addendum to eMarketplace at [http://www.emarketplace.state.pa.us/Search.aspx](http://www.emarketplace.state.pa.us/Search.aspx). It is the Applicant’s responsibility to periodically check the website for any new information or addenda to the RFA. DHS shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFA or formally issued as an addendum.

I-11. **Response Date.** To be considered for selection, hard copies of applications must arrive at the Issuing Office on or before the time and date specified in the RFA Calendar of Events. DHS will **not** accept applications via email or facsimile transmission. Applicants who send applications by mail or other delivery service should allow sufficient delivery time for the timely receipt of their applications. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which applications are to be returned is closed on the application response date, the deadline for submission will be automatically extended until the next Commonwealth Business Day on which the office is open, unless the Issuing Office otherwise notifies Applicants. The hour for submission of applications shall remain the same. DHS will reject, unopened, any late applications.

I-12. **Application Requirements.**

**A. Application Submission:** To be considered, Applicants should submit a complete response to this RFA to the Issuing Office, using the format provided in Part I, Section I-12B, providing **six paper copies** [one marked “ORIGINAL”] of the Technical Submittal, **two paper copies** of the SDB/SB Participation Submittal and related Letter(s) of Intent, **one paper copy** of the Cost Submittal and **two paper copies** of the CPP Submittal. In addition to the paper copies of the application, Applicants shall submit **two complete and exact copies** of the entire application (Technical, Cost, SDB/SB and CPP Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. Additionally, on the CD-ROM or Flash Drive, include separate folders that contain a complete and exact copy of the entire Technical Submittal (excluding financial capability) in PDF (portable device format). To the extent that the Applicant designates information as confidential or proprietary or trade secret protected in accordance with Part I, Section I-18, the Applicant must also include one redacted version of the Technical Submittal, excluding financial capability on a CD-ROM or Flash Drive in
Microsoft Office or Microsoft Office-compatible format. The CD-ROM or Flash drive should clearly identify the Applicant and include the name and version number of the virus scanning software that was used to scan the CD-ROM or Flash drive before it was submitted. Applicants may not lock or protect any cells or tabs. Applicants shall make no other distribution of its application to any other Applicant or Commonwealth official or Commonwealth consultant. Each application page should be numbered for ease of reference. An official authorized to bind the Applicant to its provisions must sign the application. If the official signs the Application Cover Sheet (Appendix A to this RFA) and the Application Cover Sheet is attached to the Applicant’s application, the requirement will be met. For this RFA, the application must remain valid for 120 days or until an agreement is fully executed. If DHS selects the Applicant’s application for award, the contents of the selected Applicant’s application and the RFA will become, except to the extent the contents are changed through Best and Final Offers or negotiations, obligations of the grant agreement.

Each Applicant submitting an application specifically waives any right to withdraw or modify it, except that the Applicant may withdraw its application by written notice received at the Issuing Office’s address for application delivery prior to the exact hour and date specified for application receipt. An Applicant or its authorized representative may withdraw its application in person prior to the exact hour and date set for application receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the application. An Applicant may modify its submitted application prior to the exact hour and date set for application receipt only by submitting a new sealed application or sealed modification that complies with the RFA requirements.

B. Application Format: Applicants must submit their applications in the format, including heading descriptions, outlined below. To be considered, the application must respond to all application requirements. Applicants should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the application. All cost data relating to this application and all SDB and SB cost data should be kept separate from and not included in the Technical Submittal. Applicants should not reiterate technical information in the Cost Submittal. Each application shall consist of the following four separately sealed submittals:

1. Technical Submittal:

   a. In response to Part III; and
      The Technical Submittal must include a Transmittal Letter and include Tabs 1 through 12. Applicants must format their responses as follows:

      o Tab 1: Table of Contents
      o Tab 2: Statement of the Project
      o Tab 3: Management Summary
      o Tab 4: Qualifications
      o Tab 5: Financial Capability
      o Tab 6: Work Plan
      o Tab 7: Requirements
      o Tab 8: Reports & Project Control
      o Tab 9: Performance Standards
      o Tab 10: Objections to Standard Grant Terms and Conditions
      o Tab 11: Corporate Reference Questionnaire Appendix D
      o Tab 12: Key Personnel Reference Questionnaire Appendix E
b. Complete, sign and include Appendix G - Lobbying Certification and if applicable, the Disclosure of Lobbying Activities;

c. Complete, sign and include Appendix B – Domestic Workforce Utilization Certification; and

d. Complete, sign, and include Appendix J – Federal Funding Accountability & Transparency Act.

2. Cost Submittal, in response to Part IV of this RFA;

3. SDB/SB Participation Submittal, in response to RFA Part V;

Complete and include Appendix K - SDB/SB Participation Submittal Form and Letters of Intent. Applicant must provide a Letter of Intent for each SDB and SB listed on its SDB/SB Participation Submittal Form.

4. CPP Submittal, in response to RFA Part VI.

Applications must adhere to the following format:

a. Pages must be eight-and-one half (8.5) by eleven (11) inches with right and left margins of one inch; and be double-sided.

b. Must use Arial or Times New Roman font with a type size of 12.

c. Tab and Section headings, shown in this Part I, Section I-12, MUST be used.

d. Each page of the application must include a page number and identification of the Applicant in the page footer.

e. Materials provided in any appendix must be specifically referenced by page numbers in the body of the application.

f. Exceptions for paper and font size are permissible for project schedule (Microsoft Project) or for graphical exhibits and material in appendices which may be printed on white paper with dimensions of 11 by 17 inches.

The Department may request additional information that, in the Department’s opinion, is necessary to determine the Applicant’s competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFA.

The Department may make investigations as deemed necessary to determine the ability of the Applicant to perform the Project, and the Applicant shall furnish to the Issuing Office all requested information and data. The Department may reject any application if the evidence submitted by, or investigation of, such Applicant fails to satisfy the Department that such Applicant is properly qualified to carry out the obligations of the RFA and to complete the Project as specified.

I-13. Economy of Preparation. Applicants should prepare applications simply and economically, providing a straightforward, concise description of the Applicant’s ability to meet the requirements of the RFA.

I-14. Alternate Applications. DHS has identified the basic approach to meeting its requirements, allowing Applicants to be creative and propose their best solution to meeting these requirements. DHS will not accept alternate applications.
I-15. **Discussions for Clarification.** The Department may request Applicants make oral or written clarification of their applications to ensure thorough mutual understanding and Applicant responsiveness. Clarifications may occur at any stage of the evaluation and selection process prior to agreement execution.

I-16. **Oral Presentations.** Applicants may, at the Department’s sole discretion, be required to make an oral presentation of their applications to DHS to demonstrate an Applicant’s capabilities and ability to provide the services required in the RFA. DHS will initiate requests for oral presentations, which may include a request that key personnel be present. The oral presentation will be held in Harrisburg, Pennsylvania.

I-17. **Prime Grantee Responsibilities.** The selected Applicant must perform work valued at least 50% of the total grant agreement value. The grant agreement will require the selected Applicant to assume responsibility for all services offered in its application whether it produces them itself or by sub-grant or subcontract. Further, DHS will consider the selected Applicant to be the sole point of contact with regard to all agreement matters.

I-18. **Application Contents.**

A. **Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Applicants’ submissions in order to evaluate applications. Except as provided, Applicants should not label applications as confidential or proprietary or trade secret protected. Any Applicant who determines that it must divulge such information as part of its application must submit the signed written statement described in Subsection C below and must additionally provide a redacted version of its application in accordance with Part I, Section I-12, which removes only the confidential proprietary information and trade secrets for required public disclosure purposes.

B. **Commonwealth Use.** All material submitted with the application shall be the property of the Commonwealth and may be returned only at DHS’s option. The Commonwealth may use any or all ideas not protected by intellectual property rights that are presented in any application regardless of whether the application becomes part of an agreement. Notwithstanding any Applicant copyright designations contained on applications, the Commonwealth shall have the right to make copies and distribute applications internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. **Public Disclosure.** After the award of an agreement, all application submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If an application contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to Appendix C of the RFA for a Trade Secret Confidential Proprietary Information Notice Form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part III, Section III-4 of this RFA, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. **Best and Final Offers (“BAFO”).**
A. While not required, the Department may conduct discussions with Applicants for the purpose of obtaining BAFOs. To obtain BAFOs, the Department may do one or more of the following, in any combination and order:

1. Schedule oral presentations;
2. Request revised applications; and
3. Enter into pre-selection negotiations.

B. The following Applicants will not be invited by the Department to submit a BAFO:

1. Those Applicants that the Department has determined to be not responsible or whose applications the Department has determined to be not responsive.
2. Those Applicants, which the Department has determined in accordance with Part II, Section II-5, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications for the good faith performance of the agreement.
3. Those Applicants whose raw score for their Technical Submittal of the application is less than 75% of the total amount of raw technical points allotted to the technical criterion.

The Department may further limit participation in the BAFO process to those remaining responsible Applicants which the Department has, within its discretion, determined to be within the top competitive range of responsive applications.

C. The Evaluation Criteria found in Part II, Section II-4, shall also be used to evaluate the BAFOs.

D. Price reductions offered shall have no effect upon the Applicant’s Technical Submittal.

E. Any reduction to commitments to SDBs and SBs must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by DGS Bureau of Diversity, Inclusion and Small Business Opportunities (“BDISBO”).

I-20. News Releases. Applicants shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Department, and then only in coordination with the Department.

I-21. Restriction of Contact. From the issue date of this RFA until the Department selects an application for award, the Issuing Officer is the sole point of contact concerning this RFA. Any violation of this condition may be cause for the Department to reject the offending Applicant’s application. If the Department later discovers that the Applicant has engaged in a violation of this condition, the Department may reject the offending Applicant’s application or rescind its agreement award. Applicants may not distribute any part of their applications beyond the Issuing Office. An Applicant who shares information contained in its application with other Commonwealth personnel or competing Applicant personnel may be disqualified.

I-22. Department Participation. Applicants shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this Part I, Section I-22 of this RFA. DHS will assign a DHS Grant Administrator to manage the administration and monitoring of
the selected Applicant’s performance. Designated Department staff will coordinate readiness review, provide or arrange technical assistance and monitor for compliance with grant requirements and program policies and procedures.

I-23. **Term of Agreement.** The term of the agreement will commence on the Effective Date and will end **three years** after the Effective Date. In its sole and complete discretion, the Department may extend the agreement for two additional one-year periods. The Department will fix the Effective Date after the agreement has been fully executed by the selected Applicant and by the Commonwealth and all approvals required by the Commonwealth have been obtained. The selected Applicant shall not start the performance of any work prior to the Effective Date of the agreement and the Commonwealth shall not be liable to pay the selected Applicant for any service or work performed or expenses incurred before the Effective Date of the agreement.

I-24. **Applicant’s Representations and Authorizations.** By submitting its application, each Applicant understands, represents, and acknowledges that:

A. The information and representations in the application are material and important, and the Department will rely upon the contents of the application in awarding the agreement. The Commonwealth may treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the application submission, punishable pursuant to 18 Pa. C.S. § 4904.

B. The Applicant has arrived at the price(s) and amounts in its application independently and without consultation, communication, or agreement with any other Applicant or potential Applicant.

C. The Applicant has not disclosed the price(s), the amount of the application, nor the approximate price(s) or amount(s) of its application to any other firm or person who is an Applicant or potential Applicant for this RFA, and the Applicant shall not disclose any of these items on or before the application submission deadline specified in the Calendar of Events.

D. The Applicant has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting an application, or to submit any intentionally high or noncompetitive application or other form of complementary application.

E. The Applicant makes its application in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive application.

F. To the best knowledge of the person signing the application for the Applicant, the Applicant, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Applicant has disclosed in its application.

G. To the best of the knowledge of the person signing the application for the Applicant and except as the Applicant has otherwise disclosed in its application, the Applicant has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Applicant that is owed to the Commonwealth.
H. The Applicant and its subcontractors are not currently under suspension or debarment and have not been precluded from participation in any federally funded health care program by the Commonwealth, any other state or the federal government, and if the Applicant cannot so certify, then it shall submit along with its application a written explanation of why it cannot make such certification.

I. The Applicant has not made, under separate agreement with the Department, any recommendations to the Department concerning the need for the services described in its application or the specifications for the services described in the application.

J. Each Applicant, by submitting its application, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Applicant's Pennsylvania taxes, unemployment compensation and workers’ compensation liabilities.

K. Until the selected Applicant receives a fully executed and approved written agreement from the Issuing Office, there is no legal and valid agreement, in law or in equity, and the Applicant shall not begin to perform.

L. The Applicant is not currently engaged, and will not during the duration of the agreement engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.


A. Agreement Negotiations. The Department will notify all Applicants in writing of the identity of the Applicant selected for negotiations after the Department has determined, taking into consideration all of the evaluation factors, the application that is the most advantageous to the Department.

B. Agreement Award. Applicants whose applications are not selected will be notified when negotiations have been successfully completed and the Department has received the final negotiated agreement signed by the selected Applicant.

I-26. Debriefing Conferences. Upon notification of award, Applicants whose applications were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The purpose of the debriefing is to assist the Applicant in understanding some of the strengths and weaknesses of certain aspects of its Technical Submittal. The debriefing will not compare the Applicant with other Applicants, other than the position of the Applicant’s application in relation to all other applications.

I-27. Use of Electronic Versions of this RFA. This RFA is being made available by electronic means. If an Applicant electronically accepts the RFA, the Applicant acknowledges and accepts full responsibility to ensure that no changes are made to the RFA. In the event of a conflict between a version of the RFA in the Applicant’s possession and the Issuing Office’s version of the RFA, the Issuing Office’s version shall govern.

I-28. Information Technology Policies. This RFA is subject to the ITP issued by OA-OIT; and DHS Business and Technical Standards created and published by DHS. ITPs may be found at http://www.oa.pa.gov/Policies/Pages/itp.aspx. The DHS Business and Technical Standards may be found at http://www.dhs.pa.gov/provider/busandtechstandards/index.htm
All applications must be submitted on the basis that all ITPs and DHS Business and Technical Standards are applicable to this procurement. The Applicant must read and be familiar with the ITPs and DHS Business and Technical Standards. If the Applicant believes that any ITP or DHS Business and Technical Standard is not applicable to this procurement, it must list all such ITPs and Business and Technical Standard in its technical response, and explain why it believes the ITP or DHS Business and Technical Standard is not applicable. DHS may, in its sole discretion, accept or reject any request that an ITP or DHS Business or Technical Standard not be considered to be applicable to the procurement. The Applicant’s failure to list an ITP or DHS Business and Technical Standard will result in its waiving its right to do so later, unless DHS in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP or DHS Business and Technical Standard.
PART II

CRITERIA FOR SELECTION

II-1. Mandatory Responsiveness Requirements. To be eligible for selection, an application must:

A. Be timely received from an Applicant (see Part I, Section I-11); and

B. Be properly signed by the Applicant (see Part I, Section I-12.A).

II-2. Technical Nonconforming Applications. The two Mandatory Responsiveness Requirements set forth in Section II-1 above (A-B) are the only RFA requirements that the Commonwealth will consider to be non-waivable. The Department may, in its sole discretion, (1) waive any other technical or immaterial nonconformities in an Applicant’s application, (2) allow the Applicant to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Applicant’s application.

II-3. Evaluation. The Department has selected a committee of qualified personnel to review and evaluate timely submitted applications. Independent of the committee, DGS BDISO will evaluate the SDB/SB Participation Submittal and provide the Department with a rating for this component of each application. The Department will notify in writing of its selection for negotiation the responsible Applicant whose application is determined to be the most advantageous to the Commonwealth as determined by the Department after taking into consideration all evaluation factors.

II-4. Evaluation Criteria. The following criteria will be used in evaluating each application:

A. Technical: The Department has established the weight for the Technical criterion for this RFA as 50% of the total points. Evaluation will be based upon the following in order of importance:

- Soundness of Approach. This includes the Applicant’s technical approach for completion of all requirements and tasks of the RFA, if it is responsive to all requirements of the RFA, and if it meets the Project’s objectives.

- Applicant Qualifications. This includes the ability of the Applicant to meet the terms of the RFA, especially the time constraints involved with the Project, and the quality, relevancy, and recentness of projects completed by the Applicant. This also includes the Applicant’s ability to undertake a Project of this size.

- Personnel Qualifications. This includes the competence and sufficiency of the professional personnel who would be assigned to the Project. Qualifications of professional personnel shall be measured by experience and education, with particular reference to experience with services similar to those described in the RFA as well as the qualifications of the Program Manager, Financial Analyst, Systems Analyst and Designated Backup, and the Operations Manager.

- Understanding the Problem. This includes the Applicant’s understanding of the Commonwealth’s needs that generated the RFA, of the Commonwealth’s objectives for the services, and of the nature and scope of the work involved.
The final Technical scores are determined by giving the maximum number of technical points available to the application with the highest raw technical score. The remaining applications are rated by applying the Technical Scoring Formula set forth at the following webpage: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

B. **Cost:** The Department has established the weight for the Cost criterion for this RFA as 30% of the total points. The cost criterion is rated by giving the application with the lowest total cost the maximum number of Cost points available. The remaining applications are rated by applying the Cost Formula set forth at the following webpage: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

C. **Small Diverse Business and Small Business Participation:** BDISO has established the evaluation weight for the SDB/SB Participation criterion for this RFA as 20% of the total points.

1. The SDB and SB point allocation is based entirely on the percentage of the agreement cost committed to SDBs and SBs. If the Applicant is an SDB, 100% of the agreement cost is allocated to SDB participation. If the Applicant is a SB, 100% of the agreement cost is allocated to SB participation.

2. A total combined SDB/SB commitment of less than one percent of the total grant agreement cost is considered de minimis and will receive no SDB or SB points.

3. Based on a maximum total of 200 available points for the SDB and SB Participation Submittal, the scoring mechanism is as follows:

   \[
   SDB \text{ and SB Raw Score } = \\
   200 \times (SDB\% + \frac{1}{3} \times SB\%)
   \]

4. The SDB and SB raw score is capped at 200.

5. The Applicant with the highest raw score will receive 200 points. Each Applicant’s raw score will be pro-rated against the highest Applicant’s raw score by applying the formula set forth on the following webpage: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

6. The Applicant’s prior performance in meeting its obligations to SDBs and SBs will be considered by BDISO during the scoring process. To the extent the Applicant has failed to meet prior commitments, BDISO may recommend to the Issuing Office that the Applicant be determined non-responsible for the limited purpose of eligibility to receive SDB and SB points.

D. **Domestic Workforce Utilization:** Any points received for DWU criterion are bonus points in addition to the total points for this RFA. The maximum amount of bonus points available for this criterion is three percent of the total points for this RFA.
To the extent permitted by the laws and treaties of the United States, each application will be scored for its commitment to use domestic workforce in the fulfillment of the agreement. Maximum consideration will be given to those Applicants who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the DWU Formula: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

II-5. **Applicant Responsibility.** To be responsible, an Applicant must submit a responsive application and possess the capability to fully perform the agreement requirements in all respects and the integrity and reliability for the good faith performance of the agreement.

For an Applicant to be considered responsible for this RFA and therefore eligible for selection for BAFO or selection for agreement negotiations:

A. The total raw score for the Technical Submittal of the Applicant’s application must be greater than or equal to 75% of the available raw technical points;

B. The Applicant’s conflict-free information must demonstrate that the Applicant and its subcontractor(s) meet the independence and conflict free requirements defined in Part III, Section III-3.C.; and

C. The Applicant’s financial information must demonstrate that the Applicant possesses the financial capability for the good faith performance of the agreement. The Commonwealth will review the Applicant’s previous three financial statements, any additional information received from the Applicant, and any other publicly available financial information concerning the Applicant, and assess each Applicant’s financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Applicant that fails to demonstrate sufficient financial capability to ensure good faith performance of the agreement as specified herein may be considered by the Department, in its sole discretion, for BAFO or agreement negotiation contingent upon such Applicant providing agreement performance security for the first agreement year cost proposed by the Applicant in a form acceptable to the Department. Based on the financial condition of the Applicant, the Department may require a certified or bank (cashier’s) check, letter of credit, or a performance bond conditioned upon the faithful performance of the agreement by the Applicant. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Applicant and cannot increase the Applicant’s cost application or the agreement cost to the Commonwealth.

Further, the Department will award an agreement only to an Applicant determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.
II-6. Final Ranking and Award.

A. The Department, in its sole discretion, may undertake negotiations with Applicants whose applications, in the judgment of DHS, show them to be qualified, responsible, and capable of performing the Project.

B. After any BAFO process conducted, the Issuing Office will combine the evaluation committee’s final technical scores, BDISBO’s final SDB and SB Participation Submittal scores, the final cost scores, and (when applicable) the DWU scores, in accordance with the relative weights assigned to these areas.

C. The Issuing Office will rank the responsible Applicants according to the total overall score assigned to each, in descending order.

D. Except as provided in Part II, Section II-6.E, the Department must select for negotiations the Applicant with the highest overall score.

E. The Department has the discretion to reject all applications or cancel the RFA, at any time prior to the time an agreement is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the RFA file.
PART III

TECHNICAL SUBMITTAL

III-1. **Statement of the Project.** State in succinct terms your understanding of the Project and the services required by this RFA. The Applicant’s response should demonstrate that the Applicant fully understands the scope of services to be provided, the Applicant’s responsibilities, and how the Applicant will effectively manage the provision of IEB services. The Applicant should include in the Statement of the Project specific issues and risks associated with IEB services and include proposed solutions for each.

**Applicant Response**

III-2. **Management Summary.** Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided. The Applicant should condense and highlight the contents of the Technical Submittal in a manner that allows a broad understanding of the entire Technical Submittal.

**Applicant Response**

III-3. **Qualifications.**

A. **Company Overview.** The Applicant must describe its corporate history. This section must detail information on the ownership of the company (names and percent of ownership), the date the company was established, the date the company began operations, the physical location of the company, and the current size of the company. The Applicant must provide a corporate organizational chart.

The Applicant must describe its corporate identity, including the name, address, telephone number, and email address for the legal entity that is submitting the application. In addition, the Applicant must provide the name of the principal officers, a description of its major services, and any specific licenses and accreditations held by the Applicant.

Applicants must provide similar organizational background information on any significant subgrantee or subcontractor. A significant subgrantee or subcontractor is defined as an organization undertaking more than ten percent of the total cost basis of the work associated with this RFA.

If an Applicant is proposing to use the services or products of a subsidiary or affiliated firm, the Applicant must describe the business arrangement with that entity and the scope of the services the entity will provide.

**References.** The Applicant must provide a list of at least three relevant contacts within the past three years to serve as corporate references. The references must be outside clients (non-DHS). This list shall include the following for each reference:

a. Name of customer  
b. Type of contract or agreement  
c. Contract or agreement description, including type of service provided  
d. Total value  
e. Contracting officer’s name and telephone number
f. Role of subcontractors (if any)

g. Time period in which service was provided

The Applicant must submit Appendix D, Corporate Reference Questionnaire, directly to the contacts listed. The references should return the completed questionnaires in sealed envelopes to the Applicant. The Applicant must include these sealed references with its Technical Submittal under Tab 11.

The Applicant must disclose any contract or agreement cancellations, or terminations within five years preceding the issuance of this RFA. If a contract or agreement was canceled or terminated for lack of performance, the Applicant must provide details on the customer’s allegations, the Applicant’s position relevant to the allegations, and the final resolution of the cancellation or the termination. The Applicant must include each customer’s company or entity name, address, contact name, phone number, and email address.

The Department may disqualify an Applicant based on a failure to disclose such a cancelled or terminated contract or agreement. If the Department learns about such a failure to disclose after an agreement is awarded, the Department may terminate the agreement.

**Applicant Response**

B. Prior Experience. The Applicant should include experience or similar types of experience operating as an IEB, administering and facilitating community-based or public programs, assisting individuals with an application and enrollment process, working with older adults or adults with disabilities, and working with individuals with acquired brain injuries, or cognitive or behavioral impairments, as well as experience and knowledge of BSS requirements, Medicaid Managed Care, including managed care for LTSS and PACE programs, the application and Enrollment processes for LTSS, or similar types of experiences and knowledge. The Applicant should describe its experience with Federal and State Medicaid laws, regulations, and policies and in developing reports required by Federal or State agencies, or other similar experience. Experience should be work done by individuals who will be assigned to this Project as well as that of your company. Projects referred to must be identified and the name of the customer shown, including the name, address and telephone number of the responsible official of the customer, company, or agency who may be contacted.

The Applicant should identify its experience for the types of activities listed below or other similar types of experience. The Applicant should explain how its prior experience supports the Applicant’s ability to manage this Project. Experience shown should be within five years of the application submission and include work done by your company and the individuals who will be assigned to this Project.

1. Working with managed care delivery systems, including PACE programs.

2. Working with Medicaid LTSS Programs, including nursing facilities and Preadmission Screening Resident Review (“PASRR”).

3. Enrolling eligible individuals in Medicaid managed care plans, Medicare Advantage plans or other federally funded health care delivery systems (e.g., risk-based managed care).

4. Working with adults with LTSS needs, including older adults and adults with disabilities.
5. Working with individuals with acquired brain injuries or cognitive or behavioral impairments.

6. Working with individuals requiring alternative methods of communication who have neurocognitive impairments or who are visually or hearing impaired or both.

7. Providing culturally, linguistically, and disability-competent services.

8. Working with Dual Eligibles.

9. Assisting or working with Medicare beneficiaries in connection with their Medicare benefits.

10. Effectively managing enrollment services issues specific to Medicaid, Medicare or other federally funded health care delivery systems.

11. Managing a Clinical Eligibility Determinations process, including completing functional assessments of LTSS Applicants and Participants.

12. Providing BSS or performing BSS functions.

13. Providing Choice Counseling services and assisting eligible individuals in making informed choices when selecting an MCO and PCP in a Medicaid, Medicare or other federally-funded health care program.


15. Working with community organizations and designing, developing and operating programs that involve community stakeholders in determining program improvement initiatives and outreach efforts.

16. Conducting outreach to access resources or experts in the community to learn more or gain knowledge about individuals with brain injury or cognitive impairments.

17. Providing timely and high-quality services to individuals applying for or enrolled in LTSS programs.

In describing its prior experience, the Applicant must identify any challenges or problems it encountered and the steps and length of time the Applicant needed to address and resolve those challenges and problems.

If the experience of any proposed subcontractor is being used to meet the qualifications and requirements of this RFA, the Applicant must provide the same information as listed above for the subcontractor. This information must be presented separately within this section, clearly identifying the subcontractor experience and name of the subcontractor.

**Applicant Response**

C. Independence and Conflict Free: The selected Applicant and all subgrantee(s) and subcontractor(s) including SDBs and SBs, regardless of whether the subgrantee(s) or subcontractor(s) are providing services in relation to the selected Applicant’s Choice Counseling or Enrollment assistance services, must be free of real or perceived conflicts of interest, and must, at a minimum, be:
a. Independent as defined in 42 C.F.R. § 438.810 (b)(1);
b. Free from conflict of interest as defined in 42 C.F.R. § 438.810 (b)(2); and
c. Free from any relationship with the DHS EQRO contractor or its subcontractors.

The Applicant must demonstrate that it and each subgrantee and subcontractor, including SDBs and SBs meet the independence and conflict free requirements of this section. If the Applicant, a subgrantee(s) or subcontractor(s) is not independent and conflict-free at the time of application submittal, the Applicant must detail the sequencing of events and the time required to become independent and conflict-free to demonstrate to DHS’s satisfaction that the Applicant, the subgrantee(s) or subcontractor(s) will meet the independence and conflict-free requirements by the Effective Date of the grant agreement.

The Applicant must identify whether it or any of its subgrantees or subcontractors including SDBs and SBs provide services in Pennsylvania as a health care provider, an MCO, a PIHP, a PAHP, a PCCM, or an MA or OLTL Provider; are owned or controlled by a Pennsylvania MCO, PIHP, PAHP, PCCM or a health care provider; or own or control a Pennsylvania MCO, PIHP, PAHP, PCCM or health care provider. If any of these relationships exist for the Applicant, its subgrantees or subcontractors, the Applicant must identify the entity and provide a description of the relationship.

The Applicant must state whether the Applicant or any of its subgrantees or subcontractors including SDBs and SBs have any direct or indirect financial interest in, including any contract with any MCO, health care provider, or MA or OLTL Provider that furnishes services in Pennsylvania; has been excluded from participation from a federally funded health care program; has been debarred by any federal agency; or has been or is subject to civil monetary penalties under the Social Security Act.

The obligation to remain conflict free and independent is continuing and the selected Applicant must notify the Department if it or any of its subgrantees or subcontractors fail to remain conflict free or independent during the term of the Agreement.

**Applicant Response**

**D. Personnel.** An Applicant must submit a description of its proposed organizational structure for the Project. As part of the organizational structure, the Applicant must include a description of the positions and staffing, the minimum education, training, and qualifications, the proposed reporting lines and where the personnel will be physically located during the time they are engaged in the Project. The Applicant must demonstrate that all requirements set forth in this RFA are sufficiently addressed in the Applicant’s proposed organizational structure and personnel. If an Applicant is proposing an implementation team, it must identify its strategy for transitioning from the implementation team to a permanent team.

An Applicant may contract with a third party to perform functions, subject to the conditions set forth in this RFA. If an Applicant proposes to engage a subgrantee or subcontractor to perform any functions discussed in this section of the RFA, the Applicant may cross-reference and need not duplicate the descriptions requested below in **Part III, Section III-3.E.**
The DHS Grant Administrator may request that the selected Applicant remove a person from this Project at any time. If a person is removed from the Project, the selected Applicant must fill the vacancy within ten calendar days with a person acceptable in terms of experience and skills, subject to the DHS Grant Administrator’s approval. A replacement’s qualifications must equal or exceed those of the individual vacating the position.

**Key Personnel.** For the Key Personnel listed below, include the individual’s name and, through a resume or similar document, the individual’s education and experience in similar size and scope projects. Indicate the responsibilities each individual will have in the Project and how long each has been with your company. Indicate whether each Key Personnel position will be dedicated full-time to the Project; or, if not, specify the percentage of time the position will be dedicated to the Project.

1. **Program Manager.** This person will be responsible and accountable for identifying and reinforcing all requirements and activities related to the grant agreement. This person must have demonstrated project management and leadership skills for a Project of this size and scope; knowledge of health care, Medicaid and Medicare, OLTL Programs or similar state Medicaid Programs; and experience with low income populations, community-based organizations and special needs populations. In addition, at a minimum, this person must have a Bachelor’s degree; a background in business and management in either the public or private sector, as well as with managed care programs; and a minimum of two years’ experience in program management and overseeing staff. Experience working in the human services industry is preferred.

2. **Financial Analyst.** This person will oversee the financial management of the Project, including all invoicing of the Commonwealth for work completed as well as oversight of the selected Applicant’s expenditures. This person will work directly with the Bureau of Finance within OLTL to maintain correct spending trends. At a minimum, this person must have a Bachelor’s degree, accounting skills, a minimum of two years’ experience in financial management and must be able to support all aspects of financial management for a Project of this size.

3. **Systems Analyst.** This person will oversee the transfer of information from the selected Applicant to all appropriate destinations for smooth operation of the services outlined in this RFA. This person will meet regularly with his or her counterparts at DHS and at other DHS vendors, as requested by DHS, to discuss any issues that may arise during the operation of the Project. This person will also be responsible for the correct functioning of all systems and the compatibility of all systems with those of DHS to perform the work outlined in this RFA. This person must have demonstrated systems management skills to support a Project of this size and complexity. This person must have the authority to make decisions necessary to resolve problems. This position must have a designated backup person who has the same skills and authority.

4. **Operations Manager.** This person will handle the day-to-day operations of the Project. This person will oversee the selected Applicant’s process for providing Choice Counseling and application and Enrollment assistance, including the coordination with other programs and agencies involved in the delivery of services to these individuals, as needed; and the provision of BSS services to individuals receiving or seeking LTSS. This person must have operations management and community relations skills and have demonstrated the ability to manage staff providing application and Enrollment services, Choice Counseling, and beneficiary supports, preferably for a health care related or Medicaid program.
Key personnel must be available to DHS in person or via conference call on an as needed basis, as determined by DHS.

A minimum of three client references for Key Personnel must be identified. All client references for Key Personnel must be outside clients (non-DHS) who can give information on the individual’s experience and competence to perform project tasks similar to those requested in this RFA. Key Personnel may be a member of the Applicant’s organization, or a subcontractor or subgrantee included in the Applicant’s application.

The Applicant must submit Appendix E, Key Personnel Reference Questionnaire, directly to the contacts listed. The references should return completed questionnaires in sealed envelopes to the Applicant. The Applicant should include these sealed references with its application under Tab 12.

Submitted responses should not include personal information that will, or will be likely to, require redaction to release the application under the Right-to-Know Law, including home addresses and phone numbers, Social Security Numbers, Driver’s License numbers or numbers from state identification cards issued in lieu of a Driver’s License, and financial account numbers. If the Commonwealth requires any of this information, the information will be requested separately and as necessary.

**Key Personnel Diversions or Replacement.** Once Key Personnel are approved by the Department, the selected Applicant may not divert or replace personnel without prior approval of the DHS Grant Administrator. The selected Applicant must provide notice of a proposed diversion or replacement to the DHS Grant Administrator at least 30 calendar days in advance and provide the name, qualifications, and background check (if required) of the person who will replace the diverted personnel. The DHS Grant Administrator will notify the selected Applicant within ten Business Days of the diversion notice whether the proposed diversion is acceptable and if the replacement was approved.

Divert or diversion is defined as the transfer of Key Personnel by the selected Applicant, or its subcontractor or subgrantee to another assignment within the control of either the Applicant or subcontractor or subgrantee. Advance notification and approval do not include changes in Key Personnel due to resignations, death, disability, dismissal for cause or dismissal as a result of the termination of a subcontract or any other causes that are beyond the control of the selected Applicant or its subcontractor or subgrantee. DHS must approve the replacement personnel.

**Enrollment Case Managers:** The selected Applicant must employ, or subcontract for, a sufficient number of locally based enrollment case managers to provide services to LTSS Applicants consistent with the requirements of the RFA. Enrollment case managers must satisfy one of the following qualifications:

1. A minimum of one year experience in public or private social work and a Bachelor’s degree, with or supplemented by a minimum of 12 semester hours credit in sociology, social welfare, psychology, gerontology, or other related social sciences; or a Bachelor’s degree with a social welfare major; or any equivalent combination of experience and training with successful completion of a minimum of 12 semester hours credit in sociology, social welfare, psychology, gerontology, or other related social sciences.

2. A minimum of two years of case work experience including one year of experience performing assessments of individual’s functional ability to determine the need for institutional or
community-based services and a Bachelor’s degree with or supplemented by a minimum of twelve semester hours credit in sociology, social welfare, psychology, gerontology or other related social sciences.

3. A minimum of one year assessment experience and a Bachelor’s degree with social welfare major.

4. Any equivalent combination of experience or training with successful completion of a minimum of 12 semester credit hours of college level courses in sociology, social welfare, psychology, gerontology or other related social sciences.

One-year experience in a local AAA may be substituted for one-year assessment experience. The equivalency statement in the items means that related advanced education may be substituted for a segment of the experience requirement and related experience may be substituted for required education except for the required 12 semester credit hours of college level courses in the majors referenced above.

**Applicant Response**

**E. Subgrantees and Subcontractors.** Provide a subcontracting plan for all subgrantees, including SDB and SB subcontractors, who will be assigned to the Project. The selected Applicant is prohibited from subcontracting or outsourcing any part of this Project without the express written approval of the Commonwealth. Upon award of the agreement, subgrantees and subcontractors included in the application are deemed approved. For each position included in your subcontracting plan, provide:

1. Name of subgrantee or subcontractor;
2. Primary contact name and email of subgrantee or subcontractor;
3. Address of subgrantee or subcontractor;
4. Description of services to be performed;
5. Applicant’s prior experience working with the subgrantee or subcontractor;
6. Subgrantee’s or subcontractor’s qualifications;
7. Number of employees by job category to work on the Project;
8. Description of how the subgrantee or subcontractor will be monitored, channels of communication will be maintained and compliance with the agreement terms verified;
9. Geographical location of staff; and
10. Resumes (if required).

**Applicant Response**

**III-4. Financial Capability.** Describe your company’s financial stability and economic capability to perform the requirements in this RFA. Provide your company’s financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company’s Balance Sheet and Income Statement of Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth may request additional information it deems necessary to evaluate an Applicant’s financial capability.

**Applicant Response**
III-5. **Work Plan.** Describe in narrative form your technical plan for accomplishing the work for the Project. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a PERT or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach. The relationship between Key Personnel and the specifics tasks, and assignments to accomplish the scope of work should also be described. Indicate the number of staff hours allocated to each task.

The Applicant should clearly state how the objectives of the Project will be met and how each task will be performed. Where the application deviates from the RFA work statement, the Applicant should explain why.

The Applicant should describe its management approach, including how it will implement its proposed work plan. Where applicable, the Applicant should provide specific examples of methodologies or approaches, including monitoring approaches, it will use to fulfill the RFA requirements and examples of similar experience and approach on comparable projects. The Applicant should describe the management and monitoring controls it will use to achieve the required quality of services and all performance requirements. The Applicant should also address its approach to internally monitor and evaluate the effectiveness of meeting the agreement requirements.

The Applicant should include in the work plan its planned approach and process for establishing and maintaining communication between all parties and a technical approach that is aligned with all written specifications and requirements contained in the RFA.

**Tasks:**

A. **Readiness Review and Implementation.** The selected Applicant will be afforded up to a six-month Readiness Review Period to develop and ramp-up services. Describe your plan to meet the following requirements. Include a PERT or similar display, time related, showing each event.

1. **Readiness Review Process.**
   a. Upon the Effective Date, the selected Applicant must begin to participate in the Readiness Review process, which will be conducted by DHS. The purpose of the Readiness Review is to document the status of the selected Applicant’s ability to meet the grant requirements. The selected Applicant will not be permitted to serve IEB Customers if it does not show acceptable evidence of readiness relative to each grant requirement.
   
   b. DHS will review the selected Applicant’s organizational policies and procedures to confirm that they comply with all applicable state and federal laws and regulations, and the grant requirements.
   
   c. At the end of Readiness Review, the selected Applicant must have acquired sufficient knowledge of the OLTL Programs to successfully carry out the grant requirements in an effective and timely manner.
d. The selected Applicant must coordinate and work with stakeholders involved in the Enrollment process, as identified by DHS, the incumbent and third-party contractors, if applicable during the Readiness Review Period to perform and manage all tasks.

e. An Applicant must describe how it will achieve a smooth transition of the on-going business and operational Enrollment activities currently being provided and how it will gain sufficient knowledge to understand the requirements necessary to perform all required tasks.

f. An Applicant must describe its approach to knowledge transfer so that it occurs in such a manner to enable its staff to confidently assume ownership and independently manage the operational business functions and timely delivery of grant services to individuals without disruption.

g. An Applicant must describe its approach to meeting the data file transfers and interfaces, end-to-end testing and manual processing requirements specified in Part III, Section III-5.B.3., 4 and 5.

2. Readiness Review Plan. The selected Applicant must submit a detailed Readiness Review Plan within 15 calendar days of the Effective Date. DHS may continue to develop the elements, program standards, and forms to be used for the Readiness Review process. The selected Applicant’s Readiness Review Plan must identify the dates each of the elements identified below will be completed and must include:

a. Staffing. A detailed staffing plan and proposed schedule for recruitment and hiring of all staff, including staffing plans for subcontractors and subgrantees. The staffing plan must demonstrate how the Applicant will provide adequate staffing to address all RFA requirements. At a minimum, Applicant should include staffing ratios, assumptions around call volumes, talk times, projected number of processed Enrollments, methodology for staffing projections, assumptions regarding initial and follow-up in-person visit volumes, explanation of all staffing assumptions included in the plan, staff retention policies, and a recruiting plan to hire bilingual staff, staff with disabilities, and veterans.

An Applicant’s staffing plan must address how it will recruit and hire staff that are representative of the racial, ethnic, and cultural diversity of the IEB Customers whom it will serve and how it will comply with non-discrimination requirements of Part VII, Standard Terms and Conditions related to staffing.

