



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF PUBLIC WELFARE

Division of Procurement  
Room 402, Health & Welfare Building  
625 Forster Street  
Harrisburg, PA 17120

Daniel R. Boyd  
Director

Telephone 717-783-3767  
Fax 717-787-3560

July 18, 2012

**SUBJECT: RFA 24-11 Subsidized Child Care Program Services**

Dear Prospective Bidder:

You are invited to submit an application for the above subject RFA for the Commonwealth of Pennsylvania, Department of Public Welfare in accordance with the attached Request for Application (RFA) 24-11. To view and download a copy of the RFA, go to <http://www.emarketplace.state.pa.us/search.aspx>.

All proposals must be submitted as follows: Technical Submittal: one (1) original and ten (10) copies; Cost Submittal: two (2) copies; Complete and Exact Copies of Entire Submittal (Technical and Cost) on CD or flash drive to the Pennsylvania Department of Public Welfare, Division of Procurement, Room 402, Health and Welfare Building, 625 Forster Street, Harrisburg, PA 17120. **Applications must be received at the above address no later than two o'clock P.M. (2:00 P.M.) on September 4, 2012. Late Applications will not be considered regardless of the reason.**

All questions should be directed to the Robert Frein, Project Officer, Department of Public Welfare, Office of Child Development and Early Learning via e-mail [RA-ocdelwebadmin@pa.gov](mailto:RA-ocdelwebadmin@pa.gov) no later than August 2, 2012. Contractors will be provided with answers to questions asked by any one contractor.

**In addition, an optional Pre-Application Conference will be held at 9:00 A.M- 12:00 PM on August 2, 2012 at The State Museum of Pennsylvania, 300 North Street, Harrisburg, PA 17120-0024.**

Applications **must** be signed by an official authorized to bind the vendor to its provisions. Also, please include your Federal Identification Number, SAP Vendor Number and the Point of Contact's email address on the cover sheet of your application. Evaluation of applications and selection of vendors will be completed as quickly as possible after receipt of application.

Sincerely,

A handwritten signature in cursive script, appearing to read "Daniel R. Boyd".

Daniel R. Boyd, Director  
Division of Procurement

Attachments

**From:**

**CCIS Service Area #:**

RFA #: 24-11

Due Date: September 4, 2012, 2:00 PM

Department of Public Welfare

Division of Procurement

Room 402 Health and Welfare Building

625 Forster Street

Harrisburg, PA 17120

**Technical Submittal**

**From:**

**CCIS Service Area #:**

RFP #: 24-11

Due Date: September 4, 2012, 2:00 PM

Department of Public Welfare

Division of Procurement

Room 402 Health and Welfare Building

625 Forster Street

Harrisburg, PA 17120

**Cost Submittal**

**REQUEST FOR APPLICATIONS FOR**

**Subsidized Child Care Program Services**

**ISSUING OFFICE**

**Commonwealth of Pennsylvania  
Department of Public Welfare  
Bureau of Financial Operations  
Division of Procurement  
Room 402 Health and Welfare Building  
625 Forster Street  
Harrisburg, PA 17120**

**RFA NUMBER**

**24-11**

**DATE OF ISSUANCE**

**July 18, 2012**

**REQUEST FOR APPLICATIONS FOR  
Subsidized Child Care Program Services**

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## CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit questions via email to <a href="mailto:RA-ocdelwebadmin@pa.gov">RA-ocdelwebadmin@pa.gov</a>	Potential Applicants	August 2, 2012
Pre-application Conference— The State Museum of Pennsylvania 300 North Street Harrisburg PA 17120-0024	Issuing Office/Potential Applicants	August 2, 2012 9:00 a.m.
Answers to Potential Applicant questions posted to the DGS website <a href="http://www.emarketplace.state.pa.us/Search.aspx">http://www.emarketplace.state.pa.us/Search.aspx</a> no later than this date.	Issuing Office	August 9, 2012
Please monitor website for all communications regarding the RFA.	Potential Applicants	On-going
Sealed application must be received by the Issuing Office at <b>BUREAU OF FINANCIAL OPERATIONS</b> <b>DIVISION OF PROCUREMENT</b> <b>ROOM 402 HEALTH AND WELFARE BUILDING</b> <b>625 FORSTER STREET</b> <b>HARRISBURG, PA 17120</b>	Applicants	<b>September 4, 2014</b> <b>2:00 pm.</b>

## PART I

### GENERAL INFORMATION

**I-1. Purpose.** This request for applications (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 Public Welfare’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for Subsidized Child Care Program Services (“Project”).

**I-2. Issuing Office.** The Department of Public Welfare (DPW), **Bureau of Financial Operations, Division of Procurement** (Issuing Office) has issued this RFA on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFA shall be Robert Frein, 333 Market Street, 6th Floor, Harrisburg, PA 17126, [RA-ocdelwebadmin@pa.gov](mailto:RA-ocdelwebadmin@pa.gov) the Project Officer for this RFA. Please refer all inquiries to the Project Officer.

**I-3. Scope.** This RFA contains instructions governing the requested applications, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Applicants must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFA. Applicants may submit applications for any of the 42 **Child Care Information Services (CCIS)** Service Areas. The CCIS Service Areas, estimated number of children served, and estimated child care service allocation for each CCIS Service Area is provided in **Appendix A**.

NOTE: Throughout this RFP and its attachments and appendices, the word “includes” (or “including”, or any other form of the word) is meant to convey that a list is not exhaustive. The word or any form thereof, is to be construed to mean “includes (or including), but not limited to.”

**I-4. Method of Award.** Applicants may apply for one, all, or any combination of the 42 CCIS Service Areas. A separate application (technical and cost) must be submitted for each CCIS Service Area. Applicants are required to indicate their preference for award as between the CCIS Service Area.

**I-5. Problem Statement.** The Office of Child Development and Early Learning (OCDEL) seeks to ensure that Subsidized Child Care Program Services are provided consistently and cost-effectively throughout the Commonwealth. Through this project, DPW will ensure the consistent management of all eligibility determinations, provider payments, resource and referral services, provider management, and funds management services. Through this project, DPW will secure agreements with up to forty-two (42) entities with the capacity to provide Child Care Information Services. Additional detail is provided in **Part IV** of this RFA. The Commonwealth intends to achieve cost savings and efficiencies through the consolidation of the CCIS providers while enhancing services to eligible clients.

**I-6. Access to Documents.** An electronic online Procurement Library has been established at 333 Market Street, 6<sup>th</sup> Floor, Harrisburg. The Procurement Library contains resource, training, policy, and related materials and documentation that Applicants may find useful in preparing

proposals. All possible effort has been made to ensure that library materials are complete and current. When a conflict exists, the RFA requirements specified herein will take precedence over materials in the Procurement Library.

The Procurement Library will be available to Applicants **by appointment only, through September 4, 2012**, from 8:30 a.m. to 4:00 p.m. (ET), except for weekends and Commonwealth of PA holidays. Interested Applicants should arrange an appointment via email at [RA-ocdelwebadmin@pa.gov](mailto:RA-ocdelwebadmin@pa.gov)

**I-7. Type of Agreement.** If the Department enters into any agreement as a result of this RFA, all CCIS providers will be compensated through a Cost Reimbursement agreement. It should be noted that children served and service funding are estimates and funding could be reallocated, by the Department, throughout the fiscal year based on service needs. This reallocation can occur across grants and/or within a grant between the Family Support Services costs and Service Allocation. Final agreements will include the RFA and all appendices and attachments, as well as the selected applicant's application. The Department, in its sole discretion, may undertake negotiations with Applicants whose applications, in the judgment of the Department, show them to be qualified, responsible and capable of performing the services required by the RFA.

**I-8. Rejection of Applications.** The Department may reject any application received pursuant to this RFA. Furthermore, DPW in its sole discretion, may reject any applications for any individual CCIS Service Area and may cancel, rebid or re-procure any CCIS Service Area or combination of CCIS Service Areas if it is deemed to be in the Commonwealth's best interests.

**I-9. Incurring Costs.** The Department 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 the grant.

**I-10. Pre-application Conference.** The Department 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 Project Officer in accordance with **Part I, Section I-11** to ensure adequate time for analysis before the Department provides an answer. Applicants may also ask questions at the conference. In view of the limited facilities available for the conference, Applicants should limit their representation. 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 the Department. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to this RFA. Attendance at the pre-application conference is optional, although recommended.

**I-11. Questions & Answers.** If an Applicant has any questions regarding this RFA, the Applicant must submit the questions by email (**with the subject line "RFA 24-11 Question"**) to the Project Officer named in **Part I, Section I-2** of the RFA. If the Applicant has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Applicant shall not attempt to contact the Project Officer by any other means. The Issuing

Office shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website will issue as an addendum to, and part of, this RFA in accordance with RFA **Part I, Section I-12**. Each Applicant shall be responsible to monitor the DGS website for new or revised RFA information. The Issuing Office 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 by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

**I-12. Addenda to the RFA.** If the Department deems it necessary to revise any part of this RFA before the application response date, the Issuing Office will post an addendum to the DGS website at <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. The Department will also post answers to the questions asked during the Questions & Answers period to the website as an addendum to the RFA.

**I-13. 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. The Issuing Office will **not** accept applications via email or facsimile transmission. Applicants who send applications by mail or other delivery service should allow sufficient delivery time to ensure 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. The Issuing Office will reject unopened, any late applications.

**I-14. Applications.** To be considered, Applicants should submit a complete response to this RFA to the Issuing Office using the format provided in **Part II**, providing **one (1) original and ten (10) paper copies of the Technical Submittal and two (2) paper copies of the Cost Submittal**. In addition to the paper copies of the application, Applicants shall submit **two complete and exact** copies of the entire application (Technical and Cost Submittals along with all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. Applicants should also include one (1) redacted version of the Technical Submittals 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. The Applicants may not lock or protect any cells or tabs. Applicants should ensure that there is no costing information in the technical submittal. Applicants should not reiterate technical information in the cost submittal. The CD or Flash Drive should clearly identify the Applicant and include the name and version number of the virus scanning software used to scan the CD or Flash Drive before submission. The Applicant shall make no other distribution of its application to any other Applicant or Commonwealth official or Commonwealth consultant. The Applicant shall number each page of the application 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 B** 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 until an agreement is fully executed. If the Issuing Office selects the Applicant's application for award, the contents of the selected Applicant's application, including any revisions made through the Best and Final Offer process or negotiations, will become contractual obligations.

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

**I-15. 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. Hard copies of the applications must follow the following format:

- a. Must be printed on white paper, double-sided with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- b. Must use Arial or Times New Roman font with a size of twelve (12).
- c. Tab and Section headings, show in Part II-1, General Application Requirements, **MUST** be used.
- d. Each page of the application must include a page number and identification of the Applicant in the page footer.
- e. Tabs must separate each section of the Application.
- f. Materials provided in any Appendix must be specifically referenced by page number(s) in the body of the application.

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

**I-16. Alternate Applications.** The Department has identified the basic approach to meeting its requirements, allowing Applicants to be creative and propose their best solution to meeting these requirements. The Department will not accept alternate applications.

**I-17. Discussions for Clarification.** Applicants may be required to make an oral or written clarification of their applications to the Department to ensure thorough mutual understanding and Applicant responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. As part of the application evaluation process, DPW will ask for key personnel to be present during these discussions. The oral presentation or interviews will be held in Harrisburg, Pennsylvania. Any Applicant who refuses a request for or does not honor an appointment for an oral presentation may be deemed non-responsive and subsequently disqualified. All costs associated with oral presentations/interviews shall be borne entirely by

the Applicant. Clarifications may occur at any stage of the evaluation and selection process prior to grant execution.

**I-18. Prime Applicant Responsibilities.** The grant will require the selected Applicant to assume responsibility for all services offered in its application whether it produces them itself or by sub-grant. The Department will consider the selected Applicant to be the sole point of contact with regard to contractual matters.

**I-19. 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 submitted in response to this RFA. Accordingly, except as provided herein, Applicants should not label application submissions 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, 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 considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to 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 a grant. 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 a grant pursuant to this RFA, 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 a application submission 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. Financial capability information submitted in response to Part II, Section II-7 of this RFA is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**I-20. Best and Final Offers.**

A. While not required, the Issuing Office reserves the right to conduct discussions with Applicants for the purpose of obtaining Best and Final Offers. To obtain Best and Final Offers from Applicants, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations;

2. Request revised applications;
  3. Enter into pre-selection negotiations.
- B. If the Department decides to request Best and Final Offers, the following Applicants will **not** be invited by the Issuing Office to submit a Best and Final Offer:
1. Those Applicants, which the Issuing Office has determined to be not responsible or whose applications the Issuing Office has determined to be not responsive.
  2. Those Applicants that lack the financial capability, experience or qualifications to assure good faith performance of the grant as determined by the Issuing Office.
  3. Those Applicants whose technical submittal failed to achieve 70% of the available technical points as part of the technical evaluations. However, the Department may waive the 70% requirement if only one Application is received for an individual CCIS Service Area.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Applicants determined to be within the top competitive range of responsive applications with a reasonable likelihood of selection.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions shall have no effect upon the Applicant's Technical Submittal unless the Department specifically instructs the Applicant to amend its Technical Submittal.

**I-21. 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-22. Restriction of Contact.** From the issue date of this RFA until the Department selects an application for award, the Project 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 any violations of this condition, the Department may reject the offending Applicant's application or rescind its grant award. Applicants must agree not to distribute any part of their applications beyond the Department. An Applicant who shares information contained in its application with other Commonwealth personnel and/or competing Applicant personnel may be disqualified.

**I-23. Issuing Office Participation.** Applicants shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in **Part I, Section I-23**. The Issuing Office will provide training materials, policy direction, performance standards, and operational support. The Issuing office will not provide office space.

**I-24. Term of Agreement.** The term of the Agreement will commence on the Effective Date and will be for a period of one (1) year. Subject to the performance of the Applicant and other considerations, the Department may renew the Agreement on the same terms and conditions for up to four (4) additional one (1) 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 Commonwealth contracting procedures 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-25. Applicant's Representations and Authorizations.** By submitting its application, each Applicant understands, represents, and acknowledges that:

- a. The Applicant's information and representations in the application are material and important, and the Department may rely upon the contents of the application in awarding the agreements(s). The Commonwealth may treat a 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 of this RFA.
- d. The Applicant has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting an application on this grant, or to submit an application higher than this 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 (4)** 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 is not currently under suspension or debarment 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 Department, there is no legal and valid contract, in law or in equity, and the Applicant shall not begin to perform.
- l. Conflict of Interest: The selected Applicant will avoid conflicts of interest, or the appearance of conflicts of interest, for enrollments of children, administrative processes, direct service system management, and the treatment of providers.

**I-26. Notification of Selection.**

- a. **Agreement Negotiations.** The Department will notify all Applicants in writing of the Applicants selected for agreement negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the applications that are the most advantageous to the Department.
- b. **Award.** Applicants whose applications are not selected will be notified when agreement negotiations have been successfully completed and the Issuing Office has received the final negotiated agreement signed by the selected Applicant.

**I-27. 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 debriefing will not compare the Applicant with other Applicants, other than the position of the Applicant's application in relation to all other Applicant applications. An Applicant's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

**I-28. 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 insure 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-29. Information Technology Bulletins.** This RFA is subject to the Information Technology Bulletins (ITB's) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITB's may be found at

<http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

All applications must be submitted on the basis that all ITBs are applicable to this procurement. It is the responsibility of the Applicant to read and be familiar with the ITBs. Notwithstanding the foregoing, if the Applicant believes that any ITB is not applicable to this procurement, it must list all such ITBs in its technical submittal, and explain why it believes the ITB is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITB not be considered to be applicable to the procurement. The Applicant's failure to list an ITB will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITB.

**I-30. Regulatory Requirements.** Applications must be submitted on the basis of the following state regulatory requirements: Title 55 PA Code Chapter 168 Child Care and Chapter 3041, Subsidized Child Care Eligibility. The regulations may be found at:

<http://www.pacode.com/secure/data/055/chapter168/chap168toc.html> and

<http://www.pacode.com/secure/data/055/chapter3041/chap3041toc.html>.

In addition, applications must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d by taking action as required to assure that all persons with Limited English Proficiency have meaningful access to the programs administered by the applicant. Finally, the applications must comply with cost principles outlined in the U.S. Office of Management and Budget (OMB) Circular A-87 if a local/county government agency, or OMB Circular A-122 if a non-profit organization.

## PART II

### APPLICATION REQUIREMENTS

Applicants must submit their applications in the format, including heading descriptions, outlined below. To be considered, the application must respond to all requirements in this part of the RFA. 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 should be kept separate from and not included in the Technical Submittal. **Applicants must submit separate applications for each CCIS Service Area in which they are applying.** Each application shall consist of the following separately sealed submittals:

- a. Technical Submittal, which shall be a response to RFA **Part II, Sections II-1 through II-8;**
- b. Cost Submittal in response to RFA **Part II, Section II-9;**

The Department reserves the right to request additional information, which, in the Department's opinion, is necessary to assure that 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 services required by this RFA, and the Applicant shall furnish to the Department all requested information and data. The Department may reject any application if the evidence submitted by, or investigation of, an Applicant fails to satisfy the Department that the Applicant is properly qualified to carry out the obligations of the RFA and to complete the Project as specified.

- a. Technical Submittal, must include a Transmittal Letter and include Tabs 1 through 11. Applicants must format their technical responses using the following guide:
  - Tab 1: Application Cover Sheet (**Appendix B**)
  - Tab 2: Table of Contents
  - Tab 3: Statement of the Problem
  - Tab 4: Management Summary
  - Tab 5: Work Plan
  - Tab 6: Prior Experience
  - Tab 7: Personnel
  - Tab 8: Contract Standards
  - Tab 9: Emergency Preparedness
  - Tab 10: Financial Capability
  - Tab 11: Lobbying Certification (**Appendix C**)
- b. Cost Submittal, in response to RFP **Part II, Section II-10.**

Hard copies of the applications must be packaged as follows:

- Ten copies of the Technical Submittal, Tabs 1 through 11, in three-ring binders.
- Two copies of the Cost Submittal must be bound separately and sealed in a separate envelop that is clearly labeled.
- If an Applicant is submitting applications for more than one CCIS Service Area, each CCIS Service Area application (Technical and Cost Submittal) must be packaged separately.

Mailing labels obtained from the DGS website at <http://www.emarketplace.state.pa.us/Search.aspx> must be used on the outside of each package or box. The label should clearly indicate the CCIS Service Area for which the application is being submitted.

**II-1. Statement of the Problem.** State in succinct terms the following: (1) the Applicant's understanding of the services and the related requirements of this RFA; (2) the Applicant's qualifications for this project; and (3) the Applicant's overall approach to the project. The Statement of the Problem should discuss specific issues/risks associated with providing the required services and should include proposed solutions. The Applicant's response should demonstrate that the Applicant fully understands the scope of work, the Applicant's responsibilities, and the performance expectations for the relevant CCIS Service Area(s).

**II-2. Management Summary.** Include a narrative description of the proposed effort and a list of the proposed services. The summary will condense and highlight the contents of the technical proposal in a way that provides the DPW with a broad understanding of the entire Technical Submittal. If the Applicant is proposing to sub-grant portions of the work, the Applicant should identify the sub-grantee and describe the general scope of the work to be sub-granted. This section must not exceed five (5) single sided pages.

Applicants are encouraged to highlight those factors that they believe distinguish their application, including:

- An overview of the application work plan and approach to meeting the application requirements;
- Proposed staffing and qualifications of key personnel, identification of any sub-grantees, and a summary of the sub-grantee's scope of work;
- Highlights of the Applicant's corporate qualification and resources, including previous relevant experience, staff, computer facilities, and financial stability, should be included as well as a discussion of the Applicant's corporate commitment to performing the grant and meeting the performance requirements; and
- A description of any specific qualifications or aspects of the proposed approach that the Applicant considers especially notable.

**II-3 Work Plan.** The Applicant will include a detailed work plan (Microsoft Project 2000) detailing the sequencing of events and the time required to fully implement this project by July 1, 2013. The Applicant should describe in detail how you plan to achieve the Department's objectives, as identified in Part IV-1. In addition, describe in narrative form your technical plan



for accomplishing the work **Part IV** of this RFA. The relationship between key staff (defined as the CCIS Director, Assistant Director (if applicable), Financial/Budget Manager, and Eligibility Manager staff along with organizational chart of all staff) and the specific tasks, assignments, and deliverables proposed to accomplish the scope of work should also be described. Indicate the number of staff hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, that clearly outlines the project timetable from beginning to end.