An Applicant’s staffing plan must address how it will employ a sufficient number of locally based Enrollment case managers to provide services to LTSS Applicants consistent with the requirements of the RFA. The staffing plan must also specify whether the Applicant will include limitations on the Enrollment case managers’ assigned case load.

b. Training Schedule. A training schedule for staff, including a timeline for completion of all staff training in accordance with Part III, Section III-5.N.

c. Transfer of Responsibilities. The tasks and timeframe to transition the responsibilities from DHS’s incumbent to the selected Applicant, including the tasks and timeframes to work cooperatively to process Enrollments, dis-enrollments, Plan and Program Transfers, and PCP selection requests.
Describe the steps to transfer the Enrollment files from the incumbent to the selected Applicant.

d. Materials Development and Production. A timeline of the schedule and tasks, that includes time for Departmental review and approval, for required materials. Include dates for concept development, solicitation of consumer and stakeholder comments if new materials are developed, first draft, final draft, printing, and mailing.

e. MIS. The IEB operating as an ESE will leverage the OLT Enrollment Services subsystem of the ECM system to provide services that the incumbent IEB’s system is currently delivering. The selected Applicant shall work with DHS and the ECM system integrator to configure, test, and ready the MIS for operation on the ECM platform. In addition to application and enrollment services, the ESE will be responsible for managing all requests for, and completion of the Functional Eligibility Determination (“FED”) and PASRR Level II Assessments. The process and dates for implementation, testing, and operational readiness so that the selected Applicant’s MIS is capable of performing all functions and interfaces necessary for required data collection, transfers and reporting functions, and the following transition-related tasks including: (i) data conversion from the incumbent’s system(s); and (ii) DHS’s approval of all interfaces and IEB Website testing; security vulnerability testing; and performance testing.

Provide a detailed timeline for testing the system with DHS.

f. Telephone Hardware Installation. The process and dates for purchase or lease, installation start and end, testing and operational readiness so the selected Applicant’s telephone system is capable of performing all Choice Counseling, beneficiary support, and Enrollment assistance functions.

Provide a detailed timeline for testing the system with DHS.

g. IEB Website. The process and end dates for testing and operational readiness to have all Enrollment assistance content available and to provide for on-line capabilities and functionality to complete program and plan Enrollments, Program and Plan Transfers, and PCP selection.

h. Remote Phone Monitoring. Tasks and timeframes for installation and timeframes for training of Department staff on the remote phone monitoring system.

i. Master APD. A detailed timeline to test: 1) the transfer of APDs from CHC-MCOs and the Master APD from the incumbent; and 2) the capability to upload the Master APD into the MIS and IEB Website.

j. Quality Management. Your approach for the quality management of the implementation phase, including processes, procedures to monitor quality, consistency, and accuracy of functional assessments, accountability controls and quality management reports to DHS.

k. Workflow. A workflow showing steps and timeframes for the LTSS Application and Enrollment process beginning from receipt of referral to completion of the initial Enrollment and annual redetermination.
1. **Subcontracts and Subgrants.** Tasks and timeframes for the development and execution of subcontracts and subgrants, as applicable, based on the grant agreement that define the roles and responsibilities of subcontractors and subgrantees.

3. **Implementation Progress.** During the Readiness Review Period, the selected Applicant must provide progress assessments and status updates. The selected Applicant must have regular status meetings with DHS’s Readiness Review Team and must coordinate with DHS regarding implementation tasks, prioritization of issues or conflicting activities interfering with maintaining business operations.

4. **Implementation Results.** The selected Applicant must prepare and submit a Readiness Review and Implementation Results Report to DHS by a date designated by DHS. The selected Applicant must document the completion of transition activities and will provide the status of each high-level task and activity that took place during the Readiness Review Period. The selected Applicant must highlight how each of the objectives stated in the Readiness Review Plan has been achieved and the resolution of issues identified and prioritized during the transition process from the incumbent.

**Applicant Response**

**B. Management Information System.**

1. **MIS Design.** The selected Applicant must work with the ECM system integrator to establish and maintain a MIS leveraging the OLTL Enrollment Services subsystem of the ECM system that complies with all applicable ITPs, DHS's Business and Technical Standards, and SeGovernment Data Exchange Standards and is capable of performing the functions specified in the RFA. The selected MIS must be compatible with the DHS’s systems.

   Provide a general systems description of your proposed MIS that includes:

   a. A systems diagram that describes each component of the MIS and all other systems that interface with or support it;

   b. How each component will support the major functional areas including: inquiries, referrals, LTSS Applications, Enrollment assistance and Choice Counseling, Enrollments, disenrollments, program and plan selections and transfers, PCP selections and changes, and beneficiary supports;

   c. How each component will interface and be compatible with the DHS assessment software utility, and the CHC-MCOs and LIFE Providers; and a description of the connectivity structure and transferring of files between each of the entities; and

   d. How each LTSS Application and Enrollment will be tracked from the initiation of contact by an IEB Customer, including all activity on each LTSS Application and Enrollment.

   **Applicant Response**

2. **MIS Required Functions.** The IEB operating as an ESE shall leverage the OLTL Enrollment Services subsystem of the ECM system to provide an MIS that meets the requirements set forth below.
a. The MIS must:

i. Access DHS’s systems as required to perform the tasks defined in the RFA.

ii. Accept, create and process the data file transfers specified in **Part III, Section III-5.B.3**.

iii. Incorporate and use DHS's Dating Rules logic and any DHS updates to that logic, to determine the effective dates for Participants’ OLTL Program Enrollments, Plan Transfers and Program Transfers.

iv. Produce data files and transfers in the format and layout determined by DHS.

v. Support interactive functions and screens for the selected Applicant’s staff to use in providing Choice Counseling to IEB Customers specific to the OLTL Programs for which those individuals may be eligible.

vi. Be modified to comply with changes to DHS system(s).

Whenever possible, DHS will provide advance notice of at least 60 calendar days prior to the implementation of any DHS system(s) changes. For more complex changes, DHS will make every effort to provide earlier notice. If the selected Applicant makes changes to its MIS, it must provide advance notice of at least 60 calendar days and must test the MIS changes with DHS prior to the implementation of any change.

vii. Capture and maintain data that is current, accurate and sufficient for the selected Applicant to perform the services required by this RFA, including managing and tracking LTSS Applications, meeting all reporting requirements, producing required reports, including returned mail reports, and providing other management reports on an ad hoc basis.

b. The selected Applicant must:

i. Provide electronic copies and two hard copies of operations and training manuals to DHS.

ii. Provide training for Department staff to utilize the selected Applicant’s databases and software and reporting capabilities.

**Applicant Response**

3. **Data Files and Transfers.** The selected Applicant must accept, create, and process the data files and transfers listed below in the format and layout specified by DHS. Describe your plan for generating, utilizing, transmitting, receiving, and processing the following data files and transfers:

a. **Daily Eligibility File.** DHS will provide the selected Applicant a Daily Eligibility file that includes records for all newly eligible CHC and LIFE Participants and changes for current CHC and LIFE Participants. For CHC Participants, the selected Applicant must use the auto-assignment indicator from the Daily Eligibility file to determine outreach, CHC-MCO
selections, and the mailing of appropriate notices and packets. The selected Applicant must also use the Daily Eligibility file to confirm the Participant’s CHC plan or OLTL Program Enrollment and to update its MIS with any Participant demographic changes and disenrollments.

The selected Applicant must reconcile any CHC Participant CHC-MCO selections in the Daily Eligibility file that differ from the CHC Participants’ advanced plan selections.

b. **Advance Plan Selection File.** The selected Applicant must store any CHC-MCO selections made by the CHC Participants or by the selected Applicant as specified in **Part III, Section III-5.R.5** and submit those selections to DHS in an Advance Plan Selection file as specified by DHS.

c. **Advance Plan Selection Results File.** DHS will transmit an Advance Plan Selection Results file to the selected Applicant that contains the plan assignments for CHC Participants stored in the CIS. CHC Participants may change their CHC-MCO at any time following the Dating Rules. (Refer to Table 1 for the Dating Rules.) If a CHC Participant selects a different CHC-MCO after CIS makes the plan assignment, the selected Applicant must process that plan choice and inform the CHC Participant when the change will take effect.

d. **Enrollment/Disenrollment File.** The selected Applicant must transmit an Enrollment/Disenrollment file to DHS that contains records with Participants’ CHC-MCO and LIFE selections, Program Transfers and Plan Transfers, alerts, and PCP selections, and Participants’ language and alternative means of communication preferences. In addition, the selected Applicant must include the following information: deceased individuals and returned mail. The selected Applicant must submit the Enrollment/Disenrollment file on a weekly basis; however, DHS may require the selected Applicant to transmit the file on a more frequent basis. The selected Applicant must transmit the Enrollment/Disenrollment file with accurate Enrollment records, disenrollment records, and alerts using valid reason codes provided by DHS.

e. **Enrollment/Disenrollment Reconciliation File.** The selected Applicant must receive and process an Enrollment/Disenrollment Reconciliation file, which will be provided by DHS each week, indicating the disposition of each record (accepted, rejected, or other) based on pre-determined edits.

f. **COMPASS Application File.** DHS will provide the selected Applicant a daily XML COMPASS Application File containing all LTSS Applications submitted through COMPASS by LTSS Applicants. The XML COMPASS Application file will include LTSS Applications that the selected Applicant directly entered into COMPASS. (Refer to **Part III, Section III-5.P.6.c.** for requirements relating to the selected Applicant’s entry of LTSS Applications into COMPASS.) The selected Applicant must identify new LTSS Applications contained in the file that were not entered by the selected Applicant, and initiate the intake process for those LTSS Applications as specified in **Part III, Section III-5.P.3.**

g. **1768 Web Service.** The selected Applicant must maintain a web service with call-back functionality to submit 1768 data to DHS on a continuous basis that contains records identifying the status of LTSS Applicants’ eligibility for LTSS. The 1768 form identifying the required data is available at [http://www.dhs.pa.gov/publications/findaform/index.htm](http://www.dhs.pa.gov/publications/findaform/index.htm).
h. **PA 162 Commit File.** The selected Applicant must receive and process a daily PA 162 Commit file provided by DHS that identifies LTSS Applicants who were determined financially ineligible for LTSS. The selected Applicant must use the file for the purposes specified in *Part III, Section III-5.P.14* and to make warm transfers of ineligible Applicants to other programs for which they may be eligible.

i. **Daily MCO Enrollment File.** The selected Applicant must generate and send a Daily MCO Enrollment File to the CHC-MCOs in the file format specified by DHS that includes information such as plan enrollments, PCP selections, special needs indicator, pregnancy indicator, existing OPTIONS or Act 150 services, and other insurance information that was collected and documented by the selected Applicant’s staff.

j. **Master Automated Provider Directory File.** The selected Applicant will receive an APD file from each CHC-MCO at least on a weekly basis. The CHC-MCO’s APD file will be a complete snapshot of its current Provider directory for each CHC Zone, including any updated and new information. The selected Applicant must use the APDs received from all CHC-MCOs, and the APD file layout set forth on the IEB Website to establish, and update weekly, a Master APD.

The selected Applicant must capture the National Provider Index on its Master APD and consolidate and format information in the APD files. In addition, the selected Applicant must accurately consolidate the lists of Providers so that information for each unique Provider is inclusive of all Provider data.

The selected Applicant must update its Master APD file layout, as necessary, when DHS modifies the APD file layout. The selected Applicant must upload the Master APD into the MIS and publish it on the IEB Website to allow search capabilities consistent with the manner in which the selected Applicant’s staff use this data to assist individuals. (Refer to *Part III, Section III-5.K* for requirements relating to the IEB Website.) The selected Applicant must provide an updated electronic Master APD to DHS upon request.

After processing an APD from a CHC-MCO, the selected Applicant must return a response file to the CHC-MCO acknowledging receipt and processing of the APD.

Describe your approach and methodology to coordinate with the CHC-MCOs to obtain their APD data. Describe the steps you will take to verify with the CHC-MCOs that the Provider information included in their APDs is complete and accurate. Describe the process you will use to verify that PCPs who participate in multiple health plans are documented correctly in your Master APD. Describe how you will utilize the Master APD information to fulfill Enrollment and Choice Counseling activities. Describe how you will develop and implement a user-friendly web-based Master APD on the IEB Website.

**Applicant Response**

4. **End-to-End Testing.** The selected Applicant must conduct successful end-to-end testing with DHS prior to implementing the data file transfers and interfaces specified in *Part III, Section III-5.B.3.* The testing must validate the ability of the selected Applicant and DHS to systematically generate and process test data and files in the agreed upon data format. The selected Applicant must communicate and cooperate with DHS in the following activities:
a. General Cadence:

i. Actively participate in the weekly information technology meetings with DHS for the duration of the design, development, testing and implementation process.

ii. Provide the required technical details for the IEB system interfaces to DHS prior to development to allow DHS to complete development and prepare for SAT.

b. End to End Testing:

i. Review and discuss the selected Applicant’s planned System Development Life Cycle with a view of developing a combined test strategy and execution plan with DHS.

ii. Collaborate with DHS to develop an acceptable ‘success criteria’ to validate the IEB related test results.

iii. Participate in connectivity testing prior to start of end-to-end SAT testing.

iv. Participate in at least three cycles of SAT testing over no less than a four-week period. The average duration of each cycle is four to five calendar days.

v. Participate in a minimum of three and maximum of six cycles, to be determined by DHS as testing progresses, over no more than six weeks.

vi. Participate in weekly SAT and user acceptance testing defect triage calls and actively address defects in collaboration with DHS.

vii. Provide a confirmation after successful end-to-end validation with DHS.

Describe your plan to meet the end-to-end testing requirements.

Applicant Response

5. Manual Processing. In the event the selected Applicant is unable to successfully design, test, and implement the required interfaces necessary to process the data files and transfers required under Part III, Section III-5.B.3 by the implementation date specified by DHS, the selected Applicant must:

a. Electronically receive and manually process the files from DHS; and

b. Create files in the format required by DHS so that DHS will be able to consume the data as its system is designed. The mechanism through which these manual files must be transmitted to DHS will be defined by DHS in collaboration with the selected Applicant.

Describe your plan to manually process files if required.

Applicant Response

6. Data Warehouse. The selected Applicant must work with ECM system integrator so that the MIS has a data file storage area designated to house all required data elements. The selected
Applicant must extract and provide all data associated with application and Enrollment services weekly to DHS who will move this data into the DHS Data Warehouse. This includes any and all data that is associated with the LTSS Application and Enrollment process and information that will allow DHS analytical personnel to validate the following items:

a. All reports identified in the reporting requirements in Part III, Section III-7.

b. All metrics associated with meeting the Performance Standards specified in Part III, Section III-8.

c. All metrics associated with meeting the requirements set forth in the RFA.

Describe your data storage repository and your ability to house all data necessary for DHS to validate the reports and metrics required under this RFA.

**Applicant Response**

7. **Testing Environment.** The selected Applicant must work with ECM system integrator so that the MIS has a testing environment designated for DHS to use in the development and support of the Project.

8. **Resolution of MIS Problems.** The selected Applicant must have a MIS that is operational as required and must resolve system problems as they occur and escalate problems to the ECM system integrator’s Tier 2 help desk as applicable. The selected Applicant must have a designated contact person and a designated backup person who is on call to DHS, able to respond to DHS within one hour of a telephone call and has the authority to make necessary decisions to resolve problems.

Describe your process for resolving MIS problems.

**Applicant Response**

C. **Limited English Proficiency Requirements.**

1. The selected Applicant must comply with the language requirements of 42 C.F.R. § 438.10(d). The selected Applicant must identify IEB Customers who speak or read a language other than English as their first language and must communicate using the spoken and written language preferences identified by those IEB Customers. The selected Applicant must provide, at no cost to the IEB Customer, oral interpretation services in the requested language, written translations in prevalent non-English languages designated by DHS, ASL interpretation services by state certified ASL interpreters, or other alternate forms of communication to meet the needs of the IEB Customer.

2. The selected Applicant must notify IEB Customers of the availability of oral interpretation services for any language and written translations for prevalent non-English languages designated by DHS, including information on how to access, or receive assistance with accessing, desired materials in an alternate language. The selected Applicant must also post this information on the IEB Website.
3. At a minimum, the selected Applicant must make all Vital Documents disseminated to English speaking consumers available in prevalent non-English alternative languages designated by DHS upon request and at no cost to the IEB Customer. The selected Applicant must include on its written material taglines in the prevalent non-English languages and large print (no smaller than 18-point font) explaining the availability of written translation and oral interpretation services as well as provide the IEB’s toll-free and TTY/TDY telephone numbers.

Describe how you will meet the LEP requirements, including how you will identify individuals with LEP and how you will communicate with and provide interpretation services to individuals in their requested language.

**Applicant Response**

D. Alternate Format Requirements.

1. The selected Applicant must comply with the requirements of 42 C.F.R. § 438.10(d) in providing services to IEB Customers who need alternate formats of communication, including IEB Customers who have neurocognitive impairments or who are visually or hearing impaired or both. Alternative methods of communication include Braille, audio tapes, large print, compact disc, DVD, special support services, and electronic communication. Upon request, the selected Applicant must make all disseminated written materials accessible to visually impaired individuals and must provide TTY or Pennsylvania Telecommunication Relay Service for communicating with IEB Customers who are deaf or hearing impaired.

2. The selected Applicant must include appropriate instructions in all materials and on the IEB Website advising individuals how to access or receive assistance to access materials in an alternate format.

Describe how you will use alternate formats to meet the needs of individuals who require such formats and services. Provide a copy of the instructions you propose to use to inform individuals how to access materials in alternate formats.

**Applicant Response**

E. IEB Advisory Committee. The selected Applicant must establish and maintain an advisory committee to advise the selected Applicant on IEB Customers’ experiences and needs in dealing with the selected Applicant. The advisory committee membership must include Participants, consumer advocates, representatives of each CHC-MCO, representatives of LIFE Providers and other providers, including nursing facilities. Participants receiving LTSS must account for at least 60% of the IEB advisory committee membership. In addition to individual diversity, the selected Applicant must have geographic diversity, including both rural and urban representation. The selected Applicant must provide the Department with the membership (including designation) of the IEB advisory committee on an annual basis.

The selected Applicant must conduct IEB advisory committee meetings in-person at least quarterly, and must reimburse travel expenses for Participants, their caregivers and family members. The selected Applicant must provide necessary reasonable accommodations to allow for in-person attendance to the IEB advisory committee meetings. The selected Applicant must make IEB advisory committee communications and meetings accessible to Participants with LEP. The selected
Applicant must also work with the Department to provide IEB advisory committee members with an effective means to communicate with each other.

The selected Applicant must solicit input from the IEB advisory committee on any scripts, materials and mailings developed for communicating with IEB Customers. The selected Applicant must report to the IEB advisory committee any updates or proposed changes to its operations that affect IEB Customers; on the number and nature of complaints; and any quality improvement strategies or implementations and invite IEB advisory committee members to raise questions and concerns about topics affecting their experience with the selected Applicant.

The selected Applicant must provide the Department with advance notification of the date, time, and location of all IEB advisory committee meetings. The selected Applicant must provide minutes of the IEB advisory committee meeting to the Department and post them on the IEB Website.

Describe your plan to establish and maintain an IEB advisory committee to provide advice and consultation on the operation of the Project, including any training you propose to provide to Participant members to help them understand the goals of the IEB advisory committee and how they can contribute and play as active a role in the IEB advisory committee.

F. Cultural Competency, Linguistic Competency, and Disability Competency. The selected Applicant must provide IEB services in a manner that encompasses Cultural Competency, Linguistic Competency, and Disability Competency. The selected Applicant must provide services in such a manner so that race, gender, ethnicity, language, culture, disability, creed, color, sexual orientation, and gender identity or expression do not present barriers to IEB Customers’ access to and receipt of quality services. The selected Applicant must develop and implement policies to prevent such barriers and to monitor that IEB Customers’ access to and receipt of services are free from such barriers. The selected Applicant must also develop, implement, and monitor policies that require its staff, and its subcontractor’s and subgrantee’s staff, to demonstrate the willingness and ability to make necessary accommodations in providing services, to employ appropriate language when referring to and talking with people with disabilities, and to understand communication, transportation, scheduling, structural, and attitudinal barriers to accessing services.

Describe the measures you will use to achieve and maintain Cultural, Linguistic and Disability Competency and the provision of IEB services in a non-discriminatory manner.

G. IEB Operations. Describe your proposed strategy to operate the Project in accordance with the requirements set forth below. Identify the resources you have readily available and what you will need to acquire.

1. Central Office. The selected Applicant must establish and maintain a Central Office within a 15-mile radius of Harrisburg, Pennsylvania. The Central Office must monitor IEB operations for compliance with agreement requirements. The selected Applicant must provide a dedicated workspace in the Central Office for Department use with the following minimum equipment: one desk and one chair; one working speaker phone; and one personal computer with access to a printer, the Internet and applicable data and software, including sufficient hardware and software to monitor the selected Applicant’s staff telephone conversations with IEB Customers. At the
request of DHS, the selected Applicant must provide a furnished conference room or private office space with a lockable door sufficient to accommodate up to five Department staff. The space must have a working speaker phone, access to a personal computer, printer and the internet.

2. **Contact Requirements.** The selected Applicant must maintain a secure email address, post office box address and toll-free telephone number to receive contacts, inquiries and referrals from IEB Customers, referral sources, and other entities and individuals. The selected Applicant must use the post-office box address and toll-free number transferred to DHS by the incumbent vendor during that vendor’s Turnover period. The selected Applicant must transfer the post office box address and toll-free number to DHS during the Turnover period as specified in Part III, Section III-5.T and forward all emails relating to the Pennsylvania IEB enrollment process to DHS for at least 90 days following termination or expiration of the agreement.

3. **Minimum Staffing Requirements** The selected Applicant must be staffed to meet the following requirements:

   - At least 95% of IEB Customer calls and other calls related to IEB operations are answered in 60 seconds or less.
   - The blocked call rate (busy signal) for IEB Customer calls and other calls related to IEB operations is less than 1%.
   - The call abandonment rate for IEB Customer calls and other calls related to IEB operations is less than 5% of the total calls, excluding call abandoned in 20 seconds or less.
   - At least 98% of voice mail messages from IEB Customers and other messages related to IEB operations are returned within two Business Days.
   - At least 98% of email messages from IEB Customers and other messages related to IEB operations are answered within two Business Days.
   - At least 98% of letter or other hard-copy inquiries from IEB Customers and others related to IEB operations are answered within two Business Day.
   - At least 98% of inquiries and comments submitted to the IEB Website are answered or are referred to other entities as appropriate within two Business Days of submission.

4. **Staff Functions and General Responsibilities.** The selected Applicant must be staffed, organized and managed so that it is able to perform all functions required by the RFA.

   The selected Applicant’s staff who have contact with IEB Customers must, at a minimum:

   a. Be familiar with and able to answer IEB Customers’ questions about CHC and LIFE, and the CHC-MCOs and the LIFE Providers operating in a Zone or know where to refer the individuals for answers.
b. In providing Choice Counseling, understand and comply with the prohibition against making recommendations for or against selection of a specific CHC-MCO or LIFE Provider or receiving services from a specific LTSS Provider.

c. Be familiar with the BH-MCOs and the Behavioral Health Services they provide and, when appropriate or requested, provide IEB Customers with contact information for referrals for Behavioral Health Services.

d. Be familiar with APPRISE and provide IEB Customers with contact information for APPRISE as appropriate.

e. Be familiar with the PA Link and PCC role associated with the PA Link and, when appropriate or requested, provide IEB Customers with contact information for the regional PA Link.

f. Understand and be able to explain to IEB Customers who are Dual Eligibles, the interaction of their Medicare plan and coverage with CHC.

g. Be able to identify those IEB Customers who may have unmet needs or a need for immediate service. When staff identify an LTSS Applicant with unmet or immediate needs, they must notify his or her enrollment case manager, or, if the individual is a Participant, his or her assigned service coordinator or service coordination entity.

h. Understand and be able to explain procedures connected to utilizing Participant directed services.

i. Maintain an effective working relationship with IEB Customers, referral sources, DHS and other stakeholders involved in the Enrollment and eligibility process and Choice Counseling.

j. Understand the importance of scripts and as appropriate, use scripts developed or approved by DHS to provide IEB Customers with information and education.

k. Exercise sound judgment in differing circumstances. Staff must be well trained to respond appropriately to multiple types of inquiries, know when to seek supervision, respond to a IEB Customer in a manner that addresses the IEB Customer’s concerns even if the requested information may not be immediately available and to escalate inquires to supervisors when they are not able to be fully resolved.

l. Understand how to respond to IEB Customer complaints related to the IEB.

m. Understand how to respond to Participant contacts and complaints relating to their OLTL Programs.

n. Understand the importance of offering and providing language assistance and communication in alternate formats and be able to communicate effectively through the use of interpreters and alternate formats.

o. Be familiar with LTSS programs outside the scope of the IEB’s application and Enrollment processes, including OPTIONS, the Family Caregiver Support Program, and ODP waivers.
p. Communicate clearly, act in a responsible and professional manner, and provide accurate and complete information to IEB Customers and contacts.

q. Understand the importance of IEB Customers exercising their right to choose.

5. **IEB Procedures.** The selected Applicant must develop and implement procedures for its staff to use in performing their job responsibilities. These procedures must receive prior written approval by DHS.

6. **Contingency Staffing Plan.** The selected Applicant must develop a contingency plan for hiring staff to address an increased demand for IEB services, including overflows or increases in contacts (calls, emails, web inquiries and referrals) and for handling sudden and unexpected increases in Enrollment, Program and Plan Transfers, LIFE Provider and CHC-MCO and PCP selections, and OLTL Program changes.

Provide your proposed contingency staffing plan. Include in your contingency plan a description of how the plan will be implemented and coordinated with DHS.

7. **Hours of Operation.** The selected Applicant’s IEB operations must be operational from at least 8:00 a.m. to 6:00 p.m. EST on Business Days. DHS may require expanded weekday hours and weekend and holiday operating hours if DHS determines a need due to increased demand. The selected Applicant may not use electronic call answering methods as a substitute for staff persons to perform services during operational hours.

8. **Capacity for In-Person Contacts.** The selected Applicant must have the ability and capacity to conduct in-person contacts with IEB Customers as specified in the RFA. If the selected Applicant maintains local offices, those sites must be ADA accessible.

An Applicant must include a plan of how it will utilize staff or office locations or both to provide in-person access to IEB Customers.

9. **Telephone System and Requirements.**

   a. The selected Applicant must have a telephone system with the telecommunication capabilities specified in this subsection and in **Part III, Section III-5.H.** The selected Applicant's telephone system must have the capability to record all incoming and outgoing calls, and the staff or automated message must state that calls will be recorded. The selected Applicant’s Caller ID and electronic and automated messages must be approved by DHS before use.

   b. The selected Applicant must store all recorded incoming and outgoing calls for a minimum of 30 calendar days from the date of the call. The selected Applicant must archive all calls for the record retention period specified in **Part III, Section III-6.I** and must provide DHS with any recorded call that is requested within five calendar days of the request.

   c. The selected Applicant must collect, document, and store detailed information on all IEB Customer contacts, including whether the customer has LEP, other communication needs, immediate service needs or unmet needs.
d. The selected Applicant must maintain electronic call answering methods for its toll-free number that provide information to and receive messages from IEB Customers during non-business hours. The selected Applicant’s electronic call answering methods must allow IEB Customers to leave messages in any language and provide “meaningful access” to IEB services for IEB Customers with LEP. The selected Applicant’s staff must return all after-hours calls within two Business Day in the IEB Customer’s choice of language, and provide oral interpretation services, or alternative formats as requested.

e. The selected Applicant must use electronic call answering methods that provide electronic messages in English and Spanish and that refer IEB Customers to the IEB Website. The selected Applicant must use an answering system that provides general information about the IEB and the OLTL Programs and gives the IEB Customer the option to hear the recording in English or Spanish.

10. Warm Transfers. The selected Applicant must complete warm transfers of Participants to CHC-MCOs and LIFE Providers and warm transfers of LTSS Applicants determined ineligible for OLTL Program to OPTIONS, LIFE Providers and other service providers or entities, as specified by DHS.

11. Remote Phone Monitoring. The selected Applicant must set up and maintain a remote telephone monitoring system for at least five Department staff and provide training on the monitoring system. The system must enable DHS to use a personal computer to monitor IEB Customer calls in real time and to identify the number of IEB staff answering calls and their identifying information. The selected Applicant must facilitate calibration sessions with DHS on a quarterly basis.

12. Daily Mail and Referrals. The selected Applicant must perform the following functions each Business Day: send and receive mail and email, and date-stamp all IEB-related mail on the date received. The selected Applicant must respond to all IEB Customer inquiries and referrals received through hard copy mail, email and the IEB Website referrals within two Business Days of receipt.

Describe your plan to operate the Project in compliance with these operations requirements.

**Applicant Response**

H. Telecommunications Capabilities.

1. The selected Applicant's telecommunication capabilities must include:

   a. All telephone services.

   b. Telecommunications data used for reporting purposes.

   c. An IVR system. Provide a schematic of your proposed IVR system.

   d. An ACD system. Provide a schematic of your proposed ACD system.

   e. The ability to accept and store electronic and verbal signatures for LTSS Applications.
f. TTY or Pennsylvania Telecommunication Relay Service or both, for communication with individuals with speech disabilities or who are deaf or hearing impaired. Identify which communication methods you will use.

g. If an auto dialer or robocaller product is used for calls to IEB Customers, it must have the capability to identify the individual who is being called and to personalize the message to that individual and provide the individual’s information to the selected Applicant’s staff handling the calls.

2. The selected Applicant must immediately report any interruptions in any telecommunication services to DHS.

Describe your plan to meet the telecommunications requirements.

Applicant Response

1. Outreach and Coordination. The selected Applicant must perform the following outreach and coordination activities:

   1. CAOs. The selected Applicant must establish and maintain working relationships with CAOs. The selected Applicant must adopt and maintain measures to promote effective communication between the selected Applicant and the CAOs; and to support timely and secure transmission of information between enrollment case managers and CAOs. A listing of CAOs is available at: https://www.dhs.pa.gov/Services/Assistance/Pages/Find%20Facilities.aspx.

   As requested by DHS, the selected Applicant must make presentations at CAOs to address Enrollment issues, provide education to MA Beneficiaries, and to address the training needs of the CAO staff on Enrollment issues.

   Describe your approach to develop and maintain working relationships with CAOs. Specify how you propose to coordinate and cooperate with the CAOs in exchanging required information. Describe what steps, if any, you plan to take to communicate and coordinate with the CAOs in expediting financial eligibility determinations for LTSS Applicants with immediate or special needs.

   Applicant Response

2. AAAs. The selected Applicant must establish and maintain working relationships with the AAAs to obtain information about the AAAs, their networks, and to provide an overview of its IEB services. The selected Applicant must coordinate and cooperate with the AAAs on transfers between AAA-administered service programs, including OPTIONS and OLTL Programs. The selected Applicant must also coordinate and cooperate with the AAAs on referring LTSS Applicants age 60 and over who are determined ineligible for LTSS under an OLTL Program to the AAAs. The selected Applicant must attend and participate in ad hoc meetings with AAAs upon DHS’s request. The selected Applicant must coordinate all meetings with the AAAs through DHS and must keep DHS apprised of all issues and outcomes of the meetings.

Describe your approach to develop and maintain working relationships with AAAs, including coordinating Enrollment activities for individuals enrolled in AAA-administered programs and referrals of ineligible Applicants to AAAs.
3. **CHC-MCOs.** The selected Applicant must meet with each CHC-MCO to obtain information about the CHC-MCO and its Network, and to provide the CHC-MCO an overview of its services. The selected Applicant must attend and participate in ad hoc meetings with CHC-MCOs upon DHS’s request. The selected Applicant must coordinate all meetings with CHC-MCOs through DHS and must keep DHS apprised of all issues and outcomes of the meetings.

The selected Applicant must have and comply with written policies and procedures approved by DHS to provide for effective communication and coordination with CHC-MCOs. These policies and procedures must, at a minimum, include:

a. A process for handling MIS issues, including updates to systems procedures.

b. A process for coordinating CHC Participant eligibility with the CHC-MCOs.

c. A process for coordinating PCP selections.

d. A process for the transmission and acceptance of the CHC-MCOs’ APDs.

e. Resolution of concerns as identified by the MAAC or its subcommittees, BH-MCOs monitoring and quality assurance committees, and advisory groups.

Describe your approach to develop and maintain an effective working relationship with the CHC-MCOs. Specify how you propose to coordinate and cooperate with the CHC-MCOs in exchanging required information and resolving MIS and other issues, including concerns identified by the MAAC or other entities. Describe the steps, if any, which you plan to take to communicate and coordinate with the CHC-MCOs regarding their Participants with special needs.

4. **LIFE Providers.** The selected Applicant must meet with LIFE Providers to obtain information about LIFE and their Provider Networks and to provide an overview of its IEB services. The selected Applicant must attend and participate in ad hoc meetings with LIFE Providers upon DHS’s request. The selected Applicant must coordinate all meetings with LIFE Providers through DHS and must keep DHS apprised of all issues and outcomes of the meetings.

The selected Applicant must have and comply with written policies and procedures approved by DHS to provide for an effective communication and coordination with LIFE Providers. These policies and procedures must, at a minimum, include:

a. A process for handling MIS issues, including updates to systems procedures.

b. A process for coordinating LTSS Applicant eligibility with the LIFE Providers.

c. Resolution of concerns as identified by the MAAC or its subcommittees, BH-MCOs monitoring and quality assurance committees, and advisory groups.
Describe your approach to develop and maintain an effective working relationship with LIFE Providers, including how you propose to coordinate and cooperate in exchanging information required to process LIFE Enrollments and resolving MIS and other issues relating to LIFE Enrollments, including concerns identified by the MAAC or other entities. Describe what steps, if any, you plan to take to communicate and coordinate with LIFE Providers regarding LIFE Participants with special needs.

**Applicant Response**

5. **Other Community Partners and Referrals.** To enhance supports to LTSS Applicants and Potential LTSS Applicants, the selected Applicant must implement and maintain measures to engage and coordinate with other community partners and entities involved in the delivery of LTSS, MA physical health and Behavioral Health Services or in providing BSS services to individuals seeking LTSS, including ODP, PH-HC MCOs, BH-MCOs, the PA LINK, PLAN; the Pennsylvania Health Law Project, APPRISE; and the Long-Term Care Ombudsman.

Additionally, the selected Applicant must establish policies and procedures to assist individuals who are determined ineligible to participate in OLTL Programs, including procedures for warm transfers to other community partners and alternative service providers and referrals to local legal services entities for legal assistance and representation in connection with appeals and fair hearings.

Describe your approach to develop and maintain an effective working relationship with other entities involved in the LTSS delivery system and the policies and procedures you will employ to assist individuals who are determined ineligible to OLTL Programs, including your procedures for warm transfers to other entities involved in the delivery of services and supports to LTSS Applicants.

**Applicant Response**

6. **Advisory Committee Meetings.** The selected Applicant must attend meetings of the MAAC and its Managed LTSS subcommittee and CHC Participant Advisory Committee meetings as identified by the Department.

Describe your strategy to comply with these requirements.

**Applicant Response**

7. **Community Outreach and Education.** The selected Applicant must conduct at least 12 presentations each year to community-based organizations and other groups as required by DHS. In addition, the selected Applicant must accept LTSS Applications and OLTL Program and CHC-MCO enrollment requests at various community locations identified by DHS. The selected Applicant must also designate staff to serve as links between the selected Applicant and IEB Customers and various community-based organizations and other groups as identified by DHS, including, the following:

a. Mental health and drug and alcohol agencies;
b. Centers for Independent Living;
c. AAAs;
d. Nursing Facilities;
e. Hospitals;
f. Women's shelters;
g. Homeless shelters;
h. Senior centers;
i. Social Security offices;
j. Churches;
k. Housing projects;
l. Providers and community-based organizations that serve individuals with brain injury or cognitive impairments;
m. Other community-based organizations;
n. Local ethnic and second language community centers; and
o. Personal care homes.

In addition to the 12 presentations required by DHS, the selected Applicant must engage in outreach and education activities, that may include outreach through social media and additional presentations to community groups at locations that are identified by the selected Applicant. The selected Applicant must identify the locations and content of each specific community outreach or educational activity it proposes to conduct. The selected Applicant must obtain DHS’s prior approval of all social media content and other community outreach and education activities.

In developing community outreach and education activities, the selected Applicant must be aware of the MA Beneficiary and advocacy community in each CHC Zone and their expectations for IEB services. The selected Applicant must be proactive and establish partnerships with community-based organizations, and advocacy, disability and service groups so that it reaches a wide and diverse range of individuals.

Describe how you will manage community outreach and education activities, including if and how you intend to use social media, the type and the number of additional presentations, if any, you propose to make and the target audience for each presentation. Describe how your community outreach and education activities will reach people living in rural areas and communities that do not speak English, including people who are deaf.

**Applicant Response**

J. **Communication and Coordination with DHS.** The selected Applicant must hold status meetings with DHS staff at least bi-weekly or more often as directed by DHS, to discuss issues such as program policies, updates on ongoing projects, consideration of new projects, resolutions of challenges and the progress on work plans and action plans. The selected Applicant must develop the agenda and provide the agenda to DHS at least two calendar days prior to each meeting for DHS review and approval.

The selected Applicant must provide DHS with email addresses, phone numbers and locations for its management staff and such other staff as may be requested by DHS.

The selected Applicant must partner with DHS as necessary to conduct trainings for community organizations and other agencies.

Describe how you will communicate and coordinate with DHS.

**Applicant Response**
K. **IEB Website.** The selected Applicant must host, maintain and update a functional IEB Website that complies with the following requirements.

1. Meets all ITP requirements for information systems and webpage development, including those for website compatibility for accessibility software under ITP ACC001- Information Technology Accessibility Policy.


3. Provides for meaningful access in compliance with **Part III, Section III-5.C.** relating to LEP requirements and **Part III, Section III-5.D.** relating to alternate format requirements.

4. Complies with Requirements for Non-Commonwealth Hosted Applications/Services included in **Part VII.**

5. Complies with the Customer Service Transformation Requirements in **Part III, Section III-6.B.**

6. Provides interactive functionality to enable LTSS Applicants to schedule contacts and in-person visits, designate authorized representatives to act on their behalf, communicate directly with their assigned enrollment case manager, and check the status of their applications in real-time.

7. Stores the date of a Potential LTSS Applicant’s initial contact to the IEB Website and provide interactive functionality to enable Potential LTSS Applicants to specify whether they are requesting to apply for LTSS or to receive HCBS under an OLTL Program, to provide the information specified in **Part III, Section III-5.P.6.d,** and to schedule an in-person visit within seven calendar days of their date of referral as determined under **Part III, Section III-5.P.3.a.**

8. Allows individuals to submit comments and questions.

9. Includes the capability for LTSS Applicants to securely upload documents relating to their LTSS Applications, and for their physicians to securely upload completed PCs.

10. At a minimum, includes:


   b. Frequently asked questions and answers.

   c. How to contact the selected Applicant, including the toll-free number and e-mail address.

   d. Link to COMPASS.

   e. Link to the DHS website.

   f. DHS Participant Hotline telephone number.

   g. Link to the MAAC home page.
h. Information on the BSS services available to LTSS Applicants and Participants from the selected Applicant.

i. Information on the OLTL Programs, including services available, models of service, eligibility criteria, information and graphics providing an overview of the LTSS Enrollment and application process, including timelines.

j. Information about the Long-Term Care Ombudsman Program, including a description of and contact information for the program.

k. Information about PA Link and APPRISE Programs, including a description of and contact information for each program.

l. Information about how to obtain legal services from PLAN including a description and contact information for the program.

m. Links to CMS and Department of Health’s Nursing Home Compare websites.

n. The LTSS Application Packet.

o. Information about LIFE, including a description of the application process, a list and map of counties in which LIFE Providers are available and links to LIFE Providers’ websites, and interactive functionality that facilitates a Participant’s ability to securely select a LIFE Provider.

p. The following information and capability relating to CHC:

i. Information and graphics to encourage CHC-MCO and PCP selections.

ii. List of CHC-MCOs with map of counties for each CHC Zone.

iii. Comparison chart of CHC-MCOs provided by DHS.

iv. List of CHC-MCO participating hospitals in each CHC Zone with map of showing hospitals’ locations.

v. Links to CHC-MCOs’ websites.

vi. The Master APD.

vii. Capability to provide travel directions from user input of address to any Network Provider listed in the Master APD.

viii. Interactive functionality that facilitates a Participant’s ability to securely select a CHC-MCO and PCP, submit CHC-MCO and PCP changes and query for information, including Provider directory, and programs for which the Participant is eligible.

ix. CHC post-enrollment packets.

11. The selected Applicant must submit all content and materials to DHS for prior approval before they are posted to the IEB website.
12. The selected Applicant must review the IEB Website and provide recommended changes to DHS for prior approval at least quarterly. The selected Applicant must make changes to the website due to information changes for the OLTL Programs.

Describe your plan to host, maintain and update an IEB Website that complies with these requirements. Provide a mock layout for your IEB Website, which includes:

- The type of approved web accessibility software used (i.e. Bobby approved or comparable);
- Any other information that will be available on the website in addition to DHS mandated information;
- Languages that will be supported on the website;
- The sequence, availability, and types of hyperlinks to additional information and web pages;
- Frequency of regular updates to the website;
- Search capabilities available;
- User-friendly provider directories; and
- Interactive functionality specified above.