The Applicant will describe its management approach including how it will exercise its proposed work plan. Applicant should include detailed information to demonstrate that it meets all qualifications included in this RFA. Where possible, the Applicant should provide specific examples of the approaches it will use to fulfill the RFA requirements and examples of the Applicant's similar experience and approach on comparable projects. The Applicant should describe the management controls it will use to ensure the quality of the work and the achievement of all performance expectations. The Applicant should also address its approach to internally monitor and evaluate its effectiveness in meeting the RFA requirements for the CCIS Service Area throughout the course of the grant.

The Applicant shall include organizational charts outlining the CCIS Service Area staffing, reporting relationships and staff members. The Applicant shall show the total number of staff proposed and indicate the full-time and part-time positions. The Applicant shall provide similar information for any proposed sub-grantees. The Applicant shall provide a role/description table for the Applicant's proposed staffing roles and include a description of the duties and functions by each staffing role.

The Applicant shall describe the approach it will take to establish, capture, document, evaluate, and report on core performance metrics required by the RFA.

**II-4 Prior Experience.** Include experience in administering human services programs, including: determining eligibility, issuing provider payments, providing counseling and referral services, managing budgets, and performing data entry.

Experience shown should be work done by individuals assigned to this project as well as that of your company/office. Referenced projects should include the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency. Include any additional experience that the Applicant believes is relevant to the scope of work and clearly describe how the experience cited is relevant.

- a. **Corporate Background.** The Applicant must describe the corporate history and relevant experience of the Applicant and any sub-grantees. 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 as part of this section.

Applicants must identify any current contracting or subcontracting relationship(s) that may result in a conflict of interest with the requirements of this RFA. Applicants must also abide by the Department's conflict of interest standards identified in **Appendix D, Standard Grant Terms and Conditions for Services** and **Appendix E, Department of Public Welfare Addendum to Standard Terms and Conditions**.

- b. **Corporate Experience.** The Applicant must describe experience providing similar services, including the name, address, and telephone number of the responsible official of the customer, company, or agency. This section must include a description of the Applicant's experience in administering a human services program.
- c. **References.** The Applicant must provide a list of at least three (3) relevant contracts/grants within the past three (3) years to serve as corporate references. This list shall include the following for each reference:
  - i. Name of Applicant
  - ii. Type of contract
  - iii. Contract description, including type of service provided
  - iv. Total contract value
  - v. Contracting officer's name and telephone number
  - vi. Role of subcontractor(s) (if any)
  - vii. Time period in which service was provided

The Applicant must submit **Appendix F, Corporate Reference Questionnaire**, directly to the contacts listed. The references should return completed questionnaires in sealed envelopes to the Applicant. The Applicant must include these sealed references with its application.

The Applicant must disclose any contract or grant cancellations, suspensions or disbarments within five (5) years preceding the issuance of this RFA. If a contract or grant was canceled 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 contract cancellation. The Applicant must also include each customer's:

- Company or entity name,
- Address,
- Contact name,
- Phone number, and
- Email address.

Failure to disclose such a canceled contract or grant termination may result in disqualification. If the DPW learns about such a failure to disclose after the grant is awarded, the grant may be terminated and the Applicant will be liable for all costs associated with the re-procuring the services, including any increased costs.

The Applicant must describe the corporate identity, legal status and forms, including name, address, telephone number, facsimile number, and email address for the legal entity that is submitting the Application. In addition, Applicants must provide the name and address of the principal officers, a description of its major services, its legal status as a for-profit or not-for-profit company, and any specific licenses and accreditations held by the Applicant.

The Applicant must provide similar organizational background information on sub-grantees (exclusive of affiliates). If an Applicant is proposing to use the services or products of one of its subsidiaries or affiliated firms, the Applicant must describe the business arrangement with that entity and the scope of the services the entity will provide.

If the Applicant intends to use the experience of any proposed sub-grantee to meet the qualifications and requirements of this RFA, then the same information as above must be provided for relevant contract/agreement of the sub-grantee.

- Description of sub-grantees  
Respondent shall provide a list of the sub-grantees who will provide services under the grant for the respective CCIS Service Area(s) resulting from this RFA, including the following information:
  - Business name,
  - Address,
  - Type of organization,
  - Date of formation,
  - State of charter and corporate charter number,
  - FEIN, and
  - Estimated percentage of the sub-grantee's contribution to the overall project.

If the sub-granting company is a division or subsidiary of any other organization, the summary shall include the following information about the sub-grantee company's parent organization:

- Business name,
- Address,
- Type of organization,
- Date of formation,
- State of charter and corporate charter number, and
- FEIN.

**II-5. Personnel.** Include the number of personnel who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel, defined as the CCIS Director, Assistant Director (if applicable), Financial/Budget Manager, and Eligibility Manager, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in administering a

human services program, including: determining eligibility, issuing provider payments, providing counseling and referral services, managing budgets, and performing data entry.

Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any sub-grantees you intend to use and the services they will perform. The Applicant must include an organizational chart specific to the personnel assigned to accomplish the work described in this RFA. The organization chart must illustrate the lines of authority, designate the individual(s) responsible and accountable for the completion of each component and deliverable in the RFA, indicate the names of the personnel assigned to each role, and the number of hours per week each person is projected to work on the project. The organizational chart must clearly indicate any functions that are sub-granted along with the name of the sub-granting entities and the services they will perform.

The Applicant must identify a minimum of three (3) client references for each Key Staff. At least two (2) of the client references for each Key Staff must be outside clients who can give information on the individual's experience and competence to perform project tasks similar to those requested in this RFA. Key Staff may be a member of the Applicant's organization, or any sub-grantee included in the Applicant's application. The Commonwealth may conduct additional reference checks to verify the accuracy of submitted materials and to ascertain the quality of past performance. The Commonwealth may pursue any reference that may assist in completing the Technical Proposal evaluation. DPW will consider references as part of the evaluation process.

The Applicant/Key Staff must submit **Appendix G, Personnel Reference Questionnaire**, directly to the contacts listed. The references should return completed questionnaires in sealed envelopes to the Applicant. The Applicant must include these sealed references with its application.

- A. **Staffing Narrative.** The narrative must be no more than thirty (30) pages and:
1. Identify the responsibilities of each of its Key Staff.
  2. Provide a description of all qualifications for each role the Applicant plans to fill, for all staff, including Key Staff.

The Applicant shall provide the following information about each of its Key Staff:

1. Title;
2. Employer;
3. Location(s) where work will be performed;
4. Percent of work day and project duration this individual will spend performing work for the respective CCIS Service Area(s) of this RFA;
5. How long the individual has been with your company;
6. Description of their current position and responsibilities;
7. Any other projects/commitments for this team member and when those commitments are scheduled to end; and
8. Whether or not this member participated in the development of the response to this RFA and specify the RFA Section(s).

- B. **Resumes.** In addition to assessing the experience of specific individuals, DPW will consider the resumes as a key indicator of the Applicant's understanding of the skills required for each essential staffing area. The resumes for each of all proposed Key Staff shall not exceed three (3) pages. The Applicant must include the specific skills and knowledge of each of the Key Staff that will enable them to successfully complete the requirements of the RFA.

The resumes of all Key Staff proposed must include:

- a. Name and job title;
- b. Experience in human services program management, eligibility determination, provider payments, counseling and referral services, and managing budgets, explicit descriptions of duties and accomplishments;
- c. Relevant education, qualifications, and training, including college degrees, dates, and institution name and location;
- d. Experience with the requirements listed in the RFA.

- C. **Key Staff Diversions or Replacement.** Once key staff are approved by DPW, the Applicant may not divert or replace personnel without approval of the DPW Project Officer and in accordance with the following procedures. The Applicant must provide notice of a proposed diversion or replacement to the DPW Project Officer at least thirty (30) days in advance and provide the name, qualifications, and background check of the person who will replace the diverted or removed staff. The DPW Project Officer will notify the Applicant within ten (10) days of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.

The DPW Project Officer may request that the selected Applicant remove its staff person from this project at any time. In the event that the selected Applicant staff person is removed from the project, the selected Applicant will have ten (10) days to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the DPW Project Officer's approval.

**II-6. Grant Agreement Standards.** Applicants should identify specific Compliance Performance Standards and/or Operations Performance Objectives they would envision providing within the scope of services in their application.

The Commonwealth has developed a set of Compliance Performance Standards and Operations Performance Objectives the Applicant will need to adhere to in order to be in good standing on the grant. All pricing submitted through the Pricing Submittal will need to reflect these Performance Standards and Objectives. The Compliance Performance Standards will be reviewed annually by the Department's Subsidy Coordinator. The onsite reviews will be conducted annually for the duration of the grant term. Additionally, the Department conducts a Federal Review, as required by the Office of Child Care, Administration for Children and Families (ACF); which occurs every three years in conjunction with the Department's annual review. The Department's Subsidy Coordinator will review the Operations Performance Objectives on a monthly, quarterly, or as needed basis; the Compliance Performance Standards

review will be done annually. The Department's Subsidy Coordinator will identify any issues requiring immediate attention, and will identify specific issues, which must be addressed through a Plan of Correction (POC). Please refer to Part IV Statement of Work for the Performance Standards and Objectives.

**II-7. 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. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth 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 pandemic preparedness:
  - Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
  - Identify essential business functions and key employees (within your organization) necessary to carry them out
  - Contingency plans for:
    - How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
    - How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
  - 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), etc.
  - How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

**II-8. Financial Capability.** Applicants must submit information about the financial conditions of the company in this section. For ease in assembling the application, the Applicant should append its financial documentation rather than including it in the main body of the application. The Applicant must provide the following information:

- a. The identity of each entity that owns at least five percent (5%) of the Applicant.
- b. For the Applicant and for each entity that owns at least five percent (5%) of the Applicant:
  - i) Provide audited financial statements for the three (3) most recent fiscal years for which statements are available. If your company is a publicly traded company, please provide a link to your financial records on your company website. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also,

include a Dun & Bradstreet comprehensive report if available. If audited financial statements are not available, explain why and submit unaudited financial statements.

- ii) Unaudited financial statements for the period between the last month covered by the audited statements and the month before the application is submitted.
- iii) Documentation about available lines of credit, including maximum credit amount and amount available thirty (30) business days prior to the submission of the application.

If any information requested is not applicable or not available, provide an explanation. Applicants may submit appropriate documentation to support information provided.

- c. The full name and address of any proposed sub-grantee in which the Applicant has five percent (5%) or more ownership interest. The Applicant must provide a copy of the proposed sub-grantee's Financial and Accounting Policies and Procedures.
- d. The full name and address of any organizations with which the Applicant proposes to subcontract for any tasks to be performed for this Grant and for administrative or related services.
- e. A list of any financial interests the sub-grantee may have in the Applicant's organization or any financial interest the Applicant's organization has in proposed sub-grantees.
- f. Information about any significant pending litigation.

**II-9. Cost Submittal.** The information requested in this **Part II, Section II-10, Appendix H**, 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.** The total proposed cost shall be broken down into the cost reimbursement categories as shown in **Appendix H**, utilizing the instructions contained therein. 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 Project Officer pursuant to **Part I, Section I-11**, 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 Commonwealth is highly interested in realizing cost savings and efficiencies through the consolidation of CCIS Service Areas through this RFA.

**The Department will reimburse the selected Applicant for work satisfactorily performed after execution of a written agreement and the start of the grant**

**term, in accordance with grant requirements, and only after the Department has issued a notice to proceed.**

**II-10. 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 proposals in response to this RFP must sign the “Lobbying Certification Form,” (attached as **Appendix C**) and, if applicable, complete the “Disclosure of Lobbying Activities” form available at:

<http://www.whitehouse.gov/omb/assets/omb/grants/sfllin.pdf>.



## PART III

### CRITERIA FOR SELECTION

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

- a. Timely received from an Applicant; and
- b. Properly signed by the Applicant.

**III-2. Technical Nonconforming Applications.** The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (a-b) are the only RFA requirements that the Commonwealth considers *non-waivable*. The Department reserves the right, in its sole discretion, to (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.

**III-3. Evaluation.** The Department has selected a committee of qualified personnel to review and evaluate timely submitted applications. 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 of the evaluation factors. The Department will award a grant only to an Applicant determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

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

- **Technical – 60%**
  - **Cost – 40%**
- a. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFA as **60%** of the total points. Evaluation will be based upon the following: **Understanding the Problem, Soundness of Approach, Applicant Qualification, Personnel Qualifications, and Available Facilities.**
    - Soundness of Approach. This refers the Applicant's approach to manage specified tasks, sequence and relationship of major steps, techniques for collecting and analyzing data, and understanding state of the art and industry practice in the areas covered by the RFA.
    - Applicant Qualifications. This refers to the ability of the Applicant to meet the terms of the RFA, especially the time constraint and the quality, relevancy, and recent studies and projects completed by Applicant.

- Understanding the Problem. This refers to the Applicant's understanding of the needs that generated the RFA, of DPW's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved.
  - Personnel Qualifications. This refers to the competence of professional personnel who are assigned to the Project. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that describe in the RFA. Particular emphasis is place on the qualifications of the Project Manager and lead clinical staff.
  - Available Facilities. This refers to the Applicant's availability of adequate physical facilities for staff to accomplish the task, as well as the administrative and logistical support requirements.
- b. **Cost:** The Department has established the weight for the Cost criterion for this RFA as **40** % of the total points.

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

In order for an Applicant to be considered responsible for this RFA and therefore eligible for selection for best and final offers or selection for grant negotiations:

- (1) The total score for the technical submittal of the Applicant's application must be greater than or equal to **70%** of the **available technical points**; and
- (2) The Applicant's financial information must demonstrate that the Applicant possesses the financial capability to assure good faith performance of the contract. The Issuing Office 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.

Any Applicant, which fails to demonstrate sufficient financial capability to assure good faith performance of the agreement, may be considered by the Issuing Office if the Applicant provides grant performance security for the first grant year cost of the grant in a form acceptable to the Issuing Office. Based on the financial condition of the Applicant, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the grant 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 to the Commonwealth.

Further, the Issuing Office will award a grant only to an Applicant determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

- a. **General.** The objective in initiating this RFA is to ensure that Subsidized Child Care Program Services are provided consistently across all Child Care Information Services (CCIS) agencies.
- b. **Specific.** The specific objective is to consolidate CCIS agencies to achieve lower administrative costs and create business efficiencies while continuing to provide seamless subsidized child care services. This RFA will lower administrative costs by reducing the number of CCIS agencies from 59 to 42; create new efficiencies by consolidating non-eligibility services and operations; having satellite offices open where needed to provide access to families; and maintain current functions and high quality services with this new business model.

**IV-2. Nature and Scope of the Project.** The purpose of this RFA is to secure up to forty-two (42) entities that will provide Subsidized Child Care Program Services for the CCIS Service Areas described in **Appendix A**. Currently, there are approximately 135,202 children receiving services from 59 CCIS agencies. The selected Applicant must meet all requirements as specified in **Section I-30 Regulatory Requirements** and in the CCIS Policy & Procedures Manual. The selected applicant must also meet all performance standards and objectives, as defined in **Appendix I**.

#### IV-3. Requirements.

1. **General Requirements:** The selected Applicants must meet the general requirements prior to providing services.
  - a. **Prime Applicant Responsibilities.** Selected Applicants will assume responsibility for all services offered in its application, even if provided by a sub-grantee. DPW will consider the selected Applicant to be the sole point of contact with regard to the Agreement and operational matters.
  - b. **Sub-grants.** The selected Applicant must identify all proposed sub-grantee. The Grant Administrator must approve, in writing, the use of any sub-grantee listed in the Application or any additional sub-grantees identified during the term of the grant agreement, before any sub-grantee can provide services.
2. **Conflict Free Requirements.** The selected Applicant will avoid conflicts of interest, or the appearance of conflicts of interest, for enrollments of children, administrative processes, direct service system management, and the treatment of providers.
  - a. No personnel assigned to the project may work for any provider of subsidized childcare services.
  - b. If the selected Applicant is a subsidized child care provider, related to or otherwise affiliated with a subsidized child care provider, the selected Applicant must disclose this relationship in its Technical Submittal. The Applicant must

also provide a detailed written description of the nature of its relationship with the related provider, including, but not limited to, detailed information on the ownership of the company that contains the names and percent of ownership, ownership structure. The Applicant must also disclose any other current contracting or subcontracting relationships that may result in a conflict of interest with the services required by this RFA. The selected Applicant must abide by the conflict of interest standards identified in the Standard Terms and Conditions for Grants and the DPW Addendum to the Standards Terms and Conditions.

In addition, the Commonwealth reserves the right not to accept an application from an Applicant that has been determined to have a conflict of interest based on the language above. As part of the Transmittal Letter, the Applicant must submit complete organizational information that includes an organization chart listing all subsidiaries; a listing of all Agreements that the Applicant has within Pennsylvania; a listing of any Agreements of its subsidiaries associated with any subsidized childcare services provider doing business in Pennsylvania.

- 3. In-State Office Requirements.** The selected Applicant must establish at least one CCIS office for each CCIS Service Area, regardless of the number of Service Areas awarded. All sites must be accessible and meet the Americans with Disabilities Act (ADA) standards.

The Applicant will request in writing advance approval to relocate the Child Care Information Services (CCIS) agency at least 90 days prior to a tentative relocation. Additionally, the applicant will request in writing advance approval to incur expenses for major renovations (\$5000 or greater), expand existing space or any other change that will permanently increase occupancy expenses during the grant period.

- 4. Resource Requirements.** The selected Applicant must have an office and appropriate equipment. The selected Applicant must supply meeting rooms and normal office space for personnel, including: appropriate equipment, computers and monitors, network and internet connectivity, supplies, clerical assistance, and administrative support needed to perform this engagement at its main office. DPW will not be providing computers, internet connectivity, network support, software or desktop support. Applicants are required to establish the main office in a location with high-speed internet accessibility and consider internet capabilities to deliver services in other counties included in the Service Area. If the applicant foresees an internet accessibility issue in the Service Area or counties within the Service Area, a detailed explanation is required in your application.
- 5. Service Area Presence.** Selected Applicants must establish a main office in each Service Area and must have the capability to conduct in-person meetings with individuals, families, and providers in each service area.
- 6. Access to Services.** The selected Applicant must meet the following accessibility requirements before providing services.

- a. The selected Applicants' staff person(s) must be available to answer subsidized child care questions from the general public between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, except on state recognized holidays or in the case of County Government managed programs, county recognized holidays. The selected Applicant will submit a copy of the CCIS holiday schedule.
- b. A telephone call to the selected Applicant shall be toll-free for any family who lives within the service area served by the CCIS. The selected Applicant shall be known as the "Child Care Information Services of \_\_\_\_\_". The selected Applicant shall list the above-mentioned name prominently at the office location and on all correspondence to parents, providers and the public.
- c. The selected Applicant will be accessible to parents and providers who cannot contact the agency staff during the weekday office hours.
- d. The toll-free telephone line may not have voice mail as the primary mechanism for handling incoming telephone calls between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, except on state recognized holidays or in the case of County Government managed programs, county recognized holidays.
- e. The selected Applicant's staff will respond to voice mail messages within 2 working days.

**7. Staff Clearances.** The selected Applicant(s), including all subgrantee's staff that performs services pursuant to this RFA must obtain written clearances from the Pennsylvania State Police and Office of Children, Youth and Families' DPW-Childline and Abuse Registry. 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>. Child abuse clearances are obtained from:

Office of Children, Youth and Families  
DPW-Childline and Abuse Registry  
P.O. Box 8170  
Harrisburg, Pennsylvania 17105-8170  
(717) 783-6211

For any staff who has not been a Pennsylvania resident for the previous two (2) years, the selected Applicant(s) must obtain a Federal Criminal History Record from the Federal Bureau of Investigation (FBI), in addition to the Criminal History Record from the State Police.

The selected Applicant(s) must provide written confirmation that the background checks are completed before the Commonwealth will permit access to the vendor's staff. If, at any time, it is discovered that a selected Applicant(s) employee has an impermissible criminal record, the selected Applicant(s) shall not assign that employee to any Commonwealth service program, shall remove any access privileges already given to the employee and shall not permit the employee remote access unless the agency consents to the access, in writing. Failure of the selected Applicant(s) to comply with the terms of this paragraph may result in default of the selected Applicant(s) under its Agreement.

- 8. Information Handling.** The selected Applicant(s) must abide by the Commonwealth's specific regulations and requirements concerning confidentiality of information and Health Insurance Portability and Accountability Act (HIPAA) Business Associate Language provided in the **Standard Grant Terms and Conditions for Services and Appendix E, Department of Public Welfare Addendum to Standard Terms and Conditions**. The selected Applicant(s) must protect the confidentiality of all Commonwealth information. The selected Applicant(s) agrees that any breach of this provision may, at the discretion of the Commonwealth; result in termination of the Agreement.

The nature of Subsidized Child Care Services requires the handling of sensitive information. All personnel and/or sub-selected Applicants(s) assigned to the provision of enrollments of children, administrative processes, direct service system management, and the treatment of providers by the selected Applicant(s) must comply with applicable federal and state laws, regulations, and rules regarding the security and confidentiality of information pertaining to individuals receiving Subsidized Child Care Services.

Compliance will include:

- a. All personnel and/or sub-selected Applicants(s) of the selected Applicant(s) and its reporting agent, as applicable must comply with the Health Insurance Portability and Accountability Act (HIPAA);
- b. All personnel and/or sub-selected Applicant(s) of the selected Applicant(s) and its reporting agent, as applicable, must receive training in confidentiality regulations, including HIPAA Privacy and Security training and Medicaid confidentiality requirements;
- c. All personnel and/or sub-selected Applicant(s) of the selected Applicant(s) must sign a confidentiality agreement. Personnel policies must address disciplinary procedures relevant to violation of the signed confidentiality agreement; and
- d. Both confidential and sensitive information are not to be used by the selected Applicant(s) or sub-selected Applicant(s) or given to another agency other than for the purpose of carrying out obligations of the Agreement.

The selected Applicant(s) is responsible for ensuring that adequate measures are in place to prohibit unauthorized access, copying, and distribution of information during work on this project. The selected Applicant(s) is responsible for proper disposal of both hard and electronic working copies of information during work on this Project, as well as any remaining information upon the completion of the Project.

The selected applicant may need to transfer sensitive information with other agencies, vendors, or with the Commonwealth pursuant to the requirements of the Agreement. The selected Applicant(s) will follow Commonwealth procedures for information handling and sharing. The selected Applicant(s) will retain all records for six (6) years after becoming fully inactive or until the disposition of court hearings, audits and appeals are complete. The selected Applicant(s) is responsible for following record retention procedures for all applicable federal, state and local government agencies.

The Applicant shall be responsible for the collection of data required by the Department related to the Applicant's management of the Department's subsidized childcare program. All data collected remains the sole property of the Department. The Applicant shall provide the Department with copies of the data and specific reports that are generated from the data, as requested by the Department. All requests from Federal or State agencies for information shall be referred to the Department. The Applicant should immediately forward any requests for information to the appropriate Subsidy Coordinator. The Applicant may provide the following information without Department consent:

- a. Parent counseling and consumer education activities performed by the Applicant or its agents;
- b. The number of children in care (by funding stream if requested);
- c. The list of participating relative/neighbor providers to either PQAS approved agencies or Department of Education Food Sponsors;
- d. Informational brochures. All brochures must acknowledge that the program was made possible by the Department of Public Welfare.

The Department reserves the right to modify this list of exceptions upon written notice to the Applicant.

**9. Archived Files.** The selected Applicant(s) must establish and maintain all archived files in an accurate, secure and confidential manner and for the required period of time as mandated by applicable federal, state and local rules and regulations.

**10. Payment for Child Care.** The selected Applicant will provide payments for child care services, as prescribed below:

- a. All child care providers who submit accurate invoices for payment by the fifth calendar day of the month following the month in which child care was provided, will be issued payment by the 20th of that month.
- b. All eligible parent/caretakers receiving care in their own home and whose child care providers submit accurate invoices for payment by the fifth calendar day of the month following the month in which child care was provided, will be issued payment by the 20th of that month.
- c. The selected Applicant will participate in all invoicing methods including on-line attendance tracking (OAT) and paper invoices.
- d. The Applicant will reimburse regulated child care providers based on the provider's reported rates up to the maximum amount published by the Department and referenced in PELICAN CCW. The Applicant will reimburse unregulated, legally operating providers based on the rates published by the Department and referenced in PELICAN CCW.

**11. Fiscal Management.**

- a. The selected Applicant will monitor the expenditure of service allocations daily to assure there is neither over-expenditure nor under-expenditure of funds.



- b. The selected Applicant will monitor the fiscal management of Family Support Services (FSS) funds monthly to assure there is neither over-expenditure nor under-expenditure of funds.
- c. The selected Applicant will monitor overpayments monthly and upon request, will report to the Department if the total sum of all overpayments exceeds 1% of the service allocation.
- d. The selected Applicant will continue to enroll children off the waiting list when funds are available in accordance with the Department's overbooking percentages and enrollment procedures. Overbooking is a dollar amount entered into PELICAN CCW allowing enrollment to exceed the service allocation for a given fund, especially near the beginning of a fiscal year. Overbooking is currently only entered for Low Income, as this is the only fund that has a Waiting List. Once the encumbered funds reach the service allocation plus the overbooking amount, new enrollments will be diverted to the Waiting List. The CCIS must manage overbooking levels throughout the year based on direction from the Department. CCISs will enroll children as funds are available and in accordance with the Department's overbooking percentages and directives.
- e. Upon notification from the Department, the selected Applicant agrees to recoup funds, through payment adjustments, from any provider or sub-grantee that has an outstanding financial obligation to the Department. The selected Applicant will not assume responsibility for these overpayments if unable to collect.
- f. The selected Applicant will establish specific set-asides as directed by the Department. The selected Applicant will monitor the fiscal management of the set-asides to assure there is neither an over-expenditure nor significant under-expenditure of funds at the end of the grant period

**12. Child Care Provider Agreements.**

- a. The selected Applicant must offer to any child care provider that seeks to participate in the subsidized child care program and is eligible to participate, a provider agreement within 15 days of a parent selecting them as the provider of choice for child care.
- b. The selected Applicant may not change or modify any provider agreements or eligibility forms.

**13. Payment Management.**

- a. The selected Applicant will validate invoices from participating providers to assure that payment is made only for authorized services.
- b. The selected Applicant will manage late or incorrect invoices according to policy and pay approved invoices by the next payment cycle.

**14. PA's Enterprise to Link Information for Children Across Networks (PELICAN) Child Care Works (CCW).**

- a. The selected Applicant will use PELICAN CCW as prescribed by the Department to manage the subsidized child care program.
- b. The selected Applicant will use PELICAN CCW as prescribed by the Department for parent counseling and parent resource and referral services.

- c. The selected Applicant agrees that it will only participate with legally operating providers who are registered in PELICAN CCW.
- d. The selected Applicant will comply with the requirements regarding updating provider information in PELICAN CCW as required by the Department.
- e. The selected Applicant will assure that all procedural requirements for maintenance of provider information (excluding initial data entry of regulated providers, which is the responsibility of the Department), are met.

**15. Provider Communications.** Upon request from the Department, the selected Applicant will distribute to providers information on services offered by Federal or State agencies and other information on quality initiatives offered by the Department or the Department's business partners.

**16. Staff Training.**

- a. New staff will be trained within 60 calendar days of their start date for all aspects of their job assignments.
- b. Staff will receive on-going training within 30 calendar days of updates or changes to any aspect of their job assignments.
- c. The selected Applicant will cross train staff to assure that core functions are able to be performed in the event of staff vacancies and/or absences.
- d. The selected Applicant will submit a training plan.

**17. Public Services.**

- a. The selected Applicant will make parent services available to the general public and all families who may be eligible for subsidized child care.
- b. The selected Applicant must distribute information on the selection of quality child care based on the requirements of the Department.
- c. The selected Applicant must have a grievance procedure that handles client, provider and public complaints and unresolved issues. The selected Applicant will submit a grievance procedure.

**18.** Under special circumstances, the selected Applicant agrees to enter into sub-grants with providers within the Applicant's geographic service area for subsidized child care services upon notification and direction from the Department. Prior to selecting providers, the Department will consult with the Applicant.

**19.** In the absence of the executive director or other essential staff, the selected Applicant must appoint a designee(s) with authorization to implement any requests directed by the Department as well as to provide all requested information to the Department within prescribed timeframes established by the Department.

**20.** The County Assistance Office (CAO) retains responsibility for determining initial and continuing child care eligibility for Temporary Assistance to Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP) clients, including responsibility for identifying and processing overpayments related to eligibility. Each selected Applicant is responsible for providing client services, issuing child care payments, and

provider management for TANF and SNAP clients determined eligible for child care by the CAO.

**21. Disaster Recovery Plan.** The Applicant will establish a disaster recovery plan regarding computer failure (loss of data) and destruction to the facility. Within 72 hours, the CCIS must be operational at a temporary site with an operating telecommunications system and give public notification of the new location and new CCIS telephone number(s). Backup data, for all business records not contained in PELICAN CCW, must be stored off-site for seven years. The disaster recovery plan must address:

- a. The rapid return to limited operation;
- b. The accuracy of software and data at return to operation; and
- c. The ability to return to full capacity as soon as possible.

The selected Applicant(s)'s disaster recovery plan must include, at a minimum:

- a. A complete backup of all non-software data sets at the end of each production day;
- b. The resultant tapes/disks will be removed to an external secure site. These back-up tapes/disks must be cycled on a weekly basis.
- c. Upon the installation of any software (new or upgraded), a complete backup (copy) of the software must be made with the resultant tapes/disks removed to an external secure site. The backups must be retained in the grandfather, father, son scheme;
- d. The server must be designed to employ a method of redundancy for operational integrity and production;
- e. All workstations attached to the network must have sufficient processing capability to be used interchangeably and must be able to backup one another until repair or replacement can be affected;
- f. The server must be connected to an Uninterrupted Power Supply (UPS) 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;
- g. In the event of damage of a sufficient magnitude to the primary operational site, a second company location must be able to be modified to accommodate the system;
- h. There must be a description of the change of communication and command, by level, in the case of a systems or power failure; and
- i. There must be a Business Continuity Plan (BCP) to maintain business operations via a semi-automated and/or manual mode to mitigate complete disruption of services until systems have been restored to normal operating capacities.

The selected Applicant(s) must describe how, by whom, and when its disaster recovery plan will be tested.

**22. Quality Control.** The Department expects the selected Applicant to meet quality control requirements, including:

- a. The selected Applicant will supervise all work for accuracy and timeliness to assure that all aspects of the work plan, regulations pertaining to 55 PA Code relating to Child Care and Subsidized Child Care Eligibility, the CCIS Policy and Procedures, Performance Standards and Objectives, and other correspondence from the Department are met. Upon request, the Quality Assurance Plan will be submitted to the Subsidy Coordinator.
- b. The selected Applicant will monitor the expenditure of service allocations daily to assure there is neither over-expenditure nor under-expenditure of the subsidized child care funds.
- c. The selected Applicant will monitor the fiscal management of FSS funds monthly to assure there is neither over-expenditure nor under-expenditure of funds.
- d. The selected Applicant will monitor overpayments monthly and upon request, will report to the Department if the total sum of all overpayments exceeds 1% of the service allocation.
- e. The selected Applicant will monitor the fiscal management of set-asides to assure there is neither an over-expenditure nor significant under-expenditure of funds at the end of the grant period.
- f. The selected Applicant will validate invoices from participating providers to assure that payment is made only for authorized services.
- g. The selected Applicant will manage late or incorrect invoices according to policy and pay approved invoices by the next payment cycle.

The Subsidy Coordinator provides oversight to the CCIS agencies responsible for administering the Subsidized Child Care Program to insure program compliance, effective management practices, comprehensive service delivery, and sound funds management. The Coordinator will update the Department as to the activity and issues regarding the CCIS agencies and act as a liaison between parents/caretakers, CCISs, providers and Department Headquarters. The Subsidy Coordinator provides consultative support to CCISs, providers and parent/caretakers. The Coordinator insures the implementation of departmental policy and conformance of program administration and services based on State and Federal regulations, reviews grants, approves budget revisions, performs annual Performance Standards reviews, prepares and submits written reports detailing areas of CCIS non-compliance, and participates in regional CCIS meetings.

**24. Time Constraints.** The Department expects the selected Applicant to work within time constraints, including:

- a. New staff must be trained within 60 calendar days of their start date for all aspects of their job assignments.
- b. The selected Applicant's staff must receive on-going training within 30 calendar days of updates or changes to any aspect of their job assignments.
- c. The selected Applicant must cross train staff to assure that core functions are able to be performed in the event of staff vacancies and/or absences.
- d. The selected Applicant will provide comprehensive information on all agency services, provide a timely response to all inquiries within two days, and resolve complaints within two days in a professional manner.

- e. The selected Applicant will maintain and process eligibility forms for all subsidy clients timely and accurately. For Low Income or Former TANF clients, the CCIS shall determine a family's eligibility for subsidized child care no later than 10 calendar days following verification of all factors of eligibility. The CCIS may not delay a determination of eligibility beyond 30 calendar days following receipt of a signed application from the parent or caretaker. The County Assistance Office determines eligibility for TANF and SNAP clients and the information is provided to the CCIS via an electronic batch file from the Client Information System (CIS).
- The selected Applicant will assure all child care providers are legally operating and eligible to receive child care subsidies. Regulated child care providers will be reimbursed based on the provider's reported rates up to the maximum amount published by the Department and referenced in PELICAN CCW. The Applicant will reimburse unregulated, legally operating providers based on the rates published by the Department and referenced in PELICAN CCW. All child care providers who submit accurate invoices for payments by the fifth calendar day of the month following the month in which care was provided, will be issued payment by the 20<sup>th</sup> of that month.
  - All eligible parent/caretakers receiving care in their own home and whose child care providers submit accurate invoices for payment by the fifth calendar day of the month following the month in which child care was provided, will be issued payment by the 20th of that month.
- f. The Applicant will process case actions for suspended and authorized cases within the timeframes established by OCDEL.
- A case may not be in suspended status for more than 103 days (includes Adverse Action period).
  - A case may not be in authorized status for more than 43 days (includes Adverse Action period).
- g. The Applicant will process case actions for redeterminations within the timeframes established by OCDEL.
- The eligibility agency shall complete a redetermination of eligibility every 6 months and establish the family's next redetermination date.
  - Redeterminations of eligibility are to be processed no later than the redetermination due date.
- h. The Applicant will process and manage information received in their inboxes and update inboxes within the timeframes established by OCDEL.
- Cases in the CIS Inbox are to be reviewed by the CCIS within 5 days of the received date.
  - Cases in the CIS Update Inbox are to be reviewed by the CCIS within 10 days of the received date.
  - Cases in the Application Inbox are to be processed within 30 days of the received date.
  - Cases in the Redetermination Inbox are to be processed no later than the redetermination due date.

#### **IV-4. Tasks.**

##### **1. Transition Phase**

The Transition phase consists of activities that must take place prior to the effective date of the grant.

The primary objectives of the Transition Phase are the following:

- Ensure a smooth transition of responsibilities;
- Complete knowledge transfer and understanding;
- Establish accurate assessments and strong accountability controls;
- Mitigate risk to the Commonwealth, DPW, clients and providers;
- Establish facilities and appropriate infrastructure.

Transition Phase activities will vary depending on whether DPW awards a grant to the incumbent grantee or another Applicant. If DPW awards the grant to an incumbent, the activities will include changes or modifications in operational procedures consistent with the grant, or changes necessary to accommodate a different service area. If DPW awards the grant to a non-incumbent, there will be a full transition including a period of knowledge transfer from the incumbent grant recipient to the winning Applicant(s). DPW will conduct a readiness and performance review two months prior to the effective date of the grant.

The selected Applicant(s) shall participate in the Child Care Information Services Readiness and Performance Review process, which will be conducted by OCDEL. The purpose of the Readiness and Performance Review is to assess and document the status of the selected Applicant(s) readiness to meet the requirements defined in the RFA and Agreement. The selected Applicant(s) will not be permitted to begin serving subsidized child care clients if it does not show acceptable evidence of readiness during the OCDEL conducted Readiness and Performance Review. Readiness and Performance Reviews include how the selected Applicant(s) will comply with the current state and federal regulatory requirements during an onsite visit with OCDEL staff. The Readiness and Performance Review must include:

- Knowledge of Subsidized Child Care Regulations and Policies
- Knowledge of PELICAN CCW
- Knowledge of fiscal and funds management requirements
- Knowledge of payment management requirements
- Knowledge of provider management requirements
- Knowledge of resource and referral requirements
- Procedures to ensure adherence to Performance Standards and Objectives
- Procedures to ensure adherence to the Department's time constraints
- CCIS office location and equipment
- Plan for collection and storage of data
- Staffing levels and organizational structure
- Staff clearances

The date will be determined by OCDEL.

The selected Applicant(s) will be expected to provide sufficient staff to facilitate the Readiness and Performance Review process. Once the Readiness and Performance Review is completed and the findings presented to the selected Applicant(s), the selected Applicant(s) must prepare a corrective action plan, when needed, and address all outstanding issues identified during the Readiness and Performance Review prior to the effective date of the grant. During the implementation of the CAP, the selected Applicant(s) will have regular status meetings with OCDEL. These meetings may occur either face-to-face or via conference call. The Child Care Information Services Readiness and Performance Review is not a paid task.

- 2. Eligibility Determination.** Beginning on July 1, 2013, the selected Applicant must collect and evaluate client income documents, interpret and apply regulations and policy to process applications and redeterminations, follow-up on missing documentation, determine eligibility, conduct face to face interviews, establish and maintain child schedules for payment to providers, generate parent/ provider notifications, maintain case files, process appeals and participate in appeal hearings.

The Department expects the selected Applicant to determine client eligibility in a timely efficient and correct manner and to execute all related eligibility actions effectively and proficiently.

- 3. Provider Payments.** The selected Applicant must invoice for services, review invoices, authorize payments, prepare payments by check or direct deposit and maintain fiscal accounting records.

The Department expects the selected Applicant to analyze provider invoice submission for accurate child enrollment, service level, and approved schedule of service; and to render timely payments to providers.

- 4. Resource and Referral.** The selected Applicant must assist parents in locating and understanding the benefits of quality child care and early learning programs, maintain current provider data information and perform online searches for parents.

The Department expects the selected Applicant to educate parents regarding elements of quality childcare, interpret the reported childcare needs of the parent and supply parents with provider referrals based on the expressed needs.

- 5. Provider Management.** The selected Applicant must maintain provider agreements, collect and verify rate information, manage out-of-state provider certification, and process relative/neighbor providers including initiating background checks, meeting face-to-face with providers and verifying documentation.

The Department expects the selected Applicant to execute provider agreements for all certified/regulated and relative/neighbor providers, conduct periodic Market Rate Surveys (MRS), support Relative/Neighbor (R/N) providers as they navigate clearance and background checks and monitor fulfillment of R/N training requirements.

The Market Rate Survey is distributed to all regulated providers in Pennsylvania. The survey measures the rates charged by providers and paid by parents in the childcare market. The rates indicated on the survey are used for federal reporting purposes and may be used as an aid in determining the local maximum childcare allowance for the subsidy program.

Relative/Neighbor (R/N) care is legally unregulated care that is provided by a single provider in his/her own home for not more than the following: three unrelated children at any one time; or a total of six children at any one time, to include any combination of grandchildren and/or up to three unrelated children; or a combination of no more than five related and unrelated infants and toddlers.

- 6. Funds Management.** The selected Applicant must create budgets and budget revisions, referrals to the Office of Inspector General for suspected fraud, determine and collect overpayments, provide final expenditure reporting and fiscal year start up and end information.

The Department expects the selected Applicant to create and monitor expenditures of the Family Support Services (FSS) allocation and designated service allocations to ensure neither over-expenditure or under-expenditure of funds

FSS Allocations is funding reserved for administrative and operating expenses as designated by the Department of Public Welfare. These expenses may include salaries, employee benefits, occupancy costs, supplies, etc.