Describe your strategy to comply with these requirements. Describe any other proposed online services that will be available to IEB Customers on your IEB Website. Describe your process for following up with IEB Customers who submit incomplete referrals, or transfer requests via the website.

**Applicant Response**

L. Scripts. The selected Applicant must develop, maintain, and revise appropriate scripts for use by the selected Applicant when communicating with IEB Customers, other stakeholders, and the public.

1. The scripts must include language to inform IEB Customers that their calls and other contacts will be monitored.

2. The scripts must be clear, easily understood and written using language at no higher than a sixth-grade reading level.

3. The selected Applicant must submit initial and modified scripts for Department approval prior to their use. The selected Applicant must review the scripts at least annually, or as directed by DHS, to determine any necessary revisions. The selected Applicant must seek input in the development and revision of scripts from the IEB Advisory Committee.

4. The scripts must cover, at a minimum, the following:
   a. Answers to frequently asked questions.
   b. Explanation of the CHC Program, the LIFE Program, and other OLTL Programs operating in each Zone.
c. Explanation of the HealthChoices Behavioral Health Program and how to access a BH-MCO’s Member Services based on an MA Beneficiary's county of residence.

d. Collection and confirmation of IEB Customer identifying information, including a statement about confidentiality.

e. Collection of IEB Customer designated contacts who can receive information relating to the IEB Customer and authorized representative(s) who can make decisions on behalf of the IEB Customer.

f. Importance of CHC-MCO and PCP selections, and consequences of not making the selections.

g. Factors to consider when choosing a CHC-MCO and PCP or a LIFE Provider.

h. Explanation of the role of the CHC-MCO PCP, and, if the IEB Customer is Dual Eligible, an explanation that the IEB Customer can keep his or her Medicare PCP and other Medicare providers.

i. General information about the differences between the CHC-MCOs operating in the CHC Zone.

j. Instructions to guide the selected Applicant’s staff in assisting CHC Participants determine which CHC-MCO their current doctor(s) and other Providers are affiliated with, including use of the Master APD.

k. Language to elicit the CHC Participants’ CHC-MCO and PCP choices using intelligent assignment logic as specified in Part III, Section III-5.R.5.d.

l. Information about self-referred CHC physical health services.

m. Information about the role of FMS and service coordinators.

n. General information about the difference between MA and Medicare and the interaction of the two programs in CHC.

o. Information on APPRISE.

p. Information on the PCC available through the PA Link to assist Potential LTSS Applicants and LTSS Applicants with the LTSS Application process.

q. Explanation of the CHC-MCOs' Participant Services.

r. Information about the EPSDT program.

s. Information about the MATP.

t. Information regarding complaints, grievances, and the DHS Fair Hearings processes and the role of legal services and how to access them.

u. Instructions on how to change OLTL Programs and CHC-MCOs.
Describe the proposed contents of the interactive scripts and provide examples of scripts the Applicant uses or has used, if available. Describe how you will train staff to use and validate that staff members are properly and appropriately using scripts.

**Applicant Response**

**M. Materials Development, Production, and Mailings.**

1. The selected Applicant must develop, print, maintain, disseminate and modify, as necessary, written, audio, and visual materials to meet the objectives of the Project and as required by DHS.

2. At DHS’s request, the selected Applicant must develop, maintain, and produce specific materials for mailings to IEB Customers. The selected Applicant may suggest new and revised mailing materials.

3. All materials must be accurate and not mislead, confuse or defraud IEB Customers or DHS and must receive advanced written DHS approval prior to their use.

4. Unless otherwise specified, the selected Applicant must design, develop, print and distribute all materials, including revisions, as follows:
   
   a. The selected Applicant must prepare and submit draft materials to DHS for advance written approval and revise the draft materials to respond to DHS’s comments within five calendar days.
   
   b. The selected Applicant must review and provide recommendations for updates to DHS and make any approved updates to materials.
   
   c. The selected Applicant must develop and use materials that comply with the LEP and alternative format requirements in **Part III, Section III-5.C. and D.**

   d. The selected Applicant must use qualified professionals to translate materials into prevalent languages as determined by DHS.

   e. The selected Applicant must use materials that are culturally sensitive, easily understood and written at no higher than a sixth-grade reading level.

   f. The selected Applicant must supply reading level statistics with materials and revisions submitted for Department approval and provide an explanation if the materials do not meet the sixth-grade reading level requirement. DHS will either approve or disapprove the submitted materials within a reasonable time.

5. All developed materials must meet the following requirements:

   a. Use offset lithography or an equivalent method to reproduce materials.

   b. Not be photocopied unless photocopying is prior approved by DHS. The reproduction must be clear and easily readable.

   c. Use graphics and limited color when developing any materials, as requested by DHS.
d. Be free of errors and have the look of the finished document when submitted to DHS.

Describe the materials you will use for IEB Customers and how the materials will comply with all requirements in this section. Provide samples of consumer materials you have used for similar projects, if available.

**Applicant Response**

N. Training. The selected Applicant must provide all staff working on the Project with orientation and other appropriate training prior to staff interacting with IEB Customers.

1. Training Plan. The selected Applicant must submit a training plan to DHS for approval. The training plan must identify the training curricula, the training materials that will be used, the number and frequency of sessions, and the number and background or credentials of the instructors that demonstrate their qualifications to provide the training. For each job position included in the selected Applicant’s organizational chart, the Applicant must specify in the training plan the training that will be completed before staff are permitted to work on the Project and how competency will be measured. The selected Applicant must also specify in the training plan the ongoing training, if any, that will be required and how the selected Applicant will measure and monitor ongoing staff competency.

2. Training Procedures and Manual The selected Applicant must develop and maintain DHS-approved training procedures and manuals. The selected Applicant must review its training procedures and manuals at least annually and update them as needed. The selected Applicant must submit all updates to DHS for review and approval before use. The selected Applicant must provide DHS with both a hardcopy and an electronic copy of its training procedures and manuals, including manuals that will be used for the initial training of the selected Applicant's staff. The Department may monitor training sessions.

3. Training Topics. The selected Applicant must provide training on topics that include:

a. Understanding the Enrollment processes for each OLTL Program, including eligibility criteria for the OLTL Programs and the role of Choice Counseling in selecting a Program and a CHC-MCO or a LIFE Provider;

b. Cultural, Linguistic and Disability Competency, including: the right of IEB Customers with LEP or disabilities to engage in effective communication in their language or an alternate format; how to obtain interpreters or information in alternate formats; and how to work effectively with interpreters;

c. Crisis management, including how to deal with emergency situations;

d. Customer service and communication skills, including communicating effectively and conveying information in a manner that is easily understood by diverse audiences, including individuals with disabilities, LEP, or low or no literacy skills;

e. Overview of MA LTSS eligibility criteria including financial eligibility criteria, and Estate Recovery requirements and where to refer customers for more information about Estate Recovery including legal services programs;
f. Overview of the OLTL Programs, including the unique aspects of OLTL’s consumer groups and the service needs associated with various types of disabilities and which waivers or programs provide services targeted to each specific type of disability or age group;

g. CHC Program topics, including educating CHC Participants on CHC, knowing the available CHC-MCO options, educating and assisting CHC Participants in selecting a CHC-MCO and PCP that best meets their needs, referring CHC Participants with the need for immediate services or unmet needs to their CHC-MCO, and effective CHC-MCO selection processing;

h. LIFE Program topics, including educating LTSS Applicants and Participants on LIFE, knowing the available LIFE Provider options, educating and assisting LTSS Participants who choose to enroll in LIFE to select a LIFE Provider within their service area, referring LIFE Participants with the need for immediate services or unmet needs to their LIFE Provider, and effective LIFE Enrollment processing;

i. Explaining Behavioral Health Services and how to access care through the BH-MCOs and referring behavioral health situations that require attention to the appropriate BH-MCO;

j. The complaint, grievance, and state fair hearings processes under managed care and how to refer IEB Customers for legal assistance;

k. Informing MA Beneficiaries of the availability of the MATP for transportation to medical services;

l. Program and Plan Transfers and dating rules;

m. Person-Centered Service Planning and the role of the service coordinator;

n. Independent Living Philosophy;

o. Consumer Choice and Dignity of Risk;

p. Long-Term Care Ombudsman Program;

q. The Low-Income Home Energy Assistance Program, MA for Workers with Disabilities, and PA Career Link;

r. Understanding the unique needs associated with aging, brain injury, cognitive impairment, and physical disabilities;

s. Identifying and assisting IEB Customers with special needs or unmet needs who may require expedited processing or special handling to avoid any gap in services or delay in the application or Enrollment process.

t. Facility-Based Services, including NF services;

u. MFP (if and as directed by DHS) and NHT initiatives;

v. Interaction and collaboration with internal and external stakeholder groups involved in the Enrollment process and service delivery, including AAAs, Service Coordinators, CAOs, NF staff, NHT Coordinators and FMS;
w. Process of transferring OPTIONS Program services for consumers transitioning to an OLTL Program;

x. Understanding the role of the mandated reporter, as required by the Commonwealth’s Child Protective Services Law, OAPS Act and APS Act;

y. Use of CIS, SAMS and HCSIS;

z. Medicare and MA Programs;

aa. The role of the APPRISE Program as a resource in assisting with Medicare plan selection;

bb. PA Link and the PCC role associated with the PA Link; and

cc. Other LTSS programs, including OPTIONS.

4. Additional Enrollment Case Manager Training and Certification.

a. The selected Applicant must develop training and a certification test for enrollment case managers. An enrollment case manager must complete the required training and receive certification before completing FEDs for LTSS Applicants and Potential LTSS Applicants. The selected Applicant must provide ongoing training and periodic recertification of enrollment case managers.

b. In addition to any training required in subsection 3, the selected Applicant’s approved Training Plan must require enrollment case manager training on the following FED related topics:

i. The use of the FED;

ii. Specific training on FED;

iii. interRAI™;

iv. Basic medical terminology; and

v. Identifying and building effective working relationships with local resources that may be available to support and assist IEB Customers.

5. Additional Training for Staff Providing Services to Nursing Facility Residents. In addition to any training required in subsections 3 and 4, the selected Applicant must provide the following training to staff providing services to NF residents: building rapport, communicating and coordinating with NF residents, their families and NF staff to best meet the Enrollment needs of the residents; explaining how the LTSS Application and Enrollment process, including the FED, will apply to NF residents, providing Choice Counseling on available OLTL Programs, including HCBS, and how NF residents or their designee can access BSS services.

6. Training by DHS. DHS will provide training sessions for the selected Applicant on topics determined by DHS. DHS will identify specific selected Applicant staff that are required to attend.
Describe your approach to meet the training requirements for the Project. Provide a proposed training plan. Provide copies of any training plan materials you have used for similar projects, if available.

**Applicant Response**

O. Quality Assurance and Assessment. The selected Applicant must continually monitor and assess the quality and performance of its services and the work performed by its staff, subgrantees and subcontractors. The selected Applicant must engage in remediation activities as directed by OLTL so that services are delivered as required by the RFA. The selected Applicant must have sufficient Quality Compliance Specialists to implement and manage the selected Applicant’s quality assurance procedures and other measures, including case reviews, as may be necessary to evaluate the reliability and accuracy of the completed FEDs. On a monthly basis, or within such other timeframe as may be specified by DHS, the selected Applicant must select a random sample of recorded calls to the selected Applicant’s toll-free telephone number and audit those calls to determine whether staff are complying with the requirements specified in Part III, Section III-5.G.4 in their contacts with IEB Customers. The selected Applicant must provide DHS with reports of its monitoring, assessment, and remediation activities as specified in Part III, Section III-7.

The selected Applicant must develop and maintain a QMS that determines the accessibility, availability and quality of its IEB services. The selected Applicant must include in its QMS the internal monitoring processes that will be used to evaluate the effectiveness in meeting the RFA requirements throughout the term of the Project. Additionally, the Applicant should describe how its QMS will consider customer feedback from in-person visits and the results of customer satisfaction surveys in assessing its performance and how such feedback will be incorporated into IEB services, including new hire and refresher training for all staff.

**Applicant Response**

P. LTSS Application and Enrollment Assistance Tasks. The selected Applicant must provide application and enrollment assistance to LTSS Applicants, Potential LTSS Applicants and Participants. The selected Applicant must be enrolled as a Community Partner to use COMPASS to enter and track LTSS Applications.

1. General Requirements.

   a. LTSS Application Processing Deadline. Except as specified in subsection 1.c., an LTSS Applicant must receive a final eligibility determination (clinical, program (if required), and financial) for LTSS within 90 calendar days of the LTSS Application Date as defined in subsection 1.b. The selected Applicant must monitor the status of and manage LTSS Applications throughout the application and Enrollment process and assist LTSS Applicants so that final determinations are made within 90 calendar days of their LTSS Application Dates. The selected Applicant must use all systems required by OLTL (i.e., HCSIS, SAMS, COMPASS, and CIS), to input and track LTSS Applicant information.

   b. LTSS Application Date. The LTSS Application Date is the earliest date on which the following occurs:

      i. The LTSS Application is submitted via COMPASS;
      ii. The signed LTSS Application is received by a CAO;
iii. The signed LTSS Application is received by the selected Applicant; or
iv. An MA beneficiary makes a request to receive LTSS to the selected Applicant.

c. **Exceptions to Processing Deadline.** The 90-calendar day deadline does not apply to LTSS Applications submitted by LTSS Applicants who are:

i. Waiting for discharge from a facility to transition to a new setting for more than 60 calendar days from the LTSS Application Date, but less than 180 calendar days from the LTSS Application Date;

ii. Waiting for housing; or

iii. Aging out of children’s services within 180 calendar days, which is within 180 calendar days of their 21st birthday.

If an LTSS Application filed in any of the above circumstances cannot move forward in the process for over 180 calendar days, the selected Applicant must notify the LTSS Applicant that the LTSS Application is closed.

Describe your strategy to monitor and manage LTSS Applications throughout the application and Enrollment process so that final determinations are made within 90 calendar days.

**Applicant Response**

2. **Requirements relating to NF Applicants and NF Residents.**

a. **NF Applicants.** The selected Applicant shall provide NF Applicants only the following services:

i The selected Applicant must complete an initial FED as specified in **Part III, Section III-5.Q.2.a.** If a NF Applicant is applying for MA payment for a short-term NF stay lasting 180 days or less and the NF Applicant has been discharged from the NF before the initial FED is completed, the selected Applicant may complete the FED based upon a review of the NF Applicant’s condition as documented in NF Applicant’s medical record maintained by the NF.

ii The selected Applicant must provide Choice Counseling and perform the CHC tasks specified in **Part III, Section III-5.R** or the LIFE enrollment tasks specified in subsection 17.

iii The selected Applicant must provide BSS services as may be required under **Part III, Section III-5.S.**

iv The selected Applicant must provide information on how to seek assistance from the local AAA, PA LINK, or the CAO, as appropriate.

b. **NF Residents Applying for HCBS or LIFE.** The selected Applicant must provide all application assistance and Enrollment services required by this **Section III-5.P** to NF residents who apply to receive HCBS under an OLTL Program or to enroll in a LIFE Program. In addition, the selected Applicant must provide information regarding the MFP initiative (if and as directed by DHS) and must work with the NF residents assigned NHT Coordinator until transition into the community or the transition plan is terminated. If a NF
resident does not have an assigned NHT Coordinator, the selected Applicant must refer the resident to the NF social worker.

c. **Coordination and Cooperation with NFs.** In providing services to NF residents and those who are NF Applicants, the selected Applicant must account for the unique relationship between NFs and their residents. The selected Applicant must coordinate and cooperate with NF and must work with them in scheduling and facilitating in-person contacts with and completing FEDs for the residents.

Describe how you will determine whether an individual is a NF Applicant and your process to refer NF Applicants for assistance with the LTSS eligibility process. Describe how you will coordinate and cooperate with NF in providing application and Enrollment assistance to NF residents.

**Applicant Response**

3. **LTSS Intake Process.**

a. **Potential LTSS Applicants.** The selected Applicant must begin the LTSS intake process when a Potential LTSS Applicant contacts the selected Applicant directly or is referred by a third-party.

i. **Self-Referrals.** Upon receipt of a self-referral, the selected Applicant must proceed with steps specified in [subsection 6](#). The date of the Potential LTSS Applicant’s self-referral is the earliest date on which the Potential LTSS Applicant contacts the selected Applicant regardless of the means of contact.

If a Potential LTSS Applicant, who self-refers through the IEB Website, requests to apply for LTSS but does not schedule an in-person visit, the selected Applicant must contact the Potential LTSS Applicant within one Business Day of receipt of the self-referral to schedule an in-person visit. If the Potential LTSS Applicant does not provide a telephone number or other contact information to enable the selected Applicant to follow-up, the selected Applicant must consider and document the self-referral as an inquiry as specified in [subsection 7](#).

ii. **Third Party Referrals.** If the selected Applicant receives referral of a Potential LTSS Applicant from a third-party, the selected Applicant must proceed with the steps specified in [subsections 4.a. and b](#) and make an initial contact with the Potential LTSS Applicant. Third-party referral sources include CHC-MCOs, PH-HC MCOs, BH-MCOs, LIFE Providers, AAAs, and hospital discharge planners.

The selected Applicant must request and maintain the following information for each third-party referral:

- The name, address, telephone number, contact person, if any and email address of the referral source;
- The name, address, telephone number, and email address, if available of the Potential LTSS Applicant or contact person for the Potential LTSS Applicant, if known; and
• The date of the referral. The date of the third-party referral is the earliest date the third-party referral source contacts the selected Applicant, by whatever means. If the third-party referral source contacts the selected Applicant outside of the required business hours, the date of the third-party referral is the next Business Day.

Describe how you will manage Potential LTSS Applicant self-referrals and third-party referrals.

**Applicant Response**

**b. LTSS Applicants.** The selected Applicant must begin the LTSS intake process when an LTSS Applicant submits an LTSS Application as follows:

i. **CAO Applications.** The selected Applicant must have and maintain policies and procedures in place to communicate and coordinate with CAOs to determine when the CAOs received hard copy LTSS Applications directly from LTSS Applicants. If the selected Applicant is informed or determines that an LTSS Applicant filed a hard-copy LTSS Application with the CAO, the selected Applicant must proceed with the steps in subsections 4.a. and b. to make an initial contact with the LTSS Applicant.

The date of referral of the LTSS Applicant is the earliest date the selected Applicant is informed or determines that an LTSS Applicant filed a hard copy LTSS Application with the CAO.

Describe how you will communicate and coordinate with CAOs to determine whether and when the CAOs have received hard copy LTSS Applications.

**Applicant Response**

ii. **COMPASS Applications.** The selected Applicant will receive a daily COMPASS Application File that notifies it of LTSS Applications filed through COMPASS, including LTSS Applications input by the selected Applicant. For any LTSS Application not input by the selected Applicant, the selected Applicant must proceed with steps in subsection 4.a and b. to make an initial contact with the LTSS Applicant.

The date the selected Applicant receives the daily COMPASS Application File that includes the LTSS Application is the date of referral.

Describe how you will identify and manage LTSS Applications in the daily COMPASS Application File that were not input by the selected Applicant.

**Applicant Response**

iii. **LTSS Applications Submitted Directly to the Selected Applicant.** The selected Applicant may receive hard-copy LTSS Applications directly from LTSS Applicants. In such instances, the selected Applicant must proceed with steps in subsection 6.c.

The date on which the selected Applicant receives the hard-copy LTSS Application is the date of referral.
Describe how you will receive and manage hard-copy LTSS Applications submitted by LTSS Applicants.

**Applicant Response**

iv. **LTSS Applications Submitted by MA Beneficiaries.** The selected Applicant will receive requests from MA Beneficiaries to receive HCBS under an OLTL Program. MA Beneficiaries who make these requests are LTSS Applicants. The selected Applicant must assign an enrollment case manager to the MA Beneficiary and schedule an in-person visit with the MA Beneficiary as specified in subsections 8 and 9.

The date on which the selected Applicant receives an LTSS Application from an MA Beneficiary is the date of referral.

Describe how you will receive and manage LTSS Applications submitted by MA beneficiaries.

**Applicant Response**

4. **Initial Process Following Third-Party Referrals, CAO Applications, and Certain COMPASS Applications.**

a. **Telephone Contacts.** When the selected Applicant receives a third-party referral of a Potential LTSS Applicant, is informed or determines that an LTSS Applicant filed a hard-copy LTSS Application with the CAO, or is notified an LTSS Applicant filed an LTSS Application through COMPASS that was not input by the selected Applicant, the selected Applicant must make at least three attempts to contact the Potential LTSS Applicant or LTSS Applicant by telephone.

If the selected Applicant is unable to reach the individual on the first attempt, the selected Applicant must make at least two additional attempts on different days and at different times of the day to contact the individual by telephone. The selected Applicant may not use an auto dialer or robocall to make the last telephone attempt.

If selected Applicant reaches the individual, the selected Applicant must proceed with the steps specified in subsection 6.

If the selected Applicant is unable to contact the Potential LTSS Applicant after making two unsuccessful telephone attempts, the selected Applicant must contact the third-party referral source to confirm the individual’s contact information.

b. **Follow-up to Unsuccessful Telephone Attempts.** If the selected Applicant does not contact a Potential LTSS Applicant or an LTSS Applicant after three telephone attempts, the selected Applicant must:

i. In the case of a Potential LTSS Applicant who is not an MA Beneficiary, send the individual a letter explaining that the Potential LTSS Applicant must file an LTSS Application or contact the selected Applicant within 30 calendar days to initiate the LTSS
Application and Enrollment process. If the individual does not file an LTSS Application or contact the selected Applicant within 30 calendar days of the date of the letter, the selected Applicant must suspend further activity on the LTSS referral.

ii. In the case of a Potential LTSS Applicant who is an MA Beneficiary, send a letter explaining that the Potential LTSS Applicant must contact the selected Applicant within 30 calendar days to request LTSS to initiate the LTSS Application and Enrollment process. If the individual does not contact the selected Applicant within 30 calendar days of the date of the letter, the selected Applicant must suspend further activity on the LTSS referral.

iii. In the case of an LTSS Applicant, the selected Applicant must issue a 1768 Denial Form to the CAO to close the LTSS Application because the selected Applicant was unable to reach the LTSS Applicant.

The selected Applicant must complete all telephone attempts and mail the follow-up letter or issue the 1768 Denial Form, within seven calendar days of date of referral of the LTSS Applicant.

Describe how you will manage the process for making the required contacts with LTSS Applicants and Potential LTSS Applicants to maximize successful contacts. Specify how you propose to arrange and time the telephone calls to reach these individuals and whether you will use automated or robocalls or live staff to make the calls. Provide a sample of the follow-up letters which you will send to Potential LTSS Applicants whom you do not contact by telephone.

**Applicant Response**

5. **Determining Eligibility Status in CIS.** Prior to or during an initial contact with an LTSS Applicant or Potential LTSS Applicant, the selected Applicant must check CIS to determine whether the individual is an MA Beneficiary; is currently a Participant in an OLTL Program, and, if so, which Program; or has a code indicating that the individual is currently enrolled in an ODP Waiver program or a County-based service program.

a. If the individual is a current MA Beneficiary, the selected Applicant is not required to obtain an LTSS Application to continue with the LTSS Application and Enrollment process.

b. If the individual has a code indicating that he or she is currently enrolled in an ODP Waiver program or a County-based service program, the selected Applicant must contact OLTL and follow OLTL’s instructions on coordinating with the individual’s existing program or communicating with ODP or County staff. ODP or County staff will confirm the individual’s interest in receiving HCBS through an OLTL Program and coordinate a transition date from the ODP waiver or county program to the OLTL Program so no gap in the individual’s services exists.

6. **Initial Contacts with Potential LTSS Applicants and Certain LTSS Applicants.**

a. **Potential LTSS Applicants.** During an initial contact with a Potential LTSS Applicant, the selected Applicant must use a DHS-approved script to inform the individual about the LTSS Application and Enrollment process. The selected Applicant must also determine if the individual is making an inquiry or a request to apply for LTSS.
i. If the Potential LTSS Applicant requests to apply for HCBS or is interested in enrolling in LIFE, the individual is an LTSS Applicant and the selected Applicant must assign an enrollment case manager and schedule an in-person visit as specified in subsections 8.a and 9. For purposes of scheduling the in-person visit, the individual’s date of referral is determined under subsection 3.a. Additionally, the selected Applicant must accept and input an LTSS Application from the individual as specified in subsection 6.c.

ii. If the Potential LTSS Applicant only requests general information regarding HCBS but does not express any desire to receive or apply for HCBS, or if the individual is a NF Applicant, the selected Applicant will consider and document the contact as an inquiry as specified in subsection 7.

Describe your strategy to comply with these requirements. Provide a sample initial intake script to explain the LTSS Application and Enrollment process to Potential LTSS Applicants.

Applicant Response

b. LTSS Applicants Who File LTSS Applications through COMPASS or with CAOs. During the initial contact with an LTSS Applicant who filed an LTSS Application directly through COMPASS or a hard-copy LTSS Application with a CAO or the selected Applicant, the selected Applicant must use a DHS-approved script to inform the individual about the LTSS Application and Enrollment process and determine if the individual wants to continue with the process. The selected Applicant must inform these LTSS Applicants that, if the LTSS Applicant decides not to proceed with the LTSS Application and Enrollment process, the CAO will determine eligibility for other MA coverage.

- If the LTSS Applicant chooses to continue with the LTSS Application and Enrollment process and apply for HCBS, the selected Applicant must assign an enrollment case manager to the LTSS Applicant and schedule and conduct an in-person visit with the LTSS Applicant as specified in subsections 8.a and 9.
- If the selected Applicant determines that an individual is a NF Applicant, the selected Applicant will proceed as specified in subsection 2.a.
- If, after hearing the script, the LTSS Applicant decides not to continue with the LTSS Application process, the selected Applicant must send a 1768 Denial form to the CAO and close the application.

Describe your strategy to comply with these requirements. Provide a sample initial intake script to explain the LTSS Application and Enrollment process to LTSS Applicants and determine whether they intend to continue with the LTSS Application and Enrollment process.

Applicant Response

c. LTSS Applications input by the Selected Applicant. The selected Applicant must accept hard-copy LTSS Applications directly from LTSS Applicants or take LTSS Applications from LTSS Applicants in-person or by telephone. If an LTSS Applicant submits a hard-copy LTSS Application to the selected Applicant or the selected Applicant takes an LTSS
Application from an LTSS Applicant, the selected Applicant must input the LTSS Application into COMPASS on the same day it is received. If the LTSS Application is received on a weekend or holiday, the selected Applicant must input into COMPASS no later than the next Business Day following receipt.

Describe how you will take LTSS Applications in-person and by telephone, including how you will obtain signatures for such applications.

**Applicant Response**

d. **Language Preferences; Designated Contacts and Preferred Contact Information.** During initial contacts with LTSS Applicants and Potential LTSS Applicants, the selected Applicant must ask for the following information:

i. Whether they speak or read a language other than English as their preferred language. If so, the selected Applicant must explain that it will communicate with them using their spoken language preferences and will provide oral interpretation services in their requested language or sign language interpreter services to meet their needs.

ii. Whether LTSS Applicants wish to designate an authorized representative who may make decisions and act on their behalf;

iii. Whether LTSS Applicants wish to identify and provide contact information for up to five contacts, including referral sources and current service Providers who may inquire about and receive information from the selected Applicant regarding the status of their LTSS Applications;

iv. Their preferred method (e.g., telephone, text message, or email) and times for the selected Applicant to contact them or their authorized representative. If they choose to be contacted by text messages, the selected Applicant must inform them that they may be subject to additional charges from their cell phone provider.

v. Whether they wish to identify an alternative contact whom the selected Applicant can contact if unable to reach them or their designated representatives.

Describe how you will collect and use LTSS Applicants’ and Potential LTSS Applicants’ language and contact preferences during the LTSS Application and Enrollment process.

**Applicant Response**

7. **Requirements relating to Inquiries and Suspended Referrals and closed Applications.** The selected Applicant must keep a record of each inquiry, suspended referral, and closed LTSS Application, which includes the following information:

a. For each inquiry, the name, address and telephone number of the person who made the inquiry, the date of the inquiry, and the reason why the contact was considered an inquiry.

b. For each suspended referral, the name, address and telephone number of the Potential LTSS Applicant and any other person who contacted or was contacted by the selected Applicant regarding the Potential LTSS Applicant, including the referral source; the date of the referral;
the date of all contacts made regarding the referral; and a copy of the follow-up letter sent to
the Potential LTSS Applicant.

c. For each closed LTSS Application, the name, address and telephone number of the LTSS
Applicant and any other person(s) contacted by the selected Applicant in connection with the
Application; the date of the Application; the date of all contacts made regarding the
Application; the reason, if any, given by the LTSS Applicant for not proceeding with the
LTSS Application process; and the date the 1768 Denial form was sent.

The selected Applicant must provide reports on inquiries, suspended referrals and closed
applications as requested and, in a format specified by DHS.

Describe your strategy to comply with these requirements.

**Applicant Response**

8. **Assignment and Responsibilities of Enrollment Case Manager.**

a. The selected Applicant must assign a locally based enrollment case manager to each LTSS
Applicant during the initial contact with the selected Applicant or, if the LTSS Applicant
self-referred through the IEB Website, or by USPS mail within one Business Day of the date
of referral determined under **subsection 3.a.i.**

b. The enrollment case manager shall serve as the LTSS Applicant’s primary point of contact
and source of information during the LTSS Application and Enrollment process. The
enrollment case manager shall assist the LTSS Applicant with all aspects of the LTSS
Application and Enrollment process until a final determination is made, including providing
information and Choice Counseling targeted to the LTSS Applicant’s needs and preferences
and helping the LTSS Applicant gather information necessary to establish his or her financial
eligibility. In providing this assistance, the enrollment case manager shall use a person-
centered approach taking into account the circumstances and needs of the LTSS Applicant.

c. The enrollment case manager must provide assistance to the LTSS Applicant by text
message, email, telephone, and in-person, as requested by the LTSS Applicant.

d. The enrollment case manager must conduct an in-person visit and complete the tasks
specified in **subsection 9.** The enrollment case manager must conduct follow-up in-person
visits if requested by the LTSS Applicant, or as otherwise necessary to provide application
and Enrollment assistance as specified in this RFA.

e. When conducting in-person visits, the enrollment case manager must assess whether
individuals have additional needs that should be addressed such as food insecurity, housing
concerns, or immediate health needs, and make appropriate referrals or provide relevant
information on these topics.

f. The enrollment case manager must identify and manage LTSS Applicants with special needs
who require expedited processing or special handling to avoid a gap in services or delay in
the application or Enrollment process. The enrollment case manager must assist individuals
with a special need with access to services and information relevant to their special condition.
or circumstance and provide all necessary LTSS Enrollment assistance services and support so that their LTSS Application is processed in a timely manner.

An individual with special needs is a person who meets one or more of the following factors:

i. Requires expedited processing of the application due to the involvement of APS or OAPS.

ii. Is aging out of HealthChoices or other service program for individuals under the age of 21 and requires coordination of care or services between EPSDT and LTSS.

iii. Requires coordination of care or services between an acute inpatient setting or other facilities and HCBS Providers.

iv. Is transferring to or from a service program administered by ODP or County-based service unit.

v. Is transferring to or from one OLTL Program to another.

vi. Has an immediate need for services to address his or her health and welfare to remediate a current crisis situation, which, if not addressed with 48 hours, could pose significant harm including displacement, unnecessary admission to a hospital or NF, termination of current services, death, or preventing a future crisis that could result in the same type of harm.

g. The enrollment case manager must make a follow-up contact with an LTSS Applicant who fails to submit an LTSS Application within 30 calendar days following the in-person visit. The enrollment case manager must remind the individual that he or she must file an LTSS Application to continue the LTSS Application and Enrollment process and that the enrollment case manager is available to assist in submitting the LTSS Application. Additionally, on the 30th day after the in-person visit, the selected Applicant must send a letter reminding the LTSS Applicant that the selected Applicant will suspend further activity on the LTSS Applicant’s case until an LTSS Application is filed.

h. The enrollment case manager must make warm transfers of ineligible LTSS Applicants to other service providers, including OPTIONS and LIFE Providers. In addition, the enrollment case manager must inform ineligible LTSS Applicants that they may contact the PA LINK to request PCC if they need additional assistance.

i. The enrollment case manager will have access to the Department’s systems including CIS, SAMS and HCSIS as necessary to perform application and Enrollment assistance functions.

j. The selected Applicant must equip enrollment case managers with a WiFi-enabled tablet or other mobile device to facilitate data entry, compile the necessary information during in-person visits, complete the assessments FEDs and transmit 1768 forms to the CAOs as specified in subsection 13. The enrollment case manager must be able to gather and input the necessary information to hand off a complete Enrollment packet to the OLTL Program or SCE once an Applicant has been determined eligible for LTSS.
k. The selected Applicant must have and comply with procedures to assign a back-up or new enrollment case manager if the assigned enrollment case manager becomes temporarily or permanently unavailable. The procedures must provide for notification to the affected LTSS Applicants.

Describe how you will provide a sufficient number of qualified locally based enrollment case managers to provide LTSS Applicants with the personalized assistance specified above, including your procedures and plan for appropriate back-up staff. Describe your strategy to use a person-centered approach in providing assistance. Describe how you will track LTSS Applicants who do not file an LTSS Application prior to or during their in-person visit to determine whether they file the LTSS Application within 30 days.

**Applicant Response**

9. **In-Person Visit with LTSS Applicants.** The selected Applicant must have and comply with policies and procedures to schedule and conduct in-person visits with LTSS Applicants as follows:

a. **Scheduling.** The selected Applicant must assign an enrollment case manager who must conduct an in-person visit within seven calendar days of the date of referral as determined under subsection 3.a. and b. If requested by the LTSS Applicant, the selected Applicant must schedule the in-person visit during evening hours or on the weekend. If the visit does not occur within seven calendar days, the selected Applicant must document the reason for the delay and schedule the visit as soon as possible thereafter.

b. **Visit Site.** The enrollment case manager must conduct the in-person visit at the LTSS Applicant’s current residence or location, if the individual is hospitalized or in another residential setting.

c. **Tasks.** During the in-person visit, the enrollment case manager must complete the following tasks:

i. Ask the LTSS Applicant if he or she has designated an authorized representative to make decisions and act on his or her behalf. If the individual has a legal guardian appointed or executed a power-of-attorney, ask the individual for a copy of the court order or power-of-attorney.

ii. Explain the LTSS Application and Enrollment process.

iii. Provide and explain the LTSS Application Packet.

iv. Explain to an LTSS Applicant who has not submitted an LTSS Application that, to continue the LTSS Application process, the LTSS Applicant must sign and submit LTSS Application to the selected Applicant or the CAO or submit an LTSS Application through COMPASS.

v. Assist in completing the LTSS Application during the in-person visit, if requested, and any other forms and documentation required for the OLTL Program to which the individual is applying.
vi. Explain that the LTSS Applicant may contact the enrollment case manager if additional assistance is needed after the in-person visit to complete the LTSS Application, submit information in support of the LTSS Application, or with the LTSS Application process.

vii. Inform the LTSS Applicant he or she may contact the PA LINK for additional assistance and PCC.

viii. Inform the LTSS Applicant he or she may contact APPRISE if they have questions about or need additional assistance with Medicare benefits.

ix. Complete an initial FED using a tool designated by DHS.

x. Explain that, to be clinically eligible for LTSS, a physician must submit a PC documenting that the LTSS Applicant is NFCE or requires the level of care provided in an ICF/ORC if applying for the OBRA Waiver. Ask whether the individual wants the enrollment case manager to contact his or her physician to request the completion of the PC or if the individual wants the selected Applicant to arrange for a physician to complete the PC.

xi. Provide Choice Counseling and answer questions regarding CHC, making an advanced CHC-MCO selection or applying to enroll in an available LIFE program.

xii. Inform an LTSS Applicant seeking to enroll in the OBRA Waiver or Act 150 Attendant Care Program about SCEs in the geographic area, and compile a list of the LTSS Applicant’s three preferred SCEs in order of preference.

xiii. Provide and review any standard informational material required by OLTL that is not included in the LTSS Application Packet.

xiv. Confirm any designated contacts provided during the initial contact with the selected Applicant. Inform them that they may provide contact information for up to five designated contacts, including referral sources and current service Providers, who may inquire about and receive information regarding the status of individual’s LTSS Application.

xv. Ask for their language preferences, the preferred methods and times to contact them (e.g., telephone, email, or text message) and whether they wish to designate an alternate contact person if the selected Applicant is unable to reach them.

xvi. Notify them of their rights and responsibilities during the LTSS eligibility process and, as an LTSS Participant, should they be determined eligible.

xvii. Notify them of their right to an appeal and provide written instructions on how to appeal.

xviii. Provide a NF resident who is transitioning to a home or community-based setting consent forms and related information.

Describe the process you will use to schedule in-person visits within the required seven calendar day timeframe and to record the reasons for any delays. Describe how you will manage the in-person visit to include tasks described in this subsection.
10. **LTSS Application Packet.** The selected Applicant must provide a LTSS Application Packet to LTSS Applicants that includes the following information:

a. A cover letter that explains the forms and identifies the forms that must be completed, signed and returned to the selected Applicant within 30 calendar days to start the LTSS Application and Enrollment process.

b. An LTSS Application unless the individual is an MA Beneficiary or has submitted an LTSS Application through COMPASS or with the CAO.


d. LTSS information, including an explanation of the LIFE Program and LTSS available through LIFE and CHC.

e. A LIFE Opt-in form.

f. Information about the Estate Recovery Program.

g. Information about the EPSDT program unless the individual is age 21 or older.

h. Citizenship Form.

i. Notice of Privacy Practices, including Acknowledgement Form.

j. Notice of assistance available to complete the LTSS Application and with the Enrollment process, including information on PCC associated with the regional PA LINK entities.

k. A flow chart entitled “PA IEB Application Process for LTSS.”

l. Notice of Right to Timely Eligibility Determination.

m. A Freedom of Choice form.

n. Notice of the LTSS Applicant’s rights and responsibilities during the eligibility determination process and as a Participant, if determined eligible.

o. Notice of the LTSS Applicant’s right to an appeal and instructions on how to appeal.

p. Consent forms and related information about MFP options and procedures if LTSS Applicant is transitioning from a NF setting.

q. Information relating to alternative services that may be available if determined ineligible to receive LTSS under CHC or LIFE and an application for Act 150 for individuals under the age of 60 and referral information to the local AAA for individuals age 60 and over.

r. Such other information as may be specified by DHS.
Applicant Response

11. Clinical Eligibility Determination. To be clinically eligible for LTSS, an LTSS Applicant must be NFCE, or need the level of care provided in an ICF/ORC if applying for the OBRA Waiver. The Department will base its Clinical Eligibility Determination on the LTSS Applicant’s PC and FED.

a. Physician Certification. The selected Applicant must monitor, arrange for and manage the submission of PC forms.

If an LTSS Applicant chooses to have his or her own physician complete the PC, the selected Applicant must transmit a PC form to the LTSS Applicant’s physician and request that the physician complete and return the PC form to selected Applicant within seven calendar days of the date of the cover letter or other communication transmitting the form.

If an LTSS Applicant’s physician does not submit the PC or if the LTSS Applicant does not identify a physician to complete the PC, the selected Applicant must ask the LTSS Applicant for consent to obtain the LTSS Applicant’s medical records. The selected Applicant must request the medical records, arrange for a physician to review the medical records, examine LTSS Applicant, if necessary, and complete the PC for the LTSS Applicant.

Describe the steps you will take to obtain and manage PCs for LTSS Applicants, including any steps you will take to follow-up with LTSS Applicants and their physicians who do not submit PCs within seven calendar days of your request. Describe your strategy to arrange for a physician to complete the PC if a PC is not obtained from the LTSS Applicant’s physician. Provide a copy of any medical consent forms you will use.

b. Functional Assessments. The selected Applicant must complete an initial FED for LTSS Applicants as specified in Part III, Section III-5.Q.2.a.

c. OLTL Referral. If there is a discrepancy between the results of an LTSS Applicant’s FED and his or her PC, the selected Applicant must refer the case to OLTL for a determination of clinical eligibility by OLTL’s Medical Director. The selected Applicant must make the referral to OLTL within three Business Days of the date the selected Applicant is in receipt of both the completed FED determination and the PC.

d. Clinically Ineligible LTSS Applicants. If an LTSS Applicant is NFI and does not require ICF/ORC level of care, the selected Applicant must:

i. Notify OLTL. OLTL will send the LTSS Applicant and the selected Applicant a written Notice of Decision informing the LTSS Applicant that he or she is not clinically eligible for LTSS and providing referral information on alternate service delivery systems designated by DHS; and

ii. Transmit a 1768 Ineligible form electronically to the CAO.
12. **OBRA Waiver Program Eligibility.** If the selected Applicant determines that an LTSS Applicant requires the ICF/ORC level of care, it shall determine if the LTSS Applicant meets OBRA program eligibility criteria.

a. If the selected Applicant determines that the LTSS Applicant meets the OBRA Waiver eligibility criteria, it shall notify the CAO by transmitting a PA 1768 Approval form to the CAO. The CAO will complete the LTSS Applicant’s financial eligibility determination, issue the final determination notifying the LTSS Applicant if he or she is eligible for the OBRA Waiver.

b. If the selected Applicant determines that the LTSS Applicant does not meet the OBRA Waiver eligibility criteria, it shall transmit its determination to OLTL for review and final determination. If OLTL determines that the LTSS Applicant fails to meet eligibility criteria, OLTL will send a written notice to the LTSS Applicant and inform the selected Applicant to submit a 1768 Ineligible form to the CAO and close the LTSS Application.