- 7. Turnover**

This section presents the selected Applicant's turnover requirements. Turnover is those activities necessary for the Grantee to transition the grant services another Grantee or Commonwealth resources.

- a. Turnover Scope**

- During turnover, the selected Applicant must ensure that program stakeholders do not experience any adverse impact from the transfer of services. Nine months prior to the end of the grant term, or upon DPW's request, the selected Applicant must develop and submit a Turnover Plan that details the proposed transition schedule, activities, and resource requirements for the necessary turnover tasks to be implemented upon DPW's request

**The selected Applicant must:**

- Execute the approved Turnover Plan in cooperation with the incoming selected Applicant's Transition Plan.

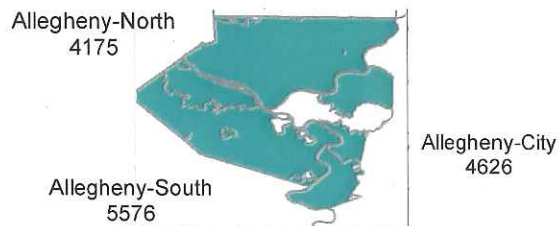
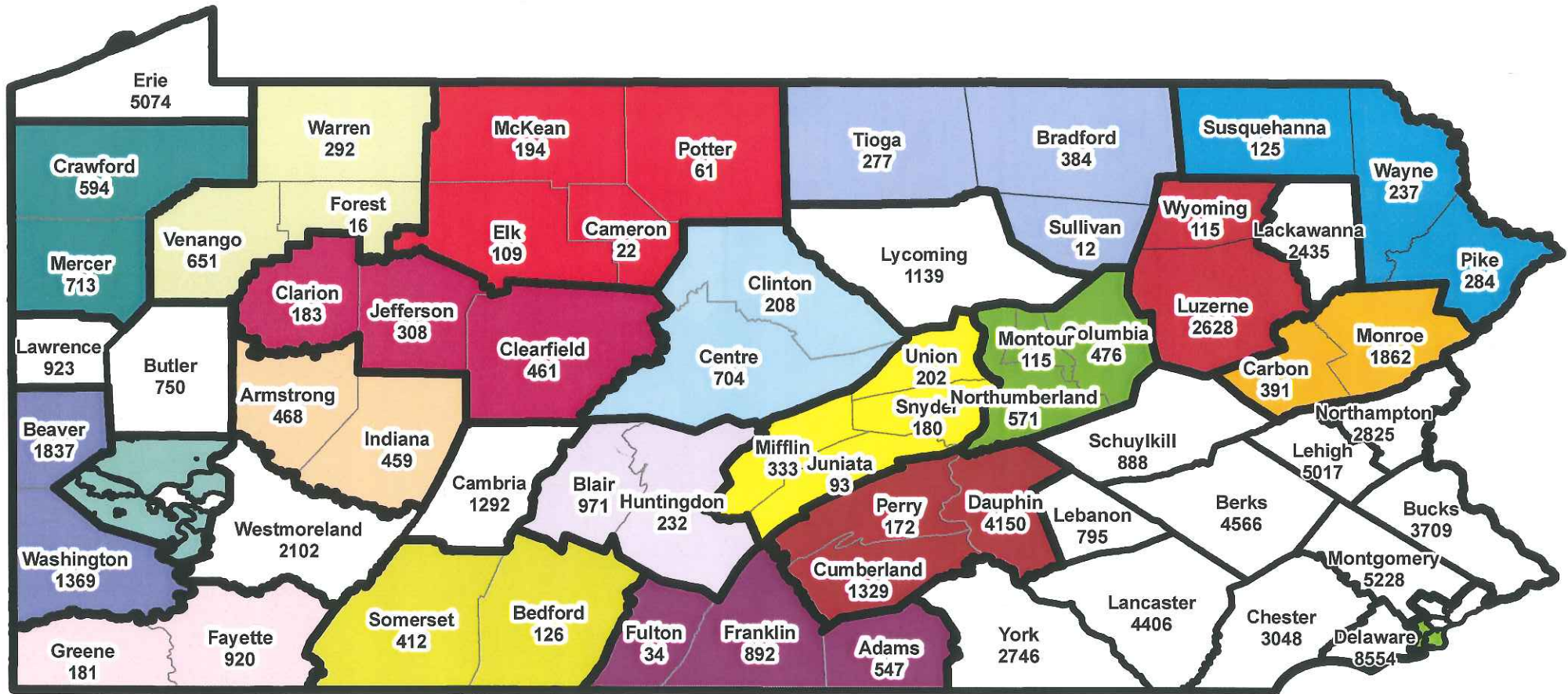


- Maintain service delivery staffing levels during the turnover period unless otherwise expressly approved by the DPW Grant Administrator;
- Not restrict or prevent the selected Applicant's staff from accepting employment or positions with DPW or with any successor Applicant. DPW will work with the incumbent and successor Applicants on the timing of any transition of incumbent staff.
- Notify the DPW Project Officer of reassignment or termination of employment or Agreement with any of its staff during Turnover prior to reassignment or termination of the staff.
- Provide to DPW within 15 business days of the request, all updated scripts and other documentation and records required by DPW.
- Turn over the operation and management of all service delivery functions to DPW or a new Grantee. This turnover must be planned and managed in an orderly fashion so that no disruption of service to children, families, or provides occurs.
- Work closely with DPW to ensure that this turnover of responsibilities and the necessary knowledge transfer are completed by the end of the grant period.
- Respond in a reasonable time to all DPW requests regarding turnover information.

**IV-5. Performance Standards and Objectives.** The Department has established certain Compliance Performance Standards and Operational Performance Objectives as indicated in **Appendix I**. Additional process and procedural information regarding the Performance Standards and Objectives is provided in **Appendix J**. The selected Applicant agrees that its failure to meet certain grant requirements as defined in **Appendix I** will result in the Department establishing a Plan of Correction (POC). The Compliance Performance Standards and Operational Performance Objectives will be evaluated on an annual basis, whereby existing Performance Standards and Objectives can be modified and/or new Performance Standards and Objectives may be added to the contract. As determined by the Commonwealth, these changes/additions may be enacted via a change order.

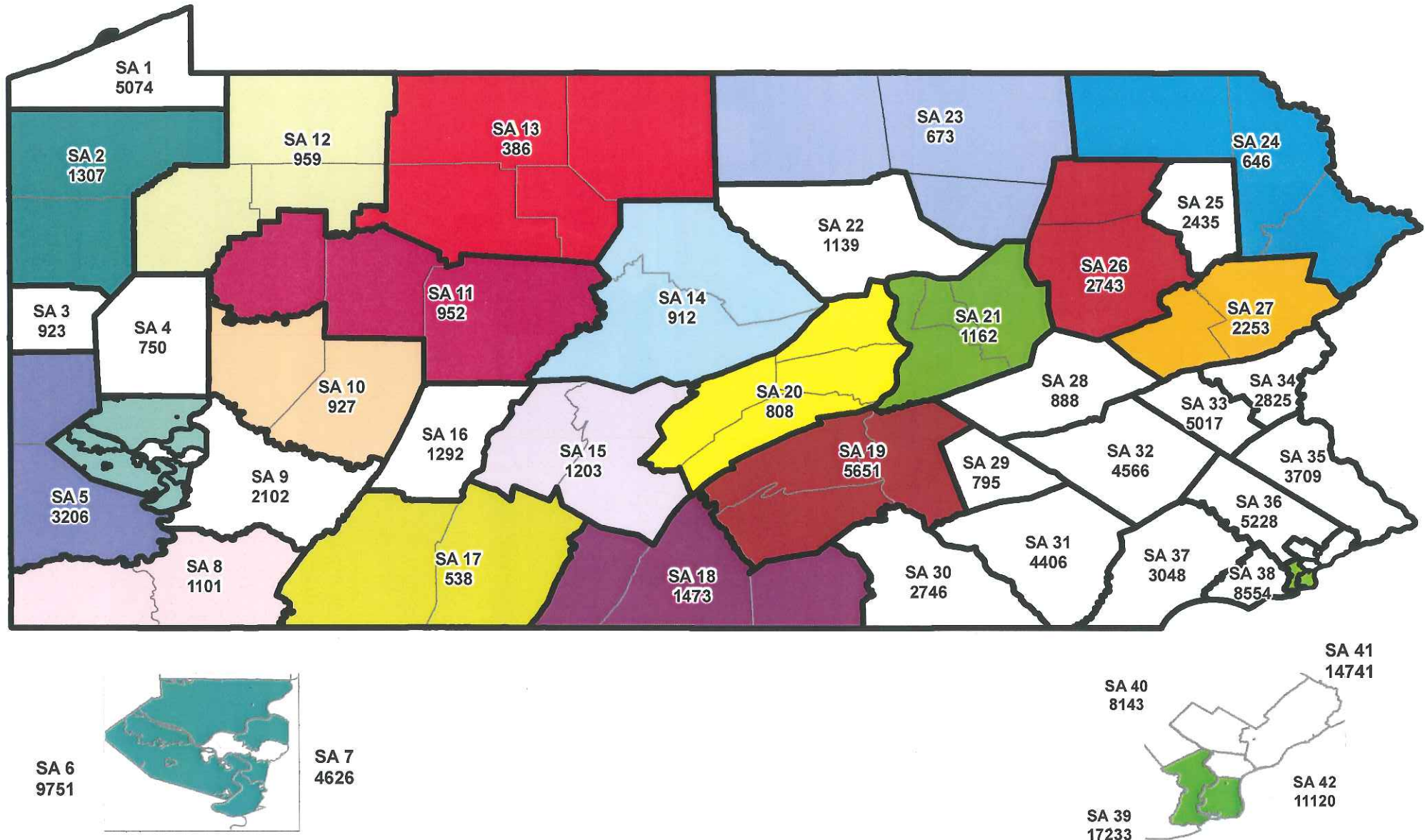
The POC the template provided in **Appendix K** will be used to identify any CCIS Performance Standard and/or Objectives that results in a "Needs Improvement" rating. The POC will identify steps the CCIS Service Area must take in order to bring the agency into compliance with the identified compliance standard and/or objective.

# CCIS: Joinder Scenario (42)



\* Number of children was point in time which varies based on budget, need, and other factors

# CCIS: Joinder Scenario (42) by Service Areas (SA)



\* Number of children was point in time which varies based on budget, need, and other factors

Service Area #	Counties within Service Area	Total Children Served (Includes Waiting List)	FY 2012-13 Estimated Service Allocation	Service Area #	Counties within Service Area	Total Children Served (Includes Waiting List)	FY 2012-13 Estimated Service Allocation
7	Allegheny-City*	4626	\$19,443,980.00	26	Luzerne/Wyoming	2743	\$8,513,696.00
6	Allegheny-North and South*	9751	\$38,490,522.00	22	Lycoming	1139	\$3,583,483.00
10	Armstrong/Indiana	927	\$3,487,975.00	13	McKean/Elk/Potter/Cameron	386	\$980,878.00
32	Berks	4566	\$15,085,397.00	2	Mercer/Crawford	1307	\$4,458,580.00
15	Blair/Huntingdon	1203	\$3,646,192.00	27	Monroe/Carbon	2253	\$6,249,690.00
23	Bradford/Tioga/Sullivan	673	\$1,859,637.00	36	Montgomery	5228	\$23,075,600.00
4	Butler	750	\$2,853,368.00	34	Northampton	2825	\$9,032,162.00
35	Bucks	3709	\$15,883,723.00	21	Northumberland/Columbia/Montour	1162	\$2,954,484.00
16	Cambria	1292	\$3,673,335.00	42	Philadelphia- North*	11120	\$58,192,955.00
14	Centre/Clinton	912	\$3,630,356.00	41	Philadelphia-NE*	14741	\$54,107,349.00
37	Chester	3048	\$13,459,086.00	40	Philadelphia-NW*	8143	\$34,462,753.00
11	Clearfield/Clarion/Jefferson	952	\$2,776,778.00	39	Philadelphia-S and W*	17233	\$80,435,731.00
19	Dauphin/Cumberland/Perry	5651	\$20,883,268.00	24	Pike/Wayne/Susquehanna	646	\$2,494,336.00
38	Delaware	8554	\$35,459,992.00	28	Schuylkill	888	\$2,371,168.00
1	Erie	5074	\$19,598,332.00	17	Somerset/Bedford	538	\$1,223,043.00
8	Fayette/Greene	1101	\$3,579,212.00	20	Union/Snyder/Mifflin/Juniata	808	\$2,367,019.00
18	Franklin/Adams/Fulton	1473	\$4,079,741.00	12	Venango/Warren/Forest	959	\$3,022,980.00
25	Lackawanna	2435	\$8,664,514.00	5	Washington/ Beaver	3206	\$12,774,118.00
31	Lancaster	4406	\$14,890,846.00	9	Westmoreland	2102	\$7,074,268.00
3	Lawrence	923	\$3,314,837.00	30	York	2746	\$9,641,075.00
29	Lebanon	795	\$2,380,946.00		<b>Total</b>	<b>148,011</b>	<b>\$581,410,101.00</b>
33	Lehigh	5017	\$17,252,696.00				

\*Multiple offices in Philadelphia and Allegheny County

**RFA #24-11 SUBSIDIZED CHILD CARE PROGRAM SERVICES  
 APPENDIX B - APPLICATION COVER SHEET  
 COMMONWEALTH OF PENNSYLVANIA  
 DPW/BFO - Division of Procurement/OCDEL**

**Enclosed in two separately sealed submittals is the application of the Applicant identified below for the above-referenced RFA:**

<b>Applicant Information:</b>	
Applicant Name	
Applicant Mailing Address	
Applicant Website	
Applicant Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Applicant Federal ID Number	

<b>Submittals Enclosed and Separately Sealed:</b>	
<b>CCIS Service Area</b>	<b>#</b>
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Cost Submittal

<b>Signature</b>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE APPLICANT'S APPLICATION MAY RESULT IN THE REJECTION OF THE APPLICANT'S APPLICATION**

**LOBBYING CERTIFICATION FORM**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U S C section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1 Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action
- 2 Identify the status of the covered Federal action.
- 3 Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4 Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5 If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6 Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7 Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8 Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9 For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10 (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: <sup>4c</sup>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



## STANDARD GRANT TERMS AND CONDITIONS FOR SERVICES

### 1. TERM OF GRANT

The term of the Grant shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Grant, subject to the other provisions of the Grant. The Effective Date shall be fixed by the Granting Officer after the Grant has been fully executed by the Grantee and by the Commonwealth and all approvals required by Commonwealth Granting procedures have been obtained. The Grant shall not be a legally binding Grant until after the Effective Date is affixed and the fully-executed Grant has been sent to the Grantee. The Granting Officer shall issue a written Notice to Proceed to the Grantee directing the Grantee to start performance on a date which is on or after the Effective Date. The Grantee shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Grantee for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Grant. The Commonwealth reserves the right, upon notice to the Grantee, to extend the term of the Grant for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Grant coverage and only for the time necessary, up to three (3) months, to enter into a new Grant.

### 2. INDEPENDENT GRANTEE

In performing the services required by the Grant, the Grantee will act as an independent Grantee and not as an employee or agent of the Commonwealth.

### 3. COMPLIANCE WITH LAW

The Grantee shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Grant.

### 4. ENVIRONMENTAL PROVISIONS

In the performance of the Grant, the Grantee shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

### 5. POST-CONSUMER RECYCLED CONTENT

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Grant must meet the minimum percentage levels for total recycled content as specified in Exhibits A-1 through A-8 to these Standard Grant Terms and Conditions.

### 6. COMPENSATION/EXPENSES

The Grantee shall be required to perform the specified services at the price(s) quoted in the Grant. All services shall be performed within the time period(s) specified in the Grant. The Grantee shall be compensated only for work performed to the satisfaction of the Commonwealth. The Grantee shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Grant.

### 7. INVOICES

Unless the Grantee has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Grantee shall send an ***invoice itemized by line item*** to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the Grant/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Grantee to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

### 8. PAYMENT

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Grant; (b) thirty (30) days after a proper invoice actually is received at the "Provide Service and Bill To" address if a date on which payment is due is not specified in the Grant (a "proper" invoice is not received until the Commonwealth

accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Grant. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Grantee as acceptance of the service performed by the Grantee. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee or its subsidiaries to the Commonwealth against any payments due the Grantee under any Grant with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Grant or purchase order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Grantee will be required to pay and the Grantee will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Grantee. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Grantee or any other charges incurred by the Grantee, unless specifically stated in the terms of the Grant or purchase order.

#### **9. TAXES**

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. 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 state 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 paragraph is meant to exempt a construction Grantee 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 Grant.

#### **10. WARRANTY**

The Grantee warrants that all services performed by the Grantee, its agents and subGrantees shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Grant, all services and parts are warranted for a period of one year following completion of performance by the Grantee and acceptance by the Commonwealth. The Grantee shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

#### **11. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY**

The Grantee warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Grant which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the Grant. The Grantee shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Grant. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Grantee's written request, it shall be at the Grantee's expense, but the responsibility for such expense shall be only that within the Grantee's written authorization. The Grantee shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Grantee or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Grant. If any of the products provided by the Grantee in such suit or proceeding are held to constitute infringement and the use is enjoined, the Grantee shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal

performance products or modify them so that they are no longer infringing. If the Grantee is unable to do any of the preceding, the Grantee agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Grantee under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Grantee without its written consent.

#### **12. OWNERSHIP RIGHTS**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Grant.

#### **13. ASSIGNMENT OF ANTITRUST CLAIMS**

The Grantee and the Commonwealth recognize that in actual economic practice, overcharges by the Grantee's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Grant, and intending to be legally bound, the Grantee assigns to the Commonwealth all right, title and interest in and to any claims the Grantee now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Grant.

#### **14. HOLD HARMLESS PROVISION**

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Grantee and its employees and agents under this Grant and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

#### **15. AUDIT PROVISIONS**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Grantee to the extent that the books, documents and records relate to costs or pricing data for the Grant. The Grantee agrees to maintain records which will support the prices charged and costs incurred for the Grant. The Grantee shall preserve books, documents, and records that relate to costs or pricing data for the Grant for a period of three (3) years from date of final payment. The Grantee shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

#### **16. DEFAULT**

- a. The Commonwealth may, subject to the provisions of Paragraph 17, Force Majeure, and in addition to its other rights under the Grant, declare the Grantee in default by written notice thereof to the Grantee, and terminate (as provided in Paragraph 18, Termination Provisions) the whole or any part of this Grant for any of the following reasons:
  - 1) Failure to begin work within the time specified in the Grant or as otherwise specified;
  - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Grant terms;
  - 3) Unsatisfactory performance of the work;
  - 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - 5) Discontinuance of work without approval;
  - 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
  - 7) Insolvency or bankruptcy;
  - 8) Assignment made for the benefit of creditors;
  - 9) Failure or refusal within 10 days after written notice by the Granting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - 10) Failure to protect, to repair, or to make good any damage or injury to property; or
  - 11) Breach of any provision of this Grant.
- b. In the event that the Commonwealth terminates this Grant in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated,

and the Grantee shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Grant.

- c. If the Grant is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Grantee to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Issuing Office, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Grantee has specifically produced or specifically acquired for the performance of such part of the Grant as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Grant price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Grantee and Granting Officer. The Commonwealth may withhold from amounts otherwise due the Grantee for such completed or partially completed works, such sum as the Granting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to 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 Paragraph 19, the Grantee's exclusive remedy shall be to seek damages in the Board of Claims.

#### 17. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Grant 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 aren't 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 and quarantines, general strikes throughout the trade, and freight embargoes.

The Grantee shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Grantee becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Grant is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Grantee shall have the burden of proving that such cause(s) delayed or prevented 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 either to cancel the Grant or to extend the time for performance as reasonably necessary to compensate for the Grantee's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Grantee, may suspend all or a portion of the Grant.

#### 18. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Grant for any of the following reasons. Termination shall be effective upon written notice to the Grantee.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Grant for its convenience if the Commonwealth determines termination to be in its best interest. The Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Grantee be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to

availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Grant. The Grantee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Grant. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose

- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Grant for Grantee default under Paragraph 16, Default, upon written notice to the Grantee. The Commonwealth shall also have the right, upon written notice to the Grantee, to terminate the Grant for other cause as specified in this Grant or by law. If it is later determined that the Commonwealth erred in terminating the Grant for cause, then, at the Commonwealth's discretion, the Grant shall be deemed to have been terminated for convenience under the Subparagraph 18.a.