**Applicant Response**

13. **Process relating to CAO Financial Eligibility Determinations.**

a. The selected Applicant shall electronically generate and submit a 1768 Approval or 1768 Ineligible form to the CAO daily using the 1768 Web Service to notify the CAO of a LTSS Applicant’s clinical and program eligibility assessments. The selected Applicant must generate the 1768 Approval or 1768 Ineligible for each LTSS Applicant no later than three Business Days after the completion of the FED and receipt of the PC for the LTSS Applicant.

b. For 1768 Approvals, the CAO will complete a financial eligibility review and determine the LTSS Applicants’ eligibility for MA LTSS. For 1768 Ineligibles, the CAO will complete a financial eligibility review and determine the LTSS Applicants’ financial eligibility for MA. The selected Applicant will receive a copy of the PA 162 notices that the CAOs send to LTSS Applicants notifying them of the eligibility determinations. The selected Applicant will also be notified of final eligibility determinations through the Daily Eligibility file and 162 Commit File.

**Applicant Response**

14. **Act 150 Attendant Care Program.** If a clinically eligible LTSS Applicant under the age of 60 submitted an application for the Act 150 Attendant Care Program and the selected Applicant receives notice either through a daily 162 Commit File or a PA 162 Notice that the LTSS Applicant is financially ineligible for MA LTSS, the selected Applicant shall review and make a recommendation to OLTL on whether the LTSS Applicant meets program eligibility for the Act 150 Program.

If OLTL notifies the selected Applicant that the LTSS Applicant is eligible for the Act 150 Attendant Care Program, the selected Applicant must send a letter by first-class mail informing the LTSS Applicant to contact the selected Applicant within 15 calendar days if the Applicant is interested in receiving services under the Act 150 Attendant Care Program. If the LTSS Applicant does not contact the selected Applicant within 15 calendar days of the date of the letter, the selected Applicant shall suspend further activity on the LTSS Applicant’s case.
If the LTSS Applicant informs the selected Applicant that he or she is interested in receiving services through the Act 150 Attendant Care Program, the selected Applicant shall complete the LTSS Applicant’s Enrollment in the Act 150 Attendant Care Program.

If the OLTL determines that the LTSS Applicant is ineligible for the Act 150 Attendant Care Program, OLTL will send a Notice of Decision to the LTSS Applicant and notify the selected Applicant to close the case.

Applicant Response

15. Additional Requirements relating to Personal Care Home Residents. Under limited circumstances, an individual may receive HCBS while a resident of a personal care home. If the selected Applicant determines that an LTSS Application has been or will be filed by, or on behalf of, a resident of a personal care home, the selected Applicant must contact OLTL for instructions on processing the LTSS Application.

The selected Applicant must complete an initial FED for a personal care home resident as specified in Part III, Section III-5.Q.2.a. if the personal care home resident is eligible for SSI and is applying for or seeking continuation of the State Supplement.

Describe how you will determine whether an individual is a resident of a personal care home or is seeking to receive LTSS in a personal care home or must receive an FED in connection with an application for a State Supplement.

Applicant Response

16. Enrollment. The selected Applicant shall complete the Enrollment process after notification that an LTSS Applicant has been determined eligible to participate in an OLTL Program:

a. For CHC-LTSS Participants, the selected Applicant must follow the process specified in Part III, Section III-5.R.4.b.

b. For LIFE Participants, the selected Applicant must follow the process specified in subsection 17.

c. For OBRA Waiver and Act 150 Attendant Care Program Participants, the selected Applicant must complete the following additional tasks to close out the Enrollment process within 3 calendar days of receipt of the Daily Eligibility file containing notice of the Participants’ eligibility:

- Enter all required Enrollment information into the appropriate DHS service planning information systems (HCSIS or SAMS).
- Notify the SCE chosen by the Participant, in writing, via email if available, or regular mail.
- Transfer the Participant’s file and all necessary documentation to the Participant’s chosen SCE. The selected Applicant must include a tracking cover sheet with each transfer to an SCE.
- Alert the SCE if the Participant is transferring from OPTIONS services.
• Notify the Participant or his or her representative in writing of the Enrollment into the OLTL HCBS Program, the effective date of Enrollment, and the name and telephone number of the SCE, and the Participant Helpline number. Once the selected Applicant sends the written notification, it has completed the Enrollment.

**Applicant Response**

17. LIFE Program Enrollments.

a. The selected Applicant must manage the application and Enrollment process for LTSS Applicants applying to enroll in LIFE. The selected Applicant will receive referrals for LIFE Enrollment from LIFE Providers, AAAs, COMPASS, and from other referral sources. In addition, LTSS Applicants may choose to enroll in LIFE during the LTSS Application and Enrollment process and LTSS Participants may choose to transfer from their current OLTL Program to an available LIFE Provider.

b. Except as specified in subsection c, the selected Applicant shall provide application and Enrollment assistance to LTSS Applicants applying to enroll in LIFE as required by this Part III, Section III-5.P. In addition, the selected Applicant must communicate and coordinate program eligibility determinations with the LIFE Provider chosen by the LTSS Applicants, and coordinate LIFE Enrollment and disenrollment dates with the CAOs in accordance with federal regulations regarding effective dates of LIFE Enrollments and disenrollments.

c. The selected Applicant does not determine an LTSS Applicant’s program eligibility for LIFE. The LIFE Provider chosen by the LTSS Applicant conducts an in-person visit with the LTSS Applicant and notifies the selected Applicant of its determination of program eligibility.

d. If an LTSS Applicant who is applying to enroll in LIFE is determined NFCE, the selected Applicant must identify the LIFE Provider chosen by the LTSS Applicant as a contact on 1768 Approval forms so that the LIFE program receives a copy of LTSS Applicant’s PA 162 eligibility determination.

e. The selected Applicant shall coordinate Program Transfers to and from LIFE and CHC or another OLTL Program.

f. The selected Applicant must maintain a file of signed LIFE agreements that include the LIFE Enrollment Start Date. The selected Applicant must use the LIFE Enrollment Start Date to populate any 1768 Approval in the Service Start Date field.

g. The selected Applicant shall report the following LIFE Enrollment application processing issues to OLTL as they occur: inaccurate disenrollments not initiated by the selected Applicant as determined from the Daily Eligibility file and delays in LTSS Applicant program eligibility determinations by the LIFE Providers.

h. The selected Applicant must transfer the LIFE Participant’s file to his or her LIFE Provider within three calendar days of the individual’s Enrollment with the LIFE Provider. The file must include information on the LIFE Participant’s language, contact preferences and authorized representatives.
i. The selected Applicant shall follow-up with the CAO on any LIFE Enrollment that has not been processed by the CAO at least five calendar days prior to the last day of the month preceding the projected LIFE Enrollment date and must continue to follow-up daily until financial eligibility is processed.

Describe your strategy to manage the application and Enrollment process for LTSS Applicants applying to enroll in LIFE, including how you will coordinate and cooperate with LIFE Providers to exchange information necessary to facilitate LIFE Enrollments and minimize any overlap or duplication of effort.

**Applicant Response**

18. **Communication Touch Points.** The selected Applicant shall be responsible for ‘touch points’ with LTSS Applicants. The selected Applicant must employ a strategy for communications with LTSS Applicants, and for tracking, disseminating and reporting on such communications. At a minimum, the selected Applicant’s communications strategy must achieve the following:

a. Make LTSS Applicants aware of their current application status and any necessary next steps to be completed by the LTSS Applicant;

b. Provide LTSS Applicants an opportunity to update information that is pertinent to the application process such as changes in address, phone number or nursing facility admissions;

c. Provide LTSS Applicants with the ability to identify changes to his or her requests or need for services; and

d. For LTSS Applicants transitioning from a NF to a home or community setting, communicate with the LTSS Applicant’s NHT Coordinator at least every 30 calendar days from the date the LTSS Applicant is determined program eligible for NHT. If the LTSS Applicant does not have an assigned NHT Coordinator, the selected Applicant must communicate with the LTSS Applicant at least every 30 calendar days.

Describe your strategy to comply with these requirements.

**Applicant Response**

19. **Waiting List.** The selected Applicant must track and contact LTSS Applicants placed on a waiting list for the OBRA Waiver or Act 150 Attendant Care Program every 90 calendar days to:

a. Verify the LTSS Applicant’s contact information;

b. Capture changes to the LTSS Applicant’s status;

c. Capture changes in the LTSS Applicant’s need for services;

d. Confirm the LTSS Applicant’s interest in services; and

e. Track and maintain current LTSS Applicant information.

Describe your strategy to comply with these requirements.

**Applicant Response**
20. LTSS Eligibility Determination Appeals. The selected Applicant must track standard and expedited appeals filed by LTSS Applicants contesting LTSS eligibility determinations.

The selected Applicant shall assist DHS in preparing for the pre-hearing conferences and hearings, and, if requested by DHS attend a pre-hearing conference and hearing, and provide evidence necessary to support the eligibility determination.

The selected Applicant may not provide legal representation to LTSS Applicants in hearings and appeals contesting LTSS eligibility determinations. The selected Applicant must refer the LTSS Applicants to PLAN or a local legal service provider for legal representation and assistance.

The selected Applicant must notify OLTL of all LTSS eligibility appeals and provide OLTL with any requested information concerning appeals.

Describe your strategy to comply with these requirements.

Applicant Response


a. Change in LTSS Applicant Address. If, while providing services to an LTSS Applicant, the selected Applicant learns that the LTSS Applicant no longer resides at the address on the LTSS Applicant’s LTSS Application, the selected Applicant must send a 1768 Change form to the CAO to notify the CAO of the change of address.

b. Authorized Representatives. If, while providing services to an LTSS Applicant or Potential LTSS Applicant, the selected Applicant learns that the individual has designated an authorized representative to make decisions and act on his or her behalf, that the individual has a legal guardian or has executed a power of attorney authorizing an attorney-in-fact to act on his or her behalf, the selected Applicant must notify the CAO and, if applicable, the CHC-MCO or LIFE program in which the individual is enrolled of the individual’s authorized representative, legal guardian or attorney-in-fact. The selected Applicant must provide the CAO and the applicable CHC-MCO or LIFE program copies of any documentation obtained by the selected Applicant substantiating the appointment of the legal guardian or the attorney-in-fact.

Describe your strategy to comply with these requirements.

Applicant Response

Q. Functional Assessment Tasks. The selected Applicant shall administer and conduct initial FEDs, review annual re-determinations of clinical eligibility for CHC, and conduct PASRR-EV Level II screenings as follows:

1. General Requirements:

a. Level of Care Standard. An LTSS Applicant must be NFCE to receive LTSS under CHC, LIFE and the Act 150 Attendant Care Program. An LTSS Applicant must require the level of care provided by an ICF/ORC to enroll in the OBRA Waiver.
b. Staffing and Qualifications - The selected Applicant must have a sufficient number of enrollment case managers available to complete initial FEDs, and such other staff as may be required to conduct annual re-determinations and PASRR-EV Level II screenings within the time frames specified in subsections 2.b and c.

Individuals completing annual re-determinations of CHC Participants and PASRR-EV Level II screenings do not need to meet the enrollment case manager qualifications in Part III, Section III-3.D. or the training and certification requirement in Part III, Section III-N.4 but must receive appropriate training on performing these tasks.

Describe your strategy to meet these requirements. Specify how you will determine the number of enrollment case managers and other staff necessary to perform these tasks. Describe the minimum qualifications and training of staff who will complete the annual redeterminations and PASRR-EV Level II screenings.

**Applicant Response**

2. Assessment Tasks.

a. Initial FED. The selected Applicant must complete an initial FED for LTSS Applicants, NF Applicants, and residents of personal care homes and domiciliary homes who receive SSI and are applying for a State Supplement. In completing initial FEDs, the selected Applicant must:

i. Use the FED Tool designated by the Department.

ii. Conduct the initial FED using a trained and certified enrollment case manager as specified in Part III, Section III-5.N.4 and the selected Applicant’s approved training plan.

iii. Require the enrollment case manager complete initial FEDs using a Wi-Fi-enabled mobile device, and upload the initial FED to the interRAI™ system immediately upon completion. If internet connectivity is not available when the FED assessment is conducted, the enrollment case manager must upload the initial FED assessment as soon as internet connectivity to the interRAI™ system is available, but no later than three Business Days after completing the initial FED.

iv. Complete the initial FED for LTSS Applicants during the in-person visit scheduled in accordance with Part III, Section III-5.P.9.

v. Receive requests from referral sources, including AAAs, NFs, hospitals, LIFE Providers, personal care homes and domiciliary care homes, to complete initial FEDs for NF Applicants and residents of personal care homes and domiciliary care homes. The selected Applicant must assign an enrollment case manager and complete the initial FEDs for these individuals within seven calendar days of the receipt of the request for completion of the initial FEDs.

b. Reviews of Annual Redeterminations for CHC Participants. The selected Applicant shall review the FED data collected by the CHC-MCOs for CHC Participants that are used to conduct annual clinical eligibility redeterminations for CHC Participants. The FED data will
be transmitted to the selected Applicant and the selected Applicant must complete its review of that data within ten calendar days of receipt. The selected Applicant’s review shall consist of the following:

i. Determining if the CHC-MCO completed the annual FED assessment data timely;

ii. Determining whether the FED is complete;

iii. Determining the existence of any factual discrepancies between the previous FED and the CHC-MCO's completed FED assessment data; and

iv. Notifying OLTL of incomplete FEDs and case discrepancies.

c. PASRR-EV Level II Screening. The selected Applicant shall conduct an in-person PASRR-EV Level II screening using a tool designated by the Department for individuals who are seeking admission to a MA certified NF and who have a Mental Illness, ID or Other Related Condition regardless of payer source.

i. A hospital, AAA, or individual familiar with the person will complete an initial PASRR-ID Level 1 screening tool to identify individuals with a diagnosis of Mental Illness, ID, or Other Related Condition. Once the individual is referred to the selected Applicant, the selected Applicant must assign a staff person to complete a full PASRR-EV Level II screening. The selected Applicant must use professional staff fully trained in the use of the tool to conduct the PASRR-EV Level II screenings.

ii. The selected Applicant’s assigned staff shall interview each referred individual in person and shall gather appropriate medical documentation. Upon the completion of PASRR-EV Level II screening tool, the selected Applicant shall electronically forward it to the appropriate State Authority for review. The State Authorities are DHS Office of Mental Health and Substance Abuse Services for individuals with a Mental Illness diagnosis, ODP for individuals with an ID diagnosis and OLTL for an individual with an ORC.

iii. The selected Applicant must complete and forward the PASRR-EV Level II screening tool evaluation to the appropriate State Authority within five Business Days from the referral to the selected Applicant.

Describe your strategy to comply with these requirements.

Applicant Response

3. Ongoing Evaluation and Monitoring. The selected Applicant shall establish and maintain policies and procedures to monitor the enrollment case managers and other staff conducting assessments and screenings and evaluate the reliability, consistency and accuracy of those assessments and screenings. The selected Applicant shall use Quality Compliance Specialists to provide ongoing evaluation and monitoring and shall include in its procedures at least the following:

a. Tracking and monitoring the assessment and screening activities.
b. Utilizing reports for monitoring, at a minimum, the scheduling of assessments and screenings, time management, and timeframes.

c. Utilizing benchmark reports for statistical purposes and for monitoring of any outliers against statewide averages.

d. Conducting case reviews of a random sample of cases or as instructed by OLTL.

e. On-going training of staff.

f. Technical assistance.

g. Any other activities necessary to demonstrate compliance with 1915(c) waiver performance measures, as specified by the Department.

Describe your strategy to comply with these requirements and how your strategy will measure and promote reliability, consistency and accuracy of the assessments and screenings conducted by enrollment case managers and staff.

**Applicant Response**

R. CHC Tasks.

1. **CHC Enrollment Materials.** The selected Applicant must develop and use materials and mailings that have been prior approved by DHS in providing Choice Counseling and enrollment services to LTSS Applicants and CHC Participants.

2. **CHC Post-Enrollment Packets.** The selected Applicant must mail a CHC Post-Enrollment Packet to each CHC Participant included in a Daily Eligibility file within three calendar days of receiving the Daily Eligibility file from DHS.

   The CHC Post-Enrollment Packet must include, at a minimum, the following information:

   a. Information on the CHC Participant’s selected or assigned CHC-MCO’s Participant Services and its hotline numbers.

   b. How to contact the selected Applicant through the IEB’s toll-free number and the IEB Website for assistance with Program and Plan Transfers and beneficiary supports.

   c. Information on emergency care.

   d. The role of the CHC-MCO.

   e. An explanation of the role of the CHC-MCO PCP, and an explanation for Dual Eligible Participants that the Participant can keep his or her Medicare PCP and other Medicare providers.

   f. Interaction of Medicare plans and coverage with CHC.

   g. Information on APPRISE.
h. LTSS information, including an explanation of the LIFE Program and the LTSS available through LIFE and CHC and how the IEB will assist a CHC Participant who has not already been determined eligible for LTSS to apply for LTSS.

i. How to resolve a problem with the CHC-MCO, including information on the CHC Participant's right to file a complaint, grievance and request a DHS Fair Hearing and the assistance available from the selected Applicant in connection with complaints, grievances and fair hearings.

j. Information on the Behavioral Health Services provided through the BH-MCOs, how to access these services and the BH-MCO’s member services hotline number.

k. Information on the MAAC and its Subcommittees.

l. In Packets sent to CHC LTSS Participants, a comparison chart, provided by DHS, which includes specific information on each CHC-MCO by Zone.

m. A confirmation notice that contains the following information:
   i. The name of the CHC-MCO in which the CHC Participant is enrolled.
   ii. The PCP's name and telephone number, if one was selected.
   iii. The effective date of enrollment.
   iv. That the Participant may change his or her CHC-MCO at any time by contacting the selected Applicant.

3. Additional CHC Notices and Documents. The selected Applicant must mail the notices to CHC Participants and LTSS Applicants as described below. The selected Applicant must have and comply with its process to deal with returned mail.

a. Send a re-enrollment notice to CHC Participants who lose eligibility and regain it within six months of ineligibility within five calendar days of receipt of the Daily Eligibility file including those Participants.

b. Send a reminder notice to LTSS Applicants aged 55 and older who have not made a program choice of CHC or LIFE within ten calendar days of the in-person visit by the selected Applicant.

c. Send a reminder notice to LTSS Applicants who have chosen to or are required to enroll in CHC but have not made an advanced plan selection within ten calendar days of the in-person visit by the selected Applicant.

d. Send a notice to CHC Participants whose advanced CHC-MCO selection could not be processed due to DHS’s Dating Rules to inform them that their selection will be processed as a Plan Transfer. The selected Applicant must send the notice within three calendar days of the receipt of the Weekly Enrollment/Disenrollment Reconciliation File from DHS, which identifies the Participants’ plan assignments in CIS.
e. Send a written notice at least annually to all CHC Participants informing them of their right to choose an alternate CHC-MCO or if available, a LIFE Provider if they are eligible to enroll in LIFE at any time.

Describe the materials you will develop and use for CHC Participants and LTSS Applicants, including mailings and how you will develop and use materials that are culturally sensitive, easy to understand, ADA and LEP compliant and written at no higher than a sixth-grade reading level. Provide samples of materials that you have used for similar programs and recommend using for this program. Describe the challenges you anticipate in identifying current addresses for individuals for whom you receive returned mail and strategies you will use to secure appropriate addresses for these individuals.

**Applicant Response**

4. **CHC Participant Enrollments, CHC-MCO and PCP Selections.** The selected Applicant shall manage the enrollment process for CHC Participants as follows:

a. **CHC NFI Dual Eligible Participants.** DHS’s on-line computer process will auto-assign a CHC NFI Dual Eligible Participant to a CHC-MCO when the CAO worker completes the Participant’s eligibility determination. DHS will provide the selected Applicant with a Daily Eligibility file that includes auto-assignment indicators for CHC NFI Dual Eligible Participants.

   i. The selected Applicant must send CHC Post-Enrollment Packets to CHC NFI Dual Eligible Participants included in the Daily Eligibility File as specified in **subsection 2.** The selected Applicant must cross-reference its daily CHC-MCO enrollments to the Daily Eligibility file to verify that all CHC NFI Dual Participants are sent a Packet and must correct all omissions.

   ii. The selected Applicant must respond to and assist CHC NFI Dual Eligible Participants with questions relating to CHC and their CHC-MCO assignment. The selected Applicant must provide Choice Counseling to CHC NFI Dual Eligible Participants who are considering a Plan Transfer and facilitate any Plan Transfers made by those Participants in accordance with **subsection 7.** If requested by a CHC NFI Dual Eligible Participant, the selected Applicant must provide Choice Counseling and assistance in-person within seven calendar days of the request.

   iii. The selected Applicant must store and transmit the CHC-MCO and PCP selections to DHS in the Weekly Enrollment/Disenrollment file, as described in **Part III, Section III-5.B.3.d.**

   iv. The selected Applicant must transfer a CHC NFI Dual Eligible Participant’s file to his or her selected or assigned CHC-MCO within three calendar days of enrollment with the CHC-MCO.

Describe your strategy to comply with these requirements.

**Applicant Response**
b. **CHC-LTSS Participants.** The selected Applicant shall provide Choice Counseling and manage the CHC Enrollment process for LTSS Applicants and Potential LTSS Applicants who are applying for LTSS under CHC, including NF Applicants.

i. The selected Applicant must provide Choice Counseling and Enrollment assistance to these individuals and respond to their questions relating to CHC and LIFE. If the individual chooses or is required to enroll in CHC, the selected Applicant must assist the individual to make an advance plan selection as specified in **subsection 5**.

ii. The selected Applicant must provide Choice Counseling and Enrollment assistance as requested by LTSS Applicants and Potential LTSS Applicants through the IEB Website or in telephone contacts with the IEB Hotline. In addition, the selected Applicant must provide Choice Counseling and CHC Enrollment assistance during an in-person visit with an LTSS Applicant conducted under **Part III, Section III-5.P.9**; during an in-person contact with a NF Applicant to conduct the FED; or within seven calendar days of a request for in-person Choice Counseling or Enrollment assistance from an individual.

iii. If an LTSS Applicant age fifty-five (55) or older, expresses interest in enrolling in LIFE, the selected Applicant shall refer the individual to the LIFE program for a determination of LIFE program eligibility.

iv. The selected Applicant must send CHC Post-Enrollment Packets to all CHC-LTSS Participants included in a Daily Eligibility file as specified in **subsection 2**. The selected Applicant must cross-reference its daily CHC-MCO enrollments to the Daily Eligibility File to verify all CHC-LTSS Participants receive a Packet and must correct any omissions.

v. DHS will provide the selected Applicant with a Weekly Enrollment/Disenrollment Reconciliation File that includes the CHC-MCO and PCP selections for newly eligible CHC-LTSS Participants. The Weekly Enrollment/Disenrollment Reconciliation File will include an auto-assignment indicator for those Participants who have not yet made a CHC-MCO selection or who made a plan selection after the auto-assignment. If a CHC-LTSS Participant, who is auto-assigned to a CHC-MCO, makes a different CHC-MCO selection after his or her auto-assignment is processed in CIS, the selected Applicant must contact the Participant to explain that the Participant may choose to remain in the assigned CHC-MCO or transfer to his or her selected CHC-MCO and the date on which the transfer will become effective.

vi. The selected Applicant must facilitate any Plan Transfers made by CHC-LTSS Participants in accordance with **subsection 7** and transmit the Participants’ selections to DHS in the Weekly Enrollment/Disenrollment File. The selected Applicant must use DHS’s Dating Rules to determine the date that CHC-LTSS Participant will be transferred to a CHC-MCO based upon when the CHC Participant contacts selected Applicant with a transfer request, and the date that the Weekly Enrollment/Disenrollment File is submitted to DHS.

vii. The selected Applicant must transfer a CHC LTSS Participant’s file to his or her selected or assigned CHC-MCO within three calendar days of the individual’s enrollment with the CHC-MCO.
Describe your strategy to comply with these requirements.

**Applicant Response**

5. **CHC-LTSS Participant Advance Plan Selection.** If an LTSS Applicant or a CHC-LTSS Participant chooses to or is required to enroll in CHC, the selected Applicant must provide the individual an opportunity to make an advanced CHC-MCO and PCP selection. The selected Applicant must actively engage LTSS Applicants and CHC-LTSS Participants to enable them to make an informed and timely choice of a CHC-MCO and PCP so that their individual needs and preferences are appropriately addressed.

In performing these advance plan selection functions, the selected Applicant must:

a. Explain the available CHC-MCO options and provide any additional information required to make an informed choice of a CHC-MCO and PCP. The selected Applicant must use the intelligent assignment hierarchy specified in this subsection to assist the individual in making a CHC-MCO selection.

b. Store all CHC-MCO selections and transmit them electronically to DHS in an Advance Plan Selection File.

c. Store all PCP selections and transmit them to the CHC-MCOs in a Daily Pending Enrollment File.

d. Assign a CHC-LTSS Participant who does not make an advanced CHC-MCO selection to a CHC-MCO based on the following intelligent assignment hierarchy starting with the first criterion:

   i. First, NF and corresponding CHC-MCO plan. If the individual is residing in a NF at the time of CHC Enrollment, the individual will be assigned to a plan in which his or her NF is a Network Provider.

   ii. Second, D-SNP and corresponding CHC-MCO plan. If the individual informs the selected Applicant that he or she is enrolled in a D-SNP, the individual will be assigned to the CHC-MCO aligned with his or her D-SNP.

   iii. Third, PH-HC MCO and corresponding CHC-MCO plan. If the individual is transferring from PH-HC, and the PH-HC MCO is also a CHC-MCO, the individual will be enrolled in that CHC-MCO.

   iv. Last, if the individual provides the name of his or her PCP and the PCP is a Network Provider with a CHC-MCO, the Participant will be enrolled in that CHC-MCO.

e. The selected Applicant will not assign a CHC-LTSS Participant to a CHC-MCO if, after providing Choice Counseling, the individual does not make a plan selection and the selected Applicant determines that none of the hierarchy criteria in subsection d applies.

In such instances, the CHC-LTSS Participant will be auto-assigned to a CHC-MCO through CIS.
f. If a CHC-LTSS Participant aged 55 or older expresses interest in enrolling in LIFE, the selected Applicant shall provide application and Enrollment assistance as specified in Part III, Section III-5.P.17.

g. LTSS Applicants may make multiple changes to their advanced CHC-MCO selections prior to their Enrollment in CHC. The advanced plan selection on file with DHS will be assigned to the LTSS Applicant as of the date that the individual’s financial eligibility is processed. If an individual’s advanced CHC-MCO selection is received by DHS after his or her financial eligibility has been processed by the CAO, the selected Applicant will receive an error message on the Advance Plan Selection Results file informing it that a CHC-MCO has been auto-assigned. The selected Applicant shall notify the individual that his or her CHC-MCO selection will be managed as a Plan Transfer according to DHS Dating Rules. After enrollment, CHC-LTSS Participants may change CHC-MCOs at any time.

Describe how you propose to achieve the advance plan selection performance level specified in Part III, Section III-8 for LTSS Applicants and CHC-LTSS Participants who choose or are required to enroll in CHC. Specify the process you will use to contact these individuals and the number of times you will attempt to make contact to provide them the opportunity to make an advance CHC-MCO and PCP selection. Describe how you will use the intelligent assignment hierarchy in subsection d to advise and inform CHC LTSS Participants in selecting a CHC-MCO.

Applicant Response

6. Referrals for CHC-LTSS.

a. CHC to CHC-LTSS. A CHC-MCO will refer CHC NFI Dual Eligible Participants with identified LTSS needs to the selected Applicant. The selected Applicant must provide application assistance and manage the Enrollment process as necessary to enroll these Participants into CHC-LTSS or an available LIFE program as specified in Part III, Section III-5.P. The referred Participants will remain as CHC NFI Dual Eligible Participants until their eligibility for LTSS has been determined.

b. PH-HC to CHC-LTSS. PH-HC MCO members who are eligible for LTSS may be enrolled in CHC-LTSS or an available LIFE program. A PH-HC MCO will refer the member to the selected Applicant who must provide LTSS Application assistance and manage the Enrollment of these members into CHC-LTSS as specified in Part III, Section III-5.P. PH-HC members will remain in Health Choices until their eligibility for LTSS has been determined.

Describe how you will coordinate and cooperate with CHC-MCOs and PH-HC MCOs on referrals of Potential LTSS Applicants and CHC Participants.

Applicant Response

7. Plan and Program Transfers. A CHC Participant may change his or her CHC-MCO at any time or, in the case of a CHC-LTSS Participant who is age 55 or older, transfer to an available LIFE Provider at any time. The selected Applicant must receive transfer requests through the IEB Website, or by email, text message, fax, mail or telephone call.
The selected Applicant must assist CHC Participants who wish to change their CHC-MCO or to enroll in LIFE, if available. The selected Applicant must ask the CHC Participants the reason for transfer and, if the CHC Participants are not Dual Eligible, discuss the option to select a new PCP as an alternative to transferring, if the Participant chooses. If the CHC Participants are Dual Eligibles, the selected Applicant must inform them that they may keep their Medicare PCP and other Medicare providers if they transfer to a different CHC-MCO.

If a CHC Participant decides to transfer, the selected Applicant must:

a. Assist the CHC Participant with transferring from one CHC-MCO to another CHC-MCO in the Zone in which the CHC Participant resides or, in the case of a CHC-LTSS Participant aged 55 or older who is transferring to the LIFE program, refer the individual to his or her selected LIFE Provider for a program eligibility determination.

b. Assist the CHC Participant, as necessary, with selecting a Network PCP for the new CHC-MCO.

c. Document the reasons for the CHC Participant’s transfer with the applicable reason code as defined by DHS on the weekly file.

d. Inform the CHC Participant of the effective date of enrollment in the new CHC-MCO based on DHS’s Dating Rules.

e. Store and transmit the Plan or Program Transfer to DHS in the Weekly Enrollment/Disenrollment File.

The selected Applicant must implement all Plan and Program Transfers according to DHS’s Dating Rules. Table 1 contains DHS’s current Dating Rules Logic.
DATING RULES

<table>
<thead>
<tr>
<th>NFI DUAL PARTICIPANTS</th>
<th>Participants determined eligible between 1st and 15th of the month will be enrolled effective the 1st day of the following month.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Participants determined eligible between the 16th and the last day of the month will be enrolled effective the 1st day of the second month.</td>
</tr>
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<table>
<thead>
<tr>
<th>CHC-MCO PLAN TRANSFERS</th>
<th>Transfers requested between the between 1st and 15th of the month will be enrolled effective the 1st day of the following month.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Transfers requested between the 16th and the last day of the month will be enrolled effective the 1st day of the second month.</td>
</tr>
</tbody>
</table>

| CHC-LTSS APPLICANTS   | Applicants determined eligible for CHC-LTSS will be enrolled on the day following the eligibility determination date. |

Table 1, Dating Rules Logic

Describe how you will accept and manage Program and Plan Transfer requests. Describe how you will incorporate DHS’s online auto-assign and batch plan transfer Dating Rules logic into your Enrollment/disenrollment and PCP selection and changes processes.

Applicant Response

8. Automatic Reassignment Following Resumption of Eligibility. DHS will automatically re-enroll a CHC Participant who loses MA eligibility and regains it within six months into his or her previous CHC-MCO and with his or her previous PCP, as long as the CHC Participant's eligibility status and geographical residence is still valid. The selected Applicant must identify these re-enrolled CHC Participants.

The selected Applicant will not complete a CHC-MCO selection or PCP selection for these re-enrolled CHC Participants. The selected Applicant shall send the notice described in subsection 3.a to inform these CHC Participants that DHS has automatically reenrolled them with their previous CHC-MCO and PCP and that they may initiate a CHC-MCO change.

If a re-enrolled CHC Participant contacts the selected Applicant after receiving the notice, the selected Applicant must inform the individual that he or she has been automatically re-enrolled in his or her previous CHC-MCO. If the CHC Participant requests a Plan Transfer or a different PCP, the selected Applicant shall assist the CHC Participant with the Plan Transfer as specified in subsection 7.

Describe the process you will use to identify CHC Participants who lose eligibility and are re-enrolled in CHC within six months.
9. **Monthly Spend Down.** DHS will enroll a CHC Participant who is determined eligible for Monthly Spend Down with an eligibility end date for each month. DHS will enroll the CHC Participant into the same CHC-MCO and assign the same PCP as long as the CHC Participant's geographical residence is unchanged.

The selected Applicant must identify CHC Participants who are eligible for Monthly Spend Down based on their Program Status Code in the Daily Eligibility file. The selected Applicant shall provide these CHC Participants with CHC post-enrollment packets only when they are initially determined eligible and enrolled in CHC and not with each new monthly enrollment. If the CHC Participant who is eligible for Monthly Spend Down chooses to transfer plans, the selected Applicant shall process the Participant’s new choice in accordance with instructions provided by DHS.

Describe the process you will use to identify CHC Participants are eligible for Monthly Spend Down and your strategy to comply with these requirements.

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**S. Additional BSS Services and Other Tracking and Reporting Processes.**

1. **Additional BSS Services.** The selected Applicant shall provide the following additional BSS services:

   a. **Participant Point of Contact.** The selected Applicant shall serve as a point of contact for Participants to ask questions, raise issues, make complaints, or share concerns about their OLTL Program, Enrollment, and access to covered services by:

      i. Using a person-centered approach to assist Participants to resolve complaints, concerns, and issues about access to benefits and services.

      ii. Discussing complaints with the Participant or representative to:

         (I) Determine the Participant’s perspective;

         (II) Request informed consent to investigate the complaint;

         (III) Determine the Participant’s wishes with respect to resolution of the complaint or issue, including:

            - Working with the Participant to develop a plan of action for resolution;
            - Facilitating communication between the Participant and his or her OLTL Program;
            - Working with other BSS entities to resolve the issue or complaint;
            - Determining whether the complaint or issue is resolved to the Participant’s satisfaction; and
            - Reducing the need for a fair hearing through the provision of BSS services.
Describe your strategy to comply with these requirements.

**Applicant Response**

b. **Participant Education.** The selected Applicant shall provide education and assistance to Participants on the following:

i. Successfully resolving conflicts with their OLTL Program, including providing support to the Participant when a disagreement between the Participant and his or her service coordinator or OLTL Program exists.

ii. Enrollment and managed care program materials provided to the Participant by the selected Applicant, CHC-MCO, LIFE program or DHS.

iii. Participants’ rights and responsibilities in managed care.

iv. Person-centered problem solving to provide Participants and families with the knowledge and tools they need to advocate for themselves.

v. Benefits and access to services.

vi. Additional resources available to a Participant.

Describe your strategy to comply with these requirements.

**Applicant Response**

c. **Assistance with CHC-MCO Complaint, Grievance and Fair Hearing Processes.** The selected Applicant shall help CHC Participants understand and navigate the complaint, grievance and fair hearing processes, including referrals to legal representation and other supportive resources outside of the CHC-MCO by:

i. Serving as a resource to Participants in navigating the complaint, grievance, and fair hearing processes; and

ii. Assisting the Participant understand timeframes associated with the complaints, grievances, and fair hearings.

The selected Applicant may not provide legal representation to CHC Participants for complaint and grievance reviews and for state fair hearings. The selected Applicant must refer the LTSS Applicants to PLAN or a local legal service provider for legal representation and assistance.

Describe your strategy to comply with these requirements.

**Applicant Response**

d. **Staffing Requirements.** In performing the BSS services specified in subsections 1.a.-c., the selected Applicant must be staffed adequately to meet with any Participant who requests BSS services in person within seven calendar days of the Participant’s request.
Describe your strategy to comply with these requirements.

**Applicant Response**

2. **BSS Materials.** The selected Applicant must develop, market and distribute materials that include information on the BSS. Upon Department approval, these materials will be included in Participant materials distributed by the CHC-MCOs, LIFE Providers and the Commonwealth.

Describe your strategy to comply with these requirements. Provide a sample of the materials you will develop to inform Participants about the BSS.

**Applicant Response**

3. **Participant Contact Tracking and Reporting Process.** The selected Applicant shall establish and maintain a process supported by adequate technology to track Participant contacts with the selected Applicant that enables the selected Applicant to:

   a. Collect and analyze data about Participant-level complaints and issues within and across Programs and Zones to understand the common experiences of Participants in accessing care and services and identify any associated trends and patterns to help improve delivery of services;

   b. Report on all Participant-level engagement in a format specified by OLTL, including, the following information:

      i. Participant demographics;

      ii. Number of Participant contacts by type of contact (electronic, in-person, phone and mail) and Zone and for phone contacts, total call volume and length of calls);

      iii. Nature and subject of contacts (i.e., education, complaint or concern, Enrollment, Person-Centered Planning, or services), including percentage by Zone;

      iv. Number of Participants requesting an in-person contact and the number who received that contact within seven calendar days.

      v. Referrals to other entities as necessary and appropriate, including percentage by Zone;

      vi. Resolution of contact, including follow-up to verify whether Participants referred to other entities had their issue resolved to their satisfaction, including percentage by Zone; and

      vii. Such other information as may be specified by OLTL.

Describe your strategy to comply with these requirements.

**Applicant Response**

4. **IEB Complaint Tracking and Reporting Process.**
a. The selected Applicant must document and track IEB-related complaints received by the selected Applicant. The selected Applicant must submit complaint information to DHS in a weekly report as specified in Part III, Section III-7.D.

b. If an IEB Customer or other individual contacts the selected Applicant to complain about an IEB-related issue, the selected Applicant must make every effort to respond to the complaint and address the individual’s concerns on the same day that the complaint is received. The IEB staff assigned to handle and respond to the complaint must ask the individual if he or she is satisfied with the information given. If the individual is not satisfied, the staff must refer the individual to a manager or lead staff for follow-up and resolution.

c. The selected Applicant must prioritize and respond to complaints received from DHS and to legislative inquiries within one Business Day.

d. The selected Applicant must develop, implement and maintain an IEB complaint tracking system to collect and store the following information for each IEB-related complaint:

i. Date the complaint was received;

ii. Complainant name and relationship to IEB Customer;

iii. Zone in which the Complainant is located;

iv. Name of staff receiving and assigned to respond to complaint;

v. A description of the complaint;

vi. Documentation of any referrals to managers or lead staff;

vii. Date the complaint was resolved;

viii. A description of the resolution of the complaint; and

ix. A description of the Complainant’s response to the resolution, including whether or not the Complainant was satisfied with the resolution.

Describe the process you will use to manage and resolve IEB-related Complaints, including how Complaints will be assigned within your organization for investigation and resolution.

Applicant Response

5. Monthly Feedback and Quarterly Satisfaction Survey. The selected Applicant shall solicit input and feedback from Participants and other IEB Customers and stakeholders about the selected Applicant and the OLTL Programs by:

a. Providing an opportunity to provide regular feedback on their experiences with selected Applicant and his or her OLTL Program and reporting to the Department on a monthly basis on the feedback.

b. Soliciting participation in a quarterly satisfaction survey approved by the Department, which at a minimum allows IEB Customers to provide feedback on their overall experience with the selected Applicant, the LTSS Application and Enrollment process, their OLTL Program.
The selected Applicant must report the results from the surveys to the Department on a quarterly basis using a Department-approved sampling methodology.

Describe how you will provide Participants and other IEB Customers and stakeholders an opportunity to provide regular feedback on their experience. Provide a sample of the monthly report you will use to report that feedback to the Department. Provide a sample of the quarterly satisfaction survey you will use to obtain input and feedback. Explain how you will encourage and use comments and input to adopt quality improvements to your Project.

**Applicant Response**

T. Turnover. Turnover is defined as those activities that the selected Applicant must perform at the expiration or termination of the agreement to transition service delivery to a successor Grantee or to Commonwealth resources. During the turnover period, the selected Applicant shall work cooperatively with any successor(s) and DHS.