#### 19. GRANT CONTROVERSIES

- a. In the event of a controversy or claim arising from the Grant, the Grantee must, within six months after the cause of action accrues, file a written claim with the Granting officer for a determination. The claim shall state all grounds upon which the Grantee asserts a controversy exists. If the Grantee fails to file a claim or files an untimely claim, the Grantee is deemed to have waived its right to assert a claim in any forum.
- b. The Granting 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 Granting officer and the Grantee. The Granting officer shall send his/her written determination to the Grantee. If the Granting 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 Granting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (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 Grantee may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Grantee shall proceed diligently with the performance of the Grant in a manner consistent with the determination of the Granting officer and the Commonwealth shall compensate the Grantee pursuant to the terms of the Grant.

#### 20. ASSIGNABILITY AND SUBGRANTING

- a. Subject to the terms and conditions of this Paragraph 20, this Grant shall be binding upon the parties and their respective successors and assigns.
- b. The Grantee shall not subGrant with any person or entity to perform all or any part of the work to be performed under this Grant without the prior written consent of the Granting Officer, which consent may be withheld at the sole and absolute discretion of the Granting Officer.
- c. The Grantee may not assign, in whole or in part, this Grant or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Granting Officer, which consent may be withheld at the sole and absolute discretion of the Granting Officer.
- d. Notwithstanding the foregoing, the Grantee may, without the consent of the Granting Officer, assign its rights to payment to be received under the Grant, provided that the Grantee provides written notice of such assignment to the Granting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Grant.
- e. For the purposes of this Grant, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the

Grantee provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

- f. Any assignment consented to by the Granting Officer shall be evidenced by a written assignment agreement executed by the Grantee and its assignee in which the assignee

agrees to be legally bound by all of the terms and conditions of the Grant and to assume the duties, obligations, and responsibilities being assigned.

- g. A change of name by the Grantee, following which the Grantee's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Grantee shall give the Granting Officer written notice of any such change of name.

## **21. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Grant, the Grantee agrees as follows:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- b. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- c. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- e. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 30 days, request an exemption from the STD-21 form from the granting agency.
- f. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- g. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

## **22. CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to Grant 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. In furtherance of this policy, Grantee agrees to the following:

- a. Grantee shall maintain the highest standards of honesty and integrity during the performance of this Grant 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 Granting with the Commonwealth.

- b. Grantee shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Grantee employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Grantee employees.
- c. Grantee, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
- d. Grantee, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- e. Grantee, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- f. Grantee, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- g. Grantee, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the Grant, except as provided in the Grant.
- h. Grantee shall not have a financial interest in any other Grantee, subGrantee, or supplier providing services, labor, or material on this project, 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 Grant. Grantee shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Grantee's submission of the Grant signed by Grantee.
- i. Grantee, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Grantee under this Grant without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this Grant. Any information, documents, reports, data, or records secured by Grantee from the Commonwealth or a third party in connection with the performance of this Grant shall be kept confidential unless disclosure of such information is:
  - 1) Approved in writing by the Commonwealth prior to its disclosure; or
  - 2) Directed by a court or other tribunal of competent jurisdiction unless the Grant requires prior Commonwealth approval; or
  - 3) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - 4) Necessary for purposes of Grantee's internal assessment and review; or
  - 5) Deemed necessary by Grantee in any action to enforce the provisions of this Grant or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - 6) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
  - 7) Otherwise required by law.

j. Grantee certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency Granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- 1) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 2) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Grantee or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - a) obtaining;
  - b) attempting to obtain; or
  - c) performing a public Grant or subGrant.

Grantee's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- 3) Violation of federal or state antitrust statutes.
- 4) Violation of any federal or state law regulating campaign contributions.
- 5) Violation of any federal or state environmental law
- 6) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- 7) Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- 8) Violation of any federal or state law prohibiting discrimination in employment.
- 9) Debarment by any agency or department of the federal government or by any other state.
- 10) Any other crime involving moral turpitude or business honesty or integrity.

Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the Grant for cause upon such notification or when the Commonwealth otherwise learns that Grantee has been officially notified, charged, or convicted.

k. If this Grant was awarded to Grantee on a non-bid basis, Grantee must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Grantee by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- 1) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- 2) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Grantee shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office



Building, Harrisburg, PA 17120.

- l. Grantee shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Grantee employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Grantee employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Grantee's behalf, no matter the procurement stage, are not exempt and must be reported.
- m. When Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Grantee shall immediately notify the Commonwealth Granting officer or Commonwealth Inspector General in writing.
- n. Grantee, by submission of its bid or proposal and/or execution of this Grant and by the submission of any bills, invoices or requests for payment pursuant to the Grant, certifies and represents that it has not violated any of these Grantee integrity provisions in connection with the submission of the bid or proposal, during any Grant negotiations or during the term of the Grant.
- o. Grantee shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Grantee non-compliance with these provisions. Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. Grantee, upon the inquiry or request of the Office of 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 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 refers to or concern this Grant.
- p. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this and any other Grant 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 this Grant, 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 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.
- q. For purposes of these Grantee Integrity Provisions, the following terms shall have the meanings found in this Paragraph.
  - 1) "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Grantee from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Grantee; or e) has not been independently developed by Grantee without the use of confidential information of the Commonwealth.
  - 2) "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 pre-qualification, bid, proposal, or Grantual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this Grant.
  - 3) "Grantee" means the individual or entity that has entered into this Grant with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Grantee.
  - 4) "Financial interest" means:
    - (a) Ownership of more than a five percent interest in any business; or
    - (b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - 5) "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 Grants 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.
  - 6) "Immediate family" means a spouse and any unemancipated child.

- 7) "Non-bid basis" means a Grant awarded or executed by the Commonwealth with Grantee without seeking bids or proposals from any other potential bidder or offeror.
- 8) "Political contribution" means any payment, gift, subscription, assessment, Grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

**23. GRANTEE RESPONSIBILITY PROVISIONS**

- a. The Grantee certifies, for itself and all its subGrantees, that as of the date of its execution of this Bid/Grant, that neither the Grantee, nor any subGrantees, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Grantee also certifies, that as of the date of its execution of this Bid/Grant, it has no tax liabilities or other Commonwealth obligations.
- c. The Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Grantee shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subGrantees 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.
- d. The failure of the Grantee 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 of the Grant with the Commonwealth.
- e. The Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for Investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- f. The Grantee may obtain a current list of suspended and debarred Commonwealth Grantees by either searching the internet at <http://www.dgs.state.pa.us> 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

**24. AMERICANS WITH DISABILITIES ACT**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Grantee understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Grant or from activities provided for under this Grant on the basis of the disability. As a condition of accepting this Grant, the 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 all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Grants with outside Grantees.

- b. The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Grantee's failure to comply with the provisions of subparagraph a above.

**25. HAZARDOUS SUBSTANCES**

The Grantee shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Grantee in the performance of the Grant. The Grantee must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Grantee shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Grantee is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

- a) The chemical name or the common name, A hazard warning, if appropriate, and
- b) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The Grantee shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Grantee shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Grantee shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

#### **26. COVENANT AGAINST CONTINGENT FEES**

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Grant without liability or in its discretion to

deduct from the Grant price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **27. APPLICABLE LAW**

This Grant shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Grantee agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

#### **28. INTEGRATION**

The Grant, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Grant, 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 the Grant. No modifications, alterations, changes, or waiver to the Grant or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

#### **29. CHANGE ORDERS**

The Commonwealth reserves the right to issue change orders at any time during the term of the Grant or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any

estimated quantities in the Grant and actual quantities; 2) to make changes to the services within the scope of the Grant; 3) to notify the Grantee that the Commonwealth is exercising any Grant renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Grant to extend the completion date beyond the Expiration Date of the Grant or any renewals or extensions thereof. Any such change order shall be in writing signed by the Granting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Grant, nor, if performance security is being furnished in conjunction with the Grant, release the security obligation. The Grantee agrees to provide the service in accordance with the change order. Any dispute by the Grantee in regard to the performance required under any change order shall be handled through Paragraph 19, "Grant Controversies".

For purposes of this Grant, "change order" is defined as a written order signed by the Granting Officer directing the Grantee to make changes authorized under this clause.

**30. RIGHT TO KNOW LAW 8-K-1580**

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, 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 or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee 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 or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee 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 or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee 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 or Subgrantee 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 or Subgrantee 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 Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive 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. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**DEPARTMENT OF PUBLIC WELFARE ADDENDUM TO  
STANDARD CONTRACT TERMS AND CONDITIONS 8-16-2011**

**A. APPLICABILITY**

This Addendum is intended to supplement the Standard Terms and Conditions. To the extent any of the terms contained herein conflict with terms contained in the Standard Contract Terms and Conditions, the terms in the Standard Contract Terms and Conditions shall take precedence. Further, it is recognized that certain terms contained herein may not be applicable to all the services which may be provided through Department contracts.

**B. CONFIDENTIALITY**

The parties shall not use or disclose any information about a recipient of the services to be provided under this contract 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 contract, all information obtained by the Contractor through work on the project will be made available to the Department immediately upon demand. If requested, the Contractor shall deliver to the Department background material prepared or obtained by the Contractor incident to the performance of this agreement. Background material is defined as original work, papers, notes and drafts prepared by the Contractor 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 agrees to obtain all licenses, certifications and permits from Federal, State and Local authorities permitting it to carry on its activities under this contract.

**E. PROGRAM SERVICES**

Definitions of service, eligibility of recipients of service and other limitations in this contract are subject to modification by amendments to Federal, State and Local laws, regulations and program requirements without further notice to the Contractor hereunder.

**F. CHILD PROTECTIVE SERVICE LAWS**

In the event that the contract calls for services to minors, the contractor shall comply with the provisions of the Child Protective Services Law (Act of November 26, 1975, P.L. 438, No. 124; 23 P.S. SS 6301-6384, as amended by Act of July 1, 1985, P.L. 124, No. 33) and all regulations promulgated thereunder (55Pa. Code, chapter 3490).

**G. PRO-CHILDREN ACT OF 1994**

The Contractor agrees to comply with the requirements of the Pro-Children Act of 1994; Public Law 103-277, Part C-Environment Tobacco Smoke (also known as the Pro-Children Act of 1994) requires that smoking not be permitted in any portion of any 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.

**H. MEDICARE/MEDICAID REIMBURSEMENT**

1. To the extent that services are furnished by contractors, subcontractors, or organizations related to the contractor/subcontractor and such services may in whole or in part be claimed by the

Commonwealth for Medicare/Medicaid reimbursements, contractor/subcontractor agrees to comply with 42 C.F.R.,Part 420, including:

- a. Preservation of books, documents and records until the expiration of four (4) years after the services are furnished under the contract.
  - b. Full and free access to (i) the Commonwealth, (ii) the U.S. Comptroller General, (iii) the U.S. Department of Health and Human Services, and their authorized representatives.
2. Your signature on the proposal certifies under penalty of law that you have not been suspended/terminated from the Medicare/Medicaid Program and will notify the contracting DPW Facility or DPW Program Office immediately should a suspension/termination occur during the contract period.

**I. TRAVEL AND PER DIEM EXPENSES**

Contractor shall not be allowed or paid travel or per diem expenses except as provided in Contractor's Budget and included in the contract amount. Any reimbursement to the Contractor for travel, lodging or meals under this contract shall be at or below state rates as provided in Management Directive 230.10, as may be amended, and incorporated herein, unless the Contractor has higher rates which have been established by its offices/officials, and published prior to entering into this contract. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Department. Documentation in support of travel and per diem expenses will be the same as required of state employees.

**J. INSURANCE**

1. The contractor shall accept full responsibility for the payment of premiums for Workers' Compensation, Unemployment Compensation, Social Security, and all income tax deductions required by law for its employees who are performing services under this contract. As required by law, an independent contractor is responsible for Malpractice Insurance for health care personnel. Contractor shall provide insurance Policy Number and Provider's Name, or a copy of the policy with all renewals for the entire contract period.
2. The contractor shall, at its expense, procure and maintain during the term of the contract, the following types of insurance, issued by companies acceptable to the Department and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
  - a. Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
  - b. Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claim for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under this contract or the failure to perform under this contract whether such performance or nonperformance be by the contractor, by any 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 each person and \$2,000,000 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designated to limit or restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the contract and during the term of the contract, the Contractor shall provide the Department with current certificates of insurance. These certificates shall contain a provision that the coverages afforded under the policies will not be cancelled or changed until at least thirty (30) days' written notice has been given to the Department.

**K. PROPERTY AND SUPPLIES**



1. Contractor agrees to obtain all supplies and equipment for use in the performance of this contract at the lowest practicable cost and to purchase by means of competitive bidding whenever required by law.
2. Title to all property furnished in-kind by the Department shall remain with the Department.
3. Contractor has title to all personal property acquired by the contractor, including purchase by lease/purchase agreement, for which the contractor is to be reimbursed under this contract. Upon cancellation or termination of this contract, disposition of such purchased personal property which has a remaining useful life shall be made in accordance with the following provisions.
  - a. The contractor and the Department may agree to transfer any item of such purchased property to another contractor designated by the Department. Cost of transportation shall be born by the contractor receiving the property and will be reimbursed by the Department. Title to all transferred property shall vest in the designated contractor. The Department will reimburse the Contractor for its share, if any, of the value of the remaining life of the property in the same manner as provided under subclause b of this paragraph.
  - b. If the contractor wishes to retain any items of such purchased property, depreciation tables shall be used to ascertain the value of the remaining useful life of the property. The contractor shall reimburse the Department in the amount determined from the tables.
  - c. When authorized by the Department in writing, the contractor may sell the property and reimburse the Department for its share. The Department reserves the right to fix the minimum sale price it will accept.
4. All property furnished by the Department or personal property acquired by the contractor, including purchase by lease-purchase contract, for which the contractor is to be reimbursed under this contract shall be deemed "Department Property" for the purposes of subsection 5, 6 and 7 of this section.
5. Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of Department Property so as to assure its full availability and usefulness.
6. Department property shall, unless otherwise approved in writing by the Department, be used only for the performance of this contract.
7. In the event that the contractor 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 contract, or shall reimburse the Department, at the Department's direction.

#### **L. DISASTERS**

If, during the terms of this contract, the Commonwealth's premises are so damaged by flood, fire or other Acts of God as to render them unfit for use; then the Agency shall be under no liability or obligation to the contractor hereunder during the period of time there is no need for the services provided by the contractor except to render compensation which the contractor was entitled to under this agreement prior to such damage.

#### **M. SUSPENSION OR DEBARMENT**

In the event of suspension or debarment, 4 Pa Code Chapter 60.1 through 60.7, as it may be amended, shall apply.

#### **N. COVENANT AGAINST CONTINGENT FEES**

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business). For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or, in its discretion, to deduct from

the consideration otherwise due under the contract, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**O. CONTRACTOR'S CONFLICT OF INTEREST**

The contractor hereby assures that it presently has not interest and will not acquired any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The contractor further assures that in the performance of this contract, it will not knowingly employ any person having such interest. Contractor hereby certifies that no member of the Board of the contractor or any of its officers or directors has such an adverse interest.

**P. INTEREST OF THE COMMONWEALTH AND OTHERS**

No officer, member or employee of the Commonwealth and no member of its General Assembly, who exercises any functions or responsibilities under this contract, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such officer, member or employee of the Commonwealth or member of its General Assembly have interest, direct or indirect, in this contract or the proceeds thereof.

**Q. CONTRACTOR RESPONSIBILITY TO EMPLOY WELFARE CLIENTS**

**(Applicable to contracts \$25,000 or more)**

1. The contractor, within 10 days of receiving the notice to proceed, must contact the Department of Public Welfare's Contractor Partnership Program (CPP) to present, for review and approval, the contractor's plan for recruiting and hiring recipients currently receiving cash assistance. If the contract was not procured via Request for Proposal (RFP); such plan must be submitted on Form PA-778. The plan must identify a specified number (not percentage) of hires to be made under this contract. If no employment opportunities arise as a result of this contract, the contractor must identify other employment opportunities available within the organization that are not a result of this contract. The entire completed plan (Form PA-778) must be submitted to the Bureau of Employment and Training Programs (BETP): Attention CPP Division. (Note: Do not keep the pink copy of Form PA-778). The approved plan will become a part of the contract.
2. The contractor's CPP approved recruiting and hiring plan shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to the CPP Division which will make a recommendation to the Contracting Officer regarding course of action. If a contract is assigned to another contractor, the new contractor must maintain the CPP recruiting and hiring plan of the original contract.
3. The contractor, within 10 days of receiving the notice to proceed, must register in the Commonwealth Workforce Development System (CWDS). In order to register the selected contractor must provide business, location and contact details by creating an Employer Business Folder for review and approval, within CWDS at [HTTPS://WWW.CWDS.STATE.PA.US](https://www.cwds.state.pa.us). Upon CPP review and approval of Form PA-778 and the Employer Business Folder in CWDS, the Contractor will receive written notice (via the pink Contractor's copy of Form PA-778) that the plan has been approved.
4. Hiring under the approved plan will be monitored and verified by Quarterly Employment Reports (Form PA-1540); submitted by the contractor to the Central Office of Employment and Training – CPP Division. A copy of the submitted Form PA-1540 must also be submitted (by the contractor) to the DPW Contract Monitor (i.e. Contract Officer). The reports must be submitted on the DPW Form PA-1540. The form may not be revised, altered, or re-created.
5. If the contractor is non-compliant, CPP Division will contact the Contract Monitor to request corrective action. The Department may cancel this contract upon thirty (30) days written notice in the event of the contractor's failure to implement or abide by the approved plan.

**R. TUBERCULOSIS CONTROL**

As recommended by the Centers for Disease Control and the Occupational Safety and Health Administration, effective August 9, 1996, in all State Mental Health and Mental Retardation Facilities, all

full-time and part-time employees (temporary and permanent), including contract service providers, having direct patient contact or providing service in patient care areas, are to be tested serially with PPD by Mantoux skin tests. PPD testing will be provided free of charge from the state MH/MR facility. If the contract service provider has written proof of a PPD by Mantoux method within the last six months, the MH/MR facility will accept this documentation in lieu of administration of a repeat test. In addition, documented results of a PPD by Mantoux method will be accepted by the MH/MR facility. In the event that a contractor is unwilling to submit to the test due to previous positive reading, allergy to PPD material or refusal, the risk assessment questionnaire must be completed. If a contractor refuses to be tested in accordance with this new policy, the facility will not be able to contract with this provider and will need to procure the services from another source.

#### **S. ACT 13 APPLICATION TO CONTRACTOR**

Contractor shall be required to submit with their bid information obtained within the preceding one-year period for any personnel who will have or may have direct contact with residents from the facility or unsupervised access to their personal living quarters in accordance with the following:

1. Pursuant to 18 Pa.C.S. Ch. 91 (relating to criminal history record information) a report of criminal history information from the Pennsylvania State Police or a statement from the State Police that their central repository contains no such information relating to that person. The criminal history record information shall be limited to that which is disseminated pursuant to 18 Pa.C.S. 9121(b)(2) (relating to general regulations).
2. Where the applicant is not, and for the two years immediately preceding the date of application has not been a resident of this Commonwealth, the Department shall require the applicant to submit with the application a report of Federal criminal history record information pursuant to the Federal Bureau of Investigation's under Department of State, Justice, and Commerce, the Judiciary, and Related Agencies Appropriation Act, 1973 (Public Law 92-544, 86 Stat. 1109). For the purpose of this paragraph, the applicant shall submit a full set of fingerprints to the State Police, which shall forward them to the Federal Bureau of Investigation for a national criminal history check. The information obtained from the criminal record check shall be used by the Department to determine the applicant's eligibility. The Department shall insure confidentiality of the information.
3. The Pennsylvania State Police may charge the applicant a fee of not more than \$10 to conduct the criminal record check required under subsection 1. The State Police may charge a fee of not more than the established charge by the Federal Bureau of Investigation for the criminal history record check required under subsection 2.