1. Turnover Requirements. The selected Applicant must plan and manage the turnover in an orderly fashion so no disruption of services occurs. The selected Applicant must:
   
   a. Provide a Turnover Plan six months prior to the end of the Grant term or within 30 calendar days after notification of termination.
   
   b. Implement the approved Turnover Plan three months prior to the end of the Grant term or the date specified by DHS after notification of termination.
   
   c. Maintain service delivery staffing levels during the turnover period.
   
   d. Not restrict or prevent the selected Applicant’s staff from accepting employment or positions with DHS or with any successor. DHS will work with the selected Applicant on the timing of any transition of its staff.
   
   e. Provide to DHS or any successor, within 15 calendar days of the request, all updated scripts and other documentation and records required by DHS.
   
   f. Respond to all Department requests regarding turnover information within three Business Days or within such other time period as specified by the Department.
   
   g. Work closely with DHS to complete the turnover of responsibilities and the necessary knowledge transfer by the end of the agreement term.
   
   h. Execute the approved Turnover Plan in cooperation with the successor’s Implementation Plan, if any.

2. Turnover Plan. The turnover plan must include, at a minimum:

   a. A description of staffing resources including skill sets and experience required to support a successful turnover. Identify a manager to manage and coordinate all turnover activities.
   
   b. A turnover organizational chart.
c. An outline of key points and considerations, turnover success criteria, and the major tasks and subtasks necessary for a successful turnover with minimal impact to operations.

d. A plan and implementation schedule for sharing and transitioning responsibilities and operational support information to DHS or a successor. Prior to the end of the turnover period, the responsibilities of the selected Applicant will be shared by the selected Applicant’s staff and the successor staff during regular hours in accordance with a Roles and Responsibilities document drafted by selected Applicant and approved by DHS.

The selected Applicant must negotiate in good faith with a successor to coordinate the responsibilities or shall provide space at the selected Applicant’s then current business address, including access to necessary equipment, records, and information.

e. An explanation of how the selected Applicant will manage the turnover plan, accurately assess progress, and mitigate variances for a successful turnover.

f. Description of how the selected Applicant will transfer all relevant data, materials, documentation, and other pertinent information to DHS or its designee in accordance with section 3.

g. Provisions for the transfer of correspondence, documentation of outstanding issues, and other service delivery support documentation, except that the selected Applicant may withhold and information regarding (i) the Personally Identifiable Information of selected Applicant’s employees or agents, (ii) the selected Applicant’s employment records, (iii) the selected Applicant’s confidential corporate financial information, and (iv) any information that is subject to a confidentiality obligation to a third party. Confidential information and material do not include communications the contents of which are related to performance of the grant services.

h. Provisions for the transfer of the Toll-Free Telephone Number, URLs and email address and PO Box.

3. Turnover Receivables. The selected Applicant shall provide all turnover receivables to DHS, including instructions on total Project processes, all finished and unfinished documents, data, software, studies, reports, and other materials prepared under the Grant other than those materials confidential to the selected Applicant. The selected Applicant shall package and label receivables by content and divide them into history, which includes materials more than six months old, materials less than six months old, and work in process. The selected Applicant shall send receivables to DHS or a designated third party as specified by DHS. The turnover receivables shall include:

a. Communication/Outreach.

   i. Outline of accomplishments in the communication area.

   ii. Comprehensive file of Enrollment efforts related to the IEB application and Enrollment process including news releases, packets, MA Beneficiary brochures in English and other languages, timetables, mailings, and mailing lists.
iii. Comprehensive files of official communications sent to groups and mailings.

iv. Literature developed over the term of the Grant and works in progress showing timetables and mailings for both, including:
   - Previously issued and in progress newsletters, and artworks.
   - IEB Customer brochures.
   - LTSS Application packets, notices and scripts.
   - CHC post-enrollment packets, notices and scripts.

v. Outstanding projects and logistical information.

b. Administration.
   i. Files of inquiries, complaints and resolutions.
   ii. All stored literature including background information.
   iii. Copies of completed financial audits.

c. Materials and Turnover Training. The selected Applicant shall provide Department, other designated third parties or both with training materials, process-flow documents and other non-proprietary materials required to facilitate turnover. The selected Applicant shall train Department staff and other designated third parties on current processes, program status, and problem areas, including:
   i. Enrollment/Disenrollment/Plan Transfer policies and procedures.
   ii. Telephone systems use and how it works and pros and cons of the particular system.
   iii. Information systems including databases and how they relate, how reports are generated; creation of data; and
   iv. Transfer of all data files used in the IEB, in a readable format.

4. Turnover Results Reports. Following turnover of service delivery, the selected Applicant must provide DHS with a Turnover Results Report documenting the completion and outcomes of each step of the approved Turnover Plan. Turnover will not be considered complete and final payment will not be made until the Turnover Results Report is received and approved by DHS.

5. Financial Responsibility during Turnover. The selected Applicant shall be financially responsible for maintaining operations and systems during Turnover. All costs relating to the transfer of materials and responsibilities will be paid by selected Applicant. Disputes between the selected Applicant and the successor grantee will be resolved by DHS.

a. If not selected to continue providing services, the selected Applicant shall continue to handle any pending LTSS Applications in process for a three-month transition period at the end of the agreement term, as specified by DHS.

b. For this three-month transition period, the selected Applicant shall extend its then current monthly billing rate for IEB operations pro-rated to reflect the percentage of IEB population for which selected Applicant continues to provide services.

c. The selected Applicant is not responsible for any new LTSS Applications, Participant Enrollments, or any CHC-MCO Plan Transfers initiated on or after the start of the transition period.

The selected Applicant shall transition all LTSS Applications, Participant Enrollments or CHC MCO Plan Transfers in process as of end of the transition period to the successor grantee with all accompanying materials.

III-6. Requirements.

A. General Laws and Regulations.

1. The selected Applicant must comply with all applicable federal and state laws, regulations, rules, policies and standards, as may be modified during the term of agreement, including Commonwealth, and DHS mandates and standards, for required hardware, software and development components. In addition, the selected Applicant must have a working knowledge of and comply with all federal, Commonwealth, and DHS mandates, regulations, standards, and requirements that apply to the agreement resulting from this RFA, including operational compliance with any applicable legislation passed at the federal level throughout the term of the agreement. Applicable laws include: Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq. and 2000e et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), HIPAA, Pub.L. No. 104-191, 110 Stat.1936 (1996), HIPAA, the Health Information Technology for Economic and Clinical Health Act, and the HIPAA Privacy Rule and the HIPAA Security Rule, 45 CFR. Parts 160, 162 and 164 (HIPAA Regulations); the Federal Information Security Management Modernization Act of 2014; IRS Publication 1075; and the Pennsylvania Human Relations Act of 1955 (43 P.S. §§ 951 et seq.), as amended.

2. The selected Applicant and its subgrantees and subcontractors must also comply with all other federal and state laws and regulations that govern the MA Program including: Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w and all accompanying regulations; and the Pennsylvania Human Services Code, Act of June 13, 1967, P.L. 31, No. 21, as amended (62 P.S. §§ 101 et seq.), and all accompanying regulations. Additionally, the selected Applicant must comply with the following federal standards:

a. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
b. 42 CFR Part 431 Subpart F – Safeguarding Information on Applicants and Recipients;

c. 42 CFR § 434.6 General requirements for all contracts and subcontracts;

d. 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards;

e. 45 CFR Part 92 - Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, Or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Health Programs or Activities Administered by DHHS or Entities Established Under Title I of the Patient Protection and Affordable Care Act; and


If amendments, revisions, or additions to applicable requirements of state and federal laws, regulations, guidelines, or policies including ITPs occur after the Effective Date of the agreement, the selected Applicant and DHS will meet to determine the impact of such changes, if any, on the Project. The selected Applicant shall investigate the impact of any changes on the agreement and its requirements and price. If DHS and the selected Applicant agree on the results of the investigation and any necessary modifications to the agreement, the agreement will be modified to take into account the agreed upon changes and the change will be implemented. If the change is within the scope of the agreement and does not require modification of its provisions, DHS will issue a change order in accordance with Standard Terms and Conditions (Part VII). If the change is within the scope of the agreement but requires modification of the agreement, DHS and the selected Applicant will execute a written amendment.

**Applicant Response**

B. **Customer Service Transformation.** The Commonwealth is committed to improving digital interactions with citizens as well as individuals and entities that conduct business with or on behalf of the Commonwealth (“Business Partners”). Customer Service Transformation was launched to help the Commonwealth achieve this objective and is based on the following six design principles:

1. A single online destination for services;
2. Secure access to services through a single login;
3. Consistent and user-friendly online experience across all services;
4. A consolidated and streamlined digital footprint;
5. Continuous improvement through customer feedback; and
6. A single phone number to direct citizens or Business Partners to the services they are seeking.
The selected Applicant shall align its performance and deliverables with these principles.

**Design Principles and Requirements:**

1. **Keystone Login provides:**

   a. A single online destination for services that enables citizens and Business Partners to locate services and conduct business in the Commonwealth, even if they do not know which agency to contact. Citizens and Business Partners can still navigate directly to services on agency websites, if they wish.

   The selected Applicant must be able to integrate with the single online destination, starting with PA.GOV. The selected Applicant shall be able to receive and validate the credentials of a citizen or Business Partners that were previously authenticated from an active session.

   b. Secure access to services through a single login: The Commonwealth implemented a single login system known as Keystone Login. The purpose of Keystone Login is to provide a consistent and secure approach to account administration. The Keystone Login offers citizens and, in the future, Business Partners, a single online point of access to services offered by multiple Commonwealth agencies or other Business Partners. By using Keystone Login, any citizen or Business Partner can work with any Commonwealth agency or other Business Partner through the Commonwealth’s external facing applications using a single login credential.

   The consistent and modern authentication standards available through Keystone Login will increase convenience for citizens and Business Partners by simplifying account management and eliminating the need to remember multiple usernames and passwords, while also strengthening the Commonwealth’s security posture. In addition, Keystone Login provides the ability for a citizen or Business Partner to create a single profile managed by Keystone Login.

   The selected Applicant shall register with and utilize the Commonwealth’s Keystone Login.

   Applications that utilize Keystone Login can leverage authentication methods through one of the following approaches: (1) via a series of Application Programming Interfaces, or (2) as a redirect to the Keystone Login Portal. A detailed Developer Integration Guide will be provided to the selected Applicant; however, to aid in determining the level of effort, a summary version of the Developer Integration Guide and the Keystone Login Branding Guidelines are available at the following location: http://keystonelogindevelopers.pa.gov.

   Applicants should review the summary version of the Developer Integration Guide and the Keystone Login Branding Guidelines to gain an understanding of the mandatory Application Programming Interfaces and services to be made available to citizens and Business Partners.

   Applicants should acknowledge that they will utilize the Keystone Login for citizens. If an Applicant requires any additional information to verify the identification of citizens through the authentication process provided by Keystone Login, the Applicant must identify the additional required information in its Technical Submittal. Additionally, the Applicant must commit to utilizing the Keystone Login for Business Partners when required by the Commonwealth. The timeframe for implementation of the Keystone Login to Business
Partners will be mutually agreed upon by the selected Applicant and the Commonwealth and will be documented through the contract change order process.

c. If the selected Applicant is responsible for helpdesk calls from application users, the selected Applicant shall provide first contact (Tier 1) Helpdesk support for the Keystone Login. Keystone Login provides an internal administrative dashboard designed to provide Helpdesk information to aid a caller with several Tier 1 level tasks. This is a secure internal administration site; hence, the selected Applicant will need a COPA account, along with Virtual Private Network to access this site and be provided access by the Commonwealth. The dashboard provides the following information:

Exception Logs: A log of all the errors that occur in the Keystone Login site, calls to Keystone Login APIs, and the Admin site. The list can be searched and filtered by different parameters (User Name, Email Address, Start Date, End Date, Agency, or Application). Returns: ID, Log Date, User Name, User Email, Application Code, Message, Method, File Path, Line Number and Stack Trace.

User Logs: A log of all user activity. The list can be searched and filtered by different parameters (User Name, Email Address, Start Date, End Date, Agency, or Application). Returns: ID, Log Date, User Name, User Email, Application Code, User Event Type and Message.

Search: Used for searching users in Commonwealth domains. Search also provides the ability to edit Keystone Login accounts, unlock accounts when locked, change or reset passwords. User Search: Username, Email address, first name, last name, phone or domain. Returns: Name, User Name, Domain with buttons to see Details, User Logs, Exception Logs, Reset Password, Change Password, Edit, or Social Logins.

2. A consistent and user-friendly online experience across all services:

A common look and feel increases trust by enabling citizens and Business Partners to easily recognize official services provided by the Commonwealth and provides access to online services and information to all citizens and Business Partners, regardless of ability.

The selected Applicant shall comply with the Commonwealth’s web site and mobile application design standards, including ITPs SFT002 – Commonwealth of PA Website Standards, NET005 - Commonwealth External and Internal Domain Name Services (DNS), and SFT009 – Application Development and RFA requirements specified in Part III, Section III-5.K

The selected Applicant must acknowledge and demonstrate compliance to relevant federal, state and local laws, regulations, rules and legislation, including:

- Title III of the ADA, which prohibits discrimination on the basis of disability;
- Section 508 Amendment to the Rehabilitation Act of 1973, which requires all Federal agencies' electronic and information technology to be accessible to those with disabilities; and
- Section 504 of the Rehabilitation Act, which prohibits discrimination on the basis of disability for entities receiving federal funds.
In addition, Applicants must acknowledge compliance with the Web Content Accessibility Guidelines (WCAG) 2.0, which are industry standards. The selected Applicant must provide quarterly reports that demonstrate compliance with WCAG. Refer to the Commonwealth Information Technology Policy (ITP) ACC001 – Information Technology Accessibility Policy for additional information.

3. A consolidated and streamlined digital footprint: The selected Applicants must use the PA.GOV domain for the IEB Website. By using PA.GOV, citizens and Business Partners will know that they are utilizing official services from the Commonwealth.

4. Continuous improvement through customer feedback:

The Commonwealth will be collecting feedback from our citizen and Business Partners regarding the Customer Service Transformation. The Commonwealth may use the feedback to identify new opportunities to improve and innovate services.

The selected Applicant shall collect satisfaction and feedback related data from citizens and Business Partners. This data is owned by the Commonwealth and cannot be used by the Applicant without written consent of the Commonwealth.

5. A single phone number to direct citizens to the services they are seeking:

The Commonwealth intends to make it easier for citizens and Business Partners to find the services they are seeking by calling a single Commonwealth phone number. Citizens and Business Partners may still contact agencies directly through existing call centers and phone numbers, if they wish.

The selected Applicant shall collaborate with this initiative where appropriate.

Describe your strategy to incorporate the Customer Service Transformation design principles and requirements in the operation of your Project.

**Applicant Response**

C. **Document Security.** The nature of this Project requires the handling of confidential and sensitive information. The selected Applicant must establish a process to provide for the protection and confidentiality of all results, records, and other related information. Describe the process you will use to meet the following requirements:

1. Confidential and sensitive information may need to be transferred from other agencies or shared with the Commonwealth during the term of the agreement and turned over to a successor or Commonwealth staff at the conclusion of the agreement. The selected Applicant must follow Commonwealth procedures for information handling and sharing.

2. The selected Applicant must demonstrate an understanding of and comply with applicable federal and state laws, regulations, and rules regarding the security and confidentiality of information pertaining to the Project.
3. All individuals with access to confidential or sensitive information, including subcontractors and subgrantees, must sign a confidentiality agreement. Personnel policies must address disciplinary procedures relevant to violation of the signed confidentiality agreement.

4. The selected Applicant must implement and maintain measures to prevent unauthorized access, copying and distribution of information during work on the Project.

5. The selected Applicant must properly dispose (i.e. shred, surrender) of both hard and electronic working copies of such sensitive information during work on this Project, as well as any remaining information upon the completion of the Project.

Describe your plan to comply with all applicable confidentiality and document security requirements.

**Applicant Response**

D. Remote Access. The selected Applicant must comply with the access requirements for the networks and systems in the Commonwealth’s Virtual Private Network access guidelines for work performed by the selected Applicant’s enrollment case managers and any other staff of the selected Applicant who work on the Project remotely. The selected Applicant must have and require a secure email connection with the Commonwealth when utilizing DHS’s mail system for the secure transmission of data to and from DHS. The selected Applicant must utilize the Commonwealth’s Virtual Private Network client software and meet the requirements for remote access.

Describe your approach to meeting the remote access requirements.

**Applicant Response**

E. Security. The selected Applicant must comply with the Commonwealth ITPs and DHS Business and Technical Standards identified in Part I, Section I-28 of this RFP. The ITPs comprise security standards, regulations, and mandates from federal, Commonwealth, and industry that govern the design of health care technology and, more generally, information technology. The nature of the information being exchanged and stored by DHS requires the utmost degree of diligence and compliance with security practices.

Describe your approach for meeting and maintaining security standards as required by the Commonwealth.

**Applicant Response**

F. HIPAA Requirements and Security Breaches. The selected Applicant must operate in compliance with all applicable HIPAA requirements, including the HIPAA Regulations, and the provisions in Part VII, Standard Terms and Conditions applicable to PHI. The selected Applicant shall comply with the confidentiality requirements applicable to applicants and recipients of public assistance, including 55 Pa. Code Chapter 105. The selected Applicant shall train all personnel in HIPAA requirements and require a signed confidentiality agreement prior to access to Protected Health Information and Personally Identifiable Information.
A security breach is an unauthorized access to data, that may include access to Provider or MA Beneficiary information, or a loss of media where Provider or MA Beneficiary information may be stored such as a workstation, server, laptop, mobile devices, USB drives, or paper files. As soon as a potential HIPAA violation or security breach is identified, the selected Applicant must complete and submit a Security Incident Report to the DHS Grant Administrator or designee and the OA-OIT Health and Human Services Delivery Center Chief Security Officer. The selected Applicant must report the following (at a minimum):

1. Date and time of incident.
2. Date and time incident was discovered.
3. Name and position of person who discovered incident.
4. How incident was discovered.
5. Description of incident and data involved, to include specific data elements (if known).
6. Potential number of data records involved—if unknown, provide a range.
7. Location of incident.
8. IT involved—desktop, laptop, email, server, mainframe, etc.

The DHS Grant Administrator or designee will make reports to Commonwealth and Federal authorities, as applicable.

Describe your plan to comply with all applicable confidentiality and security requirements, including your approach to prevent and address significant data breaches. Detail any examples of past data breaches within your organization, how you addressed them and the measures you put in place to mitigate the risk of similar breaches occurring in the future.

**Applicant Response**

**G. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential agreements that provide critical services to program beneficiaries have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of preparedness:
   a. Employee training, including your training plan and how frequently your plan will be shared with employees.
b. Identified essential business functions and key employees within your organization necessary to carry them out.

c. Contingency plans for:

i Handling staffing issues when a portion of key employees are incapacitated.

ii How employees will carry out the essential functions if prevented from coming to the primary workplace.

d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers).

e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Describe your plan to maintain operation in the event of an emergency.

**Applicant Response**

**H. Disaster Recovery.** The selected Applicant must develop, document, and submit a DR plan for approval by DHS that integrates the Commonwealth’s enterprise DR standards and timing objectives for electronic records, equipment, and files relating to DHS support for the Project.

The DR plan must include at a minimum:

1. A procedure to return to limited (25%) operations within 24 hours of the DR event.

2. The ability to return to full operation within three Business Days of the DR event.

3. A plan to confirm that the post-disaster software version is the same as before the DR event.

4. A procedure to confirm that pre-disaster data is not lost or corrupted.

5. Upon the installation of any software (new or upgraded), a complete backup copy of the software must be made.

6. The storage of resultant backups at an external, secure site. The selected Applicant must identify the location of the external, secure site(s); and backups must be cycled on a weekly basis.

7. Design of servers to employ a method of redundancy for operational integrity and production.

8. Connection to an Uninterrupted Power Supply system, which will condition incoming power to the server and provide sufficient processing time for the server to be correctly shutdown in the event of a power failure.

9. In the event of damage of a sufficient magnitude to the selected Applicant’s primary operational site, an alternate company location at least 50 miles away, must be modifiable to accommodate the system.
10. A description of the chain-of-communication and chain-of-command, by level, in preparation for systems or power failures.

11. A Business Continuity Plan to mitigate complete disruption of services (to maintain business operations via a semi-automated or manual mode) until systems have been restored to normal operating capacities.

The selected Applicant must deliver the DR Plan within 60 calendar days after the effective date of the agreement and must update the Plan annually.

Applicants must describe how, by whom, and how often the DR plan will be tested. Applicant must describe how the DR test plans support compliance with the required MIS availability as described in Part III, Section III-5.B. Applicants must also describe their approach to backing up the infrastructure to provide for continuity of operations.

**Applicant Response**

I. **Record and Report Retention, Retrieval, and Transfer.** The selected Applicant must create and maintain a record and report retention plan and policies that, at a minimum, comply with the requirements of federal and state law and the **Standard Terms and Conditions in Part VII.** The selected Applicant must provide a copy of its record retention plan and policies to DHS for approval during the Readiness Review Period and upon request of DHS.

At a minimum, the record retention and report plan and policies must provide that:

1. The selected Applicant shall maintain books, records, and other compilations of data and information pertaining to the performance of the grant agreement.

2. The selected Applicant shall preserve all books, records, and documents related to this grant for a period of time that is five years from the grant expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If the grant is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement. If any litigation, claim, audit, or other action involving the records is commenced, the selected Applicant shall retain the books, records and documents until the final disposition of such litigation, claim audit or other action, or until the end of the applicable retention period, whichever is later.

3. All or part of any record or report must be retrievable within five calendar days of request by DHS or an oversight agency.

4. The selected Applicant shall have a retention system that is outlined and organized by year and in such a way that it can be transferred to DHS or a subsequent grantee without the need to manually re-enter information.

**Applicant Response**
J. **Staff Clearances.** The selected Applicant must arrange for, at its own expense, criminal background checks from the Pennsylvania State Police, and the Federal Bureau of Investigation Criminal History and child abuse clearances from the Department and obtain written results for all staff that perform work related to this RFA prior to providing services. Criminal background checks are conducted via the Criminal History Request Online found at the Pennsylvania State Police website, under PSP Services, [http://www.psp.state.pa.us](http://www.psp.state.pa.us) and the Pennsylvania Child Abuse History Clearance can be submitted and paid for online through the **Child Welfare Information Solution** ("CWIS") self-service portal.

**Applicant Response**

K. **Required Identification.** The selected Applicant shall require its employees and its subcontractors and subgrantees and their employees to wear identification badges when interacting in person with IEB Customers. The identification badges must include the employee's name and the selected Applicant’s name.

**Applicant Response**

L. **Fraud and Abuse.** The selected Applicant must establish and maintain written policies and procedures for the detection and prevention of Fraud and Abuse by the selected Applicant or the selected Applicant's employees, subgrantees or subcontractors.

1. The selected Applicant must create written compliance policies designed to educate employees, contractors and agents about false claims, false statements and whistleblower protections under applicable federal and state Fraud laws.

2. The selected Applicant must cooperate fully with oversight agencies responsible for Fraud and Abuse detection and prosecution activities, such as the Department's Bureau of Program Integrity, the Governor's Office of the Budget, the Office of the Attorney General, the State Office of Inspector General, CMS, the United States Department of Health and Human Services Office of Inspector General, and the United States Justice Department. Internal enforcement policies and procedures adopted by the selected Applicant will be subject to Department review.

3. The selected Applicant must refer information of suspected or confirmed Fraud or Abuse to relevant oversight agencies. DHS will issue standardized referral processes so that information can be expedited for appropriate disposition.

4. The selected Applicant must require, as a written provision in all subgrants and subcontracts that the subgrantee or subcontractor recognize that payments made to the subgrantee or subcontractor are derived from federal and state funds.

5. The selected Applicant must require, as a written provision in all subgrants and subcontracts for services rendered to MA Beneficiaries, that the subgrantee or subcontractor may be held civilly or criminally liable for misrepresentations or Fraud or Abuse in connection with services provided under the grant.
6. The selected Applicant must notify all subgrantees and subcontractors of the prohibition and sanctions for the submission of false claims and statements.

The Department may impose sanctions in cases where there is suspected Fraud or Abuse by the selected Applicant, including its corporate officers, employees, subgrantees or subcontractors.

**Applicant Response**

M. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit applications in response to this RFA must sign the Lobbying Certification Form, attached as Appendix G, and if applicable, complete the Disclosure of Lobbying Activities Form.

**Applicant Response**

III-7. Reports and Project Control. The selected Applicant must establish and maintain a reporting system to compile and submit Pennsylvania-specific operational, financial and systematic reports, samples, and documentation as specified in this RFA. The reporting system must be flexible enough to allow for ad hoc reporting.

The selected Applicant must submit all specified reports electronically in currently supported versions of Microsoft Word or Microsoft Excel as designated by DHS and at the intervals and in the format specified in this Section or as otherwise specified by DHS. DHS may require the IEB to submit reports or data on a more frequent basis or as needed basis. The selected Applicant must submit a final report at the end of the Grant.

This Section outlines the minimum reports the selected Applicant must submit to the Department. In addition, the selected Applicant must confer with the Department to determine additional reports that would be of use to the Department, and generate other relevant reports identified by the Department throughout the duration of the Grant. The selected Applicant and the Department will mutually agree to due dates for any additional reports.

A. Status Report. The selected Applicant must submit monthly progress reports covering activities, problems and recommendations keyed to the work plan the selected Applicant developed in its Technical Submittal, as amended or approved by the Department no later than 15 calendar days after the end of the month.

**Applicant Response**

B. IEB Customer Contact Reason Report. The selected Applicant must submit a monthly reason code report containing data regarding the most frequent reasons for IEB Customer contacts, to be received by DHS no later than 15 calendar days after the end of the month.

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C. **Participant Contact Report.** The selected Applicant must submit a monthly report of Participant Contacts containing the data specified in **Part III, Section III-5.S.3**, to be received by DHS no later than 15 calendar days after the end of the month.

D. **IEB Complaint Report.** The selected Applicant must submit a weekly IEB complaint report containing the data specified in **Part III, Section III-5.S.4** to be received by DHS by Wednesday of the following week.

E. **IEB Daily Dashboard Report.** The selected Applicant must submit a daily statistical report containing high level summary daily, weekly and monthly data elements identified by the Department including Enrollments, applications and contacts by IEB Customers by the close of business each Business Day.

F. **Outreach Report.** The selected Applicant must submit a monthly outreach report containing data regarding public presentations and types of activities, to be received by DHS no later than 15 calendar days after the end of the month.

G. **Problem Identification Report.** An “as required” report, identifying problem areas. The selected Applicant must describe the problem and its impact on the overall Project and on each affected task. It should list possible courses of action with advantages and disadvantages of each and include recommendations with supporting rationale.

H. **Daily Cases in Process Report.** The selected Applicant must submit a daily report each Business Day of all cases in process from referral through the determination and Enrollment process. The following data elements are required on this report: COMPASS Case ID, First Name, Last Name, Date of Birth, Social Security Number, Address, Resident County, Case Number, Preferred Language, LEP translation and interpretation services provided, Referral Date, Initial Contact Date, LTSS Application Status, LTSS Application Status Date, Aging in Current Status, MA Enrolled Indicator, MA ID, LTSS Application Received Date, LTSS Application Start Date, PC Eligibility, PC Length Care, FED Result, FED Length Care, Aging in Days, Delayed Enrollment, OLTL Program, OPTIONS participant, SCE transfer date, advance CHC-MCO selection by Participant, advance CHC-MCO selection using intelligent assignment, and PCP selection.
I. Monthly Case Report. The selected Applicant must submit a monthly report within 5 calendar days from the last day of the month of all cases in process during that month identifying status of cases, number of cases closed within 90 days, and explanations of any cases not closed within 90 days. The following data elements are required on this report: COMPASS Case ID, First Name, Last Name, Case Number, Social Security Number, County, Medicaid Enrolled Indicator, MA ID, LTSS Application Received Date, Language, LEP translation and interpretation services provided, Referral Date, LTSS Application Start Date, Most Recent Status, Last Updated Status Date, PC Length Care, PC Eligibility, PC Date Requested, PC Date Received, FED Date Requested, FED Date Received, FED Result, OLTL Program Applied to, Delayed Enrollment, Notice of Determination Date, Aging Days, Aging Days Since Current Status, First Initial Contact Date, In-Person Visit Date, In-Person Visit Status, Reason for Delay of In-Person Visit, Reason for Delay in Application Processing, Referral Suspension Date, Suspension Reason, Application Closing Date, Closing Reason, OPTIONS participant, SCE transfer date, advance CHC-MCO selection by Participant, advance CHC-MCO selection using intelligent assignment, and PCP selection.

J. Key Performance Indicators Report. The selected Applicant must submit a monthly report no later than 15 calendar days after the end of the month for the following key performance measures:

1. Monthly Answer Times for each category of contacts described in Part III Section III-7. K.

2. Number of LTSS Applicants and Potential LTSS Applicants who filed LTSS Applications directly through COMPASS or with a CAO or who were referred to the selected Applicant by a third party during the monthly reporting period and for whom the selected Applicant completed all required telephone attempts and mailed a follow-up letter, if required, within seven calendar days of date of referral.

3. Number of LTSS Applicants, other than NF Applicants, who received an in-person visit during the monthly reporting period, and the percentage of those LTSS Applicants who received the in-person visit within seven calendar days of their referral date, and the number of LTSS Applicants who requested an exception to the seven-day time frame for the in-person visit.

4. Number of Participants enrolled in the OBRA Waiver Program or Act 150 Attendant Care Program during the monthly reporting period and the percentage of those Participants whose file was transferred to the Service Coordinator or SCE within three calendar days of receipt of the Daily Eligibility file containing notice of the Participants’ eligibility.

5. Number of CHC Participants enrolled in a CHC-MCO during the monthly reporting period and the percentage of those Participants whose file was transferred to the CHC-MCO within three calendar days of the CHC-MCO enrollment date.

6. Number of LIFE Participants enrolled with a LIFE Provider during the monthly reporting period and the percentage of those Participants whose file was transferred to the LIFE Provider within three calendar days of the LIFE enrollment date.
7. Number of Participants, excluding CHC NFI Dual Participants, by population category (i.e., nursing facility residents; Participants receiving HCBS) who enrolled in CHC or a LIFE program during the monthly reporting period and the percentage of those Participants who had a FED prior to Enrollment.

8. Number or LTSS Applications for which final eligibility determinations were issued during the monthly reporting period, excluding LTSS Applications exempt from the 90-day processing deadline, and the percentage of those Applications for which the final eligibility determination was issued within 90 calendar days of the LTSS Application date.

**Applicant Response**

K. Contact Reports: The selected Applicant must submit monthly reports no later than 5 calendar days after the end of the month for the following:

1. **Call Statistics Report.** The selected Applicant must submit a monthly statistical report containing data collected by ACD and IVR including calls received, answered, abandoned, outbound, blocked (busy signal) and transferred to the language line, as well average talk time, hold time, speed of answer, and voicemail messages, total number of calls answered within 60 seconds, and total number of calls captured via voicemail that are returned within two Business Days.

2. **Email Statistics Report.** The selected Applicant must submit a monthly statistical report containing data on the total emails messages received from IEB Customers and the total number of those email messages answered within two Business Days; total number of other email messages related to IEB operations received from other sources and total number of those emails answered within two Business Days.

3. **Hard Copy Inquiries Statistics Report.** The selected Applicant must submit a monthly statistical report containing data on the total number of letters and other hard copy inquiries received from IEB Customers and the total number of those inquiries answered within two Business Days; total number of other letters and hard copy inquiries related to IEB operations received from other sources and total number of those inquiries answered within two Business Days.

4. **IEB Website Comments and Inquiries Statistics Report.** The selected Applicant must submit a monthly statistical report containing data on the total number of inquiries and comments submitted to the IEB Website and the total number that are answered and the total number that are referred to other entities, as appropriate, within two Business Days of submission.

**Applicant Response**

L. **Staffing Report.** The selected Applicant must provide a report of changes to staffing and contact information as they occur or as requested by DHS. This report must also include all IEB staffing levels, including, enrollment case managers and other IEB staff performing services under the grant agreement.
M. Quarterly Training Report: The selected Applicant shall complete and submit a quarterly training report to DHS within 30 days of the end of a quarter. The Training Report must identify the total number of enrollment case managers or other IEB staff who attended required trainings and supplemental training sessions and the topics and names of the training sessions.

N. Length of Time for PASRR-EV Level II Evaluations Completed: The selected Applicant shall submit a monthly report for the prior month and a cumulative annual report for the prior year containing the dates an individual was referred for a PASRR-EV Level II evaluation, the date the selected Applicant received the request to perform the PASRR-EV Level II evaluation if different than the date on the initial PASRR I Form, the date the PASRR-EV Level II evaluation was completed and the date the evaluation and related documentation was sent to the appropriate State Authority Agency and the total number of days for completion. The selected Applicant must submit the monthly report by the 10th Business Day of the following month and the annual report by the 15th Business Day of the following year.

O. Length of Time for Annual Redetermination Reviews Completed for CHC Participants: The selected Applicant must submit a monthly report for the prior month and cumulative annual report for the prior year containing the number of days from the date the annual re-determination data from FED is supplied by CHC-MCO to the date the selected Applicant completed the redetermination. The selected Applicant must submit the monthly report by the 10th Business Day of the following month and the annual report by the 15th Business Day of the following year.

P. CHC Enrollment Summary Report. The selected Applicant must submit a monthly CHC enrollment report containing CHC Participant data for CHC Participants enrolled during the monthly reporting period, sorted by Zone, Participant category (CHC-NFI Dual Participant, CHC-LTSS Participants receiving services in nursing facilities and CHC-LTSS Participants receiving HCBS), county of residence, CHC-MCO, gender, age and method of CHC-MCO enrollment. The selected Applicant must submit this report no later than 15 calendar days after the end of the month.

Q. CHC PCP Selection Summary Report. The selected Applicant must submit a monthly PCP selection report containing CHC Participant data regarding PCP selection sorted by Zone, county of residence, CHC-MCO, gender, age and method of CHC-MCO enrollment. The selected Applicant must submit this report no later than 15 calendar days after the end of the month.
R. **LIFE Enrollment Summary Report.** The selected Applicant must submit a monthly LIFE enrollment report containing LIFE Participant data for LIFE Participants enrolled during the monthly reporting period, sorted by Zone, county of residence, LIFE Provider, gender, and age, to be received by DHS no later than 15 calendar days after the end of the month.

*Applicant Response*

S. **Program and Plan Transfers.** The selected Applicant must submit a monthly Program and Plan Transfers report containing data consisting of number and type of transfer, including transfer reasons, and whether transfers were between OLTL Programs or transfers between CHC-MCOs. The selected Applicant must submit this report no later than 15 calendar days after the end of the month.

*Applicant Response*

T. **Feedback and Quarterly Satisfaction Survey Report.** The selected Applicant must provide a monthly statistical and narrative report regarding the feedback received from Participants, other IEB Customers and other stakeholders on their experience with the selected Applicant and their OLTL Programs. The selected Applicant must submit a quarterly report containing the results of the Participant Satisfaction Survey no later than 15 calendar days after the end of the calendar quarter.

*Applicant Response*

U. **Quality Assurance Reports.** The selected Applicant must provide DHS a monthly statistical and narrative report regarding its QMS data and activities undertaken to monitor and improve the quality and performance of the Project, the work performed by its staff and subgrantees, subcontractor(s), including the results of its audit of a random sample of recorded calls, and any training during the reporting period, as specified in selected Applicant’s approved QMS. The selected Applicant must submit the report no later than 15 calendar days after the end of the month.

*Applicant Response*

V. **Waiver Assurance Performance Measure Report.** The selected Applicant must submit a Waiver Assurance Performance Report on a monthly basis in a format specified by OLTL that includes performance results and remediation activities.

*Applicant Response*

W. **Fraud and Abuse Report.** The selected Applicant must submit a quarterly statistical and narrative report to DHS regarding its Fraud and Abuse detection and sanctioning activities, and an annual cumulative update no later than 15 calendar days after the end of the quarter or year.

*Applicant Response*

X. **Ad-Hoc Reports.** The selected Applicant must provide Ad-hoc Reports as requested by DHS.

*Applicant Response*
Y. Final Report. The selected Applicant shall submit a final report upon expiration or termination of the grant in a format specified by the Department. At the Department’s request, the selected Applicant shall submit one or more advance drafts of the final report to the Department for review and approval prior to submission of the final report. The final report shall include, at a minimum the following:

1. An abstract or summary of the result of the IEB service in terminology that will be meaningful to management and others generally familiar with the subject areas.

2. A description of the data collection and analytical and other techniques used.

3. A summary of the findings, conclusions and recommendations developed for each task.

4. All supporting documentation; e.g., flow-charts, forms, questionnaires, etc.

4. Recommendations and a time-phased work plan for implementing the recommendations.

**Applicant Response**

III-8. Performance Standards. The Commonwealth has developed a set of minimum Performance Standards, which the selected Applicant must meet, or exceed. The Department may, at its discretion, assess liquidated damages specified below. The first three months after the completion of Readiness Review are a transition period and the Department will not impose damages based on a failure to meet the performance standards. Where an assessment is defined as an “up to” amount, the dollar value will be set at the discretion of the Department. The DHS Grant Administrator will give written notice of each failure to meet a performance standard to the selected Applicant. If the Department does not assess liquidated damages in a particular instance, the Department is not precluded from pursuing other or future assessments relating to those performance standards.

Describe your strategy to meet or exceed the following minimum performance standards.
<table>
<thead>
<tr>
<th>IEB CONTACTS</th>
<th>PERFORMANCE STANDARD</th>
<th>MINIMUM ACCEPTABLE</th>
<th>MEASURE &amp; VALIDATION METHOD</th>
<th>IF NON-COMPLIANT, AMOUNT OWED</th>
<th>PERFORMANCE MEASUREMENT INTERVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly call answer time does not exceed 60 seconds.</td>
<td>95% of incoming calls answered in less than 60 seconds</td>
<td>Total number of incoming calls per month answered within 60 seconds or less divided by the total number of incoming calls per month.</td>
<td>Up to 2% of monthly invoice if call answer time exceeds 60 seconds for 5% or more of incoming calls.</td>
<td>Monthly</td>
<td></td>
</tr>
<tr>
<td>Blocked call rate (busy signal) is less than 1%.</td>
<td>Less than 1% of calls blocked</td>
<td>Number of blocked calls per month/Total number of calls per month.</td>
<td>Up to 1% of monthly invoice for every 1% of calls blocked.</td>
<td>Monthly</td>
<td></td>
</tr>
<tr>
<td>Calls are not abandoned before being answered by IEB staff</td>
<td>Monthly abandonment rate is less than 5%, excluding calls abandoned in 20 seconds or less.</td>
<td>Number of abandoned calls per month, excluding calls abandoned in 20 seconds or less /Total number of incoming calls per month.</td>
<td>Up to 1% of monthly invoice for every 5% of calls abandoned, excluding calls abandoned in 20 seconds or less.</td>
<td>Monthly</td>
<td></td>
</tr>
<tr>
<td>Responsiveness to voice mail messages</td>
<td>98% of voice mail messages are returned within two Business Days.</td>
<td>Number of voice mail messages returned within two Business Days per month/Total number of voice mail messages received per month.</td>
<td>Up to 2% of the monthly invoice amount.</td>
<td>Monthly</td>
<td></td>
</tr>
<tr>
<td>Responsiveness to email messages</td>
<td>98% of email messages are returned within two Business Days.</td>
<td>Number of email messages returned within two Business Days per month/Total number of email messages received per month.</td>
<td>Up to 2% of the monthly invoice amount.</td>
<td>Monthly</td>
<td></td>
</tr>
<tr>
<td>Responsiveness to hard copy inquiries</td>
<td>98% of hard copy inquiries are answered within two Business Days.</td>
<td>Number of hard copy inquiries returned within two Business Days per month/Total number of hard copy inquiries received per month.</td>
<td>Up to 2% of the monthly invoice amount.</td>
<td>Monthly</td>
<td></td>
</tr>
</tbody>
</table>
### LTSS Application Processing

<table>
<thead>
<tr>
<th>Performance Standard</th>
<th>Minimum Acceptable</th>
<th>Measure &amp; Validation Method</th>
<th>If Non-Compliant, Amount Owed</th>
<th>Performance Measurement Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of LTSS Applicants, excluding NF Applicants, who received an in-person visit within seven calendar days of their referral date.</td>
<td>90%</td>
<td>Number of LTSS Applicants, excluding NF Applicants, per month who receive an in-person visit by the enrollment case manager within seven calendar days of the referral date /Total number of LTSS Applicants per month, excluding NF Applicants, whose in-person visit was due within seven calendar days of their referral date in the month.</td>
<td>Up to 1% of the monthly invoice if less than 90% LTSS Applicants receive an in-person visit from an enrollment case manager within seven calendar days of the referral date.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Unless an exception applies, a determination is made on an LTSS Application within 90 calendar days from the LTSS Application Date.</td>
<td>97%</td>
<td>Number of LTSS Applications timely completed during the month/Total number of LTSS Applications required to be completed during the month excluding those applications exempt from the 90 days deadline.</td>
<td>Up to 5% of invoice if performance measure is below minimum acceptable limit.</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

### CHC Advanced Plan Selection

<table>
<thead>
<tr>
<th>Performance Standard</th>
<th>Minimum Acceptable</th>
<th>Measure &amp; Validation Method</th>
<th>If Non-Compliant, Amount Owed</th>
<th>Performance Measurement Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHC-LTSS Participants make a selection of their CHC-MCO plan prior to enrollment.</td>
<td>50%</td>
<td>Number of enrolled CHC-LTSS Participants selecting CHC-MCO per month /Total number of CHC-LTSS Participants enrolled in a CHC-MCO per month</td>
<td>Up to 3% of the monthly invoice in any month where the actual percentage is below 50%</td>
<td>Monthly</td>
</tr>
</tbody>
</table>
### FEDs, REDETERMINATIONS AND LTS LEVEL II

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARD</th>
<th>MINIMUM ACCEPTABLE</th>
<th>MEASURE &amp; VALIDATION METHOD</th>
<th>IF NON-COMPLIANT, AMOUNT OWED</th>
<th>PERFORMANCE MEASUREMENT INTERVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial FED for LTSS Applicants are completed within seven calendar days of referral date.</td>
<td>90%</td>
<td>Number of FEDs for LTSS Applicants completed within seven calendar days for the month/Total number of FEDs required to be completed for LTSS Applicants during the month.</td>
<td>Up to 1% of the monthly invoice in any month where the percentage is below 90%</td>
<td>Monthly.</td>
</tr>
<tr>
<td>Initial FED for NF Applicants, PCH and Domiciliary Care Residents are completed within seven calendar days of request.</td>
<td>95%</td>
<td>Number of FEDs for NF Applicants, PCH and Domiciliary Residents for the month/Total number of FEDs required to be completed for NF Applicants, PCH and Domiciliary Care Residents during the month.</td>
<td>Up to 5% of the monthly invoice in any month where the percentage is below 95%</td>
<td>Monthly.</td>
</tr>
<tr>
<td>PASRR-EV Level II Tool are completed within five Business Days of referral for evaluation</td>
<td>95%</td>
<td>Total number of PASRR-EV Level II Tool completed within five Business Days of date of referral for month/Total number of PASRR-EV Level II Tool required to be completed during the month.</td>
<td>Up to 5% of the monthly invoice for PASRR-EV II in any month where the percentage is below 95%</td>
<td>Monthly</td>
</tr>
<tr>
<td>Annual Redeterminations are completed within ten calendar days of request from CHC-MCO</td>
<td>95%</td>
<td>Number of annual redeterminations completed within ten calendar days for the month/Total number of annual redeterminations required to be completed during the month.</td>
<td>Up to 5% of the monthly invoiced amount for annual redeterminations in any month where the actual percentage is below 95%</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

### BSS and OTHER REQUIREMENTS

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARD</th>
<th>MINIMUM ACCEPTABLE</th>
<th>MEASURE &amp; VALIDATION METHOD</th>
<th>IF NON-COMPLIANT, AMOUNT OWED</th>
<th>PERFORMANCE MEASUREMENT INTERVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERFORMANCE STANDARD</td>
<td>MINIMUM ACCEPTABLE</td>
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</tr>
<tr>
<td>IEB Customers are satisfied with their overall experience with the IEB</td>
<td>90% of IEB Customers are satisfied with the IEB experience</td>
<td>Number of IEB Customers participating in the quarterly satisfaction survey who are satisfied with IEB/Total Number of IEB Customers participating in the survey</td>
<td>If IEB Customer satisfaction falls below 90% for two consecutive quarters, 3% of total monthly invoice for the third month.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Participants are satisfied with resolution of their complaints.</td>
<td>90% of Participants are satisfied with complaint resolution.</td>
<td>Number of Participants reporting resolution to their complaint/Total number of Participants who filed a complaint.</td>
<td>If Participant satisfaction falls below 90% for 2 consecutive quarters, 3% of total monthly invoice for the third month.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Responsiveness to Participants requesting an in-person contact</td>
<td>98% of Participants requesting an in-person contact receive one in 7 calendar days</td>
<td>Number and percentage of in-person contact that occurred within 7 calendar days of request</td>
<td>Up to 2% of the monthly invoice amount.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Responsiveness to questions submitted through the IEB Website</td>
<td>98% of questions submitted to the IEB Website within 2 Business Days</td>
<td>Number and percentage of questions answered through the IEB Website within two Business Days of receipt</td>
<td>Up to 2% of the monthly invoice amount.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Timely submission of Reports.</td>
<td>100%</td>
<td>Number of calendar days beyond the due date for submission.</td>
<td>For each report, up to $500 per calendar day after due date</td>
<td>Daily</td>
</tr>
<tr>
<td>CAP is submitted by the deadline specified by OLTL.</td>
<td>100%</td>
<td>Number of calendar days beyond the due date for submission of the CAP.</td>
<td>For each CAP, up to $500 per calendar day after due date.</td>
<td>Daily</td>
</tr>
<tr>
<td>Selected Applicant implements corrective measures required under the approved CAP.</td>
<td>100%</td>
<td>Number of calendar days for implementation of correction specified in approved CAP.</td>
<td>For each failure to timely and correctly implement an approved CAP, $750 per calendar day until full compliance is achieved.</td>
<td>Daily</td>
</tr>
</tbody>
</table>
A. For any deficiency, including ones relating to the performance standards, the selected Applicant
must prepare and submit a CAP for any observation or finding contained in a notice of deficiency.
The selected Applicant must submit the CAP to the Department within ten Business Days of
notification of the deficiency or such longer time as may be agreed to by the Department.

B. The CAP must include:

1. Brief description of the findings;

2. Specific steps the selected Applicant will take to correct the situation or reasons why it believes
corrective action is not necessary;

3. Name(s) and title(s) of responsible staff person(s);

4. Timetable for performance of the corrective action steps;

5. Monitoring that will be performed to implement corrective action;

6. Signature of the selected Applicant’s Program Manager or a senior executive.

C. The selected Applicant must implement the CAP within the timeframe agreed to by the parties for
that particular CAP. Failure to implement a CAP, in the manner agreed to, may result in further
action by the Department, including a finding of default.

D. If the Department determines a deficiency to be a serious non-compliance with the selected
Applicant’s obligations under the agreement, the Department may find the selected Applicant in
default.

Applicant Response

III-9. Objections and Additions to Standard Terms and Conditions. The Applicant will identify which, if
any, of the terms and conditions (contained in Part VII) it would like to negotiate and what additional
terms and conditions the Applicant would like to add to the standard terms and conditions. The
Applicant’s failure to make a submission under this paragraph will result in its waiving its right to do so
later, but the Department may consider late objections and requests for additions if to do so, in the
Department’s sole discretion, would be in the best interest of the Commonwealth. The Department may,
in its sole discretion, accept or reject any requested changes to the standard terms and conditions. The
Applicant shall not request changes to the other provisions of the RFA, nor shall the Applicant request to
completely substitute its own terms and conditions for Part VII of this RFA. The Department will not
accept references to the Applicant’s, or any other, online guides or online terms and conditions
contained in any application.

Regardless of any objections set out in its application, the Applicant must submit its application,
including the cost submittal, on the basis of the IT terms and conditions set out in Part VII of this RFA.
The Department will reject any application that is conditioned on the negotiation of the IT terms and
conditions set out in Part VII of the RFA as specifically identified above.
PART IV

COST SUBMITTAL

IV-1. **Cost Submittal.** The information requested in this Part IV shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed application, separated from the Technical Submittal and SDB/SB Submittal. The total proposed cost should be broken down into the components set forth in Appendix F – Cost Submittal Worksheet. The percentage of commitment to SDBs and SBs should not be stated in the Cost Submittal. Applicants should not include any assumptions in their cost submittals. If the Applicant includes assumptions in its cost submittal, the Department may reject the application. Applicants should direct in writing to the Issuing Officer pursuant to Part I, Section I-9 of this RFA any questions about whether a cost or other component is included or applies. All Applicants will then have the benefit of the Department’s written answer so that all applications are submitted on the same basis.

The Department will reimburse the selected Applicant for work satisfactorily performed after execution of a written agreement and the start of the grant agreement term, in accordance with agreement requirements.
PART V

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

V-1. Small Diverse Business and Small Business General Information. The Department encourages participation by SDBs and SBs as prime contractors and encourages all prime contractors to make significant commitments to use SDBs and SBs as subcontractors and suppliers.

A SB must meet each of the following requirements:

- The business must be a for-profit United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
  - Procurement Goods and Services: $20 million
  - Construction: $20 million
  - Building Design Services: $7 million
  - Information Technology Goods and Services: $25 million

For credit in the RFA scoring process, a SB must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at:

https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx

A SDB is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFA scoring process, a SDB must complete the DGS verification process. Additional information on this process can be found at:

https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx

An Applicant that qualifies as a SDB or a SB and submits a application as a prime contractor is not prohibited from being included as a subgrantee in separate applications submitted by other Applicants.

A SDB or SB may be included as a subgrantee or subcontractor in separate applications with as many prime Applicants as it chooses.

DGS’s directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from:

http://www.dgs.internet.state.pa.us/suppliersearch
Questions regarding the SDB and SB Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services  
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)  
Room 601, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: RA-BDISBOVerification@pa.gov  
Website: www.dgs.pa.gov

V-2. **Small Diverse Business and Small Business (“SDB/SB”) Participation Submittal.** Applicants are required to submit two copies of the SDB/SB Participation Submittal Form and related Letter(s) of Intent (*Appendix K*) as described in Part I, Section 1-12. To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department’s directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the application due date and time. BDISBO may adjust overall SDB or SB commitments to correctly align with the SDB or SB status of a prime Applicant, subcontractor or subgrantee as of the solicitation due date and time, and also to reflect the correct sum of individual subcontracting commitments listed within the Letters of Intent.

A. Applicants must indicate their status as a SDB and as a SB through selection of the appropriate checkboxes.

B. Applicants must include a numerical percentage that represents the total percentage of the total cost in the Cost Submittal that the Applicant commits to paying to SDBs and SBs as subcontractors and subgrantees.

C. Applicants must include a listing of and required information for each of the SDBs and SBs with whom they will subcontract to achieve the participation percentages outlined on the SDB/SB Participation Submittal.

D. Applicants must include a Letter of Intent (*Appendix K*) (signed by both the Applicant and the SDB or SB for each of the SDBs and SBs identified in the SDB/SB Participation Submittal form. At minimum, the Letter of Intent must include the following:

1. The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the SDB or SB;

2. A description of the services or supplies the SDB or SB will provide;

3. The timeframe during the initial contract term and any extensions, options and renewals when the SDB or SB will perform or provide the services and/or supplies;

4. The name and telephone number of the Applicant’s point of contact for SDB and SB participation; and

5. The name, address, and telephone number of the primary contact person for the SDB or SB.
E. Each SDB and SB commitment, which is credited by BDISBO, along with the overall percentage of SDB and SB commitments will become contractual obligations of the selected Applicant.

NOTE: Applicants will not receive credit for any commitments for which information as above is not included in the SDB/SB Participation Submittal. Applicants will not receive credit for stating that after the agreement is awarded, they will find a SDB or SB.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB and/or SB status or entitle an Applicant to receive credit for SDB or SB participation.

V-3. Agreement Requirements—Small Diverse Business and Small Business Participation. All contracts and agreements containing SDB and SB Participation must contain the following provisions to be maintained through the initial term and any subsequent options or renewals:

A. Each SDB and SB commitment, which was credited by BDISBO, and the total percentage of such SDB and SB commitments made at the time of application submittal, BAFO or negotiations, as applicable, become contractual obligations of the selected Applicant upon execution of its agreement with the Commonwealth.

B. All SDBs and SBs credited by BDISBO must perform at least 50% of the work subcontracted to them.

C. The individual percentage commitments made to SDBs and SBs cannot be altered without written approval from BDISBO.

D. SDB and SB commitments must be maintained in the event the agreement is assigned to another prime contractor.

E. The selected Applicant and each SDB and SB for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Applicant and the SDB or SB to BDISBO within 30 Business Days of the final execution date of the Commonwealth contract. Appendix L, Model Subcontract Agreement may be used to satisfy this requirement.

The subcontract must contain:

1. The specific work, supplies or services the SDB or SB will perform; location for work performed; how the work, supplies or services relate to the Project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.

2. The fixed percentage commitment and associated estimated dollar value that each SDB or SB will receive based on the final negotiated cost for the initial term of the prime contract.

3. Payment terms indicating that the SDB or SB will be paid for work satisfactorily completed within 14 Business Days of the selected Applicant’s receipt of payment from the Commonwealth for such work.
4. Commercially reasonable terms for the applicable business or industry that are no less favorable than the terms of the selected Applicant’s contract with the Commonwealth and that do not place disproportionate risk on the SDB or SB relative to the nature and level of the SDB’s and/or SB’s participation in the project.

F. If the selected Applicant and a SDB or SB credited by BDISBO cannot agree upon a definitive subcontract within 30 Business Days of the final execution date of the Commonwealth agreement, the selected Applicant must notify BDISBO.

G. The selected Applicant shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Grant Administrator of the Department and BDISBO within ten Business Days at the end of each quarter of the agreement term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to SDB and SB subgrantees and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating “No activity in this quarter.” A late fee of $100.00 per Business Day may be assessed against the Selected Applicant if the Utilization Report is not submitted in accordance with the schedule above.

H. The selected Applicant shall notify the Grant Administrator of the Department and BDISBO when circumstances arise that may negatively impact the selected Applicant’s ability to comply with SDB and SB commitments and to provide a corrective action plan. Disputes will be decided by the Department and DGS.

I. If the Selected Applicant fails to satisfy its SDB or SB commitment(s), it may be subject to a range of sanctions as BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Applicant is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Applicant’s SDB status or SB status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.
PART VI

CONTRACTOR PARTNERSHIP PROGRAM

VI -1. General Information - Contractor Partnership Program. The Contractor Partnership Program (“CPP”) was created by the Department to address workforce needs by connecting beneficiaries of Temporary Assistance for Needy Families (“TANF”) to jobs while simultaneously helping to fill the hiring needs of employers. The program is a collaborative effort between DHS and its contractors and grantees to lift families out of poverty.

CPP requires entities who are awarded a contract or agreement with DHS to establish a hiring target that supports TANF beneficiaries in obtaining employment with the contractor, grantee, or their subcontractors for jobs within their organizations that may or may not be related to the contract or grant services. The Department encourages the selected Applicant to consider TANF beneficiaries not only for employment opportunities that will be created through the award of an agreement but also for general employment opportunities within the organization. DHS staff will work cooperatively with selected Applicant to assist in meeting hiring targets by assisting with the identification of qualified job candidates through the Department’s employment and training programs and providing technical assistance as needed. The selected Applicant may also be eligible to receive hiring incentives, such as the Work Opportunity Tax Credit.

Through CPP, DHS expects not only to increase the employment rate for individuals receiving TANF cash assistance, but to continue to contribute to the economic growth of the Commonwealth.

For more information about the Contractor Partnership Program, please contact: RA-BETPCPP@pa.gov or 1-866-840-7214

VI-2. Participation Requirements. To receive credit towards meeting the CPP requirements, entities must hire or make good faith efforts to hire individuals currently receiving TANF cash assistance. This includes individuals receiving TANF who are currently participating in Department employment and training programs as well as TANF beneficiaries outside of these programs.

The Department’s vision for CPP participation is that the selected Applicant is able to obtain employment for TANF beneficiaries in a number equal to ten percent of the average of the annual number of a selected Applicant’s new hires in Pennsylvania over each of the prior three years.

VI-3. RFA Requirements. Applicants must provide a written narrative that addresses the following and must include the information in the CPP Submittal of their application:

a. Applicant’s name, telephone number and mailing address.
b. Type of business entity (i.e. not-for-profit, government entity, public corporation, university).

c. Address of the company’s headquarters; if located in Pennsylvania, include county.

d. The name, title, phone number, mailing address, and email of the Applicant’s point of contact for the CPP.

e. Address of all satellite offices located in Pennsylvania, including the county.

f. A list the subcontractors’ name, address, and phone number; if located in Pennsylvania, include the county.

g. Type of services being provided under the agreement.

h. Type of services provided by Applicant.

i. Based on the calculation below, the anticipated number of positions that will be established as the hiring target.

    For each of the prior three years, provide the number of new hires at your organization’s Pennsylvania offices. The hiring target will be 10% of the average of the annual number of new hires in Pennsylvania over each of the last 3 years. Hiring targets can be discussed with the Office of Income Maintenance CPP staff to determine if a waiver or reduction of this requirement is warranted.

j. Type of positions anticipated to be available during term.

k. Describe the strategies that will be used to identify and recruit TANF individuals.

l. Describe the methods that will be used to retain the individuals once they are employed, including opportunities for professional development.

m. Identify the staff and processes that will be used to meet the CPP requirements, including the reporting requirements.

n. Provide a brief explanation of any additional efforts that will be made to meet and maintain TANF hiring commitments.

The Department’s Office of Income Maintenance Bureau of Employment Programs will review the CPP Submittal for accuracy and completeness. All information submitted is subject to approval by DHS.

VI-4. Grant Requirements. The approved hiring target will become a benchmark, included as part of the Agreement. Hiring targets will apply to the full term of the Agreement, including any extensions.

After an Agreement has become effective, the selected Applicant must establish a login for the DHS data tracking system, the Commonwealth Workforce Development System (“CWDS”), create a business folder, and complete and submit all required forms to the CPP staff. The selected Applicant must complete the Quarterly Employment Report on a quarterly basis to document the number of TANF beneficiaries hired for that quarter. The Office of Income Maintenance will monitor the submission of the Quarterly Employment
Report in CWDS and will share the information with the Program Office responsible for the Agreement.

<table>
<thead>
<tr>
<th>Quarters</th>
<th>Begin Date</th>
<th>End Date</th>
<th>Reports Due*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – First</td>
<td>July 1</td>
<td>September 30</td>
<td>October 15</td>
</tr>
<tr>
<td>2 – Second</td>
<td>October 1</td>
<td>December 31</td>
<td>January 15</td>
</tr>
<tr>
<td>3 – Third</td>
<td>January 1</td>
<td>March 31</td>
<td>April 15</td>
</tr>
<tr>
<td>4 – Fourth</td>
<td>April 1</td>
<td>June 30</td>
<td>July 15</td>
</tr>
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</table>

*if the 15th falls on a weekend or state holiday, the report is due the next business day.

The selected Applicant, regardless of the Effective Date of the Agreement must complete the Quarterly Employment Report based on the schedule above. If an Agreement begins in the middle of a quarter, the information reported will be based on activity that occurred from the Effective Date through the end of the quarter. If no activity occurred, an entry reporting zero hires must still be submitted via CWDS.

In addition, selected Applicant must report information documenting the use and outcomes of their hiring strategies and demonstrating their good faith efforts to hire TANF beneficiaries on a quarterly basis. The Department will work with the selected Applicant to develop a form and submission requirements for this reporting.

Verification Process
Data entered in CWDS will be cross referenced with the Client Information System (“CIS”) to confirm TANF eligibility; CIS will automatically credit the selected Applicant whenever a TANF hire is submitted. The CPP staff and the Project Manager will work together to ensure that selected Applicants are meeting their hiring goals.
1. DEFINITIONS.

(a) **Data.** Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.

(b) **Days.** Calendar days, unless specifically indicated otherwise.

(c) **Developed Works.** All of the fully or partially complete property, whether tangible or intangible prepared by the Grantee for ownership by the Commonwealth in fulfillment of the requirements of this Agreement, including: documents; sketches; drawings; designs; works; papers; files; reports; computer programs; documentation; data; records; software; samples; literary works and other works of authorship. Developed Works include all material necessary to exercise all attributes of ownership or of the license granted in Section 39, Ownership of Developed Works.

(d) **Documentation.** All materials required to support and convey information about the Services required by this Contract, including: written reports and analyses; diagrams maps, logical and physical designs; system designs; computer programs; flow charts; and disks and other machine-readable storage media.

(e) **Application.** The response to RFA No. 01-19, as accepted by the Commonwealth.

(f) **Services.** All activity necessary to satisfy the Agreement.

(g) **Software.** A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

2. TERM OF GRANT.

(a) **Term.** The term of the Agreement shall commence on the Effective Date and shall end on the Expiration Date identified in the Agreement, subject to the other provisions of the Agreement.

(b) **Effective Date.** The Effective Date shall be one of the following:

(i) the date the Agreement has been fully executed by the Grantee and all approvals required by Commonwealth procurement procedures have been obtained; or
(ii) the date stated in the Agreement, whichever is later.

3. COMMENCEMENT OF PERFORMANCE.

Grantee shall not commence performance and the Commonwealth shall not be liable to pay for work performed or expenses incurred prior to the Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any service prior to the Effective Date. Grantee waives any claim or cause of action for any service performed prior to the Effective Date.

4. EXTENSION OF GRANT TERM.

The Department may, upon notice to the Grantee, extend the term of the Agreement for up to three months upon the same terms and conditions.

5. NON-EXCLUSIVE GRANT.

The Commonwealth may purchase services within the scope of this Agreement through other procurement methods whenever the Commonwealth deems it to be in its best interest.

6. INFORMATION TECHNOLOGY POLICIES.

(a) General. Grantee shall comply with the IT standards and policies issued by the Governor’s Office of Administration, Office for Information Technology (located at https://www.oa.pa.gov/Policies/Pages/itp.aspx), including the accessibility standards set out in IT Policy ACC001, Accessibility Policy and DHS Business and Technical Standards located at https://www.dhs.pa.gov/providers/Providers/Pages/Business%20and%20Tech%20Standards/Business-and-Technology-Standards.aspx. Grantee shall provide services that comply with all applicable standards, including the requirement that the Grantee comply with Exhibit C, Requirements for Non-Commonwealth Hosted Applications/Services. If such standards change during the term, and the Commonwealth requests that Grantee comply with the changed standard, then any incremental costs incurred by the Grantee to comply with such changes shall be handled in accordance with RFA Part III, Section III-6.A.

(b) Waiver. As provided in RFA Part I, Section I-28, Grantee may request a waiver from an ITP by providing detailed written justification as to why the ITP cannot be met. The Commonwealth may waive the ITP in whole, in part or conditionally, or require that the Grantee provide an acceptable alternative. Any waiver of the requirement must be in writing.

7. CONTRACT INTEGRATION.
(a) Final Agreement. This Agreement constitutes the final, complete, and exclusive Agreement between the parties, containing all the terms and conditions agreed to by the parties.

(b) Prior representations. All representations, understandings, promises, and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement.

(c) Conditions precedent. There are no conditions precedent to the performance of this Agreement except as expressly set forth.

(d) Sole applicable terms. No terms or conditions are applicable to this Agreement except as they are expressly set forth herein.

(e) Other terms unenforceable. Grantee may not require the Commonwealth or any user of the Services within the scope of this Agreement to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services, unless the Commonwealth has approved the terms in writing in advance, and the terms are consistent with this Agreement. No quotations, invoices, business forms or other documentation, or terms referred to, shall become part of this Agreement merely by their submission to the Commonwealth or their ordinary use in meeting the Agreement requirements. Any terms imposed upon the Commonwealth or a user in contravention of this subsection (e) must be removed at the direction of the Commonwealth and shall not be enforced or enforceable against the Commonwealth or the user.

8. INDEPENDENT PRIME CONTRACTOR.

(a) Independent contractor. In performing its obligations under the Agreement, the Grantee acts as an independent contractor and not as an employee or agent of the Commonwealth.

(b) Sole point of contact. Grantee shall be responsible for all Services in this Agreement, whether it provides them directly. Grantee is the sole point of contact with regard to all agreement matters, including payment of any and all charges resulting from the Agreement.

9. SUBCONTRACTS.

Grantee may subcontract any portion of the Agreement services to third parties selected by Grantee and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. If Grantee has disclosed the identity of subcontractor(s) or subgrantee(s) within the scope of work to be subcontracted in its application, award of the Agreement is deemed approval of all named subcontractors and subgrantees. The existence of any subcontract or subgrant shall not change the obligations of Grantee. Upon request, Grantee must provide the Department with an un-redacted copy of the
subcontract or subgrant agreement between the Grantee and the subcontractor or subgrantee. The Department may, for good cause, require that the Grantee remove a subcontractor from the Project. The Commonwealth will not be responsible for costs incurred by the Grantee in replacing the subcontractor or subgrantee if good cause exists.

10. **OTHER CONTRACTORS AND GRANTEES.**

The Commonwealth may undertake or award other contracts or agreements for additional or related work, and Grantee shall fully cooperate with other contractors, grantees and Commonwealth employees and coordinate its services as may be required. Grantee shall not commit or permit any act that will interfere with the performance of work by any other contractor, grantee or by Commonwealth employees. This section shall be included in the contracts and agreements of all contractors and grantees with whom Grantee will be required to cooperate. The Department will equitably enforce this section to prevent the imposition of unreasonable burdens on any entity.

11. **ENHANCED MINIMUM WAGE.**

(a) **Enhanced Minimum Wage.** Grantee shall pay no less than $12.00 per hour to its employees for all hours worked directly performing the services required by this Agreement, and for an employee’s hours performing ancillary services necessary for the performance of the services when such employees spends at least 20% of their time performing ancillary services in a given work week.

(b) **Adjustment.** Beginning July 1, 2019, and annually thereafter, Grantee shall increase the minimum wage rate by $0.50 until July 1, 2024, when the minimum wage reaches $15.00. Thereafter, Grantee shall increase the minimum wage rate by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish the applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

(c) **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:

(i) exempt from the minimum wage under the Minimum Wage Act of 1968;

(ii) covered by a collective bargaining agreement;

(iii) required to be paid a higher wage under another state or federal law governing the services, including the *Prevailing Wage Act* and Davis-Bacon Act; or

(iv) required to be paid a higher wage under any state or local policy or ordinance.
(d) **Notice.** Grantee shall post these Enhanced Minimum Wage Provisions for the entire term conspicuously in easily-accessible and well-lit places customarily frequented by employees at or near where the Agreement services are performed.

(e) **Records.** Grantee must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

(f) **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, termination of the Agreement, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

(g) **Subcontractors and Subgrantees.** Grantee shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract and subgrant.

12. **COMPENSATION.**

Grantee shall be required to perform at the prices quoted in the Agreement. All items shall be performed within the time periods specified in the Agreement. Grantee shall be compensated only for Services performed to the satisfaction of the Department.

13. **BILLING REQUIREMENTS.**

(a) Grantee shall include in all of its invoices the following minimum information:

(i) Vendor name and “Remit to” address, including SAP Vendor number;

(ii) Bank routing information, if ACH;

(iii) Delivery Address, including name of Commonwealth agency;

(iv) Description of the Services delivered;

(v) Unit price;

(vi) Price extension;

(vii) Total price; and

(viii) Delivery date of services.
14. PAYMENT.

(a) Payment Date. The Commonwealth will put forth reasonable efforts to make payment by the required payment date. The required payment date is:

(i) the date on which payment is due under the Agreement terms;

(ii) **30 days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Agreement (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or

(iii) the payment date specified on the invoice if later than the dates established by paragraphs (a)(i) and (a)(ii).

(b) Delay; Interest. Payment may be delayed if the payment amount on an invoice is not based upon the prices in the Agreement. If any payment is not made within **15 days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act of December 13, 1982, P.L. 1155, No. 266, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40 (relating to interest penalties for late payments to qualified small business concerns).

(c) Payment should not be construed by the Grantee as acceptance of the service performed. The Commonwealth may conduct further testing and inspection after payment, but within a reasonable time after performance, and reject the services if post payment testing or inspection discloses a defect or a failure to meet specifications.

15. ELECTRONIC PAYMENTS.

(a) The Commonwealth will make Agreement payments through the Automated Clearing House (ACH). Within **ten days** of Agreement award, Grantee must submit or must have already submitted its ACH information within its user profile in the Commonwealth’s procurement system (SRM).

(b) Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth’s ACH remittance advice to enable the Grantee to properly apply the state agency’s payment to the invoice submitted.

(c) Grantee shall ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
16. **ASSIGNABILITY.**

(a) Subject to the terms and conditions of this section, the Agreement is binding upon the parties and their respective successors and assigns.

(b) Grantee may not assign, in whole or in part, the Agreement or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.

(c) For the purposes of the Agreement, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in Grantee provided that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

(d) Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by Grantee and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Agreement and to assume the duties, obligations, and responsibilities being assigned.

(e) Grantee may, without the consent of the Commonwealth, assign its rights to payment to be received under the Agreement, provided that Grantee provides written notice of such assignment to the Department together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Agreement.

(f) A change of name by Grantee, following which the Grantee’s federal identification number remains unchanged, is not an assignment. Grantee shall give the Commonwealth written notice of any such change of name.

17. **INSPECTION AND ACCEPTANCE.**

(a) **Developed Works and Services.**

(i) *Acceptance.* Acceptance of any Developed Work or Service will occur in accordance with an acceptance plan (Acceptance Plan) submitted by Grantee and approved by the Department. Upon Department approval of the Acceptance Plan, the Acceptance Plan becomes part of this Agreement.

(ii) *Certification of Completion.* Grantee shall certify, in writing, to the Department when an item in the Acceptance Plan is completed and ready for acceptance. Unless otherwise agreed to by the Department in the Acceptance Plan, the acceptance period shall be **10 business days** for interim items and **30 business days** for final items. Following receipt of the
Contractor’s certification of completion of an item, the Department shall, either:

1. Provide written acceptance of the work product; or
2. Identify the failure of the work product to comply with the specifications, listing all such errors and omissions with reasonable detail.

(iii) **Deemed Acceptance.** If the Department fails to notify Grantee in writing of failures in the work product within the applicable acceptance period, the work product shall be deemed accepted.

(iv) **Correction upon Rejection.** Upon Grantee’s receipt of the written notice of rejection, which must identify the reasons for the failure of the work product to comply with the specifications, Grantee shall have **15 Business Days**, or such other time as the Department and Grantee may agree is reasonable, within which to correct all such failures, and resubmit the corrected item, certifying, in writing, that the failures have been corrected, and that the items have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted items and certification, the Department shall have **30 Business Days** to test the corrected items to confirm that they are in compliance with the specifications. If the corrected items comply with the specifications, the Department will provide Grantee with its acceptance of the items.

(v) **Options upon Continued Failure.** If, in the opinion of the Department, the corrected items still contain material failures, the Department may either:

1. Repeat the procedure set forth above; or
2. Proceed with its rights under **Section 22, Termination**, except that the cure period set forth in **Subsection 22(c)** may be exercised in the Department’s sole discretion.

18. **DEFAULT.**

The Commonwealth may, subject to the provisions of **Section 19 Notice of Delays**, and **Section 58, Force Majeure**, and in addition to its other rights under the Agreement, declare Grantee in default by written notice to the Grantee, and terminate (as provided in **Section 22, Termination**) the whole or any part of the Agreement for any of the following reasons:

(i) Failure to begin Services within the time specified in the Agreement or as otherwise specified;
(ii) Failure to perform the Services with sufficient labor, equipment, or material to complete specified Services in accordance with Agreement terms;

(iii) Unsatisfactory performance of the Services;

(iv) Failure to meet requirements within the time periods specified in the Agreement;

(v) Multiple failures of a single performance standard or a pattern of failure over time of multiple performance standards;

(vi) Failure to provide services that conform with the specifications of the Agreement;

(vii) Discontinuance of Services without approval;

(viii) Failure to resume a Service, which has been discontinued, within a reasonable time after notice to do so;

(ix) Insolvency;

(x) Assignment made for the benefit of creditors;

(xi) Failure or refusal, within 10 days after written notice by the Grant Administrator, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals or for utility services rendered;

(xii) Failure to protect, repair or make good any damage or injury to property;

(xiii) Breach of any provision of this Agreement;

(xiv) Any breach of the security standards or procedures of this Agreement;

(xv) Failure to comply with representations made in the Grantee’s application; or

(xvi) Failure to comply with applicable industry standards, customs and practice.

19. NOTICE OF DELAYS.

Whenever Grantee encounters any difficulty that delays or threatens to delay the timely performance of this Agreement (including actual or potential labor disputes), Grantee shall promptly give notice in writing to the Department stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of the Agreement.

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Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with Section 21, Changes.

20. CONDUCT OF SERVICES.

(a) Following the Effective Date, Grantee shall proceed diligently with all Services and shall perform Services with qualified personnel, in accordance with the requirements set forth in the Agreement.

(b) In determining whether Grantee has performed with due diligence, the Commonwealth may measure the amount and quality of Grantee’s effort against the representations made in the Grantee’s application. The Department and its designated representatives will monitor Services provided under this Agreement. If the Department reasonably determines that Grantee has not performed with due diligence, the Department and Grantee will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or Grantee to arrive at a mutual determination shall be a dispute concerning a question of fact within the meaning of Section 24, Contract Controversies.

21. CHANGES.

(a) At any time during Agreement term, the Department or Grantee may request a change to the Agreement. Grantee shall investigate the impact of the change request, if any, on the price, timetable, specifications, and other terms and conditions of the Agreement. If the Department requests change, Grantee shall inform the Department of any charges for investigating the change request prior to incurring such charges. If the Department and Grantee agree on the results of the investigation and any necessary changes to the Agreement, the parties must complete and execute a change order to modify the Agreement and implement the change. The change order will be evidenced by a writing in accordance with the Commonwealth’s change order procedures. No work may begin on the change order until Grantee has received the executed change order. If the parties are not able to agree upon the results of the investigation or the necessary changes, the Department, at its option will initiate a Commonwealth-initiated change request and Grantee shall perform the services; and either party may elect to have the matter treated as a dispute under Section 24, Contract Controversies. During the pendency of any such dispute, Commonwealth shall pay Grantee any undisputed amounts.

(b) If changes are outside the Agreement scope, the change shall be accomplished through the Commonwealth’s procurement procedures and may result in an amended Agreement or a new agreement. No payment will be made for services outside of the scope of the Agreement for which no amendment has been executed.
22. **TERMINATION.**

(a) **For Convenience.**

(i) The Commonwealth may terminate the Agreement, in whole or in part, without cause by giving Grantee 30 days prior written notice (Notice of Termination) whenever the Commonwealth determines that such termination is in the best interest of the Commonwealth. Any such termination shall be affected by delivery to Grantee of a Notice of Termination specifying the extent to which performance under the Agreement is terminated in whole or in part and the date on which termination becomes effective.

In the event of termination for convenience, Grantee shall receive payment for the following:

1. all Services performed consistent with Agreement terms prior to the effective date of termination; and

2. all actual and reasonable costs incurred by Grantee as a result of the termination.

In no event shall Grantee be paid for loss of anticipated profit by Grantee, any subgrantee or any subcontractor, loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with **Section 24, Contract Controversies.**

(ii) Grantee shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for Services as have already been satisfactorily rendered up to and including the termination date or such other date as may be otherwise provided for in the Notice of Termination, and for services performed during the 30-day notice period, if such services are requested by the Department, for the collection, assembling, and transmitting of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under the Agreement.

(iii) The above shall not limit the Commonwealth’s right to terminate this Agreement for any reason as permitted by the other provisions of the Agreement or under applicable law.

(b) **Non-Appropriation.** Any payment obligation or portion thereof created by this Agreement is conditioned upon the availability and appropriation of funds. When
funds (state or federal) are not appropriated or otherwise made available to support the continuation of performance or full performance in a subsequent fiscal year, the Commonwealth shall have the right to terminate the Agreement in whole or in part. Grantee shall be reimbursed in the same manner as that described in subsection (a) to the extent that appropriated funds are available.

(c) **Default.** The Commonwealth may, in addition to its other rights under the Agreement, terminate the Agreement in whole or in part by providing written notice of default to Grantee if Grantee materially fails to perform its obligations under the Agreement and does not cure such failure within **30 days**, or if a cure within such period is not practical, commence a good faith effort to cure such failure within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure. Grantee shall diligently and continuously proceed to complete the cure. The Grant Administrator will provide any notice of default or written cure notice for terminations.

(i) Subject to **Section 31, Limitation of Liability**, if the Commonwealth terminates the Agreement in whole or in part as provided in this subsection (c), the Commonwealth may procure services similar to those terminated, and Grantee, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Agreement price for the terminated portion of the Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services, provided that Grantee shall continue the performance of the Agreement to the extent not terminated under this section.

(ii) Except with respect to defaults of subcontractors or subgrantees, Grantee shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control of Grantee. Such causes may include acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. Grantee shall notify the Grant Administrator promptly in writing of its inability to perform because of a cause beyond its control.

(iii) Nothing in this subsection (c) shall abridge the Commonwealth’s right to suspend, debar or take other administrative action against Grantee.

(iv) If it is later determined that the Commonwealth erred in terminating the Agreement for default, the Agreement shall be deemed to have been terminated for convenience under subsection (a).

(v) If the Agreement is terminated as provided by this subsection, the Commonwealth may, in addition to any other rights provided in this subsection, and subject law and to other applicable provisions of this Agreement, require Grantee to deliver to the Commonwealth in the manner and to the extent directed by the Grant Administrator, such Data, Developed
Works, Documentation and other materials as Grantee has specifically produced or specifically acquired for the performance of such part of the Agreement as has been terminated.

(d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

(e) The Commonwealth’s failure to exercise any rights or remedies provided in this section shall not be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f) Following exhaustion of the Grantee’s administrative remedies as set forth in Section 24, Contract Controversies, the Grantee’s exclusive remedy shall be to seek damages in the Board of Claims.

23. **BACKGROUND CHECKS.**

   (a) In addition to the requirements set forth in RFA Part IV-6.J., Grantee, at its expense, must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors and subgrantees, who will have access to Commonwealth IT facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at https://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx. The background check must be conducted prior to initial access and on an annual basis thereafter.

   (b) Before the Commonwealth will permit access to Grantee, Grantee must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Grantee employee or an employee of a Grantee subcontractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust or fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, Grantee shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Grantee’s failure to comply with the terms of this section on more than one occasion or failure to cure any single failure to the satisfaction of the Commonwealth may result in Grantee being in default of its Agreement.

   (c) The Commonwealth may conduct or require background checks over and above that described in this section.
24. CONTRACT CONTROVERSIES.

(a) Pursuant to Section 1712.1 of the Commonwealth Procurement Code, 62 Pa. C.S. § 1712.1, if a claim arises from the Agreement, within six months after the cause of action accrues, must file a written claim with the Director of the Bureau of Procurement and Contract Management (Procurement Officer) for a determination. The claim shall state all grounds upon which Grantee asserts a controversy exists. If Grantee fails to file a claim or files an untimely claim, the Grantee has waived its right to assert a claim in any forum. At the time the claim is filed, or within 60 days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, https://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx.

(b) If Grantee or the Procurement Officer requests mediation, and the other party agrees, the Procurement Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as not to delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Procurement Officer shall review the timely-filed claim and issue a final determination, in writing. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Procurement Officer and Grantee. The Procurement Officer shall send the written determination to Grantee. If the Procurement Officer fails to issue a final determination within the 120 days unless extended by consent of the parties, the claim shall be deemed denied. The Procurement Officer’s determination shall be the final order of the Department.

(c) Within 15 days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, Grantee may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution, Grantee shall proceed diligently with the performance of the Agreement in a manner consistent with the determination of the Procurement Officer and the Commonwealth shall compensate Grantee pursuant to the Agreement terms.

25. CONFIDENTIALITY, PRIVACY AND COMPLIANCE.

(a) General. Grantee shall protect the confidentiality of the Commonwealth’s confidential information. The Commonwealth will protect the confidentiality of Grantee’s confidential information. Unless the context otherwise indicates the need for confidentiality, information is confidential only when the party claiming confidentiality designates the information as “confidential” in such a way as to give notice to the other party, including notice of confidential information and requirements set forth in the RFA or as described in an application. Neither party may assert that information owned by the other party is such party’s confidential
information. Notwithstanding the foregoing, all Data provided by, or collected, processed, or created on behalf of the Department is Confidential Information unless otherwise indicated in writing.

(b) Copying; Disclosure; Termination. The parties agree that confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under the Agreement and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth in the Agreement. Each copy of confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of Agreement or any license granted hereunder, the receiving party will return to the disclosing party, or certify as to the destruction of, all confidential information in the receiving party’s possession, other than one copy where permitted by law or regulation, which may be maintained for archival purposes only, and which will remain subject to the Agreement’s security, privacy, data retention and destruction and confidentiality provisions. A material breach of these requirements may result in termination for default pursuant to Subsection (c), in addition to other remedies available to the non-breaching party.