The Contractor shall apply for clearance using the State Police Background Check (SP4164) at their own expense. The forms are available from any State Police Substation. When the State Police Criminal History Background Report is received, it must be forwarded to the Department. State Police Criminal History Background Reports not received within sixty (60) days may result in cancellation of the contract.

#### **T. LOBBYING CERTIFICATION AND DISCLOSURE**

(applicable to contracts \$100,000 or more)

Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds. With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The contractor will be required to complete and return a "Lobbying Certification Form" and a "Disclosure of Lobbying Activities form" with their signed contract, which forms will be made attachments to the contract.

#### **U. AUDIT CLAUSE**

(applicable to contracts \$100,000 or more)

This contract is subject to audit in accordance with the Audit Clause attached hereto and incorporated herein.

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## AUDIT CLAUSE A – SUBRECIPIENT

### Local Governments and Nonprofit Organizations

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The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through DPW are subject to DPW 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. The DPW provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended August 20, 2009.

**Subrecipient** means an entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. For purposes of this audit clause, a subrecipient **is not** a vendor that receives a procurement contract to provide goods or services that are required to provide the administrative support to carry out a federal program.

#### **A. Federal Audit Requirements – Local Governments and Nonprofit Organizations**

A local government and nonprofit organization must comply with all federal audit requirements, including: the Single Audit Act, as amended; the revised Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government, and Non-Profit Organizations*; and any other applicable law or regulation, as well as any other applicable law or regulation that may be enacted or promulgated by the federal government.

A local government or nonprofit organization that expends federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government, indirectly from a pass-through entity, or a combination of both, to carry out a federal program, **is required** to have an audit made in accordance with the provisions of OMB Circular A-133, as revised.

If a local government or nonprofit organization expends **total federal awards of less than \$500,000** during its fiscal year, it is exempt from these **federal** audit requirements, but is required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. **Although an audit may not be necessary under the federal requirements, DPW audit requirements may be applicable.**

#### **B. Department of Public Welfare Audit Requirements**

**A local government or nonprofit provider must meet the DPW audit requirements.**

Where a Single Audit or program-specific audit is conducted in accordance with the federal audit requirements detailed above, such an audit will be accepted by the DPW provided that:

1. A full copy of the audit report is submitted as detailed below; **and**
2. The subrecipient shall ensure that the audit requirements are met for the terms of this contract; i.e., the prescribed Attestation Report and applicable schedule requirement(s). The incremental cost for preparation of the Attestation Report and the schedule cannot be charged to the federal funding stream.



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## AUDIT CLAUSE A – SUBRECIPIENT

### Local Governments and Nonprofit Organizations

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The local government or nonprofit organization must comply with all federal and state audit requirements including: the Single Audit Act Amendments of 1996; Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. **In the absence of a federally required audit**, the entity is responsible for the following annual audit requirements, which are based upon the program year specified in this agreement.

Institutions that **expends \$500,000 or more in combined state and federal funds** during the program year is required to have an audit of those funds made in accordance with generally accepted *Government Auditing Standards* (The Yellow Book), revised, as published by the Comptroller General of the United States. Where such an audit is not required to meet the federal requirements, the costs related to DPW audit requirements may not be charged to federal funding streams.

If in connection with the agreement, a local government or nonprofit organization **expends \$300,000 or more in combined state and federal funds** during the program year, the subrecipient 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, as well as applicable program regulations. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' *Statements on Standards for Attestation Engagements* (SSAE), Section 601, *Compliance Attestation*, and shall be of a scope acceptable to the DPW. The initial Section 601 compliance examination shall be completed for the program year specified in the contract and conducted annually thereafter. The independent auditor shall issue a report on its compliance examination as defined in SSAE, Section 601. The incremental cost for preparation of the SSAE cannot be charged to federal funding streams.

The subrecipient shall submit the SSAE, Section 601, audit report (if applicable) to the DPW within 90 days after the program year has been completed. When SSAE, Section 601, audit reports are other than unqualified, the subrecipient shall submit to the DPW, in addition to the audit reports, a plan describing what actions the subrecipient will implement to correct the situation that caused the auditor to issue a qualified report, a timetable for implementing the planned corrective actions, a process for monitoring compliance with the timetable, and a contact person who is responsible for the resolution of the situation.

If the subrecipient enters into an agreement with a subcontractor(s) for the performance of any primary contractual duties, the audit requirements are applicable to the subcontractor(s) with whom the subrecipient has entered into an agreement. Consequently, the audit requirements should be incorporated into the sub-contractual document as entered by the subrecipient.

A local government or nonprofit entity that **expends less than \$300,000 combined state and federal funds** during the program year is exempt from DPW audit requirements, but is required to maintain auditable records for each contract year. Records must be available for review by appropriate officials of the DPW or a pass-through entity.

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**AUDIT CLAUSE A – SUBRECIPIENT**  
**Local Governments and Nonprofit Organizations**

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**GENERAL AUDIT PROVISIONS**

A local government or nonprofit organization is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies, or their authorized representatives, to perform additional audits of a financial and/or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work will rely on the work already performed by the subrecipient's auditor, and the costs for any additional work performed by the federal or state agency will be borne by those agencies at no additional expense to the subrecipient.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and/or performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the subrecipient will be given advance notice. The subrecipient shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with the contract terms and conditions. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, 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 subrecipient 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.

Audit documentation and audit reports must be retained by the subrecipient's auditor for a minimum of five years from the date of issuance of the audit report, unless the subrecipient's auditor is notified in writing by the Commonwealth or the cognizant or oversight federal agency to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Commonwealth, the cognizant or oversight agency, the federal funding agency, or the Government Accountability Office.

Records that relate to litigation of 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 subrecipient or provided to the Commonwealth at the DPW's 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 the contract, the subrecipient 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.





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**AUDIT CLAUSE A – SUBRECIPIENT**  
**Local Governments and Nonprofit Organizations**

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**SUBMISSION OF AUDIT REPORTS TO THE COMMONWEALTH**

**A. Federally Required Audit Reports**

Submit an electronic copy of federally required audit reports to the Commonwealth, which shall include:

1. Auditor's reports
  - a. Independent auditor's report on the financial statements, which expresses an opinion on whether the financial statements are presented fairly in all material respects in conformity with the stated accounting policies.
  - b. Independent auditor's report on the supplementary Schedule of Expenditures of Federal Awards (SEFA), which should determine and provide an opinion on whether the SEFA is presented fairly in all material respects in relation to the subrecipient's financial statements taken as a whole. This report can be issued separately or combined with the independent auditor's report on the financial statements.
  - c. Report on internal control over financial reporting, compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - d. Report on compliance with requirements applicable to each major program and report on internal control in accordance with the circular.
  - e. Schedule of findings and questioned costs.
2. Financial statements and notes to the financial statements
3. SEFA and notes to the SEFA
4. Summary schedule of prior audit findings
5. Corrective action plan (if applicable)
6. Data collection form
7. Management letter (if applicable)

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB Circular A-133.

Effective July 1, 2009, the Office of the Budget, Office of Comptroller Operations, Bureau of Audits will begin accepting electronic submission of single audit/program-specific audit reporting packages. Electronic submission is required for the fiscal year ending December 31, 2008 and subsequent years. Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The

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## AUDIT CLAUSE A – SUBRECIPIENT

### Local Governments and Nonprofit Organizations

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reporting package must be submitted electronically in single Portable Document Format (PDF) file to [RA-BOASingleAudit@state.pa.us](mailto:RA-BOASingleAudit@state.pa.us).

#### **Steps for submission:**

1. Complete the Single Audit/Program Specific Audit Reporting Package Checklist available on the Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The Single Audit/Program Specific Audit Reporting Package Checklist ensures the subrecipient's reporting package contains all required elements.
2. Upload the completed Single Audit/Program-Specific Audit Reporting Package along with the Single Audit/Program Specific Audit Reporting Package Checklist in a single PDF file to an e-mail addressed to [RA-BOASingleAudit@state.pa.us](mailto:RA-BOASingleAudit@state.pa.us). In the subject line of the e-mail the subrecipient must identify the exact name on the Single Audit/Program-Specific Audit Reporting Package and the period end date to which the reporting package applies.

The subrecipient will receive an e-mail to confirm the receipt of the Single Audit/Program-Specific Audit Reporting Package, including the completed Single Audit/Program Specific Audit Reporting Package Checklist.

#### **B. DPW Required Audit Reports and Additional Submission by Subrecipients**

Submit **three copies** of the DPW 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. In addition, if OMB Circular A-133, §\_\_.320 (e), *Submission by Subrecipients*, applies, please submit the audit requirements directly to:

U.S. Postal Service: Department of Public Welfare  
Bureau of Financial Operations  
Division of Financial Policy and Operations  
Audit Resolution Section  
3<sup>rd</sup> Floor, Bertolino Building  
P. O. Box 2675  
Harrisburg, Pennsylvania 17102-2675

Special Deliveries: 3<sup>rd</sup> Floor, Bertolino Building  
1401 North Seventh Street  
Harrisburg, Pennsylvania 17102  
Phone: (717) 787-8890 Fax: (717) 772-2522

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**AUDIT CLAUSE A – SUBRECIPIENT**  
**Local Governments and Nonprofit Organizations**

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**PERIOD SUBJECT TO AUDIT**

A federally required audit, made in accordance with OMB Circular A-133, encompasses the fiscal period of the provider. **Therefore, the period of the federally required audit may differ from the official reporting period as specified in this agreement.** Where these periods differ, the required supplement schedule(s) and Independent Auditor's Report on the Attestation must be completed for the official annual reporting period of this agreement that ended during the period under audit and shall accompany the federally required audit.

**CORRECTIVE ACTION PLAN**

The provider shall prepare a corrective action plan (CAP) to address all findings of noncompliance, internal control weaknesses, and/or reportable conditions disclosed in the audit report. For each finding noted, the CAP should include: (1) a brief description identifying the findings; (2) whether the provider agrees with the finding; (3) the specific steps to be taken to correct the deficiency or specific reasons why corrective action is not necessary; (4) a timetable for completion of the corrective action steps; and (5) a description of monitoring to be performed to ensure that the steps are taken (6) the responsible party for the CAP.

**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 DPW's not accepting the report and initiating sanctions against the provider that may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Withholding or disallowing administrative costs.
- Suspending subsequent contract funding pending compliance.

**TECHNICAL ASSISTANCE**

Technical assistance on the DPW's audit requirements, and the integration of those requirements with the federal Single Audit requirements, will be provided by:

Department of Public Welfare  
Bureau of Financial Operations  
Division of Financial Policy and Operations  
Audit Resolution Section  
3<sup>rd</sup> Floor, Bertolino Building  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675  
Phone: (717) 787-8890 FAX: (717) 772-2522

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**AUDIT CLAUSE A – SUBRECIPIENT**  
**Local Governments and Nonprofit Organizations**  
**ENCLOSURE I**

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The Department of Public Welfare (DPW) 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 guidelines.

**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]

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## AUDIT CLAUSE B – SUBRECIPIENT For-Profit Organizations

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The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through DPW are subject to DPW 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. The DPW provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended August 20, 2009.

**Subrecipient** means an entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. For purposes of this audit clause, a subrecipient **is not** a vendor that receives a procurement contract to provide goods or services that are required to provide the administrative support to carry out a federal program.

### **A. Federal Audit Requirements – For-Profit Organizations**

The for-profit organization must comply with all federal and state audit requirements including: the Single Audit Act Amendments of 1996; Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

A for-profit organization **is required** to have an audit if it expends a total of \$500,000 or more in federal funds under one or more Department of Health and Human Services (DHHS) federal awards. Title 45, CFR 74.26, incorporates the thresholds and deadlines of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government, and Non-Profit Organizations*, but provides for-profit organizations with two options regarding the type of audit that will satisfy the audit requirements:

1. An audit made in accordance with generally accepted *Government Auditing Standards* (The Yellow Book), revised; or
2. An audit that meets the requirements contained in OMB Circular A-133.

A for-profit organization **is required** to have an audit, in accordance with the above audit requirements, if it expends a total of \$500,000 or more of federal awards directly or indirectly during its fiscal year.

If a for-profit organization expends **total federal awards of less than \$500,000** during its fiscal year, it is exempt from these **federal** audit requirements, but is required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. **Although an audit may not be necessary under the federal requirements, DPW audit requirements may be applicable.**

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## AUDIT CLAUSE B – SUBRECIPIENT For-Profit Organizations

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### **B. Department of Public Welfare Audit Requirements**

#### **A for-profit provider must meet the DPW audit requirements.**

Where a Single Audit or program-specific audit is conducted in accordance with the federal audit requirements detailed above, such an audit will be accepted by the DPW provided that:

1. A full copy of the audit report is submitted as detailed below; **and**
2. The subrecipient shall ensure that the audit requirements are met for the terms of this contract; i.e., the prescribed Attestation Report and applicable schedule requirement(s). The incremental cost for preparation of the Attestation Report and the schedule cannot be charged to the federal funding stream.

**In the absence of a federally required audit**, the entity is responsible for the following annual audit requirements, which are based upon the program year specified in this agreement.

If in connection with the agreement, a for-profit organization **expends \$300,000 or more in combined state and federal funds** during the program year, the subrecipient 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 (SSAE), Section 601, *Compliance Attestation*, and shall be of a scope acceptable to the DPW. The initial Section 601 compliance examination shall be completed for the program year specified in the contract and conducted annually thereafter. The independent auditor shall issue a report on its compliance examination as defined in SSAE, Section 601. The incremental cost for preparation of the SSAE cannot be charged to federal funding streams.

The subrecipient shall submit the SSAE, Section 601, audit reports (if applicable) to the DPW within 90 days after the program year has been completed. When the SSAE, Section 601, audit reports are other than unqualified, the subrecipient shall submit to the DPW, in addition to the audit reports, a plan describing what actions the subrecipient will implement to correct the situation that caused the auditor to issue a qualified report, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable and a contact person who is responsible for the resolution of the situation.

If the subrecipient enters into an agreement with a subcontractor(s) for performance of any primary contractual duties, the audit requirements are applicable to the subcontractor(s) with whom the subrecipient has entered into an agreement. Consequently, the audit requirements should be incorporated into the sub-contractual document as entered by the subrecipient.

A for-profit entity that **expends less than \$300,000 combined state and federal funds** during the program year is exempt from DPW audit requirements, but is required to maintain auditable records for each contract year. Records must be available for review by appropriate officials of the DPW or a pass-through entity.

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## **AUDIT CLAUSE B – SUBRECIPIENT For-Profit Organizations**

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### **GENERAL AUDIT PROVISIONS**

A for-profit organization is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and/or performance audits if deemed necessary by the Commonwealth or federal agencies. Any such additional audit work will rely on the work already performed by the subrecipient's auditor, and the costs for any additional work performed by the federal or state agency will be borne by those agencies at no additional expense to the subrecipient.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and/or performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the subrecipient will be given advance notice. The subrecipient shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with the contract terms and conditions. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, 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 subrecipient shall maintain books, records, and documents related to this contract for a period 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. Any records that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with contract terms and conditions must be maintained. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, 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.

Audit documentation and audit reports must be retained by the subrecipient's auditor for a minimum of five years from the date of issuance of the audit report, unless the subrecipient's auditor is notified in writing by the Commonwealth or the cognizant or oversight federal agency to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Commonwealth, the cognizant or oversight agency, the federal funding agency, or the Government Accountability Office.

Records that relate to litigation of 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 subrecipient or provided to the Commonwealth at the DPW's option until such litigation, claim, or exceptions have reached final disposition.



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## **AUDIT CLAUSE B – SUBRECIPIENT For-Profit Organizations**

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Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of the contract, the subrecipient 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.

### **SUBMISSION OF AUDIT REPORT TO THE COMMONWEALTH**

#### **A. Federally Required Audit Reports**

Submit an electronic copy of federally required audit reports to the Commonwealth, which shall include:

1. Auditor's reports
  - a. Independent auditor's report on the financial statements, which expresses an opinion on whether the financial statements are presented fairly in all material respects in conformity with the stated accounting policies.
  - b. Independent auditor's report on the supplementary Schedule of Expenditures of Federal Awards (SEFA), which should determine and provide an opinion on whether the SEFA is presented fairly in all material respects in relation to the subrecipient's financial statements taken as a whole. This report can be issued separately or combined with the independent auditor's report on the financial statements.
  - c. Report on internal control over financial reporting, compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - d. Report on compliance with requirements applicable to each major program and report on internal control in accordance with the circular.
  - e. Schedule of findings and questioned costs.
2. Financial statements and notes to the financial statements
3. SEFA and notes to the SEFA
4. Summary schedule of prior audit findings
5. Corrective action plan (if applicable)
6. Data collection form
7. Management letter (if applicable)

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## SUBRECIPIENT AUDIT CLAUSE B

### For-Profit Organization

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In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB Circular A-133.

Effective July 1, 2009, the Office of the Budget, Office of Comptroller Operations, Bureau of Audits will begin accepting electronic submission of single audit/program-specific audit reporting packages. Electronic submission is required for the fiscal year ending December 31, 2008 and subsequent years. Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The reporting package must be submitted electronically in single Portable Document Format (PDF) file to [RA-BOASingleAudit@state.pa.us](mailto:RA-BOASingleAudit@state.pa.us).

#### **Steps for submission:**

1. Complete the Single Audit/Program Specific Audit Reporting Package Checklist available on the Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The Single Audit/Program Specific Audit Reporting Package Checklist ensures the subrecipient's reporting package contains all required elements.
2. Upload the completed Single Audit/Program-Specific Audit Reporting Package along with the Single Audit/Program Specific Audit Reporting Package Checklist in a single PDF file to an e-mail addressed to [RA-BOASingleAudit@state.pa.us](mailto:RA-BOASingleAudit@state.pa.us). In the subject line of the e-mail the subrecipient must identify the exact name on the Single Audit/Program-Specific Audit Reporting Package and the period end date to which the reporting package applies.

The subrecipient will receive an e-mail to confirm the receipt of the Single Audit/Program-Specific Audit Reporting Package, including the completed Single Audit/Program Specific Audit Reporting Package Checklist.

#### **B. DPW Required Audit Reports and Additional Submission by Subrecipients**

Submit **three copies** of the DPW 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. In addition, if OMB Circular A-133, §\_\_.320 (e), *Submission by Subrecipients*, applies, please submit the audit requirements directly to:

U.S. Postal Service: Department of Public Welfare  
Bureau of Financial Operations  
Division of Financial Policy and Operations  
Audit Resolution Section  
3<sup>rd</sup> Floor, Bertolino Building  
P. O. Box 2675  
Harrisburg, Pennsylvania 17102-2675

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## SUBRECIPIENT AUDIT CLAUSE B

### For-Profit Organization

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Special Deliveries 3<sup>rd</sup> Floor, Bertolino Building  
1401 North Seventh Street  
Harrisburg, Pennsylvania 17102  
Phone: (717) 787-8890 Fax: (717) 772-2522

#### PERIOD SUBJECT TO AUDIT

A federally required audit, made in accordance with OMB Circular A-133, encompasses the fiscal period of the auditee. **Therefore, the period of the federally required audit may differ from the official reporting period as specified in this agreement.** Where these periods differ, the required supplement schedule and an Independent Auditor's Report on the Attestation must be completed for the official annual reporting period of this agreement that ended during the period under audit and shall accompany the federally required audit.

#### CORRECTIVE ACTION PLAN

The provider shall prepare a corrective action plan (CAP) to address all findings of noncompliance, internal control weaknesses, and/or reportable conditions disclosed in the audit report. For each finding noted, the CAP should include: (1) a brief description identifying the findings; (2) whether the auditee agrees with the finding; (3) the specific steps to be taken to correct the deficiency or specific reasons why corrective action is not necessary; (4) a timetable for completion of the corrective action steps; and (5) a description of monitoring to be performed to ensure that the steps are taken. (6) the responsible party for the CAP.

#### 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 DPW's not accepting the report and initiating sanctions against the Provider that may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Withholding or disallowing administrative costs.
- Suspending subsequent contract funding pending compliance.