(c) If information is not otherwise protected by law or regulation, the obligations stated in this section do not apply to information:

(i) already known to the recipient at the time of disclosure other than through the contractual relationship;

(ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;

(iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the information;

(iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

(v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

No restriction exists with respect to the use or disclosure of ideas, concepts, know-how or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided under the Agreement.

(d) Grantee shall use the following process when submitting information to the Commonwealth it believes to be confidential or proprietary information or trade secrets:
(i) Prepare and submit an un-redacted version of the document;

(ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. Grantee shall use a redaction program that permanently and irreversibly redacts information; and

(iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:

   (1) the attached material contains confidential or proprietary information or trade secrets;

   (2) Grantee is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and

   (3) Grantee is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

(e) Disclosure of Recipient or Beneficiary Information Prohibited. Grantee shall not use or disclose any information about a recipient or beneficiary receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Agreement services for any purpose not connected with the Grantee’s responsibilities, except with consent pursuant to applicable law or regulations. Grantee shall provide all material associated with disclosures of this kind (including the disclosed information) to the Commonwealth prior to the disclosure.

(f) Compliance with Laws. Grantee shall comply with all applicable laws and regulations related to the use and disclosure of information, including information that constitutes Protected Health Information as defined by HIPAA. Grantee shall comply with the terms of the Business Associate Addendum, which is attached as Exhibit A, as well as the requirements set forth in the RFA Part IV, Section IV-6.

(g) Additional Provisions. Additional privacy and confidentiality requirements are specified in the RFA.

(h) Restrictions on Use. All Data and all intellectual property provided to the Grantee or collected or generated by Grantee on behalf of the Commonwealth shall be used only for the work under the Agreement. No Data, intellectual property, Documentation or Developed Works may be used, disclosed, or otherwise opened for access by or to Grantee or any third party unless directly related to and necessary under the Agreement.

26. DATA BREACH OR LOSS.


(a) In addition to the requirements of RFA Part III, Section III-6., Grantee shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329.

(b) For Data and Confidential Information in the possession, custody, and control of Grantee, its employees, agents, subgrantees and subcontractors:

(i) Grantee shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information (“Incident”) to the Department Grant Administrator and the OA-OIT Health and Human Services Delivery Center Chief Security Officer as specified in RFA Part IV, Section IV-6 immediately but no longer than **two hours** of when Grantee knows of or reasonably suspects such Incident, and Grantee must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

(ii) Grantee shall provide timely notice to all individuals that may require notice under applicable law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth’s request, Grantee shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

(iii) Grantee shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.

(c) As to Data and Confidential Information fully or partially in the possession, custody, or control of Grantee and the Commonwealth, Grantee shall diligently perform all duties required in this section in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident and for subsequent action regarding the Incident are made final.

27. **INSURANCE.**

(a) **General.** Grantee shall maintain at its expense and require its agents, contractors and subcontractors and subgrantees to procure and maintain, as appropriate, the following types and amounts of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth:

(i) Workers’ Compensation Insurance for all of Grantee’s employees and those of any subcontractor or subgrantee engaged in performing services in accordance with the *Workers’ Compensation Act*, Act of June 2, 1915, P.L.
(ii) Commercial general liability insurance providing coverage from claims for damages for personal injury, death and property of others, including loss of use resulting from any property damage that may arise from its operations under the Agreement, whether such operation be by Grantee, or any agent, contractor, subgrantee or subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than $500,000 per person and $2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth as an additional insured, as its interests may appear. The insurance shall not contain any endorsements, or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages for the services performed for the Commonwealth.

(iii) Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of $2,000,000, per accident/occurrence/annual aggregate.

(iv) Professional Liability/Errors and Omissions Insurance in the amount of $2,000,000, per accident/occurrence/annual aggregate, covering Grantee, its employees, agents, contractors, subgrantees and subcontractors in the performance of all Services.

(v) Network/Cyber Liability Insurance (including coverage for Professional and Technology-Based Services Liability if not covered under Company’s Professional Liability/Errors and Omissions Insurance) in the amount of $3,000,000, per accident/occurrence/annual aggregate, covering Grantee, its employees, agents, contractors, subgrantees and subcontractors in the performance of all Services.

(vi) Completed Operations Insurance in the amount of $2,000,000, per accident/occurrence/annual aggregate, covering Grantee, its employees, agents, contractors, subgrantees and subcontractors in the performance of all Services.

(vii) Comprehensive crime insurance in an amount of not less than $5,000,000 per claim.

(b) Certificate of Insurance. Prior to commencing Services and annually thereafter, Grantee shall provide the Grant Administrator with a copy of each current certificate of insurance required by this section. These certificates shall contain a
provision that coverages afforded under the policies will not be canceled or changed to cause the coverage to fail to comply with the requirements of this section until at least **15 days** prior written notice has been given to the Commonwealth. Such cancellation or change shall not relieve the Grantee of its continuing obligation to maintain insurance coverage in accordance with this section.

(c) Insurance coverage length. Grantee shall maintain such insurance for the life of the Agreement.

28. CONTRACTOR RESPONSIBILITY PROGRAM.

(a) For the purpose of these provisions, the term Contractor is defined as any person, including, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, Supplies, Services, leased space, construction or other activity, under a contract, grant, lease, Purchase Order or reimbursement agreement with the Commonwealth. The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

(b) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of the Agreement, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its application, a written explanation of why such certification cannot be made.

(c) The Contractor also certifies, in writing, that as of the date of its execution of this Agreement it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

(d) The Contractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
(e) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default.

(f) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the State Office of Inspector General for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor’s suspension or debarment.

(g) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at https://www.dgs.pa.gov/Pages/default.aspx or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

29. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS.

Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of Grantee or its subsidiaries to the Commonwealth against any payments due Grantee under any contract or agreement with the Commonwealth.

30. TAXES-FEDERAL, STATE AND LOCAL.

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-7400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.
31. **LIMITATION OF LIABILITY.**

(a) **General.** Grantee’s liability to the Commonwealth under the Agreement shall be limited to the value of this Agreement including any amendments. This limitation will apply, except as otherwise stated, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:

(i) for bodily injury;

(ii) for death;

(iii) for intentional injury;

(iv) for damage to real property or tangible personal property for which the Grantee is legally liable;

(v) under **Section 35, Patent, Copyright, Trademark and Trade Secret Protection**;

(vi) under **Section 26, Data Breach or Loss**; or

(vii) under **Section 34, Virus, Malicious, Mischievous or Destructive Programming**.

(b) Grantee will not be liable for consequential or incidental damages, except for damages as set forth in paragraphs (a)(i)—(vii), or as otherwise specified in the Agreement.

32. **COMMONWEALTH HELD HARMLESS.**

(a) Grantee shall indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Grantee and its employees and agents under this Agreement, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the **Commonwealth Attorneys Act**, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to Grantee, the Commonwealth will cooperate with all reasonable requests of Grantee made in the defense of such suits.

(b) Neither party shall enter into any settlement without the other party’s written consent, which shall not be unreasonably withheld. The Commonwealth may, in
its sole discretion, allow Grantee to control the defense and any related settlement negotiations.

33. **SOVEREIGN IMMUNITY.**

No provision of the Agreement may be construed to waive or limit the sovereign immunity of the Commonwealth or its governmental sub-units.

34. **VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING.**

(a) Grantee shall be liable for any damages incurred by the Commonwealth if the Grantee or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth’s software or computer systems or networks and has failed to comply with the Commonwealth IT security standards. The Grantee’s liability shall cease if the Commonwealth has not fully complied with its own IT security standards.

(b) Grantee shall be liable for damages incurred by the Commonwealth including the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Grantee’s failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from Grantee or any of its employees, subcontractors, subgrantees or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates.

(c) In the event of destruction or modification of software, Grantee shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth’s software, and be liable to the Commonwealth for any resulting damages.

(d) Grantee shall be responsible for reviewing Commonwealth and Department IT security standards and complying with those standards.

(e) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by Grantee to provide services to the Commonwealth for determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Grantees must immediately disconnect devices found to be out of compliance and Grantee will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.

(f) Grantee may use the anti-virus software used by the Commonwealth to protect its computing devices used in the course of providing services to the Commonwealth. Grantee shall not install the software on any computing device not being used to provide services to the Commonwealth and must remove all
copies of the software from all devices upon termination or expiration of the Agreement.

(g) The Commonwealth will not be responsible for damages to Grantee’s computers, data, or software caused as a result of the installation of the Commonwealth’s anti-virus software or monitoring software on the Grantee’s computers.

35. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION.

(a) Grantee shall hold the Commonwealth harmless from any suit or proceeding that may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, trademarks or trade dress, or for a misappropriation of trade secrets arising out of performance of the Agreement, including all work, services, materials, reports, studies, and computer programs provided by Grantee, and in any such suit or proceeding shall satisfy any final award for such infringement, including costs. The Commonwealth will give Grantee prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the OAG has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, in its sole discretion and under the terms it deems appropriate, may delegate its right of defense. If OAG delegates the defense, the Commonwealth will cooperate with all reasonable requests of Grantee made in the defense of such suits. Grantee shall make no settlement that prevents the Commonwealth from continuing to use the Developed Works without the Commonwealth’s prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any suit or proceeding through counsel of its own choosing. It is expressly agreed by Grantee that, in the event it requests that the Commonwealth provide support to Grantee in defending any such claim, Grantee shall reimburse the Commonwealth for all expenses (including attorneys’ fees, if such are made necessary by the request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, Grantee’s obligation to indemnify ceases. Grantee, at its expense, shall provide whatever cooperation OAG requests in the defense of the suit.

(b) Grantee shall exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. Grantee certifies that, in all respects applicable to the Agreement, it has exercised and shall continue to exercise due diligence to provide that all works produced under Agreement do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind that may be held by third parties. Grantee shall certify that work produced for the Commonwealth shall be free and clear from all claims of any nature.
(c) If the defense of the suit is delegated to Grantee, Grantee shall pay all damages and costs awarded against the Commonwealth. If information and assistance are furnished by the Commonwealth at Grantee’s written request, it shall be at the Grantee’s expense, but the responsibility for such expense shall be only that within Grantee’s written authorization.

(d) If, in Grantee’s opinion, the products, materials, reports, studies, or computer programs furnished are likely to or do become subject to a claim of infringement of a United States patent, copyright, trademark or trade dress, or for a misappropriation of trade secret, then without diminishing Grantee’s obligation to satisfy any final award, Grantee may, at its option and expense:

(i) substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs; or

(ii) obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

(e) If any of the products, materials, reports, studies, or computer programs provided by Grantee in such suit or proceeding are held to constitute infringement and the use or publication is enjoined, Grantee shall, at its own expense and at its option, either procure the right to publish or continue use of the infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

(f) If Grantee is unable to do any of the preceding, Grantee shall pay the Commonwealth:

(i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;

(ii) any license fee less an amount for the period of usage of any software; and

(iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.

(g) Grantee shall have no obligation for:

(i) modification of any product, service, or deliverable provided by the Commonwealth;

(ii) any material provided by the Commonwealth to Grantee and incorporated into, or used to prepare, a product, service, or deliverable;

(iii) use of the product, service, or deliverable in other than its specified operating environment;
the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by Grantee as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that Grantee did not provide;

(v) infringement of a non-Grantee product alone;

(vi) the Commonwealth’s distribution, marketing or use beyond the scope contemplated by the Agreement; or

(vii) the Commonwealth’s failure to use corrections or enhancements made available to the Commonwealth by Grantee at no charge.

(h) The obligation to indemnify the Commonwealth shall be the Contractor’s sole and exclusive obligation for the infringement or misappropriation of intellectual property.

36. AGREEMENT CONSTRUCTION.

The provisions of the Agreement shall be construed in accordance with all applicable laws and regulations of the Commonwealth. Grantee has and shall continue to abide by the intellectual property laws and regulations of the United States of America.

37. USE OF GRANTEE AND THIRD PARTY PROPERTY.

(a) Definitions.

(i) “Grantee Property” refers to Grantee-owned tangible and intangible property.

(ii) “Third Party” refers to a party that licenses its property to Grantee for use under the Agreement.

(iii) “Third Party Property” refers to property licensed by Grantee for use in its work under the Agreement.

(b) Grantee Property shall remain the sole and exclusive property of Grantee. Third Party Property shall remain the sole and exclusive property of the Third Party. The Commonwealth acquires rights to the Grantee Property and Third Party Property as set forth in the Agreement.

(i) Where the Grantee Property or Third Party Property is integrated into the Services, which are not Developed Works, or Grantee Property is otherwise necessary for the Commonwealth to attain the full benefit of the Services
under the terms of the Agreement, Grantee grants to the Commonwealth a non-exclusive, fully-paid up, worldwide license to use Grantee Property as necessary to meet the Agreement requirements, including the rights to reproduce, distribute, publicly perform, display and create derivative works of Grantee Property. These rights are granted for a duration and to an extent necessary to meet the Agreement requirements. If Grantee requires a separate license agreement, such license terms shall include these rights, be acceptable to the Commonwealth and include the applicable provisions set forth in these terms at Exhibit B, Software/Services License Requirements Agreement Template.

(ii) If Third Party Property is integrated into the services, which are not Developed Works, or the Third Party Property is otherwise necessary for the Commonwealth to attain the full benefit of the services under the terms of the Contract, Grantee shall gain the written approval of the Commonwealth prior to the use of the Third Party Property or the integration of the Third Party Property into the Services. Third Party Property approved by the Commonwealth is licensed to the Commonwealth as necessary to meet the Agreement requirements.

(iii) If the Third Party requires a separate license agreement, the license terms shall be acceptable to the Commonwealth and include the applicable provisions set forth in these terms at Exhibit B, Software/Services License Requirements Agreement Template.

(iv) If the use or integration of the Third Party Property is not approved in writing under this section, the Third Party Property shall be deemed to be licensed under paragraph (b)(i).

(v) If the Agreement expires or is terminated for default pursuant to subsection 22(c) before the Agreement requirements are complete, all rights are granted for a duration and for purposes necessary to facilitate Commonwealth’s or a Commonwealth-approved vendor’s completion of the Services or Developed Works under the Agreement. Grantee, in the form used by Grantee in connection with the Services or Developed Works, shall deliver to Commonwealth the object code version of such Grantee Property, the Third Party Property and associated licenses immediately prior to such expiration or termination to allow the Commonwealth to complete such work.

(vi) Where third party users are reasonably anticipated by the Agreement, all users are granted the right to access and use Grantee Property for the purposes of and within the scope indicated in the Agreement.

(c) The Commonwealth will limit its agents and contractors’ use and disclosure of the Grantee Property as necessary to perform work on behalf of the Commonwealth.
(d) The parties agree that the Commonwealth, by acknowledging Grantee Property, does not agree to any terms and conditions of the Grantee Property agreements that are inconsistent with or supplemental to the Agreement.

(e) Reports. When a report is provided under the Agreement, but was not developed specifically for the Commonwealth, the ownership of the report will remain with Grantee; provided, that the Commonwealth has the right to use, copy and distribute the report within the executive agencies of the Commonwealth.

38. USE OF COMMONWEALTH PROPERTY.

“Commonwealth Property” refers to Commonwealth-owned Software, Data and property including intellectual property and third party owned Software and property including intellectual property licensed to the Commonwealth.

(a) Confidentiality of Commonwealth Property. All Commonwealth Property provided to Grantee or collected or generated by Grantee on behalf of the Commonwealth shall be considered confidential information under Section 25, Confidentiality, Privacy, and Compliance.

(b) License grant and restrictions. During the Agreement term, the Commonwealth grants to Grantee, its subgrantees and its subcontractors for the limited purpose of providing the Services under this Agreement, a limited, nonexclusive, nontransferable, royalty-free right subject to the terms of any third party agreement to which the Commonwealth is a party to access, use, reproduce, and modify Commonwealth Property in accordance with the terms of the Agreement. The Commonwealth’s license to Grantee is limited by the Agreement terms.

(i) Grantee assigns to the Commonwealth its rights, if any, in any derivative works resulting from Grantee’s modification of Commonwealth Property. Grantee shall execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976, as amended.

(ii) Grantee, its subgrantees or its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Property. Commonwealth represents that it has the authority to provide the license grant and rights set forth in this section.

(c) Reservation of rights. All rights not expressly granted to Grantee are reserved by the Commonwealth.

(d) Termination of Commonwealth license grant.
(i) Rights Cease. Upon the expiration or termination of Grantee’s obligation to provide the Services under the Agreement, all rights granted to Grantee under this section shall immediately cease.

(ii) Return Commonwealth Property. Grantee shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Property including any related source code then in Grantee’s possession or under its control in the form in use as of the effective date of the expiration or termination (except that Commonwealth Data shall be turned over in a form acceptable to the Commonwealth).

(iii) List of utilized Commonwealth Property/Destruction. Within 15 days after termination or expiration, Grantee shall provide the Commonwealth with a current copy of the list of Commonwealth Property in use as of the date of the expiration or termination. Concurrently, Grantee shall destroy or erase all other copies of the Commonwealth Software in Grantee’s possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, that Grantee may retain one archival copy of such Commonwealth Software, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

(e) Effect of license grant termination. Grantee shall refrain from manufacturing, copying, marketing, distributing or using any Commonwealth Software or any other work which incorporates the Commonwealth Software.

(f) Commonwealth Property Protection.

(i) Grantee acknowledges Commonwealth’s exclusive right, title and interest, including copyright and trademark rights, in and to Commonwealth Data, Commonwealth Software and the Developed Works of the Agreement, and Grantee shall not, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Data, Commonwealth Software or the Developed Works without Commonwealth’s written consent, which consent may be withheld by the Commonwealth for any reason.

(ii) Grantee shall not, in any manner, represent that it has any ownership interest in the Commonwealth Data, Commonwealth Software or Developed Works.

39. OWNERSHIP OF DEVELOPED WORKS.

Unless otherwise specified in the Agreement, ownership of all Developed Works shall be in accordance as set forth in this section.
(a) Rules for usage for Developed Works.

(i) Property of Grantee. If Developed Works modify, improve, contain, or enhance application software programs or other materials generally licensed by Grantee, then such Developed Works shall be the property of the Grantee, and Grantee grants to the Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license to include source code and relevant documentation in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute such Developed Works.

(1) For purposes of distribution under the license granted by this section, the Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education including any of its universities, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania.

(2) If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government and the federal government.

(ii) Property of Commonwealth/licensor. If the Developed Works modify, improve or enhance application software or other materials not licensed to the Commonwealth by Grantee, the modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor.

(b) Copyright Ownership.

(i) Works made for hire; general. Except as indicated in paragraph (a)(i), Developed Works developed as part of the scope of work for the Project, including Developed Works developed by subcontractors or subgrantees, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the Copyright Act of 1976, as amended, 17 United States Code.

(ii) Assignment. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Grantee shall assign and, upon their authorship or creation, expressly and automatically assigns, all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Grantee shall have its subcontractors and subgrantees assign, and upon their authorship or
creation, expressly and automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth.

(iii) **Rights to Commonwealth.** Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works.

(iv) **Subcontracts.** Grantee shall include the requirements of this section in any subcontract or other agreement with third parties who in any way participate in the creation or development of Developed Works.

(v) **Completion or termination of Agreement.** Upon Agreement expiration or termination, Developed Works or completed portions thereof, shall immediately be delivered by Grantee to the Commonwealth.

(vi) **Warranty of noninfringement.** Grantee represents and warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of a third party and are in conformance with the intellectual property laws and regulations of the United States.

(c) **Patent ownership.** Grantee and its subgrantees and subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by Grantee during the performance of this Agreement. Grantee shall grant to the Commonwealth a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Grantee, its subgrantees or its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth agrees that any third party disclosure will not confer any license to such Patentable Items.

(d) **Federal government interests.** The Agreement is partially funded by the federal government and the rights to Developed Works or Patentable Items are subject to government rights as set forth in 37 C.F.R. § 401, 42 C.F.R. § 443.112, 45 C.F.R. § 95.617, and other applicable law and regulations.

(e) **Usage rights.** Except as otherwise covered by this section, either party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques relating to the Services.
Grantee’s copyright notice obligations. Grantee shall affix the following Copyright Notice to the Developed Works and all accompanying documentation: “Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved.” This notice shall appear on all versions of the Developed Works delivered and any associated documentation. It shall also be programmed into all Developed Works so that it appears at the beginning of all visual displays of Developed Works.

40. SOURCE CODE AND ESCROW ITEMS OBLIGATIONS.

(a) Source code. Simultaneously with delivery of the Developed Works, Grantee shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works.

(b) Escrow. To the extent that Developed Works or perpetually-licensed software include application software or other materials generally licensed by the Grantee, Grantee shall place in escrow with an escrow agent copies of the most current version of the source code for the software that is included as a part of the services, including all updates, improvements, and enhancements.

(c) Escrow agreement. An escrow agreement must be executed by the parties, with terms acceptable to the Commonwealth, prior to deposit of any source code into escrow.

(d) Obtaining source code. Upon the occurrence of any event or circumstance that demonstrates with reasonable certainty Grantee’s inability or unwillingness to fulfill its Agreement obligations, Commonwealth shall be able to obtain the source code of the then-current source codes related to Developed Works and any Grantee Property placed in escrow from the escrow agent.

41. LOCATION, STATUS AND DISPOSITION OF DATA.

Unless the RFA specifies otherwise:

(i) All Data must be stored within the United States;

(ii) Grantee shall maintain the privacy, security and integrity of Data in the Grantee’s or its subgrantees or subcontractors’ possession;

(iii) All Data shall be provided to the Commonwealth upon request, in a form acceptable to the Commonwealth and at no cost;

(iv) Any Data shall be destroyed by Grantee at the Commonwealth’s request; and
(v) Grantee shall maintain all Data for litigation or public records purposes at the Commonwealth’s request, and in accordance with the security, privacy and accessibility requirements of the Agreement.

42. PUBLICATION RIGHTS AND COPYRIGHTS.

(a) Except as otherwise provided in Section 39, Ownership of Developed Works, Grantee shall not publish the results of the work without prior written permission of the Commonwealth. The Grantee shall include in the publication the following: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania.” Grantee shall not include in the documentation any copyrighted matter, unless the Grantee provides the Commonwealth with written permission of the copyright owner.

(b) Except as otherwise provided in the Agreement, the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Agreement.

43. CHANGE OF OWNERSHIP OR INSOLVENCY.

If Grantee changes ownership for any reason, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of the Agreement with Grantee or its successors or assigns, continuing under the terms and conditions of the Agreement with Grantee or its successors or assigns for such period of time as necessary to replace the Services, reports, or computer programs, or immediately terminating the Agreement. Nothing in this section limits the Commonwealth’s exercise of any rights under Section 22, Termination.

44. OFFICIALS NOT TO BENEFIT.

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under the Agreement shall participate in any decision relating to the Agreement that affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in Agreement.

45. COMPLIANCE WITH LAWS.

(a) Grantee shall comply with all federal, state and local laws, regulations and policies applicable to its Services including all statutes, regulations and rules that are in effect as of the Agreement effective date and shall procure at its expense all licenses and permits necessary for the fulfillment of its obligation.
(b) If any existing law, regulation or policy is changed or if any new law, regulation or policy is enacted that affects the services provided under the Agreement, the Parties shall use the process specified in RFA Part III, Section III-6.A and may modify this Agreement, via Section 21, Changes, to the extent reasonably necessary to bring Services in full compliance with such laws, regulations and policies.

46. **THE AMERICANS WITH DISABILITIES ACT.**

During the term of this Agreement, Grantee shall:

(a) Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R.§ 35.101, et seq., Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Agreement or from activities provided for under this Agreement. As a condition of accepting and executing the Agreement, Grantee 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 agreements with outside grantees.

(b) Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Grantee’s failure to comply with the provisions of subsection (a).

47. **EXAMINATION OF RECORDS.**

(a) Grantee shall maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Agreement to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed.

(b) Grantee shall make available at its offices at all reasonable times, and upon reasonable written notice, during the term of the Agreement and the period set forth in subsection (c), any of the records for inspection, audit, or reproduction by any authorized Commonwealth or federal representative. To the extent allowed by applicable laws or regulations, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in Section 25, Confidentiality, Privacy and Compliance.

(c) Grantee shall preserve and make available its records in accordance with RFA Part III, Section III-6.I. and Exhibit D DHS Addendum to the Standard Term and Conditions, Audit Clause C.
The provisions of this section shall be applicable to and included in each subcontract and subgrant.

48. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA

(a) Grantee certifies and warrants that Grantee is and shall remain compliant with all applicable state and federal laws, regulations and policies regarding the protection of the information.

(b) The requirements of this section are in addition to and not in lieu of other Agreement requirements having to do with data privacy and security, including the requirement that Grantee comply with all applicable Commonwealth ITPs.

49. FEDERAL REQUIREMENTS.

If applicable, Grantee must receive and sign off on particular federal requirements that a Department may be required to include when utilizing federal funds to procure the services. This sign-off document will include a description of the required federal provisions, with the applicable forms necessary for Grantee to execute. Every sign-off document completed by the Department and signed by at least one signatory authorized to bind Grantee integrated and incorporated by reference into the Agreement.

50. ADDITIONAL FEDERAL PROVISIONS.

Additional provisions may be incorporated into the Agreement pursuant to federal law, regulation or policy.

51. ENVIRONMENTAL PROTECTION.


52. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

Grantee shall:

(a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement, subgrant or subcontract, Grantee, each subgrantee and subcontractor, or any person acting on behalf of the Grantee or subgrantee or subcontractor shall not discriminate by
reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act (PHRA)* and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(b) Neither Grantee nor any subgrantee or subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Agreement.

(c) Neither Grantee nor any subgrantee or subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the Agreement.

(d) Neither Grantee nor any subgrantee or subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act, Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts’ enforcement, and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.

(e) Grantee and each subgrantee and subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Agreement services are performed shall satisfy this requirement for employees within an established work site.

(f) Grantee and each subgrantee and subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor, subgrantee or supplier who is qualified to perform the work to which the Agreement relates.

(g) Grantee and each subgrantee and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. Grantee and each subgrantee and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1")
with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Grantee and each subgrantee and subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the Department and DGS Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

(h) Grantee shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract and subgrant so that those provisions applicable to subcontractors and subgrantees will be binding upon each subcontractor or subgrantee.

(i) Grantee’s and each subgrantee’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the Effective Date of the Agreement through the termination date thereof. Accordingly, Grantee and each subgrantee and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

(j) The Commonwealth may cancel or terminate the Agreement and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Department may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

53. **GRANTEE INTEGRITY PROVISIONS.**

It is essential that those who seek agreements with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

(a) **Definitions.** For purposes of these Grantee Integrity Provisions, the following terms shall have the meanings found in this section:

(i) “Affiliate” means two or more entities where (a) a parent entity owns more than 50 percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than 50 percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
(ii) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

(iii) “Grantee” means the individual or entity, that has entered into the Agreement with the Commonwealth.

(iv) “Grantee Related Parties” means any affiliates of Grantee and the Grantee’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

(v) “Financial Interest” means either:

1. Ownership of more than a five percent interest in any business; or

2. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

(vi) “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code § 7.153(b), shall apply.

(vii) “Non-bid Basis” means an agreement awarded or executed by the Commonwealth with Grantee without seeking bids or applications from any other potential bidder or applicant.

(b) In furtherance of this policy, Grantee agrees to the following:

(i) Grantee shall maintain the highest standards of honesty and integrity during the performance of the Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Grantee or that govern contracting or procurement with the Commonwealth.

(ii) Grantee shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Grantee activity with the Commonwealth and Commonwealth employees and which is made known to all Grantee employees. Posting these Grantee Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Agreement services are performed shall satisfy this requirement.
(iii) Grantee, its Affiliates, agents, employees and anyone in privity with Grantee shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this Agreement.

(iv) Grantee shall not have a financial interest in any other contractor, subcontractor, subgrantee or supplier providing services, labor, or material under the Agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee’s financial interest prior to Commonwealth execution of the Agreement. Grantee shall disclose the financial interest to the Commonwealth at the time of application submission, or if no applications are solicited, no later than Grantee’s submission of the Agreement signed by Grantee.

(v) Grantee certifies to the best of its knowledge and belief that within the last five years, Grantee or Grantee Related Parties have not:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
2. been suspended, debarred or otherwise disqualified from entering into any contract or agreement with any governmental agency;
3. had any business license or professional license suspended or revoked;
4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
5. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Grantee cannot so certify to the above, then it must submit along with its application or Agreement a written explanation of why such certification cannot be made and the Commonwealth will determine whether an agreement may be entered into with the Grantee. The Grantee’s obligation pursuant to this certification is ongoing from and after the Effective Date of the Agreement through the termination date.
thereof. Accordingly, the Grantee shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the Agreement it becomes aware of any event that would cause Grantee’s certification or explanation to change. Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the Agreement for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the Agreement.

(vi) Grantee shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa. C.S. § 13A01, et seq.) regardless of the method of award. If this Agreement was awarded on a Non-bid Basis, Grantee must also comply with the requirements of the Section 1641 of the *Pennsylvania Election Code* (25 P.S. § 3260a).

(vii) When Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor’s Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Grantee shall immediately notify the Commonwealth Grand Administrator or the State Office of Inspector General in writing.

(viii) Grantee, by submission of its application and/or execution of the Agreement and by the submission of any bills, invoices or requests for payment pursuant to the Agreement, certifies and represents that it has not violated any of these Grantee Integrity Provisions in connection with the submission of the application, during any agreement negotiations or during the term of the agreement, to include any extensions thereof. Grantee shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Grantee Integrity Provisions. Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the State Office of Inspector General for investigations of the Grantee’s compliance with the terms of this or any other agreement between Grantee and the Commonwealth that results in the suspension or debarment of Grantee. Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee’s suspension or debarment.

(ix) Grantee shall cooperate with the State Office of Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions. Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. Grantee, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the State Office of
Inspector General to Grantee's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Grantee's business or financial records, documents or files of any type or form that refer to or concern the Agreement. Grantee shall incorporate this subsection in any agreement, contract or subcontract it enters into in the course of the performance of the Agreement solely for the purpose of obtaining subcontractor or subgrantee compliance with this provision. The incorporation of this provision in a subcontract or subgrant shall not create privity of contract between the Commonwealth and any such subcontractor or subgrantee, and no third party beneficiaries shall be created thereby.

For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this Agreement and any other agreement with Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under the Agreement, and debar and suspend Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one of these shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

Grantee and the Commonwealth recognize that in actual economic practice, overcharges by Grantee’s suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound, Grantee assigns to the Commonwealth all rights, title, and interest in and to any claims Grantee now has or may acquire under state and federal antitrust laws relating to the goods and services provide under the Agreement.

WARRANTIES.

Except as otherwise set forth in the Agreement, Grantee warrants that the Services and Developed Works shall conform in all material respects to the functional specifications for the services and Developed Works and the Agreement requirements. The warranty period for the services and Developed Works shall be 90 days from final acceptance. If third-party services, supplies or Developed Works are subject to a warranty that exceeds 90 days from final acceptance, the longer warranty period shall apply. Grantee shall correct any non-conformity within the specified warranty period.

Disruption. Grantee represents and warrants to the Commonwealth that the Grantee shall not cause, or take any action that, directly or indirectly, may cause a disruption of the Commonwealth’s operations.
(b) **Nonconformity.** In the event of any nonconformity with warranties, the Commonwealth will provide written notification of such nonconformity to Grantee and Grantee, at no cost to the Commonwealth, shall within **10 days’** notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the service requirements and the functional specifications of the Developed Works. Grantee shall have no obligation with respect to nonconformities arising out of:

(i) Modifications to Developed Works made by the Commonwealth;

(ii) Use of the Developed Works not in accordance with the applicable documentation or specifications;

(iii) Failure by the Commonwealth to implement any corrections or enhancements made available by Grantee;

(iv) Combination of the Developed Works with any items not supplied or approved by Grantee; or

(v) Failure of any software licensed under a separate license agreement to conform to its specifications or documentation.

(c) **Industry standards.** Grantee represents and warrants to the Commonwealth that the services shall be performed in accordance with industry standards using the utmost care and skill.

(d) **Right to perform.** Grantee represents and warrants to the Commonwealth that Grantee has the necessary legal rights, including licenses to third party products, tools or materials, to perform the services and deliver the Developed Works under the Agreement.

(e) **Sole warranties.** THE EXPRESS WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

56. **LIQUIDATED DAMAGES.**

(a) Grantee agrees to the delivery and acceptance requirements of the Agreement. If a due date is not met, the delay will interfere with the Commonwealth’s program. If any such delay occurs, it would be impractical and extremely difficult to establish the actual damage for which Grantee is the material cause. The Commonwealth and Grantee agree that in the event of any such delay, the amount of damage shall be the amount set forth in this section and in RFA Part III, Section III-8 and agree that Grantee shall pay such amount as liquidated damages,
not as a penalty. Such liquidated damages are in lieu of all other damages arising from a delay.

(b) The amount of liquidated damages shall be as set out in RFA Part III, Section III-8. For liquidated damages applicable to late submissions, the Department will assess damages for each calendar day until the date on which the Grantee meets the requirements for the deliverable, up to a maximum of 30 days.

(c) If, at the end of the 30-day period specified in subsection (b), Grantee still has not met the requirements for the deliverable associated with the due date, the Commonwealth, at no additional expense and at its option, may either:

(i) Immediately terminate the Agreement in accordance with Subsection 22(c) and with no opportunity to cure; or

(ii) Order Grantee to continue with no decrease in effort until the work is completed in accordance with the Agreement and accepted by the Commonwealth or until the Commonwealth terminates the Agreement. If the Agreement is continued, any liquidated damages will also continue until the work is completed.

(d) At the end of a calendar month, or at such other time(s) as identified in the Agreement, liquidated damages shall be paid by Grantee and collected by the Commonwealth by:

(i) Deducting the amount from the invoices submitted under the Agreement or any other agreement Grantee has with the Commonwealth;

(ii) Collecting the amount through the performance security, if any; or

(iii) Billing Grantee as a separate item.

57. SERVICE LEVELS.

(a) Grantee shall comply with the procedures and requirements of the Performance Standards set forth in RFA Part III, Section III-8 and the Agreement.

(b) For the expressly defined Performance Standards, Grantee shall measure and report its performance against these standards on at least a monthly basis, except as may otherwise be agreed between the parties. Regardless of the presence or absence of expressly defined Performance Standards, any failure to adequately or timely perform a service may result in consequences, up to and including termination.

(c) The Commonwealth’s acceptance of any financial credit incurred by Grantee in favor of the Commonwealth for a Performance Standard shall not bar or impair
the Commonwealth’s rights and remedies in respect to the failure or root cause as set forth elsewhere in the Agreement, including other claims for liquidated damages, injunctive relief and termination rights; provided the credits paid would be credited against any such claims for damages.

58. **FORCE MAJEURE.**

(a) Neither party will incur any liability to the other if its performance of its obligations under the Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party’s control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics, pandemics and quarantines, general strikes throughout the trade, and freight embargoes.

(b) Grantee shall notify the Commonwealth orally within five days and in writing within 10 days of the date on which Grantee becomes aware, or should have reasonably become aware, that such cause prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. Grantee shall have the burden of proving that such cause(s) delay or prevent its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Agreement, or to extend the time for performance as reasonably necessary to compensate for the Grantee’s delay.

(c) In the event of a declared emergency by a competent governmental authority, the Commonwealth by notice to Grantee may suspend all or a portion of the Agreement.

59. **NOTICE.**

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.

60. **RIGHT-TO-KNOW LAW.**

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(a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, as amended, ("RTKL") applies to Agreement. For the purpose of this section, the term “the Commonwealth” shall refer to the Department.

(b) If the Commonwealth needs Grantee’s assistance in any matter arising out of the RTKL that is related to the Agreement, it shall notify Grantee using the legal contact information provided in the Agreement. Grantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

(c) Upon written notification from the Commonwealth that it requires Grantee’s assistance in responding to a request under the RTKL for information that may be in Grantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee shall:

(i) Provide the Commonwealth, within 10 days after receipt of written notification, access to, and copies of, any document or information in its possession arising out of the Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

(ii) Provide such other assistance as the Commonwealth may reasonably request, to comply with the RTKL with respect to the Agreement.

(d) If the Grantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee considers exempt from production under the RTKL, Grantee must notify the Commonwealth and provide, within seven days of receiving the written notification, a written statement signed by a Grantee representative explaining why the Requested Information is exempt from disclosure under the RTKL.

(e) The Commonwealth will rely upon the Grantee’s written statement in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee shall provide the Requested Information within five business days of receipt of written notification of the Commonwealth’s determination.

(f) If Grantee fails to provide the Requested Information within the time period required, Grantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee’s failure, including any statutory damages assessed against the Commonwealth.
(g) The Commonwealth will reimburse Grantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

(h) Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records or in the Pennsylvania Courts; however, Grantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee’s challenge, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL.

(i) Grantee’s duties relating to the RTKL are continuing duties that survive the expiration or termination of the Agreement and shall continue as long as Grantee has Requested Information in its possession.

61. GOVERNING LAW.

The Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in Section 24, Contract Controversies, Commonwealth and Grantee agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Agreement and resolution thereof. Any legal action relating to the Agreement must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

62. CONTROLLING TERMS AND CONDITIONS.

The terms and conditions of the Agreement shall be the exclusive terms of agreement between Grantee and the Commonwealth. Other terms and conditions or additional terms and conditions included or referenced in the Grantee’s website, quotations, invoices, business forms, click-through agreements, or other documentation shall not become part of the Agreement and shall be disregarded by the parties, unenforceable by Grantee and not binding on the Commonwealth.

63. SMALL DIVERSE BUSINESS/SMALL BUSINESS COMMITMENT.

Grantee shall meet and maintain the commitments to small diverse businesses in SDB/SB Submittal of its application. Any proposed change to an SDB/SB commitment must be submitted to the DGS BDISBO, who will make a recommendation as to a course of action to the Grant Administrator. Grantee shall complete the Prime Contractor’s
Quarterly Utilization Report and submit it to the Grant Administrator and BDISBO within 10 business days at the end of each calendar quarter that the Agreement is in effect.

64. POST-CONSUMER RECYCLED CONTENT; RECYCLED CONTENT ENFORCEMENT.

Except as specifically waived by the DGS in writing, any products that are provided to the Commonwealth as a part of the performance of the Agreement must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Grantee may be required, after delivery of Agreement item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

65. SURVIVAL.

Sections 24, 25, 26, 30, 31, 32, 34, 35, 38, 39, 40, 41, 42, 45, 47, 48, 55, 59, 60, 61 and 65 and any right or obligation of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration shall survive the expiration or termination of the Agreement.
EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA
BUSINESS ASSOCIATE ADDENDUM

Health Insurance Portability and Accountability Act (HIPAA) Compliance


WHEREAS, Business Associate will receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI shall be handled, used or disclosed only in accordance with this Business Associate Addendum (BAA), the Underlying Agreement and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

   (a) “Business Associate” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.

   (b) “Business Associate Addendum” or “BAA” shall mean this Exhibit A.

   (c) “Covered Entity” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.


“Privacy Rule” shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.

“Protected Health Information” or “PHI” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance. PHI includes information that identifies or can be used to identify a current or former applicant or recipient of benefits or services of Covered Entity or Covered Entity’s Business Associates.


“Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

2. Changes in Law.

Business Associate shall comply with any changes in the HIPAA Rules by the compliance date established by any such changes and will provide the Covered Entity with written certification of such compliance.

3. Stated Purposes for Which Business Associate May Use or Disclose PHI.

Except as otherwise limited in this BAA, Business Associate shall be permitted to use and disclose PHI provided by or obtained by or obtained on behalf of Covered Entity to perform those functions, activities, or services on behalf of Covered Entity to provide IEB services as required by the Agreement, provided that such use or disclosure would not violate the HIPPA Rules if done by Covered Entity. Business Associate shall make uses, disclosures and requests for PHI consistent with Covered Entity’s minimum policies and procedures.

4. Additional Purposes for Which Business Associate May Use or Disclose Information.

Business Associate shall not use or disclose PHI provided by, or created or obtained on behalf of Covered Entity for any other purposes except as required by law. Business Associate shall not use PHI to de-identify the information in accordance with 45 CFR §
(a)—(c) without the Covered Entity’s express written authorization(s). Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

5. Business Associate Obligations.

(a) **Limits on Further Use and Disclosure.** Business Associate shall not further use or disclose PHI provided by or created or obtained on behalf of Covered Entity other than as permitted or required by this BAA or as required by law and agency guidance.

(b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this BAA and that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity as required by Subpart C of 45 CFR Part 164. Appropriate safeguards shall include implementing:

(i) administrative safeguards required by 45 CFR § 164.308;

(ii) physical safeguards as required by 45 CFR § 164.310;

(iii) technical safeguards as required by 45 CFR § 164.312; and

(iv) policies and procedures and document requirements as required by 45 CFR § 164.316.

(c) **Training and Guidance.** Business Associate shall provide annual training to relevant subgrantees, subcontractors, employees, agents and representatives on how to prevent the improper use or disclosure of PHI. Business Associate shall comply with annual guidance on the most effective and appropriate technical safeguards issued by the Secretary of U.S. Department of Health and Human Services.

(d) **Reports of Improper Use or Disclosure or Breach.** Business Associate shall notify the Grant Administrator and the OA Health and Human Services Delivery Center Chief Security Officer immediately but no longer than two hours of when Business Associate knows of or reasonably suspects the unauthorized access, use, release, loss, or disclosure of PHI. Business Associate shall provide the Grant Administrator and the OA Health and Human Services Delivery Center Chief Security Officer the notification required by 45 CFR § 164.401 within two days of discovery of any use or disclosure of PHI not provided for or allowed by this BAA, including breaches of unsecured PHI. Such notification shall be written and shall include the identification of each individual whose unsecured PHI has
been or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. Business Associate shall furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 CFR § 164.404(c) at the time of Business Associate’s notification to Covered Entity or promptly thereafter as such information becomes available. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the first day on which it is known to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

(e) If any of Business Associate’s employees, agents, subgrantees, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of Covered Entity, or any derivative de-identified information, Business Associate shall provide such employees, agents, contractors, subcontractors and representatives with training on Business Associate’s procedures for compliance with the HIPAA Rules. If any of its employees, agents, subgrantees, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of Covered Entity, or any derivative de-identified information in a manner not provided for in this BAA, Business Associate shall sanction or prevent access to any PHI for those employees, agents, subgrantees, subcontractors and representatives any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Use or disclosure of PHI in a manner contrary to the terms of this BAA shall constitute a material breach of the Agreement.

(f) Contractors, Subcontractors, Agents and Representatives. In accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), if applicable, Business Associate shall require that any subgrantees, subcontractors, agents and representatives that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. The existence of any subgrantees, subcontractors, agents and representatives shall not change the obligations of Business Associate under this BAA.

(g) Reports of Security Incidents. Business Associate shall notify, in writing, the Grant Administrator and the OA Health and Human Services Delivery Center Chief Security Officer and Grant Administrator immediately but no longer than two hours of discovery of any Security Incident at the time it becomes aware and promptly thereafter as such information becomes available.

(h) Right of Access to PHI. Business Associate shall allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual’s PHI within five business days of receiving a written request from the Covered Entity or an authorized individual in accordance with the
HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its subgrantees, subcontractors, agents or representatives, access to PHI, Business Associate shall notify Covered Entity of same within five business days. Business Associate shall further conform with and meet all of the requirements of 45 CFR § 164.524.

(i) **Amendment and Incorporation of Amendments.** Within five business days of receiving a request from Covered Entity or from the individual for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 CFR § 164.526. If an individual requests an amendment from Business Associate or its subgrantees, subcontractors, agents or representatives, Business Associate shall notify Covered Entity of same within five business days.

(j) **Provide Accounting of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI in accordance with 45 CFR § 164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after a date that is six years prior to the request. Business Associate shall make such record available to the individual or the Covered Entity within five business days of a request for an accounting of disclosures and in accordance with 45 CFR § 164.528.

(k) **Requests for Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations and is not for treatment purposes, and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rules, as amended, and other applicable statutory and regulatory requirements and agency guidance.

(l) **Access to Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity and the Secretary of U.S. Department of Health and Human Services or designee.

(m) **Return or Destruction of PHI.** At termination or expiration of the Agreement. Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI after termination or expiration of the Agreement. If return or destruction of the PHI is not feasible, Business Associate shall extend the protections of this
BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.

(n) **Maintenance of PHI.** Business Associate and its subgrantees, subcontractors, agents and representatives shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under subsection 5(j) of this BAA for a period of six years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.

(o) **Mitigation Procedures.** Business Associate shall establish and provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the HIPAA Rules. Business Associate shall mitigate any harmful effect known to Business Associate from a use or disclosure of PHI by Business Associate in violation of this BAA, the Privacy Rule or agency guidance.

(p) **Sanction Procedures.** Business Associate shall develop and implement a system of sanctions for any subgrantee, subcontractor, employee, agent and representative who violates this BAA or the HIPAA Rules.

(q) **Application of Civil and Criminal Penalties.** Business Associate shall be subject to all civil and criminal Penalties under the HIPAA Rules for a violation of any provision contained in the HIPAA Rules.

(r) **Breach Notification.** Business Associate shall comply with the Breach notification requirements of 45 CFR Part 164 and the Agreement. In the event of a Breach requiring indemnification in accordance with subsection 5(w), Covered Entity may elect to directly comply with Breach notification requirements or require Business Associate to comply with all Breach notifications requirements of 45 CFR Part 164 on behalf of Covered Entity. If Covered Entity requires Business Associate to comply with Breach notification requirements, Business Associate shall provide Covered Entity with a detailed weekly written report, starting one week following discovery of the Breach. The report shall include, at a minimum, Business Associate’s progress regarding Breach notification and mitigation of the Breach. If Covered Entity elects to directly meet the requirements of 45 CFR Part 164, Business Associate shall be financially responsible to Covered Entity for all resulting costs and fees incurred by Covered Entity, including labor, materials, and supplies. Covered Entity may at its sole option:

(i) Offset amounts otherwise due and payable to Business Associate under the Agreement; or
(ii) Seek reimbursement of or direct payment to a third party of Covered Entity’s costs and fees incurred.

Business Associate shall make payment to Covered Entity (or a third party as applicable) within 30 days from the date of Covered Entity’s written notice to Business Associate.

(s) **Grounds for Breach.** Any non-compliance by Business Associate with this BAA or the HIPAA Rules will automatically be a breach of the Agreement.

(t) **Termination by Commonwealth.** The Covered Entity may terminate this BAA or the Agreement if the Commonwealth determines, in its sole discretion that the Business Associate has violated a material term of this BAA.

(u) **Failure to Perform Obligations.** If Business Associate including its subgrantees, subcontractors, agents and representatives fails, to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable law.

(v) **Privacy Practices.** The Covered Entity will provide, and Business Associate shall immediately begin using and distributing to clients, any applicable form, including any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the Effective Date of the Agreement, or as otherwise designated by the Covered Entity. The Covered Entity may change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 calendar days from the date of notice of the change.

(w) **Indemnification.** Business Associate shall indemnify, defend and hold harmless Covered Entity from and all claims and actions, whether in law or equity, resulting from Business Associate’s Breach or other violation of the HIPAA Rules (this includes but is not limited to Breach and violations by Business Associate’s subgrantees, subcontractors, employees, agents and representatives). Business Associate shall reimburse Covered Entity for any civil monetary penalties imposed on Covered Entity as a result of a Breach or violation cognizable under this subsection 5(v).

6. **Obligations of Covered Entity.**

(a) **Provision of Notice of Privacy Practices.** Covered Entity will provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520 as well as changes to such notice.
(b) **Permissions.** Covered Entity will provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate’s permitted or required uses and disclosures.

(c) **Restrictions.** Covered Entity will notify Business Associate of any restrictions to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

7. **Survival.**

The requirements, rights and obligations created by this BAA shall survive the termination or expiration of the Agreement.

[Remainder of page intentionally left blank.]
EXHIBIT B

SOFTWARE/SERVICES LICENSE REQUIREMENTS AGREEMENT

This Software/Services License Requirements Agreement ("Agreement") by and between [Licensor] and the Commonwealth of Pennsylvania, acting by and through the Department of Human Services (Commonwealth) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth procurement procedures have been obtained.

1. Order of Precedence.

   The terms and conditions of this Agreement supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached [insert exhibits that are to be made part of this Agreement]. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any quote, purchase order, terms of any shrink-wrap agreement included with the Licensed Products, terms of any click-through agreement included with the Licensed Products or any other terms purported to apply to the Licensed Products. The products specified in Attachment 1, along with support and services for said products, shall be referred to as "Licensed Products."

2. List of Licensed Products.

   (a) Attached and made a part of this Agreement is Attachment 1, which lists the Licensed Products that may be licensed under this Agreement. With the consent of the Commonwealth, the list of Licensed Products on Attachment 1 may be updated by the Licensor providing the Commonwealth with a revised Attachment 1 that adds the new product to the list. The Commonwealth, in its sole discretion, may consent either via written communication directly to the Licensor or, if applicable, providing the Commonwealth’s reseller with a copy of the Licensor’s notification to update Attachment 1.

   (b) No amendment will be required to add a new Licensed Product to the list. If, the Licensor desires to add a new Licensed Product to the list that requires additional licensing terms or other requirements, either an amendment to this Agreement or a new agreement will be required.

This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. The courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Agreement.

4. **Indemnification/Immunity.**

The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth will pay for any loss, liability or expense, which arises out of or relates to the Commonwealth’s acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth’s rights, claims or defenses that arise as a matter of law or pursuant to any other Agreement provision. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.

5. **Patent, Copyright, Trademark and Trade Secret Protection.**

(a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding that may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, trademarks or trade dress, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (“Claim”), including all Licensed Products provided by the Licensor. “Indemnify and hold harmless” shall mean the Licensor’s specific, exclusive, and limited obligation to (a) pay any judgments, fines and penalties awarded by a court of competent jurisdiction, governmental or administrative body and any settlements reached pursuant to a Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including reasonable attorney’s fees, it necessarily incurred in handling the Claim. The Commonwealth will give the Licensor prompt notice of any Claim of which it learns. Pursuant to the Commonwealth Attorneys Act, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, the Office of Attorney General (“OAG”) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, in its sole discretion, and under the terms the OAG deems appropriate, may delegate its right of defense of a Claim. If the OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of the Licensor made in the defense of and settlement of a Claim. The Licensor shall not, without the Commonwealth’s consent, enter into any settlement agreement that (a) states or implies that the Commonwealth has engaged in wrongful or improper activity other than the innocent use of the material that is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material that is the subject of the Claim, or (c)
requires the Commonwealth to make a payment that the Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. In all events, the Commonwealth will have the right to participate in the defense of any Claim, through counsel of its own choosing. If Licensor requests that the Commonwealth provide support in defending a Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses including attorneys’ fees, if such are made necessary by the Licensor’s request incurred by the Commonwealth for the support. If the OAG does not delegate to the Licensor the authority to control the defense and settlement of a Claim, the Licensor’s obligation under this section ceases. The Licensor, at its own expense, shall provide whatever cooperation the OAG requests in the defense of the suit.

(b) The Licensor shall exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and shall continue to exercise due diligence to provide Licensed Products that do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind that may be held by third parties.

(c) If the defense of a Claim and the authority to control any potential settlements is delegated to the Licensor, the Licensor shall pay all damages and costs awarded against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor’s written request, it shall be at the Licensor’s expense, but the responsibility for such expense shall be only that within the Licensor’s written authorization.

(d) If, in the Licensor’s opinion, the Licensed Products are likely to or do become subject to a claim of infringement of a United States patent, copyright, trademark or trade dress, or for a misappropriation of trade secret, without diminishing the Licensor’s obligation to satisfy any award, the Licensor may, at its option and expense:

(i) substitute functional equivalents for the alleged infringing Licensed Products; or

(ii) obtain the rights for the Commonwealth to continue the use of the Licensed Products.

(e) If the Licensed Products provided by the Licensor are in such suit or proceeding held to constitute infringement and their use is enjoined, the Licensor shall, at its own expense and at its option:

(i) procure the right to continue use of such infringing products;

(ii) replace them with non-infringing items; or
(iii) modify them so that they are no longer infringing.

(f) If use of the Licensed Products is enjoined and the Licensor is unable to do any of the preceding set forth in subsection (e), the Licensor shall, upon return of the Licensed Products, refund to the Commonwealth:

(i) the license fee paid for the infringing Licensed Products, less the amount for the period of usage of any software; and

(ii) the pro-rated portion of any maintenance fees for the time remaining in any period of services for which payment was made.

(g) The obligations of the Licensor under this section continue without time limit and survive the termination or expiration of this Agreement.

(h) The Licensor shall have no obligation under this section for:

(i) modification of any Licensed Products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;

(ii) any material provided by the Commonwealth to the Licensor and incorporated into or used to prepare any Licensed Products;

(iii) use of any Licensed Product after the Licensor recommends discontinuation because of possible or actual infringement when Licensor has provided one of the remedies under subsection (e) or subsection (f);

(iv) use of any Licensed Products in other than its specified operating environment;

(v) the combination, operation, or use of the Licensed Products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;

(vi) infringement of a non-Licensed Product alone;

(vii) the Commonwealth’s use of any Licensed Product beyond the scope contemplated by the Agreement; or

(viii) the Commonwealth’s failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.

(i) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Licensor’s sole and exclusive obligation for the infringement or misappropriation of intellectual property.
6. **Virus, Malicious, Mischievous or Destructive Programming.**

   (a) The Licensor warrants that the Licensed Products as delivered does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Products (each a “Virus”). The Licensed Products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by the Licensor for temporary use are time-sensitive.

   (b) The Licensor shall be liable for any damages incurred by the Commonwealth including the expenditure of Commonwealth funds to eliminate or remove a Virus that results from the Licensor’s failure to take proactive measures to keep the Virus originating from the Licensor or any of its employees, subgrantees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and security updates.

   (c) In the event of destruction or modification of any Licensed Products, the Licensor shall eliminate the Virus, restore the Commonwealth’s software, and be liable to the Commonwealth for any resulting damages.

7. **Limitation of Liability.**

   (a) The Licensor’s liability to the Commonwealth under this Agreement shall be limited the total dollar amount paid for services covered by the Grant Agreement during the 12-month period prior to the event giving rise to the damage claim. This limitation does not apply to damages:

      (i) for bodily injury;
      (ii) for death;
      (iii) for intentional injury;
      (iv) to real property or tangible personal property for which the Licensor is legally liable;
      (v) Under Section 6, Patent, Copyright, Trade Secret and Trademark Protection;
      (vi) for damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach; or
      (vii) under Section 7, Virus, Malicious, Mischievous or Destructive Programming.
(b) In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement.

8. Payment.

The Commonwealth will make purchase and make payment through the Grant Agreement, which shall control with regard to payment amounts and provisions.


(a) The Licensor may not terminate for non-payment of an order issued through another procurement document that controls payment.

(b) The Commonwealth may terminate this Agreement without cause by giving the Licensor 30 calendar days’ prior written notice whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth.

10. Background Checks.

(a) Upon prior written request by the Commonwealth, the Licensor must, at its expense, arrange for a background check for each employee, as well as for the employees of its subgrantees and subcontractors, who will have access to the Commonwealth’s IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at https://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx. The background check must be conducted prior to initial access and annually thereafter.

(b) Before the Commonwealth will permit access to the Commonwealth’s facilities, the Licensor must provide written confirmation that the background check has been conducted. If, at any time, Licensor discovers that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust or fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the Licensor shall not assign that employee to Commonwealth facilities, shall remove any access privileges already given, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the Department consents, in writing, prior to the access being provided. The Department may withhold its consent at its sole discretion. Failure of the Licensor to comply with the terms of this subsection may result in the default of the Licensor under its Agreement.

(c) The Commonwealth may conduct background checks over and above that described herein.
(d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors’ entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the applicable Commonwealth Agency and the Department of General Services set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended, Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Licensor for contracted personnel photo identification or access badges.

11. Confidentiality.

(a) Definition. “Confidential Information:”

(i) For the Commonwealth. All data and other information of or in the possession of the Commonwealth, the Department or any private individual, organization or public agency, in each case to the extent such information and documentation is not permitted to be disclosed to third parties under local, Commonwealth or federal laws and regulations or pursuant to any policy adopted by the Commonwealth or pursuant to the terms of any third-party agreement to which Commonwealth is a party.

(ii) For the Licensor. All information identified in writing by the Licensor as confidential or proprietary to the Licensor or its subcontractors.

(b) Confidential Information. All Confidential Information shall be held in confidence by a party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party’s consent. Subject to the other provisions of this Agreement, each party shall be permitted to disclose relevant aspects of the other party’s Confidential Information to its officers, agents, subgrantees, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance under this Agreement; provided, that such party shall take all reasonable measures to prevent Confidential Information from being disclosed or duplicated by such officers, agents, subgrantees, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and provided, that if the disclosure is by the Commonwealth to another contractor or subcontractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security.
Except to the extent provided by applicable law, the obligations of this subsection (b) shall not apply with respect to information that:

(i) is developed by the other party without violating the disclosing party’s proprietary rights;

(ii) is or becomes publicly known other than through unauthorized disclosure;

(iii) is disclosed by the owner of such information to a Third Party free of any obligation of confidentiality;

(iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreement entered into before the Effective Date of the Agreement between the Commonwealth and the Licensor; or

(v) is rightfully received by the disclosing party free of any obligation of confidentiality.

(c) **Obligations.** Each party shall:

(i) Promptly notify the other party of any known unauthorized possession, use or knowledge of the other party’s Confidential Information by any person or entity.

(ii) Promptly furnish to the other party full details known relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party’s Confidential Information.

(iii) Use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.

(iv) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party’s Confidential Information.

(d) **Cost of compliance; required disclosure.** Each party shall bear the cost it incurs as a result of compliance with this section. The obligations in this section shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such disclosure or order in a timeframe to allow the non-disclosing party to resist the disclosure or order).
(e) Submitting Confidential Information to the Commonwealth. The Licensor shall use the following process when submitting information to the Commonwealth it believes to be confidential proprietary information or trade secrets:

(i) Prepare an un-redacted version of the appropriate document;

(ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential proprietary information or a trade secret;

(iii) Prepare a signed written statement that states:

1. the attached document contains confidential proprietary information or trade secrets;

2. the Licensor is submitting the document in both redacted and un-redacted format in accordance with Section 707(b) of the Right-to-Know Law, 65 P.S. § 67.707(b); and

3. the Licensor is requesting that the document be considered exempt under Section 708(b)(11) of the Right-to-Know Law, 65 P.S. § 67.708(b)(11) from public records requests; and

(iv) Submit the two documents with the signed written statement to the Commonwealth.

(f) Confidential Information at termination. Upon expiration or termination of this Agreement or other procurement document for Licensed Products governed by the terms of this Agreement, and at any other time at the written request of a party, the other party must promptly return all of such party’s Confidential Information and Data (and all copies of this information) that is in the other party’s possession or control, in whatever form.

(g) Not confidential. Additionally, neither this Agreement nor any pricing information related to the Agreement will be deemed confidential.

12. Sensitive Information

(a) The Licensor shall not publish or otherwise disclose, except to the Commonwealth or the Licensor’s subgrantees, subcontractors, any information or data obtained from private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.

(b) The parties shall not use or disclose any information about a former or current applicant or beneficiary receiving services from, or otherwise enrolled in, a
Commonwealth program affected by or benefiting from services under this Agreement for any purpose not connected with the Agreement responsibilities.

(c) The Licensor shall comply with all obligations applicable to it under all applicable data protection legislation for personal data that is processed by it in the course of performing under this Agreement including by:

(i) Maintaining a valid and up to date registrations and certifications; and

(ii) Complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.

13. **Agency-specific Sensitive and Confidential Commonwealth Data (If applicable).**

(a) The Licensor understands that its level of access may allow it to view or access highly sensitive and confidential Commonwealth and third party data, which is subject to state and federal laws, regulations and policies. If applicable, prior to the issuance of a procurement document for a Licensed Product or the deployment of a Licensed Product on Department facilities, the Licensor must receive and sign off on particular instructions and limitations as dictated by the Department including, as necessary, a Business Associate Addendum as required by the *Health Insurance Portability and Accountability Act* (HIPAA), as amended.

(b) The Licensor certifies and warrants that, after being informed by the Department of the nature of the data that may be implicated and prior to the installation of the Licensed Products, the Licensor is and shall remain compliant with all applicable state and federal law, regulations and policy for the data’s protection.

(c) This section does not require a Commonwealth Agency to exhaustively list the law to which implicated data is subject; the Department is obligated only to list the nature of the data implicated by the Licensor’s access, to refer the Licensor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with law and policy.

(d) The requirements of this section are in addition to and not in lieu of other requirements of this Agreement having to do with data privacy and security, including the requirement that the Licensor comply with Exhibit C *Requirements for Non-Commonwealth Hosted Applications/Services*, and all applicable Commonwealth Information Technology Policies, which can be found at https://www.oa.pa.gov/Policies/Pages/itp.aspx.

(e) The Licensor shall conduct background checks, in addition to those required in **Section 10** of this Agreement, as may be required by the Department. The Licensor shall educate and hold its agents, employees, subgrantees and subcontractors to standards at least as stringent as those contained in this
Agreement. The Licensor shall provide information regarding its agents, employees, subgrantees and subcontractors to the Commonwealth upon request.

14. Publicity/Advertisement.

The Licensor must obtain written Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

15. Portability.

The parties agree that the Department may move a Licensed Product from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor or grantee, as long as such relocation and the use of the Licensed Product comports with the license grant and restrictions. Notwithstanding the foregoing, the Department may move the machine or appliance provided by the Licensor upon which the Licensed Product is installed.


(a) The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

(b) The only interest the Commonwealth is authorized to pay is in accordance with Act of December 13, 1982, P.L. 1155, No. 266, as amended, 72 P. S. § 1507, (relating to Interest Penalties on Commonwealth Accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40 (relating to Interest Penalties for Late Payments).

17. Commonwealth Audit Responsibilities.

(a) The Commonwealth will maintain, and promptly provide to the Licensor upon its request, accurate records regarding use of the Licensed Product by or for the
Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify the Licensor promptly, providing reasonable details. The limit of the Commonwealth’s responsibility for use of the Licensed Products by more individuals than are permitted by the licensing terms applicable to the Licensed Products shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products.

(b) The Commonwealth will perform a self-audit upon the request of the Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter “True up number”). The Commonwealth shall notify the Licensor of the True up number no later than 45 calendar days after the request that the Commonwealth perform a self-audit. If the user count has increased, the Commonwealth will make an additional purchase of the Licensed Products, which is equivalent to the additional users. This section sets out the sole license audit right under this Agreement.

18. **Right-to-Know Law.**


19. **Third Party Software.**

If the Licensed Product utilizes or includes third party software and other copyrighted material and is subject to additional licensing terms, acknowledgements or disclaimers, compliance with this Agreement constitutes compliance with those third-party terms. The parties agree that the Commonwealth, by acknowledging third party software, does not agree to any terms and conditions of the third party software agreements that are inconsistent with or supplemental to this Agreement.

20. **Attorneys’ Fees.**

The Commonwealth will not pay attorneys’ fees incurred by or paid by the Licensor.

21. **Controversies.**

(a) Pursuant to Section 1712.1 of the Commonwealth Procurement Code, 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Agreement, the Licensor, within six months after the claim accrues, must file a written claim with the Procurement Officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within 60 days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program,
(b) If the Licensor or the Procurement Officer requests mediation and the other party agrees, the Procurement Officer shall promptly make arrangements for mediation. Mediation shall be scheduled to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Procurement Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Licensor. The Procurement Officer shall send a written determination to the Licensor. If the Procurement Officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The Procurement Officer’s determination shall be the final order of the purchasing agency.

(c) Within 15 days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement in a manner consistent with the determination of the Procurement Officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement or other procurement document.

22. Insurance.

(a) The Licensor shall maintain at its expense, and require its agents, subgrantees and subcontractors to procure and maintain, as appropriate, the following types and amounts of insurance issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth:


(ii) Commercial general liability insurance providing coverage from claims for damages for personal injury, death, bodily injury, sickness or disease, accidental death and damage to and property of others, including loss of use resulting from any property damage that may arise from the Licensor’s operations under this Agreement, whether such operation be by the Licensor, its agent, subgrantee or subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than $500,000 per person and $2,000,000 per occurrence,
personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for or supplies provided to the Commonwealth.

(iii) Professional and Technology-Based Services Liability Insurance insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities in the amount of $2,000,000, per accident/occurrence/annual aggregate.

(iv) Technology Products Liability/Professional Liability/Errors & Omissions Insurance in the aggregate amount of not less than $2,000,000, per accident/occurrence/annual aggregate, covering the Licensor, its employees, agents, contractors, and subcontractors in the performance of all services.

(v) Comprehensive crime insurance in an amount of not less than $5,000,000 per claim.

(vi) Information Security and Privacy Liability Insurance including Privacy Notification Costs including coverage for Technology Professional Liability if not covered under the Licensor’s Professional Liability/Errors and Omissions Insurance referenced above in the amount of $3,000,000, per accident/occurrence/annual aggregate, covering the Licensor, its employees, agents, contractors, and subcontractors in the performance of all services.

(b) Certificate of Insurance. Prior to providing Licensed Products and annually thereafter, the Licensor shall provide the Commonwealth with a copy of each current certificate of insurance required by this section. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this section until at least 15 days’ prior written notice has been received by the Commonwealth. Such cancellation or change shall not relieve the Licensor of its continuing obligation to maintain insurance coverage in accordance with this section.

(c) Insurance coverage length. The Licensor shall maintain such insurance for the life of the Agreement.

23. Federal Requirements.

If applicable, in addition to the requirements set forth in Section 14 of this Agreement, the Licensor must receive and sign off on particular federal requirements that a
Department may be required to include when utilizing federal funds to procure the Licensed Products.

24. Entire Agreement.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both parties. Other terms and conditions or additional terms and conditions included or referenced in the Licensor’s quotations, invoices, business forms, or other documentation shall not become part of the parties’ agreement and shall be disregarded by the parties, unenforceable by the Licensor and not binding on the Commonwealth.

25. Notice.

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.


The termination or expiration of this Agreement will not affect any provisions of this Agreement that by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, indemnification and privacy.

27. Waiver.

Failure to enforce any provision will not constitute a waiver.

28. Severability.

If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision’s essential purpose.


Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

30. Integration.
This Agreement, including all Exhibits, Attachments and referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of the Commonwealth or of the Licensor has authority to make any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment executed by the parties.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

Licensor:

__________________________
Signature
__________________________
Date

__________________________
Printed Name
__________________________
Title

*If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer and Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.*

COMMONWEALTH OF PENNSYLVANIA

Department of Human Services

________________________________________
Agency Head or Designee

APPROVED AS TO FORM AND LEGALITY:

DHS Office of General Counsel

Governor’s Office of General Counsel

________________________________________
Office of Attorney General

APPROVED:

________________________________________
Office of the Budget, Office of Comptroller Operations

*Exhibit B, Software/Services License Requirements Agreement*
ATTACHMENT 1

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth, the Licensor may add additional Licensed Products to this attachment by providing Commonwealth with a new copy of this Attachment 1.

Licensed Product:

The Licensed Product includes (list all titles covered by this agreement):
Exhibit C
Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this Exhibit C to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

A. Hosting Requirements.

1. Grantee shall supply all hosting equipment (hardware and software) required for the cloud services and performance of the software and services set forth in the Agreement.

2. Grantee shall provide secure access to applicable levels of users via the internet.

3. Grantee shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.

4. Grantee shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with Agreement requirements.

5. Grantee shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within two business days. In the event of any impermissible disclosure, unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, Grantee shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within two hours of when Grantee has reasonable confirmation of unauthorized access, use, release, or disclosure of data.

6. Grantee and its subgrantees and subcontractors shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and within at least three business days’ notice, to review the hosted system’s data center locations and security architecture.

7. Grantee’s employees, subgrantees or subcontractors, who are directly responsible for day-to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system architecture used.

8. Grantee shall locate servers in a climate-controlled environment. Grantee shall house all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.
9. Grantee shall examine applicable system and error logs daily to minimize and predict system problems and initiate appropriate action.

10. Grantee shall completely test and apply patches for all third-party software products in the server environment before release.

11. Grantee shall comply with Attachment C-I, SOC Reporting Requirements.

B. Security Requirements

1. Grantee shall conduct a third-party independent security and vulnerability assessment at its own expense on an annual basis.

2. Grantee shall comply with the Commonwealth’s directions to remediate the results of the security and vulnerability assessment to align with the standards of the Commonwealth.

3. Grantee shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.

4. Grantee shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.

5. Grantee shall use industry best practices to provide applicable malware and virus protection on all servers and network components.

6. Grantee shall limit access to Commonwealth systems and services and provide access only to those staff that must have access to provide Agreement services.

7. Grantee shall provide the Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth’s ITPs including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

C. Data Storage

1. Grantee shall store all Commonwealth data in the United States.

2. Grantee shall use industry best practices to update and patch all applicable systems and third-party software security configurations to reduce security risk. Grantee shall protect its operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch
management to protect its network and customer data from unauthorized disclosure.

3. Grantee shall be solely responsible for applicable data storage required.

4. Grantee shall take all commercially viable and applicable measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.

5. Grantee shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Grantee-controlled or Grantee-owned electronic device.

6. shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Stored backup media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All backup data and media shall be encrypted.

D. Adherence to Policy.

Grantee shall provide a support and problem resolution solution with a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.

E. Closeout.

When the Agreement expires or terminates, Grantee must promptly return to the Commonwealth all Commonwealth’s Data (and all copies of this information) that is in its possession or control. The Commonwealth’s data shall be returned in a format agreed to by the Commonwealth.

[Remainder of page intentionally left blank.]
ATTACHMENT C-1

SOC Reporting Requirements

(a) Subject to this section and unless otherwise agreed to in writing by the Commonwealth, Grantee shall, and shall require its subgrantees and subcontractors to, engage, on an annual basis, an independent auditing firm to conduct each the following:

(i) A SOC 1 Type II report with respect to controls used by Grantee relevant to internal and external procedures and systems that process Commonwealth financial transactions;

(ii) A SOC 2 Type II report with respect to controls used by Grantee relevant to internal and external procedures and systems that access or contain Commonwealth Data; and

(iii) A SOC for Cybersecurity report with respect to controls used by Grantee setting forth the description and effectiveness of the Grantee’s cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

Pennsylvania’s fiscal year begins July 1 and ends on June 30. Grantee shall submit audits annually no later than July 31 of the current year. All reports shall reflect the conduct of Grantee during the 12 months of the Commonwealth’s previous fiscal year, unless otherwise agreed to in writing by the Commonwealth.

(b) SOC 2 Type II report reports shall address the following:

(i) Security of Information and Systems;

(ii) Availability of Information and Systems;

(iii) Processing Integrity;

(iv) Confidentiality;

(v) Privacy; and

(vi) If applicable, compliance with the laws, regulations standards or policies designed to protect the information identified in ITP-SEC019 or other information identified as protected or Confidential by this Agreement or under law.

(c) At the request of the Commonwealth, Grantee shall complete additional SOC for Cybersecurity audits when:

(i) repeated non-conformities are identified in any SOC report; or
(ii) if the Contractor’s business model changes (such as a merger, acquisition, or change sub-contractors).

Grantee shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within 60 days of its completion.

(d) The Commonwealth may specify other or additional standards, certifications or audits it requires under the Agreement or within an ITP.

(e) Grantee shall adhere to SSAE 18 audit standards. Grantee acknowledges that the SSAE guidance may be updated during the Agreement term, and Grantee shall comply with updates, which shall be reflected in the next annual report.

(f) If an audit reveals any non-conformity to SSAE standards, Grantee shall provide the Commonwealth, within 45 calendar days of the issuance of the SOC report, a documented corrective action plan that addresses each non-conformity. The corrective action plan shall provide, in detail:

(i) clear responsibilities of the personnel designated to resolve the non-conformity;

(ii) the remedial action to be taken by Grantee or its subcontractor or subgrantee;

(iii) the dates when each remedial action is to be implemented; and

(iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).

(g) The Commonwealth may in its sole discretion agree, in writing, to accept alternative and equivalent reports or certifications in lieu of a SOC report.

[Remainder of page intentionally left blank.]
DEPARTMENT OF HUMAN SERVICES
ADDENDUM TO
STANDARD TERMS AND CONDITIONS

A. **APPLICABILITY**
This Addendum supplements the Standard Terms and Conditions. Certain terms contained herein may not be applicable to all the services which may be provided through Department contracts or agreements.

B. **CONFIDENTIALITY**

The parties shall not use or disclose any information about a recipient of the services to be provided under this Agreement for any purpose not connected with the parties’ contract responsibilities except with written consent of such recipient, recipient’s attorney, or recipient’s parent or legal guardian.

C. **INFORMATION**

During the period of this Agreement, upon request, Grantee shall make immediately available to the Department all information obtained by the Grantee through work on the Agreement. If requested, the Grantee shall deliver to the Department background material prepared or obtained by Grantee incidental to the performance of this Agreement. Background material is defined as original work, papers, notes and drafts prepared by Grantee to support the data and conclusions in final reports, and includes completed questionnaires, materials in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and all data directly related to the services being rendered.

D. **CERTIFICATION AND LICENSING**

Contractor will have all licenses, certifications and permits from Federal, State and Local authorities permitting it to carry on its activities under this Agreement.

E. **PROGRAM SERVICES**

Definitions of services, eligibility of recipients for service and other limitations in this Agreement are subject to modification by amendments to Federal, State and Local laws, regulations and program requirements without further notice Grantee.

F. **PRO-CHILDREN ACT OF 1994**

Grantee shall comply with the requirements of the Pro-Children Act of 1994; Part C-Environment Tobacco Smoke that requires that smoking not be permitted in any portion of an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care and education to children under the age of 18, if the services are funded by Federal programs whether directly or through State and Local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

G. **MEDICARE/MEDICAID REIMBURSEMENT**

1. To the extent that services are furnished by contractors, subcontractors, grantees, subgrantees or related organizations and services are in whole or in part claimed by the Commonwealth for Medicare or Medical Assistance reimbursement, Grantee shall comply with 42 C.F.R. Part 420, including:

   a. Preservation of books, documents and records until the expiration of four years after the services are furnished under the Agreement.

   b. Full and free access to (i) the Commonwealth, (ii) the U.S. Inspector General, (iii) the U.S. Department of Health and Human Services, and their authorized representatives.
2. By submitting an application, Grantee certifies under penalty of law that it has not been precluded from participation or terminated from any federally funded health care program and shall notify the Grant Administrator immediately should a preclusion or termination occur.

H. PROPERTY AND SUPPLIES

1. Grantee shall obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and shall purchase by means of competitive bidding when required by law.

2. Title to property furnished in-kind by the Department shall remain the property of the Department.

3. Grantee has title to all personal property acquired by the Grantee, including purchase by lease/purchase agreement, for which Grantee is reimbursed under this Agreement. Upon expiration or termination of this Agreement, disposition of such purchased personal property with a remaining useful life shall be made in accordance with the following provisions.
   a. Grantee and the Department may agree to transfer any item of such purchased property to another entity as designated by the Department. The entity receiving the property shall bear the cost of transportation and will be reimbursed by the Department.
   b. If Grantee wishes to retain any items of such purchased property, the parties will use depreciation tables to ascertain the value of the remaining useful life of the property. The Grantee shall reimburse the Department in the amount determined from the tables.
   c. When authorized by the Department in writing, Grantee may sell the property and reimburse the Department for its share. The Department may fix the minimum sale price it will accept.

4. All property furnished by the Department or personal property acquired by Grantee, including purchase by lease-purchase contract, for which Grantee is reimbursed under the Agreement shall be deemed “Department Property” for the purposes of subsection 5, 6 and 7 of this section.

5. Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of Department Property to preserve its full availability and usefulness.

6. Department property shall, unless otherwise approved in writing by the Department, be used only for the performance of the Agreement.

7. If Grantee is indemnified, reimbursed or otherwise compensated for any loss, destruction or damage to Department Property, it shall use the proceeds to replace, repair or renovate the property involved, or shall credit such proceeds against the cost of the work covered by the Agreement, or shall reimburse the Department, at the Department’s direction.

I. COVENANT AGAINST CONTINGENT FEES

Grantee warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or agencies maintained by the Grantee for the purpose of securing business). For breach of this warranty, the Department shall have the right to void Agreement without liability or, in its discretion, to deduct from the consideration otherwise due, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

J. CONTRACTOR RESPONSIBILITY TO EMPLOY DHS CLIENTS

1. The Grantee’s Contractor Partnership Program (CPP) submittal and RFA CPP requirements become part of the Agreement. Grantee shall submit any proposed changes to the Office of Income Maintenance CPP Division. If the Agreement is assigned to another grantee, the new grantee must maintain the CPP requirements of the original Agreement.

2. Grantee shall, within 10 days of receiving the Effective Date of the Agreement, must register in the Commonwealth Workforce Development System (CWDS).
3. As specified in RFA Part VI, Grantee must submit Quarterly Employment Reports to the Office of Income Maintenance Central Office of Employment and Training – CPP Division. Grantee may not revise, alter, or re-create the Quarterly Employment Report form. On a quarterly basis, Grantee shall provide information on the use and outcomes of hiring strategies and demonstrating good faith efforts to hire TANF beneficiaries.

4. If Grantee is non-compliant, the CPP Division will contact the Grant Administrator to request corrective action.

K. AUDIT CLAUSE

This Agreement is subject to audit in accordance with the attached Audit Clause.
AUDIT CLAUSE C – CONTRACTOR
Service Organizations

The Commonwealth of Pennsylvania, Department of Human Services (DHS), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal funding and state funding passed through DHS are subject to DHS audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern.

Contractor means a dealer, distributor, merchant, or other seller providing goods or services to an auditee that are required for the administrative support of a program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. The contractor’s responsibility is to meet the requirements of the procurement contract.

Department of Human Services Audit Requirements

If in connection with the agreement, an entity expends $500,000 or more in combined state and federal funds during the program year, the entity shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this contract. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants’ Statements on Standards for Attestation Engagements No 10, Compliance Attestation (SSAE 10), and shall be of a scope acceptable to the DHS. The contractor shall also ensure that an independent auditor performs an audit or examination of its controls applicable to the processing of transactions on behalf of the Department. These examinations shall be performed in accordance with Statement on Standards for Attestation Engagements No. 16, Reporting on Controls at a Service Organization (SSAE 16). All SSAE 16 reports provided shall be “Type 2” reports (reports on controls placed in operation and tests of operating effectiveness throughout a specified period of time). The initial SSAE 16 examination shall be conducted for the first official annual reporting period required by this agreement and conducted annually thereafter. Service Organization Controls (SOC) Type 2 reports are also acceptable.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the contractor will be given advance notice. The contractor shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the contractor has complied with contract terms and conditions. The contractor agrees to make available, upon reasonable notice, at the office of the contractor, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

The contractor shall preserve all books, records, and documents related to this contract for a period of time that is the greater of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.
Records that relate to litigation or the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors, shall be retained by the contractor or provided to the Commonwealth at the DHS’ option until such litigation, claim, or exceptions have reached final disposition.

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

**DHS Required Audit Report Submission**

The contractor shall submit the SSAE 10 report and SSAE 16, or SOC, reports to the DHS within 90 days after the required period of audit has ended. When either the SSAE 10 or SSAE 16, or SOC, reports are other than unqualified, the contractor shall submit to the DHS, in addition to the audit reports, a plan describing what actions the contractor will implement to correct the situation that caused the auditor to issue a qualified opinion, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable and the contact person who is responsible for resolution.

Submit two copies of the DHS required audit report package.

1. Independent Accountant’s Report – on the Attestation of an entity’s compliance with specific requirements during a period of time in accordance with the contract and the appropriate schedule, as required.

2. Submit the audit report directly to the program office.

**REMEDIES FOR NONCOMPLIANCE**

The provider’s failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the DHS’ not accepting the report and initiating sanctions against the contractor that may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Suspending subsequent contract funding pending compliance.
TECHNICAL ASSISTANCE

Technical assistance on the DHS’ audit requirements will be provided by:

Department of Human Services
Bureau of Financial Operations
Division of Audit and Review
Audit Resolution Section
1st Floor, Forum Place
555 Walnut Street
P.O. Box 2675
Harrisburg, Pennsylvania 17105-2675
Email: RA-pwauditresolution@pa.gov
The Department of Human Services (DHS) requires an Independent Accountant’s Report on the Attestation to be in the format described by the American Institute of Certified Public Accountants (AICPA). The following is the form of report an Independent Accountant should use when expressing an opinion on an entity’s compliance with specified requirements during a period of time. For further guidance, refer to the AICPA Professional Standards.

**Independent Accountant’s Report**

[Introductory Paragraph]

We have examined [name of entity]'s compliance with [list specific compliance requirement] during the [period] ended [date]. Management is responsible for [name of entity]'s compliance with those-requirements. Our responsibility is to express an opinion on [name of entity]'s compliance based on our examination.

[Scope Paragraph]

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about [name of entity]'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on [name of entity]'s compliance with specified requirements.

[Opinion Paragraph]

In our opinion, [name of entity] complied, in all material respects, with the aforementioned requirements for the year ended December 31, 20XX.

[DATE] [SIGNATURE]