#### TECHNICAL ASSISTANCE

Technical assistance on the DPW's audit requirements, and the integration of those requirements with the federal Single Audit requirements, will be provided by:

Department of Public Welfare  
Bureau of Financial Operations  
Division of Financial Policy and Operations  
Audit Resolution Section  
3<sup>rd</sup> Floor, Bertolino Building  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675  
Phone: (717) 787-8890 FAX: (717) 772-2522

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**AUDIT CLAUSE B**  
**For-Profit Organization**  
**ENCLOSURE I**

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**Independent Accountant's Report**

The Department of Public Welfare (DPW) 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 guidelines.

**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]

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**AUDIT CLAUSE C – VENDOR**  
**Service Organizations**

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The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), 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 DPW are subject to DPW 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.

**Vendor** 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 vendor's responsibility is to meet the requirements of the procurement contract.

**Department of Public Welfare Audit Requirements**

If in connection with the agreement, an entity **expends \$300,000 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 (SSAE), Section 601, *Compliance Attestation*, and shall be of a scope acceptable to the DPW. The contractor shall also ensure that an independent auditor performs an audit of its policies and procedures applicable to the processing of transactions. These audits shall be performed in accordance with the Statement on Auditing Standards 70 (SAS 70), *Reports on the Processing of Transactions by Service Organizations*. The initial SAS 70 audit shall be completed for the official annual reporting period of this agreement and conducted annually thereafter. The independent auditor shall issue reports on its compliance examination, as defined in the SSAE, Section 601, and on the policies and procedures placed in operation and the tests of operating effectiveness, as defined in SAS 70.

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.

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**AUDIT CLAUSE C – VENDOR**  
**Service Organizations**

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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 DPW's 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.

**DPW Required Audit Report Submission**

The contractor shall submit the SSAE, Section 601, and SAS 70 audit reports to the DPW within 90 days after the required period of audit has ended. When either the SSAE, Section 601, or SAS 70 audit reports are other than unqualified, the contractor shall submit to the DPW, 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 report, 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 DPW 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 DPW's 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.

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**AUDIT CLAUSE C – VENDOR**  
**Service Organizations**

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**TECHNICAL ASSISTANCE**

Technical assistance on the DPW's audit requirements, will be provided by:

Department of Public Welfare  
Bureau of Financial Operations  
Division of Financial Policy and Operations  
Audit Resolution Section  
3<sup>rd</sup> Floor, Bertolino Building  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675  
Phone: (717) 787-8890    FAX: (717) 772-2522

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**AUDIT CLAUSE C – VENDOR**

**Service Organizations**

**ENCLOSURE I**

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The Department of Public Welfare (DPW) 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 guidelines.

**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]



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## AUDIT CLAUSE D – VENDOR

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The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), 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 DPW are subject to DPW 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.

**Vendor** 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 vendor's responsibility is to meet the requirements of the procurement contract.

### **Department of Public Welfare Audit Requirement**

If in connection with the agreement, an entity **expends \$300,000 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 (SSAE), examinations, Section 601, *Compliance Attestation*, and shall be of a scope acceptable to the DPW. The initial SSAE, Section 601, compliance examination shall be completed for the official annual reporting period of this agreement and conducted annually thereafter. The independent auditor shall issue a report on its compliance examination, as defined in the SSAE, Section 601.

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 DPW's option until such litigation, claim, or exceptions have reached final disposition.

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## AUDIT CLAUSE D – VENDOR

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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

### **DPW Required Audit Report Submission**

The contractor shall submit the SSAE, Section 601 audit report to the DPW within 90 days after the required period of audit has ended. When the SSAE, Section 601, audit report is other than unqualified, the contractor shall submit to the DPW, 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 report, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable.

Submit **two copies** of the DPW 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 DPW's 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 DPW's audit requirements, will be provided by:

Department of Public Welfare  
Bureau of Financial Operations  
Division of Financial Policy and Operations  
Audit Resolution Section  
3<sup>rd</sup> Floor, Bertolino Building  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675  
Phone: (717) 787-8890    FAX: (717) 772-2522

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**AUDIT CLAUSE D – VENDOR  
ENCLOSURE I**

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The Department of Public Welfare (DPW) 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 guidelines.

**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]

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## SUBRECIPIENT / VENDOR AUDITS

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### AUDIT CLAUSE E – VENDOR Exceptions

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**NOTE: This Audit Clause should not be used in most instances – only for instances when no specific audit requirement is warranted.**

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 four 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 Department of Public Welfare's 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 acceptable 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.

## APPENDIX F

### RFA 24-11: Subsidized Child Care Program Services

#### *Corporate Reference Questionnaire*

**Purpose of this Questionnaire:**

To obtain feedback from the Applicant/Sub-grant Reference Contacts

**This questionnaire is to be completed by:**

The Applicant/Sub-grantee's Corporate Reference Contacts who receive this questionnaire.

**Definitions:**

**“Applicant”:** The entity submitting an application in response to RFA 24-11

**“Sub-grantee”:** An entity included in the Applicant's application to whom the Applicant intends to sub-grant

**“Reference”:** The entity providing the reference information

**APPENDIX F**

**RFA 24-11: Subsidized Child Care Program Services**

***Corporate Reference Questionnaire***

**The Pennsylvania Department of Public Welfare appreciates your participation**

*Your specific responses and comments will be held in strictest confidence*

Applicant/Sub-grantee Organization about which this information is provided:

Reference Organization:

Reference Contact Name & Title:

Reference Contact Signature:

Date:

How long has the Applicant/Sub-grantee Organization had a Business Relationship with the Reference Organization? Provide names of individuals proposed to work on the DPW Project that worked in the Reference Organization's Program. Include the individual's role(s) & estimated hours each individual worked on the Reference Organization's Program: Describe the nature of the work the Applicant/Sub-grantee completed for the Reference Organization.

**APPENDIX F**

**RFA 24-11: Subsidized Child Care Program Services**

***Corporate Reference Questionnaire***

<b>Rating Guideline</b>	
<b>Rating</b>	<b>Description</b>
10, 9	Excellent
8, 7	Very Good
6, 5	Good
4, 3	Fair
2, 1	Poor

**Please Rate the Applicant/Sub-grantee’s Performance in the Following Areas**

**Circle the Applicable Rating**

**Please explain ratings of 1, 2 or NA in the Comments section below.**

<b>Area</b>	<b>Rating</b>	
1. If applicable, how successful was the Applicant at selecting capable sub-grantees who were able to provide value in support of the contract performance?	10 9 8 7 6 5 4 3 2 1	NA
2. If applicable, how successful was the Applicant/Sub-grantee in picking up the contract/project responsibilities during transition to the Applicant/Sub-grantee from your staff or other contractor(s)	10 9 8 7 6 5 4 3 2 1	NA
3. How successful was the Applicant/Sub-grantee in meeting contract requirements?	10 9 8 7 6 5 4 3 2 1	NA
4. How successful was the Applicant/Sub-grantee in delivering products/services without waiver or extensions?	10 9 8 7 6 5 4 3 2 1	NA
5. How successful was the Applicant/Sub-grantee in managing project scope?	10 9 8 7 6 5 4 3 2 1	NA
6. How successful was the Applicant/Sub-grantee in delivering according to the established timelines?	10 9 8 7 6 5 4 3 2 1	NA
7. How successful was the Applicant/Sub-grantee in managing the project within the original project budget?	10 9 8 7 6 5 4 3 2 1	NA
8. How successful was the Applicant/Sub-grantee in administering a human services program	10 9 8 7 6 5 4 3 2 1	NA
9. Applicant/Sub-grantee accurately and timely determined eligibility for a human services program	10 9 8 7 6 5 4 3 2 1	NA
10. Applicant/Sub-grantee issued timely payments to providers	10 9 8 7 6 5 4 3 2 1	NA
11. Applicant/Sub-grantee reasonableness in resolving conflicts or problems	10 9 8 7 6 5 4 3 2 1	NA
12. Applicant/Sub-grantee personnel demonstrated professionalism and the necessary experience/skill	10 9 8 7 6 5 4 3 2 1	NA

**APPENDIX F**

**RFA 24-11: Subsidized Child Care Program Services**

***Corporate Reference Questionnaire***

<b>Area</b>	<b>Rating</b>	
13. Applicant/Sub-grantee cooperated and communicated successfully with your in-house staff, other contractors, subcontractors and customers	10 9 8 7 6 5 4 3 2 1	NA
14. Applicant/Sub-grantee satisfactorily handled personnel issues (e.g. conflicts, turnover, providing experienced/skilled replacements)	10 9 8 7 6 5 4 3 2 1	NA
15. Applicant/Sub-grantee was responsive in taking corrective actions to address problems (issues) that arose during the project	10 9 8 7 6 5 4 3 2 1	NA
16. Applicant/Sub-grantee 's attitude towards customer service	10 9 8 7 6 5 4 3 2 1	NA
17. Applicant/Sub-grantee's technical skills and knowledge	10 9 8 7 6 5 4 3 2 1	NA
18. Applicant/Sub-grantee's ability to perform required work in a complex state-wide eligibility system	10 9 8 7 6 5 4 3 2 1	NA
19. Applicant/Sub-grantee provides comprehensive and consistent counseling and referral services	10 9 8 7 6 5 4 3 2 1	NA
20. Applicant/Sub-grantee manages budgets in a manner that maximizes expenditures, available funds and encumbrances	10 9 8 7 6 5 4 3 2 1	NA
21. Applicant/Sub-grantee performs accurate and timely data entry	10 9 8 7 6 5 4 3 2 1	NA
22. Overall Applicant/Sub-grantee performance	10 9 8 7 6 5 4 3 2 1	NA
23. Overall Applicant/Sub-grantee quality of work and contract/project deliverables	10 9 8 7 6 5 4 3 2 1	NA
24. Would you recommend this Applicant/Sub-grantee to another agency or company? (10 = absolutely would; 1 = absolutely would not)	10 9 8 7 6 5 4 3 2 1	NA
25. Would you use this Applicant/Sub-grantee in the future? (10 = absolutely would; 1 = absolutely would not)	10 9 8 7 6 5 4 3 2 1	NA



**APPENDIX F**

**RFA 24-11: Subsidized Child Care Program Services**

***Corporate Reference Questionnaire***

1) Please explain ratings of 1, 2 or NA (Indicate the number of each of the areas on which you are commenting):

2) Any Other Comments:

## APPENDIX G

### RFA 24-11: Subsidized Child Care Program Services

#### *Key Staff Reference Questionnaire*

**Purpose of this Questionnaire:**

To obtain feedback from the Key Staff individual's Reference Contacts

**This questionnaire is to be completed by:**

The Key Staff individual's Reference Contacts who receive this questionnaire.

**Definitions:**

- “Applicant”:** The entity submitting an application in response to RFA 24-11.
- “Sub-grantee”:** An entity included in the Applicant's application to whom the Applicant intends to sub-grant
- “Key Staff”:** For purposes of RFA 24-11, Key Staff are the CCIS Director, Assistant Director (if applicable), Financial/Budget Manager, and Eligibility Manager.
- “Reference”:** The entity providing the reference information

**APPENDIX G**

**RFA 24-11: Subsidized Child Care Program Services**

***Key Staff Reference Questionnaire***

<p><b>The Pennsylvania Department of Public Welfare appreciates your participation</b></p> <p><i>Your specific responses and comments will be held in strictest confidence</i></p>
Applicant/Sub-grantee Organization where the Key Staff Individual is/was Employed:
Applicant/Sub-grantee's Key Staff Individual about whom this information is provided:
Reference Organization:
Reference Contact Name & Title:
Reference Contact Signature:
Date:
How long has this individual had a Business Relationship with the Reference Organization? Describe the Program Objectives. Describe this individual's role in the program, the nature of the work this individual completed, and his/her total estimated hours worked on behalf of the Reference Organization.

**APPENDIX G**

**RFA 24-11: Subsidized Child Care Program Services**

***Key Staff Reference Questionnaire***

<b>Rating Guideline</b>	
<b>Rating</b>	<b>Description</b>
10, 9	Excellent
8, 7	Very Good
6, 5	Good
4, 3	Fair
2, 1	Poor

**Please Rate this Individual's Performance in the Following Areas**

**Circle the Applicable Rating**

**Please explain ratings of 1, 2 or NA in the Comments section below.**

<b>Area</b>	<b>Rating</b>	
1. Proficiency in Managing a Large Program	10 9 8 7 6 5 4 3 2 1	NA
2. Proficiency in Managing a Large Staff	10 9 8 7 6 5 4 3 2 1	NA
3. Proficiency in Problem Identification and Resolution	10 9 8 7 6 5 4 3 2 1	NA
4. Proficiency in Work Plan Development	10 9 8 7 6 5 4 3 2 1	NA
5. Knowledge of the business area(s) impacted by your program	10 9 8 7 6 5 4 3 2 1	NA
6. Ability to Work with Staff Members From his/her Own Organization	10 9 8 7 6 5 4 3 2 1	NA
7. Ability to Work with Other Programs' Staff Members	10 9 8 7 6 5 4 3 2 1	NA
8. Ability to Work with Your Management Team	10 9 8 7 6 5 4 3 2 1	NA
9. Ability to Work with Your Organization's Staff	10 9 8 7 6 5 4 3 2 1	NA
10. Written Communication Skills	10 9 8 7 6 5 4 3 2 1	NA
11. Verbal Communication Skills	10 9 8 7 6 5 4 3 2 1	NA
12. Attitude with which Assignments are Accepted	10 9 8 7 6 5 4 3 2 1	NA
13. Ability to Accept Changes in Direction or Assignments	10 9 8 7 6 5 4 3 2 1	NA
14. Flexibility and Ease to Work with when Accepting Direction	10 9 8 7 6 5 4 3 2 1	NA
15. Adherence to Established Procedures, Policies, and Methodologies	10 9 8 7 6 5 4 3 2 1	NA

**APPENDIX G**

**RFA 24-11: Subsidized Child Care Program Services**

***Key Staff Reference Questionnaire***

<b>Area</b>	<b>Rating</b>	
16. Initiative with respect to degree of direction/monitoring required	10 9 8 7 6 5 4 3 2 1	NA
17. How Successful is/was this Individual in Accomplishing Your Program Goals	10 9 8 7 6 5 4 3 2 1	NA
18. How Successful was this individual in administering a human services program	10 9 8 7 6 5 4 3 2 1	NA
19. How would you rate this individual on their ability to accurately and timely submit reports	10 9 8 7 6 5 4 3 2 1	NA
20. How Successful is/was this Individual in Completing Your Program Requirements in Prescribed Timeframes	10 9 8 7 6 5 4 3 2 1	NA
21. How would you rate this individual on their ability to perform eligibility determinations accurately and timely	10 9 8 7 6 5 4 3 2 1	NA
22. How would you rate this individual on their ability to issue timely and accurate provider payments	10 9 8 7 6 5 4 3 2 1	NA
23. How would you rate this individual on the ability to provide counseling and referral services	10 9 8 7 6 5 4 3 2 1	NA
24. Ability to successfully understand and utilize a state-wide eligibility system	10 9 8 7 6 5 4 3 2 1	NA
25. How would you rate this individual on managing budgets in a manner that maximizes expenditures, available funds, and encumbrances.	10 9 8 7 6 5 4 3 2 1	NA
26. How would you rate this individual on performing data entry	10 9 8 7 6 5 4 3 2 1	NA
27. Individual's overall performance	10 9 8 7 6 5 4 3 2 1	NA
28. Would you recommend this Individual to another agency or company? (10 = absolutely would; 1 = absolutely would not)	10 9 8 7 6 5 4 3 2 1	NA
29. Would you accept this Individual to work on future Contracts/Projects with your Organization? (10 = absolutely would; 1 = absolutely would not)	10 9 8 7 6 5 4 3 2 1	NA

**APPENDIX G**

**RFA 24-11: Subsidized Child Care Program Services**

***Key Staff Reference Questionnaire***

1) Please explain ratings of 1, 2 or NA (Indicate the number of each of the areas on which you are commenting):

2) Any Other Comments:

# CCIS PERFORMANCE STANDARDS & OBJECTIVES FOR PROGRAM YEAR 2013 - 2014

## CUSTOMER SERVICE PERFORMANCE OBJECTIVES

### CUSTOMER SERVICE OBJECTIVE

1. The agency provides comprehensive information on all agency services, provides timely response to all inquiries, and resolves complaints in a timely and professional manner.

#### Performance Ratings:

**Meets Objective:** The agency provides the required information on all agency services, timely responds to inquiries and resolves complaints in a timely and professional manner and has procedures in place to support these practices.

**Needs Improvement:** The agency does not meet the performance rating for Meets Objective.

#### Sources of Review:

- Coordinator Documentation
- Provider/Client Inquiries
- Legislative Inquiries
- OCDNET
- CCW Helpline
- CCIS Staff
- Grant Work Plan

### CUSTOMER SERVICE OBJECTIVE

2. The agency provides comprehensive and consistent Parent Education, Information and Resource & Referral services regarding all OCDEL programs.

#### Performance Ratings:

**Meets Objective:** The agency provides consistent and required Parent Education, Information and Resource & Referral services for all OCDEL programs and has procedures in place to support these practices.

**Needs Improvement:** The agency does not meet the performance rating for Meets Objective.

#### Sources of Review:

- Coordinator Documentation
- CCW Helpline
- OCDNET
- CCIS Staff
- RE 809 R&R Summary
- Grant Work Plan

## COMPLIANCE PERFORMANCE STANDARDS

### COMPLIANCE STANDARD

1. The agency maintains and processes eligibility forms for all (Low Income, Former TANF, and TANF) subsidy clients accurately and timely.

#### Performance Ratings:

**Meets Standard:** The agency demonstrates an overall error rate of **10% or less** on processing and maintaining eligibility forms.

**Needs Improvement:** The agency demonstrates an overall error rate of **greater than 10%** on processing and maintaining eligibility forms.

#### Sources of Review:

- Case Reviews

### COMPLIANCE STANDARD

2. The agency utilizes the correct regulations for all priority groups (TANF, Former TANF and Special Needs) and processes those cases correctly.

#### Performance Ratings:

**Meets Standard:** The agency demonstrates an overall error rate of **10% or less** on processing all priority group cases.

**Needs Improvement:** The agency demonstrates an overall error rate of **greater than 10%** on processing all priority group cases.

#### Sources of Review:

- Case Reviews

### COMPLIANCE STANDARD

3. The agency determines that the parent/caretaker is meeting the eligible definition of parent/caretaker.

#### Performance Ratings:

**Meets Standard:** The agency demonstrates an overall error rate of **10% or less** in determining an eligible parent/caretaker correctly.

**Needs Improvement:** The agency demonstrates an overall error rate of **greater than 10%** in determining an eligible parent/caretaker correctly.

#### Sources of Review:

- Case Reviews

### COMPLIANCE STANDARD

4. The agency determines that the parent/caretaker resides in Pennsylvania and in the county of application.

#### Performance Ratings:

**Meets Standard:** The agency demonstrates an overall error rate of **10% or less** serving families from their county of application.

**Needs Improvement:** The agency demonstrates an overall error rate of **greater than 10%** serving families from their county of application.

#### Sources of Review:

- Case Reviews



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**COMPLIANCE STANDARD**

**5. The agency determines that the parent/caretaker(s) meet the work/education/training requirement based on their documented circumstances and eligibility criteria.**

**Performance Ratings:**

**Meets Standard:** The agency demonstrates an overall error rate of **10% or less** in determining the work/education/training requirements for subsidy families.

**Needs Improvement:** The agency demonstrates an overall error rate of **greater than 10%** in determining the work/education/training requirements for subsidy families.

**Sources of Review:**

- Case Reviews

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**COMPLIANCE STANDARD**

**6. The agency determines that the child(ren) receiving child care is/are qualified based on the regulations for age and citizenship.**

**Performance Ratings:**

**Meets Standard:** The agency demonstrates an overall error rate of **10% or less** in serving qualified child(ren) based on their age and citizenship.

**Needs Improvement:** The agency demonstrates an overall error rate of **greater than 10%** in serving qualified child(ren) based on their age and citizenship.

**Sources of Review:**

- Case Reviews

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**COMPLIANCE STANDARD**

**7. The agency determines that the hours of care provided to the child(ren) are based on the parent/caretaker(s) work/education/training hours and their documented need for care.**

**Performance Ratings:**

**Meets Standard:** The agency demonstrates an overall error rate of **10% or less** of providing hours of care that are based on work/education/training hours and their documented need for care.

**Needs Improvement:** The agency demonstrates an overall error rate of **greater than 10%** of providing hours of care that are based on the work/education/training hours and their documented need for care.

**Sources of Review:**

- Case Reviews

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**COMPLIANCE STANDARD**

**8. The agency determines that child care services are provided by a center based, group home, family child care provider, relative/neighbor provider or in-home care provider that is legally operating and eligible to receive child care subsidies.**

**Performance Ratings:**

**Meets Standard:** The agency demonstrates an overall error rate of **10% or less** in determining a provider is operating legally and eligible for child care subsidies.

**Needs Improvement:** The agency demonstrates an overall error rate of **greater than 10%** in determining a provider is operating legally and eligible for child care subsidies.

**Sources of Review:**

- Provider Agreement Review
  - PELICAN
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**COMPLIANCE STANDARD**

**9. The agency assures that all child care providers meet the regulatory requirements and are paid rates according to their specified county's MCCA rate scale and the rates are entered into the data base system correctly and paid timely.**

**Performance Ratings:**

<b>Meets Standard:</b>	The agency demonstrates an overall error rate or <b>10% or less</b> ensuring that all child care providers meet regulatory requirements and are paid accurate rates according to the MCCA approved rates.
<b>Needs Improvement:</b>	The agency demonstrates an overall error rate of <b>greater than 10%</b> ensuring that all child care providers meet regulatory requirements and are paid accurate rates according to the MCCA approved rates.

**Sources of Review:**

- MCCA Guidelines
- Attendance Invoices

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**COMPLIANCE STANDARD**

**10. The agency utilizes the correct income calculations and determines eligibility correctly based on all the verification provided by the parent/caretaker.**

**Performance Ratings:**

<b>Meets Standard:</b>	The agency demonstrates an overall error rate of <b>10% or less</b> in calculating correct income calculations and determines eligibility correctly based on all documented verification.
<b>Needs Improvement:</b>	The agency demonstrates an error rate of <b>greater than 10%</b> in calculating correct income calculations and determines eligibility correctly based on all documented verification.

**Sources of Review:**

- Case Reviews

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**COMPLIANCE STANDARD**

**11. The agency determines that the household income meets the state's family gross income within the specified FPIG guidelines.**

**Performance Ratings:**

<b>Meets Standard:</b>	The agency demonstrates an overall error rate of <b>10% or less</b> in determining that the household income meets the state's family gross income within the specified FPIG guidelines.
<b>Needs Improvement:</b>	The agency demonstrates an overall error rate of <b>greater than 10%</b> in determining that the household income meets the state's family gross income within the specified FPIG guidelines.

**Sources of Review:**

- Case Reviews

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**COMPLIANCE STANDARD**

**12. The agency determines the amount of subsidy payment authorized is based on income, family size, the MCCA payment rate schedule and assesses the correct co-pay.**

**Performance Ratings:**

<b>Meets Standard:</b>	The agency demonstrates an overall error rate of <b>10% or less</b> in determining the amount of subsidy payment authorized is based on documented income, family size, the MCCA payment rate schedule and assessed the correct co-pay.
<b>Needs Improvement:</b>	The agency demonstrates an overall error rate of <b>greater than 10%</b> in determining the amount of subsidy payment authorized is based on documented income, family size, the MCCA payment rate schedule and assessed the correct co-pay.

**Sources of Review:**

- Case Reviews
-

## CASELOAD MANAGEMENT PERFORMANCE OBJECTIVES

### CASELOAD MANAGEMENT OBJECTIVE

#### 1. The agency processes case actions for suspended and authorized cases within the timeframes established by OCDEL.

##### Performance Ratings:

**Meets Objective:** The agency processes their suspended enrollments and authorized cases within the timeframes established by OCDEL, documents any explanations clearly in case comments and has procedures in place to support these practices.

**Needs Improvement:** The agency does not meet the performance rating for Meets Objective.

##### Sources of Review:

- Obligated Funds for Suspended Enrollments
- Obligated Funds for Authorized Cases
- CCIS Staff
- RE 318 Enrollment Status Report
- Grant Work Plan

### CASELOAD MANAGEMENT OBJECTIVE

#### 2. The agency processes case actions for redeterminations within the timeframes established by OCDEL.

##### Performance Ratings:

**Meets Objective:** The agency processes redetermination cases within the timeframes established by OCDEL with an error rate of **10% or less**, documents any exceptions clearly in case comments and has procedures in place to support these practices.

**Needs Improvement:** The agency does not meet the performance rating for Meets Objective.

##### Sources of Review:

- RE 501 Redetermination Due Report
- Data Warehouse Report
- CCIS Staff
- Redetermination Inbox
- Grant Work Plan

### CASELOAD MANAGEMENT OBJECTIVE

#### 3. The agency processes and manages information received in their inboxes and update inboxes within the timeframe established by OCDEL.

##### Performance Ratings:

**Meets Objective:** The agency consistently reviews all information received in their inboxes and update boxes within the timeframes established by OCDEL, documents any explanations clearly in case comments and has procedures in place to support these practices.

**Needs Improvement:** The agency does not meet the performance rating for Meets Objective.

##### Sources of Review:

- CIS Inboxes of PELICAN CCW
- CIS Update Boxes of PELICAN CCW
- Application Inbox
- CCIS Staff
- Grant Work Plan

## ADMINISTRATIVE MANAGEMENT PERFORMANCE OBJECTIVES

### ADMINISTRATIVE MANAGEMENT OBJECTIVE

1. The agency manages their service allocations in a manner that maximizes expenditures, available funds and encumbrances.

#### Performance Ratings:

**Meets Objective:** The agency consistently manages their service allocation through proactive monitoring and utilization and has procedures in place to support these practices.

**Needs Improvement:** The agency does not meet the performance rating for Meets Objective.

#### Sources of Review:

- Obligated Funds Review
- RE 101 Encumbrance Report and Review
- RE 704 Pending Invoice Extra Report
- Provider Invoices Search
- CCIS Staff
- Grant Work Plan

### ADMINISTRATIVE MANAGEMENT OBJECTIVE

2. The agency timely and accurately manages Family Support Services Expenditures.

#### Performance Ratings:

**Meets Objective:** The agency consistently maintains FSS budget that are appropriate based on personnel and operational needs, meets OCDEL deadlines for submission of Budget Revisions and Riders, enters FSS expenditures timely and has procedures in place to support these practices.

**Needs Improvement:** The agency does not meet the performance rating for Meets Objective.

#### Sources of Review:

- FSS Expenditures of PELICAN CCW
- Budget Revisions
- Grant Review
- CCIS Staff

### ADMINISTRATIVE MANAGEMENT OBJECTIVE

3. The agency timely and accurately submits reports and other financial information as requested by OCDEL.

#### Performance Ratings:

**Meets Objective:** The agency consistently submits accurate financial reports by the established deadlines. The types of reports include: Grant/Rider, Budget Revisions, Re-Cap, OCDEL Reports and other financial/informational requests from OCDEL and has procedures in place to support these practices. The agency follows all OCDEL policies and procedures.

**Needs Improvement:** The agency does not meet the performance rating for Meets Objective.

#### Sources of Review:

- Coordinator Documentation
- CCIS Staff

# ***PERFORMANCE STANDARDS MONITORING***

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- 1 GENERAL POLICY & REGULATION**
- 2 COMPLIANCE STANDARDS MONITORING**
  - 2.1 Compliance Review Process
  - 2.2 Compliance Plan of Correction (POC)
- 3 OPERATIONAL OBJECTIVES MONITORING**
  - 3.1 Customer Service Objectives
  - 3.2 Caseload Objectives
  - 3.3 Administrative Objectives
  - 3.4 Operational Review Process
  - 3.5 Operational POC
  - 3.6 Operational Monitoring Grid

# ***PERFORMANCE STANDARDS MONITORING***

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## **1. GENERAL POLICY & REGULATION**

The Office of Child Development and Early Learning (OCDEL), the Bureau of Subsidized Child Care Services established Performance Standards and Objectives for the Child Care Information Services (CCIS) agencies. Performance standards and objectives were created by OCDEL to outline the expectations for the CCIS agencies to adhere to the regulations, policy and procedures associated with managing the subsidized child care program. The Performance Standards and Objectives are based on the Child Care Bureau (CCB) of the Federal Administration for Children and Families requirements of the Improper Payments Information Act of 2002 and Pennsylvania's Regulations and Policies.

There are two areas of Performance: Compliance Standards and Operations Objectives. Each area is monitored by the CCIS agency's respective OCDEL Subsidy Coordinator throughout each program year. Ratings are determined through various review methods which include on-site case reviews, staff interviews, system monitoring of data and reports in Pennsylvania's Enterprise to Link Information for Children Across Networks (PELICAN) Child Care Works (CCW), ongoing interaction with the CCIS agencies and information obtained through other OCDEL and the Department of Public Welfare (DPW) resources.

## **2. COMPLIANCE STANDARDS MONITORING**

There are twelve Performance Standards for Compliance for the CCIS agencies to follow when assessing and determining eligibility for the Subsidized Child Care Program. They are:

1. Timeliness.
2. Priority Groups.
3. Parent/Caretaker (p/c) Requirements.
4. Residence.
5. Work/Education/Training Guidelines.
6. Child Age/Citizenship.
7. Hours of Care.
8. Eligible Provider.
9. Provider Requirements.
10. Income Calculations.
11. Meets FPIG Guidelines.
12. Subsidy Payments.

The Compliance Standards are monitored through on-site case reviews at each of the CCIS agencies by the OCDEL Subsidy Coordinator. Each standard addresses the key areas of case reviews and incorporates the Federal Improper Payment Review requirements into its process. The Federal Improper Payment Review is conducted on a three year cycle beginning with FY 2013/2014.

### **2.1 Compliance Review Process**

The following are the compliance review process criteria:

1. The number of compliance case reviews will be a minimum of 10 cases per CCIS grantee with the exception of the Philadelphia and Allegheny CCIS agencies where a minimum 20 cases per site will be reviewed.

# ***PERFORMANCE STANDARDS MONITORING***

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2. The identified cases for review will be from the prior fiscal year beginning in October and concluding the following September.
3. The compliance review cases will be identified by using the Federal Improper Payment Review sample process.
4. The respective Subsidy Coordinator will conduct reviews throughout the current fiscal year.
5. The Compliance Monitoring Tool will be used to record the results of the Compliance case reviews.
6. The ratings for the Compliance Performance Standards will be
  - a. "Needs Improvement"
  - b. "Meets Standard"
7. The overall ratings for compliance will be determined based on the number of standards (review elements), not the number of cases, marked wrong.
8. The total number of standards or review elements marked wrong across all standards/elements will be translated into a percentage, with the over-all ratings for compliance being assigned as follows:
  - a. Greater than 10% marked wrong = Needs Improvement
  - b. 10% or less marked wrong = Meets Standard

## **2.2 Compliance Plan of Correction (POC)**

Compliance Standards that result in a "Needs Improvement" will be subject to a POC which will be completed with the CCIS agency after the Subsidy Coordinator completes the on-site review. The POC will identify steps that the CCIS must take in order to bring the CCIS agency into compliance with any identified standard.

## **3. OPERATIONAL OBJECTIVES MONITORING**

The Performance Objectives for Operations consists of three areas with eight specific objectives for the CCIS agencies to follow for the implementation of the Subsidized Child Care Program in its respective service area. The three areas are as follows:

- A. **Customer Service Objectives** which consist of two objectives that encompass all customer service and Resource and Referral (R&R) services that the CCIS agency provides to the public.
  1. Provides comprehensive information on all agency services, timely inquiries and resolves complaints.
  2. Provides comprehensive and consistent parent education, information and R&R services.
- B. **Caseload Management Objectives** which consist of three objectives which include all functions that the CCIS completes regarding caseload management of its agency.
  1. Processes case actions for suspended and authorized cases within established timeframes.
  2. Processes case actions for re-determinations within established timeframes.

# ***PERFORMANCE STANDARDS MONITORING***

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3. Processes and manages information in inboxes and update boxes within established timeframes.
- C. **Administrative Management Objectives** which consist of three objectives which include all functions that the CCIS complete regarding the financial and administrative management of its agency.
1. Manages service allocations to maximize expenditures, available funds and encumbrances.
  2. Timely and accurately manages Family Support Services (FSS) expenditures.
  3. Timely and accurately submits reports and other requested information.

## **3.1 Customer Service Objectives**

The Subsidy Coordinator will document **ALL** legislative inquiries, OCDNET (OCDEL's email inbox to receive messages from the public via DPW's website) and CCW Helpline issues that are significant to the overall performance of the CCIS agency. If the Subsidy Coordinator receives an inquiry from a p/c, provider, legislator, an OCDNET or the CCW Helpline regarding a specific CCIS, the Subsidy Coordinator will investigate and document the event.

The Subsidy Coordinator will utilize the Informal Staff Questionnaire to obtain agency information on how the CCIS performs providing customer services to the public and evaluate if its performance meets OCDEL's expectations.

## **3.2 Caseload Management Objectives**

The Subsidy Coordinator will review their respective CCIS agency's obligated funds either through searching the Obligated Funds Summary or the Enrollment Status Report RE 318.

The Subsidy Coordinator will determine if any case is in suspended or authorized status beyond the acceptable OCDEL timeframes; 43 days for authorized cases and 103 days for suspended cases (timeframes include the Adverse Action period). If a case is beyond the acceptable timeframes, the Subsidy Coordinator will review PELICAN CCW to determine if the appropriate action is being taken by the CCIS. If there appears to be no action on the case, the Subsidy Coordinator will reach out to the CCIS for an explanation as to why the case is in the status beyond the appropriate timeframe.

The Subsidy Coordinator will document all cases that were beyond the acceptable timeframes without an appropriate explanation that impacts the overall performance of the CCIS agency. Appropriate explanations include waiting for a named R/N provider to complete FBI clearances, system issues with an associated Program Change Request (PCR) awaiting implementation, appeal cases and other non-worker error reasons. The Subsidy Coordinator will document the cases.

The Subsidy Coordinator will utilize the Informal Staff Questionnaire to obtain agency information on how the CCIS performs managing caseloads and evaluate if its performance meets OCDEL's expectations.

## **3.3 Administrative Management Objectives**



# ***PERFORMANCE STANDARDS MONITORING***

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The Subsidy Coordinators will monitor each of their respective CCIS agencies' management of its service allocations through PELICAN CCW encumbrance reports or real time review of encumbrances, waiting lists through the Enrollment/Attrition Report (RE302) and pending invoice search or the Pending Invoice Report (RE 704).

The Encumbrance/Attrition Report (302) is the report that the Subsidy Coordinator will request to review their respective agencies' encumbrances, overbooking and balances for each funding stream. This report gives encumbrances for the day the report was requested.

The Subsidy Coordinator should conduct pending invoice searches through PELICAN CCW or through the Pending Invoice Report (RE704) to identify provider attendance invoices that are in the "Need Invoice", "Have Invoice" and "Calculated" status that are outstanding for more than 60 days beyond the service period.

The Subsidy Coordinators will utilize the Informal Staff Questionnaire to obtain agency information on how the CCIS performs managing service allocations and evaluate if its performance meets OCDEL's expectations.

The Subsidy Coordinator will monitor each of their respective CCIS agencies' FSS expenditures through PELICAN CCW FSS screens, through the submission of Budget Revisions and Budget Reviews.

## **3.4 Operational Review Process**

The following are the operational review process criteria:

1. The Subsidy Coordinators will monitor their respective CCIS agencies throughout the fiscal year. The Subsidy Coordinator will utilize the information to evaluate their agencies.
2. The Operational Monitoring Tool will be used to record the results of monitoring throughout the year.
3. The ratings for the Operational Performance Objectives will be "Needs Improvement" and "Meets Objective".

## **3.5 Operational POC**

Operational objectives that result in a "Needs Improvement" will be subject to a POC, which will be completed with the CCIS agency after the review year or as deemed necessary. The POC will identify steps that the CCIS needs to take in order to bring the CCIS agency into compliance with any identified objective.

# ***PERFORMANCE STANDARDS MONITORING***

## **3.6 Operational Monitoring Grid**

The following Monitoring Grid outlines the reports, data elements and frequencies for monitoring that the Subsidy Coordinators will observe.

<b>Performance Objective</b>	<b>Report/Search</b>	<b>Frequency</b>
Customer Service Objective 1 & 2 <ul style="list-style-type: none"> <li>• Monitor R &amp; R activity in PELICAN-CCW</li> </ul>	Resource and Referral Summary (RE 809)	Semi-annually (January & June)
Caseload Objective 1 <ul style="list-style-type: none"> <li>• Monitor cases in suspended status more than 90 days without Adverse Actions</li> <li>• Monitor cases in authorized status more than 30 days without Adverse Action</li> </ul>	Obligated Fund Search and/or Enrollment Status (RE 318)	Monthly
Caseload Objective 2 <ul style="list-style-type: none"> <li>✓ Monitor re-determination cases that are past due without Adverse Action</li> </ul>	Re-de Due (RE 510)	Monthly-15 <sup>th</sup>
	Re-de Data Warehouse (Coordinator only report)	Monthly-20 <sup>th</sup>
	Re-de Inbox Search	Monthly
Caseload Objective 3 <ul style="list-style-type: none"> <li>✓ Monitor the CIS Inboxes, the Update boxes and the Application Inboxes to ensure timely processing</li> </ul>	CIS Inbox Search	Quarterly
	CIS Update Box Search	Quarterly
	Application Inbox Search	Quarterly

## ***PERFORMANCE STANDARDS MONITORING***

<b>Performance Objective</b>	<b>Report/Search</b>	<b>Frequency</b>
Administrative Objective 1 ✓ Monitor the waiting lists, encumbrances and provider invoices to ensure maximum use of service allocations as prescribed by OCDEL	Enrollment/Attrition (RE302)	As needed
	Encumbrance (RE 101)	Monthly
	Pending Invoice Search	Monthly
	Pending Invoice (RE704)	Monthly
Administrative Objective 2 ✓ Monitor the utilization and expenditures of the FSS allocations as prescribed by OCDEL	FSS Expenditure Search	Quarterly
General Review	Budget Revisions	Per Budget Revision
General Review	Budget Review Tool	Annually or as deemed necessary
General Review	Grant Review Tool	Annually or as deemed necessary

# ***PERFORMANCE STANDARDS MONITORING***

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## Plan of Correction

1. POC Identification				
<b>CCIS:</b>			<b>Date:</b>	
<b>Director:</b>			<b>Coordinator:</b>	
2. Performance Standards & Objectives – Underline and Bold the area that needs a POC.				
Compliance Standards	Standard #1	Standard #2	Standard #3	Standard #4
	Timeliness	Priority Groups	Parent/Caretaker	Residence
	Standard #5	Standard #6	Standard #7	Standard #8
	Work/Ed/Training	Child Age/Citizenship	Hours of Care	Eligible Provider
	Standard #9	Standard #10	Standard #11	Standard #12
	Provider Requirements	Income Calculations	Meets FPIG Guidelines	Subsidy Payment
Customer Service Objectives	Objective #1	Objective #2		
	Comprehensive information and timely responses to inquiries and complaints	Provides comprehensive Parent Education and R & R		
Caseload Management Objectives	Objective #1	Objective #2	Objective #3	
	Processes case actions for suspended and authorized cases	Processes case actions for redeterminations	Processes and manages inboxes and update inbox	
Administrative Management Objectives	Objective #1	Objective #2	Objective #3	
	Manages service allocations to maximize expenditures and funds	Manages FSS expenditures	Timely and accurately submits requests from OCDEL	
3. Rating Description (Describe the details of the “Needs Improvement” rating.)				

**4. Plan of Correction – CCIS (Narrate what steps the CCIS will take to make a “Meets Standard/Objective” rating for the identified Performance Standard or Objective.)**

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Date of Response:

**5. Plan of Correction – Subsidy Coordinator (Narrate what steps the Subsidy Coordinator will take to support the POC.)**

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6. CCIS staff responsible for the POC:

7. Date POC to be implemented:

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**8. POC Approval – Place an “X” in either the “Approved” or “Denied” box. If “Denied,” explain the steps needed to achieve “Approved.”**

Approved	Denied	Explanation:

**9. Signatures**

Subsidy Coordinator	Date	CCIS Director	Date